TO:

# Mail Stop 8 Director of the U.S. Patent and Trademark Office P.O. Box 1450 Alexandria, VA 22313-1450

### REPORT ON THE FILING OR DETERMINATION OF AN ACTION REGARDING A PATENT OR TRADEMARK

| In Compliance filed in the U.S. Dist | trict Court                            | 15 U.S.C. § 1116 you<br>District of D | •                                       | at a court action has been on the following |
|--------------------------------------|--|---------------------------------------|---|---|
|                                      | Patents. (  the patent ac              |                                       |   | on the following                            |
| DOCKET NO.                           | DATE FILED<br>5/2/2017                 | U.S. DISTRICT C                       | COURT District of                       | Delaware                                    |
| PLAINTIFF                            | ······································ | DEFEND                                |   |   |
| DDR Holdings, LLC                    |  | Travel                                | Holdings, Inc. and                      | l Tourico Holidays, Inc.                    |
| PATENT OR<br>TRADEMARK NO.           | DATE OF PATENT<br>OR TRADEMARK         |                                       | HOLDER OF PATEN                         | NT OR TRADEMARK                             |
| US 7,818,399 B1                      | 10/19/2010                             | DDR Holding                           | ıs, LLC                                 |   |
| 2 US 8,515,825 B1                    | 8/20/2013                              | DDR Holding                           | ıs, LLC                                 |   |
| 3 US 9,043,228 B1                    | 5/26/2015                              | DDR Holding                           | ıs, LLC                                 |   |
| 4 US 9,639,876 B1                    | 5/2/2017                               | DDR Holding                           | ıs, LLC                                 |   |
| 5                                    |  |                                       |   |   |
|                                      | In the above—entitled case, th         | e following patent(s)/                | trademark(s) have been                  | n included:                                 |
| DATE INCLUDED                        | INCLUDED BY ☐ Am                       | endment 🔲 An                          | iswer Cross                             | Bill Other Pleading                         |
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| DECISION/IUDGEMENT                   |  |                                       |   |   |
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| CLERK                                | (B)                                    | ) DEPUTY CLERK                        | *************************************** | DATE  |

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| filed in the U.S. Dist     |                                 | 15 U.S.C. § 1116 you are hereby advised that a c<br>District of Delaware | court action has been<br>on the following |
|----------------------------|---------------------------------|--|---|
| Trademarks or              | Patents. (  the patent acti     | ion involves 35 U.S.C. § 292.):  |   |
| DOCKET NO.                 | DATE FILED<br>5/2/2017          | U.S. DISTRICT COURT District of De                                       | laware                                    |
| PLAINTIFF                  | <i></i>                         | DEFENDANT  |   |
| DDR Holdings, LLC          |                                 | TicketNetwork, Inc.  |   |
|                            |                                 |  |   |
| PATENT OR<br>TRADEMARK NO. | DATE OF PATENT<br>OR TRADEMARK  | HOLDER OF PATENT (   | OR TRADEMARK                              |
| 1 US 7,818,399 B1          | 10/19/2010                      | DDR Holdings, LLC  |   |
| 2 US 8,515,825 B1          | 8/20/2013                       | DDR Holdings, LLC  |   |
| 3 US 9,043,228 B1          | 5/26/2015                       | DDR Holdings, LLC  |   |
| 4 US 9,639,876 B1          | 5/2/2017                        | DDR Holdings, LLC  |   |
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|                            |                                 | e following patent(s)/ trademark(s) have been in                         | cluded:                                   |
| DATE INCLUDED              | INCLUDED BY                     | endment  | Other Pleading                            |
| PATENT OR<br>TRADEMARK NO. | DATE OF PATENT<br>OR TRADEMARK  | HOLDER OF PATENT (   | OR TRADEMARK                              |
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| 5 In the abov              | /e—entitled case, the following | decision has been rendered or judgement issued                           | i:  |
| 5                          | /e—entitled case, the following | decision has been rendered or judgement issued                           | [:  |
| 5<br>In the abov           |                                 | decision has been rendered or judgement issued                           | I. DATE                                   |



A petition has been filed in Patent Number 8,515,825, Application Number 12/906,979 on 5/4/2018.

The Case Number is IPR2018-01010.

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To view the documents filed in this petition, go to <a href="http://www.uspto.gov/ip/boards/bpai/prps.jsp">http://www.uspto.gov/ip/boards/bpai/prps.jsp</a> and click on the <a href="http://www.uspto.gov/ip/boards/bpai/prps.jsp">Direct Link</a>.

Click on <u>Search for a proceeding / Browse the proceedings</u> and enter the Patent Number or the Trial or Case Number and select the Search button.

Questions regarding this notice should be directed to the Patent Trial and Appeal Board at 571-272-7822.



A petition has been filed in Patent Number 8,515,825, Application Number 12/906,979 on 5/2/2018.

The Case Number is IPR2018-01014.

To view the documents filed in this petition, go to <a href="http://www.uspto.gov/ip/boards/bpai/prps.jsp">http://www.uspto.gov/ip/boards/bpai/prps.jsp</a> and click on the <a href="http://www.uspto.gov/ip/boards/bpai/prps.jsp">Direct Link</a>.

Click on <u>Search for a proceeding / Browse the proceedings</u> and enter the Patent Number or the Trial or Case Number and select the Search button.

Questions regarding this notice should be directed to the Patent Trial and Appeal Board at 571-272-7822.

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| Trademarks or                      | Patents. (  the patent act      | ion involves 35 U.S.C. § 292.):  |   |
| DOCKET NO.                         | DATE FILED<br>5/2/2017          | U.S. DISTRICT COURT District of Description                            | elaware                                     |
| PLAINTIFF                          |                                 | DEFENDANT  |   |
| DDR Holdings, LLC                  |                                 | Priceline.com LLC  |   |
| PATENT OR<br>TRADEMARK NO.         | DATE OF PATENT<br>OR TRADEMARK  | HOLDER OF PATENT   | OR TRADEMARK                                |
| L US 7,818,399 B1                  | 10/19/2010                      | DDR Holdings, LLC  |   |
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| 3 US 9,043,228 B1                  | 5/26/2015                       | DDR Holdings, LLC  |   |
| 4 US 9,639,876 B1                  | 5/2/2017                        | DDR Holdings, LLC  |   |
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|-----------------------------------|---|--|--|
| Trademarks or                     | ✓ Patents. (  the patent acti           | ion involves 35 U.S.C. § 292.):                            |  |
| DOCKET NO.                        | DATE FILED<br>5/2/2017                  | U.S. DISTRICT COURT  | strict of Delaware                                   |
| PLAINTIFF                         | V/ Im) Im V 1 1                         | DEFENDANT  | SHOLUT DOMANG  |
| DDR Holdings, LLC                 |   | Shopify Inc.   |  |
| PATENT OR<br>TRADEMARK NO.        | DATE OF PATENT<br>OR TRADEMARK          | HOLDER O   | F PATENT OR TRADEMARK                                |
| 1 US 8,515,825 B1                 | 8/20/2013                               | DDR Holdings, LLC  |  |
| 2 US 9,043,228 B1                 | 5/26/2015                               | DDR Holdings, LLC  |  |
| 3 US 9,639,876 B1                 | 5/2/2017                                | DDR Holdings, LLC  |  |
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| DECISION/JUDGEMENT                |   |  |  |
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|-----------------------------------|---|--|--|
| Trademarks or                     | ✓ Patents. ( ☐ the patent ac            | tion involves 35 U.S.C. § 292.):                                       |  |
| DOCKET NO.                        | DATE FILED<br>5/2/2017                  | U.S. DISTRICT COURT District of E                                      | Delaware                                 |
| PLAINTIFF                         |   | DEFENDANT  |  |
| DDR Holdings, LLC                 |   | Travel Holdings, Inc. and  | Tourico Holidays, Inc.                   |
| PATENT OR<br>TRADEMARK NO.        | DATE OF PATENT<br>OR TRADEMARK          | HOLDER OF PATENT   | T OR TRADEMARK                           |
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| 4 US 9,639,876 B1                 | 5/2/2017                                | DDR Holdings, LLC  |  |
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| Trademarks or                              | Patents. (  the patent acti                                  | ion involves 35 U.S.C. § 292.):                                       |   |
| DOCKET NO.                                 | DATE FILED<br>5/2/2017                                       | U.S. DISTRICT COURT District of D                                     | elaware                                     |
| PLAINTIFF                                  | ·  | DEFENDANT   |   |
| DDR Holdings, LLC                          |  | Booking.com B.V.  |   |
|  |  |   |   |
| PATENT OR<br>TRADEMARK NO.                 | DATE OF PATENT<br>OR TRADEMARK                               | HOLDER OF PATENT  | OR TRADEMARK                                |
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| 4 US 9,639,876 B1                          | 5/2/2017   | DDR Holdings, LLC   |   |
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| Trademarks or                           | ✓ Patents. ( ☐ the patent acti          | ion involves 35 U.S.C. § 292.):   |
| DOCKET NO.                              | DATE FILED<br>5/2/2017                  | U.S. DISTRICT COURT  District of Delaware   |
| PLAINTIFF                               | □ (J. Ison) Ison ∇ 1                    | DEFENDANT DEFENDANT   |
| DDR Holdings, LLC                       |   | TicketNetwork, Inc.   |
| PATENT OR<br>TRADEMARK NO.              | DATE OF PATENT<br>OR TRADEMARK          | HOLDER OF PATENT OR TRADEMARK   |
| L US 7,818,399 B1                       | 10/19/2010                              | DDR Holdings, LLC   |
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| 4 US 9,639,876 B1                       | 5/2/2017                                | DDR Holdings, LLC   |
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| DECISION/JUDGEMENT                      |   |   |
| CLERK                                   | (BY                                     | DATE DATE   |
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#### UNITED STATES PATENT AND TRADEMARK OFFICE

## CERTIFICATE OF CORRECTION

PATENT NO. : 8,515,825 B1 Page 1 of 1

APPLICATION NO. : 12/906979 DATED : August 20, 2013

INVENTOR(S) : D. Delano Ross, Jr. et al.

It is certified that error appears in the above-identified patent and that said Letters Patent is hereby corrected as shown below:

On the Title Page, Item (56) please add,

"Internet Travel Network and Pegasus Systems / TravelWeb Announces Partnership For Online Air And Hotel Bookings", Business Wire, April 21, 1997.

On the Title Page, Item (56) should read,

Page 3, column 2, line 34: change "Sueenshots" to --Screenshots--

Page 3, column 2, line 36: change "Screensbots" to --Screenshots--

Page 4, column 1, line 01: change "Replay" to --Reply--

Page 4, column 2, line 54: change "25" to --28--

Page 4, column 2, line 70: change "Physicai" to -- Physical--

Page 4, column 2, line 73: change "144" to --1 - 14--

Page 5, column 1, line 47: change "digital" to --Digital--

Signed and Sealed this Twenty-second Day of July, 2014

Michelle K. Lee

Michelle K. Lee

Deputy Director of the United States Patent and Trademark Office

#### IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant: Ross, D. Delano, Jr., et al. Art Unit: 3625

Serial No. : 12/906,979 Examiner : Garg, Yogesh C.

Filing Date: 10/18/2010 Conf. No.: 1141

Title : Methods of expanding commercial opportunities for Internet

websites through coordinated offsite marketing

Commissioner for Patents

Filed via EFS - May 28, 2014

P.O. Box 1450

Alexandria, VA 22313-1450

### REQUEST FOR CERTIFICATE OF CORRECTION

Dear Sir:

Enclosed is a proposed Certificate of Correction correcting some errors made in the printing of the "References Cited" section of this patent.

The first seven changes arise from typographical errors made in the printing of references [see attachments to Office Action dated 7/3/12, the References cited by Applicant and considered by Examiner at page 3 (references 43 and 44), page 4 (reference 68), page 7 (references 126, 137 and 138), and page 9 (reference 165)]. In addition, one change restores a reference missing entirely from the printed patent [see attachments to Office Action dated 7/3/12, the References cited by Applicant and considered by Examiner at page 5 (reference 89)].

Because the errors for which this Certificate of Correction is sought are due to mistakes on the part of the Office, no fee is due (35 U.S.C. 254). Please forward Certificate to assignee's attorney at the address below.

Respectfully submitted,

DDR HOLDINGS, LLC.

by its attorney

Dated: May 28, 2014 /Louis J. Hoffman/

Louis J. Hoffman Reg. No. 38,918

LOUIS J. HOFFMAN, P.C. 14301 North 87<sup>th</sup> Street, Suite 312 Scottsdale, Arizona 85260

(480) 948-3295

Under the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number.

(Also Form PTO-1050)

# UNITED STATES PATENT AND TRADEMARK OFFICE CERTIFICATE OF CORRECTION

| Dogo | 4 | of | 4   |
|------|---|----|-----|
| Page |   | of | - 1 |

PATENT NO. : 8,515,825

APPLICATION NO.: 12/906,979

ISSUE DATE : August 20, 2013

INVENTOR(S) : D. Delano Ross, Jr., et al.

It is certified that an error appears or errors appear in the above-identified patent and that said Letters Patent is hereby corrected as shown below:

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Page 4, column 2, line 73: change "144" to --1 - 14--

Page 5, column 1, line 47: change "digital" to --Digital--

The following reference was not included in the printed patent:

"Internet Travel Network and Pegasus Systems / TravelWeb Announces Partnership For Online Air And Hotel Bookings", Business Wire, April 21, 1997.

MAILING ADDRESS OF SENDER (Please do not use customer number below):

Louis J. Hoffman, P.C. 14301 North 87th Street, Suite 312 Scottsdale, Arizona 85260

This collection of information is required by 37 CFR 1.322, 1.323, and 1.324. The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.14. This collection is estimated to take 1.0 hour to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Attention Certificate of Corrections Branch, Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

| Electronic Acknowledgement Receipt   |   |  |  |
|--------------------------------------|---|--|--|
| EFS ID:                              | 19146620  |  |  |
| Application Number:                  | 12906979  |  |  |
| International Application Number:    |   |  |  |
| Confirmation Number:                 | 1141  |  |  |
| Title of Invention:                  | Methods of expanding commercial opportunities for internet websites through coordinated offsite marketing |  |  |
| First Named Inventor/Applicant Name: | D. Delano Ross  |  |  |
| Customer Number:                     | 26362   |  |  |
| Filer:                               | Louis J. Hoffman/Donald Hertz   |  |  |
| Filer Authorized By:                 | Louis J. Hoffman  |  |  |
| Attorney Docket Number:              | 23-CON3   |  |  |
| Receipt Date:                        | 28-MAY-2014   |  |  |
| Filing Date:                         | 18-OCT-2010   |  |  |
| Time Stamp:                          | 14:44:25  |  |  |
| Application Type:                    | Utility under 35 USC 111(a)   |  |  |

# **Payment information:**

# File Listing:

| Document<br>Number | Document Description                  | File Name                                   | File Size(Bytes)/<br>Message Digest                   | Multi<br>Part /₊zip | Pages<br>(if appl.) |
|--------------------|---------------------------------------|---|---|---------------------|---------------------|
| 1                  | Request for Certificate of Correction | 14-05-28-DDR-CON3-<br>Rqst_Cert_Correct.pdf | 35695<br>816f6c3a3ebe89b9531bd63cdf8fd6ff2afad<br>810 | no                  | 2                   |
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#### **Warnings:**

Information:

| 2            | Request for Certificate of Correction | 14-05-28-DDR-CON3-8515825-   | 108103                                       | no    | 1 |
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|              | nequestroi certificate of correction  | Cert_Correction.pdf          | c342dc1bf4b994ccef5227076a119c937cc0<br>b8b4 |       |   |
| Warnings:    |                                       |                              |  |       |   |
| Information: |                                       |                              |  |       |   |
|              |                                       | Total Files Size (in bytes): | 1.   | 43798 |   |

This Acknowledgement Receipt evidences receipt on the noted date by the USPTO of the indicated documents, characterized by the applicant, and including page counts, where applicable. It serves as evidence of receipt similar to a Post Card, as described in MPEP 503.

#### New Applications Under 35 U.S.C. 111

If a new application is being filed and the application includes the necessary components for a filing date (see 37 CFR 1.53(b)-(d) and MPEP 506), a Filing Receipt (37 CFR 1.54) will be issued in due course and the date shown on this Acknowledgement Receipt will establish the filing date of the application.

#### National Stage of an International Application under 35 U.S.C. 371

If a timely submission to enter the national stage of an international application is compliant with the conditions of 35 U.S.C. 371 and other applicable requirements a Form PCT/DO/EO/903 indicating acceptance of the application as a national stage submission under 35 U.S.C. 371 will be issued in addition to the Filing Receipt, in due course.

#### New International Application Filed with the USPTO as a Receiving Office

If a new international application is being filed and the international application includes the necessary components for an international filing date (see PCT Article 11 and MPEP 1810), a Notification of the International Application Number and of the International Filing Date (Form PCT/RO/105) will be issued in due course, subject to prescriptions concerning national security, and the date shown on this Acknowledgement Receipt will establish the international filing date of the application.

To: Louis@valuablepatents.com,donald@valuablepatents.com,shaelyn@valuablepatents.com

From: PAIR\_eOfficeAction@uspto.gov
Cc: PAIR eOfficeAction@uspto.gov

**Subject:** Private PAIR Correspondence Notification for Customer Number 26362

Aug 01, 2013 05:32:35 AM

Dear PAIR Customer:

LOUIS J. HOFFMAN, P.C. 14301 North 87th Street, Suite 312 Scottsdale, AZ 85260 UNITED STATES

The following USPTO patent application(s) associated with your Customer Number, 26362, have new outgoing correspondence. This correspondence is now available for viewing in Private PAIR.

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Application Document Mailroom Date Attorney Docket No.

12906979 ISSUE.NTF 07/31/2013 23-CON3

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Monday - Friday 6:00 a.m. to 12:00 a.m.

Thank you for prompt attention to this notice,

UNITED STATES PATENT AND TRADEMARK OFFICE
PATENT APPLICATION INFORMATION RETRIEVAL SYSTEM



UNITED STATES DEPARTMENT OF COMMERCE United States Patent and Trademark Office Address: COMMISSIONER FOR PATENTS P.O. Box 1450 Alexandria, Virginia 22313-1450 www.uspto.gov

| APPLICATION NO. | ISSUE DATE | PATENT NO. | ATTORNEY DOCKET NO. | CONFIRMATION NO. |
|-----------------|------------|------------|---------------------|------------------|
| 12/906,979      | 08/20/2013 | 8515825    | 23-CON3             | 1141             |

26362 7590

07/31/2013

LOUIS J. HOFFMAN, P.C. 14301 North 87th Street, Suite 312 Scottsdale, AZ 85260

#### ISSUE NOTIFICATION

The projected patent number and issue date are specified above.

### **Determination of Patent Term Adjustment under 35 U.S.C. 154 (b)**

(application filed on or after May 29, 2000)

The Patent Term Adjustment is 130 day(s). Any patent to issue from the above-identified application will include an indication of the adjustment on the front page.

If a Continued Prosecution Application (CPA) was filed in the above-identified application, the filing date that determines Patent Term Adjustment is the filing date of the most recent CPA.

Applicant will be able to obtain more detailed information by accessing the Patent Application Information Retrieval (PAIR) WEB site (http://pair.uspto.gov).

Any questions regarding the Patent Term Extension or Adjustment determination should be directed to the Office of Patent Legal Administration at (571)-272-7702. Questions relating to issue and publication fee payments should be directed to the Application Assistance Unit (AAU) of the Office of Data Management (ODM) at (571)-272-4200.

APPLICANT(s) (Please see PAIR WEB site http://pair.uspto.gov for additional applicants):

D. Delano Ross JR., Alpharetta, GA; Daniel D. Ross, Dunwoody, GA; Joseph R. Michaels, Marietta, GA; William R. May, Atlanta, GA; Richard A. Anderson, Powder Springs, GA;

The United States represents the largest, most dynamic marketplace in the world and is an unparalleled location for business investment, innovation, and commercialization of new technologies. The USA offers tremendous resources and advantages for those who invest and manufacture goods here. Through SelectUSA, our nation works to encourage and facilitate business investment. To learn more about why the USA is the best country in the world to develop technology, manufacture products, and grow your business, visit <u>SelectUSA.gov</u>.

#### Form PTO-1449 (Modified)

### List of Patents and Publications For Applicant's Information Disclosure Statement

Serial No.: CON of 11/343,464

D. Delano Ross Jr., et al. Applicants:

Filed: 10/18/2010 Group: 2445

|            |   |     |                            | U.S. P                 | ATENT DOCUMENTS              |                     |                      |                 |
|------------|---|-----|----------------------------|------------------------|------------------------------|---------------------|----------------------|-----------------|
|            | Examiner                                |     | Document                   |                        |                              |                     |                      | Filing Date     |
|            | <u>Initials</u>                         | A   | <u>Number</u><br>6,763,343 | <u>Date</u><br>07/2004 | <u>Name</u><br>Brooke et al. | <u>Class</u><br>707 | <u>Subclass</u><br>1 | (if appropriate |
|            |   | B   | 6,629,135                  | 09/2003                | Ross et al.                  | 709                 | 218                  |                 |
|            | ·                                       | C   | 6,253,188                  | 06/26/01               | Witek et al.                 | 705                 | 14                   |                 |
|            |   | D   | 6,230,173                  | 05/2001                | Ferrel et al.                | 715                 | 513                  |                 |
|            | •••••                                   | E   | 6,141,666                  | 10/31/00               | Tobin                        | 715                 | 14                   |                 |
|            | *************************************** | F   | 6,128,655                  | 10/2000                | Fields et al.                | 709                 | 219                  |                 |
| hange(s) a | nolied                                  | G   | 6,029,141                  | 02 09/22/00            | Bezos et al.                 | 705                 | 27                   |                 |
|            |   | H   | 6,023,714                  | 02/2000                | Hill et al.                  | 715                 | 513                  |                 |
| o document | ,                                       | I   | 6,012,098                  | 01/2000                | Bayeh et al.                 | 709                 | 246                  |                 |
| C.L./      |   | Ţ   | 5,991,740                  | 11/23/99               | Messer                       | 705                 | 27                   |                 |
| /19/2013   |   | K   | 5,991,735                  | 11/23/99               | Gerace                       | 705                 | 10                   |                 |
|            |   | Ĺ,  | 5,987,498                  | 11/16/99               | Athing et al.                | 709                 | 203                  |                 |
|            | *************************************** | M   | 5,983,270                  | 11/09/99               | Abraham et al.               | 709                 | 224                  |                 |
|            | ·                                       | N   | 5,983,227                  | 11/09/99               | Nazem et al.                 | 7.07                | 10                   |                 |
|            | ************************                | 0   | 5,978,766                  | 11/02/99               | Luciw                        | 705                 | 1.                   |                 |
|            | *************************************** | . р | 5,963,915                  | 10/05/99               | Kirsch                       | 705                 | 26                   |                 |
|            |   | Q   | 5,956,709                  | 09/21/99               | Xue                          | 707                 | 3                    |                 |
|            | *************************************** | R   | 5,948,061                  | 09/07/99               | Merriman et al.              | 709                 | 219                  |                 |
|            | .,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,, | S   | 5,940,843                  | 08/17/99               | Zucknovich et al.            | 715                 | 516                  |                 |
|            |   | T   | 5,940,834                  | 08/17/99               | Pinard et al.                | 707                 | 102                  |                 |
|            |   | U   | 5,937,392                  | 08/10/99               | Alberts                      | 705                 | 14                   |                 |
|            |   | V   | 5,933,811                  | 08/03/99               | Angles et al.                | 705                 | 14                   |                 |
|            |   | W   | 5,930,765                  | 07/27/99               | Martin                       | 705                 | 14                   |                 |
|            | *************************************** | Х   | 5,926,798                  | 07/20/99               | Carter                       | 705                 | 26                   |                 |
|            | *************************************** | Y   | 5,918,239                  | 06/29/99               | Allen et al.                 | 715                 | 526                  |                 |
|            | *************************************** | Z   | 5,915,243                  | 06/22/99               | Smolen                       | 705                 | 14                   |                 |
|            | ***********************                 | AA  | 5,913,202                  | 06/15/99               | Motoyama                     | 705                 | 36R                  |                 |

| Examiner: | /Yogesh Garg/ | Date Considered: | 06/26/2012 |
|-----------|---------------|------------------|------------|
|-----------|---------------|------------------|------------|

EXAMINER: Initial if reference considered, whether or not citation is in conformance with MPEP 609. Draw line through citation if not in conformance and not considered. Include copy of this form with next communication to applicants.

UNITED STATES DEPARTMENT OF COMMERCE United States Patent and Trademark Office Address: COMMISSIONER FOR PATENTS P.O. Box 1450 Alexandria, Virginia 22313-1450 www.uspto.gov

| APPLICATION NO.       | FILING DATE                  | FIRST NAMED INVENTOR | ATTORNEY DOCKET NO. | CONFIRMATION NO. |
|-----------------------|------------------------------|----------------------|---------------------|------------------|
| 12/906,979            | 10/18/2010                   | D. Delano Ross JR.   | 23-CON3             | 1141             |
| 26362<br>LOUIS J. HOF | 7590 07/19/201<br>FMAN, P.C. | 3                    | EXAM                | IINER            |
| 14301 North 87        | th Street, Suite 312         |                      | GARG, Yo            | OGESH C          |
| Scottsdale, AZ        | 85260                        |                      | ART UNIT            | PAPER NUMBER     |
|                       |                              |                      | 3625                |                  |
|                       |                              |                      |                     |                  |
|                       |                              |                      | NOTIFICATION DATE   | DELIVERY MODE    |
|                       |                              |                      | 07/19/2013          | ELECTRONIC       |

## Please find below and/or attached an Office communication concerning this application or proceeding.

The time period for reply, if any, is set in the attached communication.

Notice of the Office communication was sent electronically on above-indicated "Notification Date" to the following e-mail address(es):

Louis@valuablepatents.com donald@valuablepatents.com shaelyn@valuablepatents.com

| Examiner-Initiated Interview Summary   | 12/906,979  | ROSS ET AL.  |  |
|--|---|--|--|
| Examiner-initiated interview Summary   | Examiner  | Art Unit   |  |
|  | YOGESH C. GARG  | 3625   |  |
| All participants (applicant, applicant's representative, PTO   | personnel):   |  |  |
| (1) <u>YOGESH C. GARG</u> .  | (3)   |  |  |
| (2) <u>LOUIS J. HOFFMAN</u> .  | (4)   |  |  |
| Date of Interview: 10 July 2013.   |   |  |  |
| Type: X Telephonic Video Conference Personal [copy given to: Applicant [   | applicant's representative]   |  |  |
| Exhibit shown or demonstration conducted: Yes [ If Yes, brief description:   | □ No.   |  |  |
| Issues Discussed 101 112 102 103 Other (For each of the checked box(es) above, please describe below the issue and detail  |   |  |  |
| Claim(s) discussed:  |   |  |  |
| Identification of prior art discussed:   |   |  |  |
| Substance of Interview (For each issue discussed, provide a detailed description and indicate if agreement reference or a portion thereof, claim interpretation, proposed amendments, arguments.)  |   | dentification or clarific                                | cation of a                              |
| As suggested in the IDS filed 6/25/2013, Examiner called to three court decisions cited in the IDS filed subsequent to No discussion: Examiner indicated that he had considered the they do not effect the reasons of allowance mailed 5/13/201 eleigible as per the examining guidelines. Accordingly, the      | OA mailed 5/13/2013. Following three court decisions cited in a sand the independnet claims | g is the summar<br>the IDS filed 5/13<br>71, 81 and 87 a | r <u>y of</u><br>3/2013 and<br>re patent |
|  |   |  |  |
| Applicant recordation instructions: It is not necessary for applicant to p   | rovide a separate record of the substa  | ance of interview.                                       |  |
| <b>Examiner recordation instructions</b> : Examiners must summarize the subthe substance of an interview should include the items listed in MPEP 713, general thrust of each argument or issue discussed, a general indication of general results or outcome of the interview, to include an indication as to we | 04 for complete and proper recordation<br>fany other pertinent matters discusse             | on including the iden<br>d regarding patental            | tification of the<br>pility and the      |
| Attachment   |   |  |  |
| /YOGESH C GARG/<br>Primary Examiner, Art Unit 3625   |   |  |  |

Application No.

Applicant(s)

U.S. Patent and Trademark Office PTOL-413B (Rev. 8/11/2010) Application/Control Number: 12/906,979

Art Unit: 3625

#### Information Disclosure Statement

1. The information disclosure statement (IDS) submitted on 6/25/2013 was filed after the mailing date of the NOA on 5/13/2013. The submission is in compliance with the provisions of 37 CFR 1.97. Accordingly, the information disclosure statement is being considered by the examiner. Form 1449 is enclosed acknowledging the IDS.

- 2. Examiner has fully considered the three court decisions cited in the IDS filed 5/13/2013 and they do not effect the reasons of allowance mailed 5/13/2013 and the independent claims 71, 81 and 87 are patent eleigible as per the examining guidelines. Accordingly, the reasons of allowance mailed 5/13/2013 are maintained.
- 3. An interview summary as per the telephone interview condcuted with the Applicant's representative Mr. Louis J. Hoffman on 7/10/2013 is atatched.

Any inquiry concerning this communication or earlier communications from the examiner should be directed to YOGESH C. GARG whose telephone number is (571)272-6756. The examiner can normally be reached on Increased Flex/Hoteling.

If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, Jeffrey A. Smith can be reached on 571-272-6763. The fax phone number for the organization where this application or proceeding is assigned is 571-273-8300.

Page 2

Application/Control Number: 12/906,979 Page 3

Art Unit: 3625

Information regarding the status of an application may be obtained from the Patent Application Information Retrieval (PAIR) system. Status information for published applications may be obtained from either Private PAIR or Public PAIR. Status information for unpublished applications is available through Private PAIR only. For more information about the PAIR system, see http://pair-direct.uspto.gov. Should you have questions on access to the Private PAIR system, contact the Electronic Business Center (EBC) at 866-217-9197 (toll-free). If you would like assistance from a USPTO Customer Service Representative or access to the automated information system, call 800-786-9199 (IN USA OR CANADA) or 571-272-1000.

YOGESH C GARG Primary Examiner Art Unit 3625

/YOGESH C GARG/ Primary Examiner, Art Unit 3625 Form PTO-1449 (Modified) Serial No.: 12/906,979

List of Patents and Publications For Applicants: Ross Jr., D. Delano et al.

Information Disclosure Statement Filed: 10/18/2010

Art Unit: 3625

Page 1 of 1 Conf. No.: 1141

| 100000000000000000000000000000000000000 |      | Other Art  |
|---|------|--|
| Examiner<br>Initials                    | ltem | Author Title Date Pertinent Pages Etc.   |
| /Y.G./                                  | 1    | MEMORANDUM OPINION AND ORDER on Defendants' Renewed Motions for Judgment as a Matter of Law, and Digital River, Inc.'s Motion for New Trial; Civil Action No. 2:06-CV-00042 (DF); June 20, 2013. |
| /Y.G./                                  | 2    | MEMORANDUM OPINION AND ORDER on DDR Holdings, LLC's Motion for<br>Entry of Judgment; Civil Action No. 2:06-CV-00042 (DF); June 20, 2013.   |
| /Y.G./                                  | 3    | JUDGMENT in favor of DDR Holdings, LLC; Civil Action No. 2:06-CV-00042 (DF); June 20, 2013.  |

|           | Magaah Caral   | 07/10/2013       |
|-----------|----------------|------------------|
| Examiner: | /rogesti Garg/ | Date Considered: |

EXAMINER: Initial if reference considered whether or not citation is in conformance with MPEP 609. Draw line through citation if not in conformance *and* not considered. Include copy of this form with next communication to applicant.

To: Louis@valuablepatents.com,donald@valuablepatents.com,shaelyn@valuablepatents.com

From: PAIR\_eOfficeAction@uspto.gov
Cc: PAIR eOfficeAction@uspto.gov

**Subject:** Private PAIR Correspondence Notification for Customer Number 26362

Jul 19, 2013 05:28:37 AM

Dear PAIR Customer:

LOUIS J. HOFFMAN, P.C. 14301 North 87th Street, Suite 312 Scottsdale, AZ 85260 UNITED STATES

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| Application | Document    | Mailroom Date | Attorney Docket No. |
|-------------|-------------|---------------|---------------------|
| 12906979    | INTV.SUM.EX | 07/19/2013    | 23-CON3             |
|             | M327        | 07/19/2013    | 23-CON3             |
|             | 1449        | 07/19/2013    | 23-CON3             |

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Monday - Friday 6:00 a.m. to 12:00 a.m.

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UNITED STATES DEPARTMENT OF COMMERCE United States Patent and Trademark Office Address: COMMISSIONER FOR PATENTS P.O. Box 1450 Alexandria, Virginia 22313-1450 www.uspto.gov

| APPLICATION NO.       | FILING DATE                  | FIRST NAMED INVENTOR | ATTORNEY DOCKET NO. | CONFIRMATION NO. |
|-----------------------|------------------------------|----------------------|---------------------|------------------|
| 12/906,979            | 10/18/2010                   | D. Delano Ross JR.   | 23-CON3             | 1141             |
| 26362<br>LOUIS J. HOF | 7590 07/18/201<br>FMAN, P.C. | 3                    | EXAM                | IINER            |
| 14301 North 87        | th Street, Suite 312         |                      | GARG, Yo            | OGESH C          |
| Scottsdale, AZ        | 85260                        |                      | ART UNIT            | PAPER NUMBER     |
|                       |                              |                      | 3625                |                  |
|                       |                              |                      |                     |                  |
|                       |                              |                      | NOTIFICATION DATE   | DELIVERY MODE    |
|                       |                              |                      | 07/18/2013          | ELECTRONIC       |

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The time period for reply, if any, is set in the attached communication.

Notice of the Office communication was sent electronically on above-indicated "Notification Date" to the following e-mail address(es):

Louis@valuablepatents.com donald@valuablepatents.com shaelyn@valuablepatents.com

| Examiner-Initiated Interview Summary  | 12/906,979   | ROSS ET AL.                                   |                                     |
|---|--|---|-------------------------------------|
| Examiner-initiated linterview Summary   | Examiner   | Art Unit                                      |                                     |
|   | YOGESH C. GARG   | 3625  |                                     |
| All participants (applicant, applicant's representative, PTO  | personnel):  |   |                                     |
| (1) <u>YOGESH C. GARG</u> .   | (3)  |   |                                     |
| (2) <u>LOUIS J. HOFFMAN</u> .   | (4)  |   |                                     |
| Date of Interview: 10 July 2013.  |  |   |                                     |
| Type: X Telephonic Video Conference Personal [copy given to: Applicant]   | applicant's representative]  |   |                                     |
| Exhibit shown or demonstration conducted:   | □ No.  |   |                                     |
| Issues Discussed 101 112 112 103 0th (For each of the checked box(es) above, please describe below the issue and detail   |  |   |                                     |
| Claim(s) discussed:   |  |   |                                     |
| Identification of prior art discussed:  |  |   |                                     |
| Substance of Interview<br>(For each issue discussed, provide a detailed description and indicate if agreement reference or a portion thereof, claim interpretation, proposed amendments, arguments.)  |  | identification or clarific                    | cation of a                         |
| This is in continuation of the Interview summary mailed 7/1 were left out from being mentioned in the interview sumamuseing posted.  During the interview Mr. Hoffman indicated that the Defence 6/25/2013 ) are appealing to the fedearl Circuit Courts of Appealing to the summary mailed 7/1 were summary mailed 7/1 were summary mailed 7/1 were left out from the interview summary mailed 7/1 were left out from the interview summary mailed 7/1 were left out from being mentioned in the interview summary mailed 7/1 were left out from being mentioned in the interview summary mailed 7/1 were left out from being mentioned in the interview summary mailed 7/1 were left out from being mentioned in the interview summary mailed 7/1 were left out from being mentioned in the interview summary being posted. | ry mailed 7/10/2013 this continued to the court of the co | uation of that su                             | mmary is                            |
|   |  |   |                                     |
|   |  |   |                                     |
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|   |  |   |                                     |
| Applicant recordation instructions: It is not necessary for applicant to p  | rovide a separate record of the substa   | ance of interview.                            |                                     |
| <b>Examiner recordation instructions</b> : Examiners must summarize the subthe substance of an interview should include the items listed in MPEP 713 general thrust of each argument or issue discussed, a general indication of general results or outcome of the interview, to include an indication as to very support the interview of the interview of the interview.  | .04 for complete and proper recordation fany other pertinent matters discusse  | on including the iden<br>d regarding patental | tification of the<br>pility and the |
| ☐ Attachment  |  |   |                                     |
| /YOGESH C GARG/<br>Primary Examiner, Art Unit 3625  |  |   |                                     |

Application No.

Applicant(s)

U.S. Patent and Trademark Office PTOL-413B (Rev. 8/11/2010) To: Louis@valuablepatents.com,donald@valuablepatents.com,shaelyn@valuablepatents.com

From: PAIR\_eOfficeAction@uspto.gov
Cc: PAIR eOfficeAction@uspto.gov

**Subject:** Private PAIR Correspondence Notification for Customer Number 26362

Jul 18, 2013 05:28:01 AM

Dear PAIR Customer:

LOUIS J. HOFFMAN, P.C. 14301 North 87th Street, Suite 312 Scottsdale, AZ 85260 UNITED STATES

The following USPTO patent application(s) associated with your Customer Number, 26362, have new outgoing correspondence. This correspondence is now available for viewing in Private PAIR.

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Application Document Mailroom Date Attorney Docket No.

12906979 INTV.SUM.EX 07/18/2013 23-CON3

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If you have any questions, please email the Electronic Business Center (EBC) at EBC@uspto.gov with 'e-Office Action' on the subject line or call 1-866-217-9197 during the following hours:

Monday - Friday 6:00 a.m. to 12:00 a.m.

Thank you for prompt attention to this notice,

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#### PART B - FEE(S) TRANSMITTAL

### Complete and send this form, together with applicable fee(s), to: Mail Mail Stop ISSUE FEE

Commissioner for Patents P.O. Box 1450 Alexandria, Virginia 22313-1450

or Fax (571)-273-2885

INSTRUCTIONS: This form should be used for transmitting the ISSUE FEE and PUBLICATION FEE (if required). Blocks 1 through 5 should be completed where appropriate. All further correspondence including the Patent, advance orders and notification of maintenance fees will be mailed to the current correspondence address as

| indicated unless correct<br>maintenance fee notifica                             | ed below or directed otl   | herwise in Block 1, by (a  | a) specifying a new corres   | spondence address;  | and/or (b) indicating a sepa  | rate "FEE ADDRESS" for   |
|--|--|--|--|---|---|--|
|  | DENCE ADDRESS (Note: Use B) 590 05/31/20   | lock 1 for any change of address)  | Feet<br>pape   | (s) Transmittal. This<br>ers. Each additional   | nailing can only be used for<br>scertificate cannot be used for<br>paper, such as an assignment<br>of mailing or transmission.                            | or any other accompanying  |
| 20302  | 390 03/31/20   | 15   |  | Cert  | ificate of Mailing or Trans   | mission  |
|  | h Street, Suite 312  | 2  |  |   | t is Fee(s) Transmittal<br>S, on the date indicate  |  |
| Scottsdale, AZ   | 85260  |  | D  | onald Hertz   |   | (Depositor's name)   |
|  |  |  |  | onald Hertz/  |   | (Signature)  |
|  |  |  | 06   | 6/26/2013   |   | (Date)   |
| APPLICATION NO.  | FILING DATE  |  | FIRST NAMED INVENTOR   |   | ATTORNEY DOCKET NO.   | CONFIRMATION NO.   |
| 12/906,979<br>TITLE OF INVENTION   | 10/18/2010<br>N:   | )  | D. Delano Ross, Jr   |   | 23-CON3   | 1141   |
| Methods of exp   | oanding comme  | rcial opportuniti  | es for internet we   | ebsites throu   | gh coordinated of   | fsite marketing  |
| APPLN. TYPE  | SMALL ENTITY   | ISSUE FEE DUE  | PUBLICATION FEE DUE  | PREV. PAID ISSUE  | FEE TOTAL FEE(S) DUE  | DATE DUE   |
| nonprovisional   | NO   | \$1,780  | \$0  | \$0   | \$1,780   | 09/03/2013   |
| EXAM   | MINER  | ART UNIT   | CLASS-SUBCLASS   | ]   |   |  |
| GARG, Y  | OGESH C  | 3625   | 705-026410   |   |   |  |
| CFR 1.363).  Change of corresp Address form PTO/S.  "Fee Address" inc            | ence address or indication<br>condence address (or Cha<br>B/122) attached.<br>dication (or "Fee Address<br>02 or more recent) attach | unge of Correspondence   | 2. For printing on the p  (1) the names of up to or agents OR, alternativ  (2) the name of a singl registered attorney or a 2 registered patent atto listed, no name will be | o 3 registered patent<br>vely,<br>e firm (having as a<br>agent) and the name<br>rneys or agents. If n | attorneys 1 LOUIS J. F member a 2 2 2   | Hoffman  |
| PLEASE NOTE: Un<br>recordation as set for<br>(A) NAME OF ASSI<br>DDR HOLDINGS    | less an assignee is ident<br>th in 37 CFR 3.11. Com<br>GNEE<br>S, LLC  | ified below, no assignee<br>pletion of this form is NO                       | T a substitute for filing an  (B) RESIDENCE: (CITY  DUNWOODY, GE   | atent. If an assigne<br>assignment.<br>7 and STATE OR CO<br>EORGIA                                    |   |  |
| Please check the appropr   | riate assignee category or   | categories (will not be pr   | rinted on the patent):   | Individual 🖽 Co   | rporation or other private gro  | up entity   Government   |
| 4a. The following fee(s)  Issue Fee Publication Fee (N Advance Order - +         | No small entity discount <sub>l</sub>  |  | ☐ A check is enclosed.☐ Payment by credit car  | d.  7 authorized to charg   | y previously paid issue fee s<br>ge the required fee(s), any de<br>r(enclose a  |  |
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| Application Number:                     | 129            | 12906979                                 |          |                             |                         |  |  |
| Filing Date:                            | 18-            | Oct-2010                                 |          |                             |                         |  |  |
| Title of Invention:                     |                | thods of expanding<br>ough coordinated o |          | opportunities for int<br>ng | ernet websites          |  |  |
| First Named Inventor/Applicant Name:    | D. Delano Ross |  |          |                             |                         |  |  |
| Filer:                                  | Lou            | Louis J. Hoffman/Donald Hertz            |          |                             |                         |  |  |
| Attorney Docket Number:                 | 23-            | 23-CON3                                  |          |                             |                         |  |  |
| Filed as Large Entity                   |                |  |          |                             |                         |  |  |
| Utility under 35 USC 111(a) Filing Fees |                |  |          |                             |                         |  |  |
| Description                             |                | Fee Code                                 | Quantity | Amount                      | Sub-Total ir<br>USD(\$) |  |  |
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| EFS ID:                              | 16166032  |  |
| Application Number:                  | 12906979  |  |
| International Application Number:    |   |  |
| Confirmation Number:                 | 1141  |  |
| Title of Invention:                  | Methods of expanding commercial opportunities for internet websites through coordinated offsite marketing |  |
| First Named Inventor/Applicant Name: | D. Delano Ross  |  |
| Customer Number:                     | 26362   |  |
| Filer:                               | Louis J. Hoffman/Donald Hertz   |  |
| Filer Authorized By:                 | Louis J. Hoffman  |  |
| Attorney Docket Number:              | 23-CON3   |  |
| Receipt Date:                        | 26-JUN-2013   |  |
| Filing Date:                         | 18-OCT-2010   |  |
| Time Stamp:                          | 19:28:57  |  |
| Application Type:                    | Utility under 35 USC 111(a)   |  |

## **Payment information:**

| Submitted with Payment                   | yes         |
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| 1                             | Notification of loss of entitlement to Notification of loss of entitlement to | 13-06-26-DDR-CON3-<br>Notif_Loss_Small_Entity_Status | 35342  | no    | 1 |
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| small entity status           |   | .pdf   | 55217b461761fbff2e932c3b6a02d1c3378c<br>0ce4 |       | · |
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| 3 Fee Worksheet (SB06)        | fee-info.pdf  | 30418  | no   | 2     |   |
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If a new application is being filed and the application includes the necessary components for a filing date (see 37 CFR 1.53(b)-(d) and MPEP 506), a Filing Receipt (37 CFR 1.54) will be issued in due course and the date shown on this Acknowledgement Receipt will establish the filing date of the application.

#### National Stage of an International Application under 35 U.S.C. 371

If a timely submission to enter the national stage of an international application is compliant with the conditions of 35 U.S.C. 371 and other applicable requirements a Form PCT/DO/EO/903 indicating acceptance of the application as a national stage submission under 35 U.S.C. 371 will be issued in addition to the Filing Receipt, in due course.

#### New International Application Filed with the USPTO as a Receiving Office

If a new international application is being filed and the international application includes the necessary components for an international filing date (see PCT Article 11 and MPEP 1810), a Notification of the International Application Number and of the International Filing Date (Form PCT/RO/105) will be issued in due course, subject to prescriptions concerning national security, and the date shown on this Acknowledgement Receipt will establish the international filing date of the application.

#### IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicants: Ross, D. Delano, Jr., et al. Art Unit: 3625

Serial No. : 12/906,979 Examiner : Garg, Yogesh C.

Filing Date: 10/18/2010 Conf. No.: 1141

Title : Methods of expanding commercial opportunities for internet

websites through coordinated offsite marketing

Commissioner for Patents

Filed via EFS – June 26, 2013

P.O. Box 1450

Alexandria, VA 22313-1450

### NOTIFICATION OF LOSS OF ENTITLEMENT OF SMALL ENTITY STATUS

Dear Sir:

Assignee hereby notifies the USPTO of the loss of entitlement to small entity status in this application and submits concurrently form PTOL-85 for payment of the issue fee at the large entity rate of \$1,780.

If the Office has any questions, please feel free to contact assignee's undersigned attorney of record.

Respectfully submitted,

DDR HOLDINGS, LLC

by its attorney

Dated: June 26, 2013 /Louis J. Hoffman/

Louis J. Hoffman Reg. No. 38,918

LOUIS J. HOFFMAN, P.C. 14301 North 87th Street

Suite 312

Scottsdale, Arizona 85260

(480) 948-3295

Form PTO-1449 (Modified) Serial No.: 12/906,979

List of Patents and Publications For Applicants: Ross Jr., D. Delano et al.

Information Disclosure Statement Filed: 10/18/2010

Art Unit: 3625

Page 1 of 1 Conf. No.: 1141

| OTHER ART       |             |  |
|-----------------|-------------|--|
| Examiner        |             |  |
| <u>Initials</u> | <u>Item</u> | Author Title Date Pertinent Pages Etc.                                       |
|                 |             | MEMORANDUM OPINION AND ORDER on Defendants' Renewed Motions for              |
|                 |             | Judgment as a Matter of Law, and Digital River, Inc.'s Motion for New Trial; |
|                 | 1           | Civil Action No. 2:06-CV-00042 (DF); June 20, 2013.                          |
|                 |             | MEMORANDUM OPINION AND ORDER on DDR Holdings, LLC's Motion for               |
|                 | 2           | Entry of Judgment; Civil Action No. 2:06-CV-00042 (DF); June 20, 2013.       |
|                 | •           | JUDGMENT in favor of DDR Holdings, LLC; Civil Action No. 2:06-CV-00042       |
|                 | 3           | (DF); June 20, 2013.   |

| Examiner: | Date Considered: |
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EXAMINER: Initial if reference considered whether or not citation is in conformance with MPEP 609. Draw line through citation if not in conformance *and* not considered. Include copy of this form with next communication to applicant.

### IN THE UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF TEXAS MARSHALL DIVISION

DDR HOLDINGS, LLC

Plaintiff and Counterdefendant,

CIVIL ACTION NO. 2:06-cv-42-JRG

v.

HOTELS.COM, L.P., et al.

Defendants and Counterclaimants.

S

Defendants and Counterclaimants.

#### **MEMORANDUM OPINION AND ORDER**

Before the Court are the parties' post-trial motions. Having considered the parties' written submissions, the Court: (1) **DENIES** Defendant Digital River, Inc.'s Renewed Motion for Judgment as a Matter of Law Pursuant to Fed. R. Civ. P. 50(b) (Dkt. No. 540); (2) **DENIES** National Leisure Group, Inc.'s and World Travel Holdings, Inc.'s Renewed Motion for Judgment as a Matter of Law Pursuant to Fed. R. Civ. P. 50(b) (Dkt. No. 539); and (3) **DENIES** Defendant Digital River, Inc.'s Motion for New Trial Pursuant to Fed. R. Civ. P. 59 (Dkt. No. 562).

### I. BACKGROUND

DDR Holdings, LLC ("DDR") filed this patent infringement action against multiple defendants on January 31, 2006, alleging infringement of U.S. Patent Nos. 6,629,135 ("the '135 patent") and 6,993,572 ("the '572 patent"). The case was then stayed for almost four years until October 6, 2010, pending the reexamination proceedings at to both of the patents-in-suit. On September 9, 2011, DDR amended its complaint to add additional infringement allegations of U.S. Patent No. 7,818,399 ("the '399 patent"). This case went to trial on October 8, 2012 against Digital River, Inc. ("Digital River"), National Leisure Group, Inc., and world Travel Holdings, Inc. (collectively, "NLG"). Following a five day trial, the jury returned a unanimous verdict finding

that Digital River infringed claims 13, 17, and 20 of the '572 patent and awarded damages to DDR of \$750,000 for the period of the issue date of the patent, January 31, 2006, through the verdict date, October 12, 2012. The jury also found that NLG infringed claims 13, 17, and 20 of the '572 patent and claims 1, 3, and 9 of the '399 patent and awarded damages to DDR of \$750,000 for the period of the earliest issue date, January 31, 2006, through the verdict date. The jury did not find either infringement to be willful. The jury further found that claims 13, 17, and 20 of the '572 patent was not invalid.

#### II. APPLICABLE LAW REGARDING RULE 50

Judgment as a matter of law is only appropriate when "a reasonable jury would not have a legally sufficient evidentiary basis to find for the party on that issue." Fed. R. Civ. P. 50(a). "The grant or denial of a motion for judgment as a matter of law is a procedural issue not unique to patent law, reviewed under the law of the regional circuit in which the appeal from the district court would usually lie." Finisar Corp. v. DirectTV Group, Inc., 523 F.3d 1323, 1332 (Fed. Cir. 2008). The Fifth Circuit "uses the same standard to review the verdict that the district court used in first passing on the motion." Hiltgen v. Sumrall, 47 F.3d 695, 699 (5th Cir. 1995). Thus, a jury verdict must be upheld, and judgment as a matter of law may not be granted, unless "there is no legally sufficient evidentiary basis for a reasonable jury to find as the jury did." Id. at 700. The jury's verdict must be supported by "substantial evidence" in support of each element of the claims. Am. Home Assurance Co. v. United Space Alliance, 378 F.3d 482, 487 (5th Cir. 2004).

A court reviews all evidence in the record and must draw all reasonable inferences in favor of the nonmoving party; however, a court may not make credibility determinations or weigh the evidence, as those are solely functions of the jury. See Reeves v. Sanderson Plumbing Prods., Inc.,

530 U.S. 133, 150-51 (2000). The moving party is entitled to judgment as a matter of law "only if the evidence points so strongly and so overwhelmingly in favor of the nonmoving party that no reasonable juror could return a contrary verdict." *Int'l Ins. Co. v. RSR Corp.*, 426 F.3d 281, 296 (5th Cir. 2005).

### III. APPLICABLE LAW REGARDING RULE 59

Under Rule 59(a) of the Federal Rules of Civil Procedure, a new trial can be granted to any party to a jury trial on any or all issues "for any reason for which a new trial has heretofore been granted in an action at law in federal court." Fed. R. Civ. P. 59(a). "A new trial may be granted, for example, if the district court finds the verdict is against the weight of the evidence, the damages awarded are excessive, the trial was unfair, or prejudicial error was committed in its course." *Smith v. Transworld Drilling Co.*, 773 F.2d 610, 612-13 (5th Cir. 1985). The Court must view the evidence "in a light most favorable to the jury's verdict, and [] the verdict must be affirmed unless the evidence points so strongly and overwhelmingly in favor of one party that the court believes that reasonable persons could not arrive at a contrary conclusion." *Dawson v. Wal-Mart Stores, Inc.*, 978 F.2d 205, 208 (5th Cir. 1992).

# IV. DIGITAL RIVER'S RENEWED MOTION FOR JUDGMENT AS A MATTER OF LAW PURSUANT TO FED. R. CIV. P. 50(B) (DKT. NO. 540)

Digital River seeks judgment as a matter of law pursuant to Fed. R. Civ. P. 50(b) that (1) the asserted claims are invalid under 35 U.S.C. § 112 as indefinite; (2) the asserted claims are invalid under 35 U.S.C. §§ 102 and 103 as anticipated and/or obvious; (3) the asserted claims are invalid under 35 U.S.C. § 101 as directed to subject matter that is not eligible for patent protection; (4) Digital River does not directly infringe the asserted claims; and (5) DDR did not prove that it is entitled to any damages.

## A. The asserted claims are not invalid under 35 U.S.C. § 112 as indefinite

Digital River contends that it is entitled to judgment as a matter of law that the asserted claims are invalid as indefinite because the patent specification lacks the required objective guidance to allow one of ordinary skill in the art to know when the claimed "look and feel" element has been achieved. (Dkt. No. 540, at 2.) As support, Digital River relies on *Datamize, LLC v. Plumtree Software, Inc.* where the Federal Circuit found the term "aesthetically pleasing" to be indefinite because the patentee "offered no objective definition identifying a standard for determining when an interface screen is aesthetically pleasing." 417 F.3d 1342, 1350 (Fed. Cir. 2005). However, this Court does not find "aesthetically pleasing" to be analogous to the concept of "look and feel" in this case.

35 U.S.C. § 112 ¶ 2 requires claims to particularly point out and distinctly claim the subject matter which the applicant regards as his invention. The purpose of the definiteness requirement is to ensure that the claims delineate the scope of the invention using language that adequately notifies the public of the patentee's right to exclude. *Honeywell Int'l Inc. v. Int'l Trade Comm'n*, 341 F.3d 1332, 1338 (Fed. Cir. 2003). A claim is indefinite when it depends "solely on the unrestrained, subjective opinion of a particular individual purportedly practicing the invention." *Datamize*, 417 F.3d at 1350. However, "[i]f the meaning of the claim is discernible, even though the task may be formidable and the conclusion may be one over which reasonable persons will disagree, we have held the claim sufficiently clear to avoid invalidity on indefiniteness grounds." *Exxon Research & Eng'g Co. v. United States*, 265 F.3d 1371, 1375 (Fed. Cir. 2001). Whether a patent claim fails for indefiniteness is a question of law for the Court to decide. *Id.* at 1376.

This Court previously defined "look and feel" to be "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." (Dkt. No. 309 at 10.) The claims define the question of whether the "look and feel" of the web pages that Digital River serves are "based on" the look and feel of the referring host site. A comparison of visual elements according to the Court's construction between a pair of websites is precisely the type of infringement question for the trier of fact to decide. Such a comparison does not render the jury's decision subjective. Indeed, claims need not have mathematically precise boundaries so long as the patent gives examples and general guidelines. See Enzo Biochem, Inc. v. Applera Corp., 599 F.3d 1325, 1335 (Fed. Cir. 2010) (the term "not interfering substantially" does not render claims indefinite); Ecolab, Inc. v. Envirochem, Inc., 264 F.3d 1358, 1367 (Fed. Cir. 2001) (terms like "about" and "substantially" are descriptive terms commonly used in patent claims to "avoid a strict numerical boundary to the specified parameter.").

A finding of indefiniteness must overcome the statutory presumption of validity. *See* 35 U.S.C. § 282. That is, the "standard [for finding indefiniteness] is met where an accused infringer shows by clear and convincing evidence that a skilled artisan could not discern the boundaries of the claim based on the claim language, the specification, and the prosecution history, as well as her knowledge of the relevant art area." *Halliburton Energy Servs., Inc. v. M-I LLC*, 514 F.3d 1244, 1249-50 (Fed. Cir. 2008). The Court does not find that Digital River has met its burden. Accordingly, judgment as a matter of law as to a finding of indefiniteness is denied.

## B. The asserted claims are not invalid as anticipated and/or obvious

Digital River contends it has shown by clear and convincing evidence, through the testimony of Mr. Pichler and Mr. Kent, that the asserted claims are invalid. Digital River argues that the claims are invalid as anticipated by the Digital River Secure Sales System ("SSS System"), and also invalid as obvious in light of the SSS System, and/or in light of the combination of the SSS System with U.S. Patent No. 6,141,666 (the "Tobin patent"). Digital River argues that since three of the exemplary "look and feel elements" from the Court's claim construction were included in its prior art system, substantial evidence contradicts the jury's conclusion that the "look and feel" limitation is not met. (Dkt. No. 557 at 5.) The Court disagrees.

As stated earlier, the Court construed "look and feel" 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."

(Dkt. No. 309 at 10.) While Digital River is correct that the list of elements in the Court's construction is exemplary and not exclusive, this term is not necessarily satisfied by matching one, three, or a specific number of the exemplary elements. Rather, it is up to the trier of fact to determine whether the combination of elements making up the overall appearance of a website has a similar "look and feel" as compared to another website.

Indeed, the trial record reveals that the jury heard from Digital River's witnesses about how the SSS System operated and what capabilities it had, and the jury has weighed the credibility of such evidence. The trial record shows that Digital River's Vice President of Product and Innovation, Mr. Gagliardi, testified that earlier Digital River systems (1) had "much more limited functionality" than the recent, infringing systems, (2) had "technical constraints" that made it

"difficult to emulate" sites, (3) relied on "rigid predefinition of templates," (4) "only had a logo" match, and (5) required a logo to appear at a fixed location absent a "hack" to change location. (10/8/2012 PM Tr. at 221:10-224:15; 10/10/12 PM Tr. at 161:11-165:2.) DDR's expert witness, Dr. Keller, also offered his opinion that the SSS System and related publications failed to show any "overall match" of appearance because the pair of websites Digital River presented "basically had a matching logo," which falls short of being "based on" the host's "look and feel." (10/11/2012 PM Tr. at 103:2-112:19.) The jury considered such evidence, including the pairs of websites that Digital River displayed, and evidently found no corresponding overall look and feel to render the '572 patent invalid in light of the SSS system.

Turning to the issue of obviousness, there is substantial evidence in the record that that claim 20 of the '572 patent is not obvious in view of the SSS System and/or in light of the combination of the SSS System and the Tobin patent. DDR's expert provided the following testimony that the jury was entitled to consider in rendering their verdict:

- Q. And when we're talking about obviousness, is it sufficient to put a reference in front of each of the elements, or do you have to show something more?
  - A. You have to show something more.
  - O. What is that something more?
- A. It's called a motivation to combine, to combine those references, to put them together.

\*\*\*

- Q. Okay. Dr. Keller, you looked at Mr. Kent's report with respect to this combination, didn't you?
  - A. Yes, I did.
- Q. Did he say -- in the report, did he say why someone would be motivated to combine these two references?
  - A. No, he did not.
- Q. And in his testimony before the jury today, did he give -- did he tell the jury what the motivation was to combine the two references?
  - A. No, he did not.

(10/11/2012 PM Tr. at 121:9-122:8.) In other words, Digital River did not meet their burden to show obviousness by clear and convincing evidence. For these reasons, the Court finds that substantial evidence supports the jury's verdict that the asserted claims are not invalid as anticipated or obvious in light of the SSS System and/or in light of the combination of the SSS System and the Tobin patent.

# C. Judgment as a matter of law of invalidity for failing to claim patent-eligible subject matter

Digital River contends that the asserted claims are invalid as unpatentable subject matter under 35 U.S.C. § 101 because they are directed to an abstract idea. (Dkt. No. 540 at 13.) In its opposition, DDR incorporates by reference its opposition to a similar argument made by defendant NLG. (Dkt. No. 552 at 7.) In reply, Digital River also incorporates by reference its responsive arguments in NLG's reply to DDR's Opposition. (Dkt. No. 557 at 6.) To similarly avoid repetition, the Court addresses this common issue in Section V(B), below.

## D. Judgment as a matter of law of no infringement of the asserted claims

Digital River contends that it is entitled to judgment as a matter of law of no infringement because no reasonable jury could find that Digital River directly infringed based on three grounds:

(1) the asserted claims require three separate entities, (2) DDR failed to perform the required element-by-element infringement analysis, and (3) substantial evidence does not support the jury's direct infringement verdict because Digital River does not store the "look and feel," as required by the asserted claims. (Dkt. No. 540 at 15-16.)

### i. The '572 patent covers two-party systems

Digital River seeks a judgment of no infringement as a matter of law based on the same arguments presented in its motion for summary judgment, which was previously denied by the

Court. (*See* Dkt. No. 500.) Digital River argues error in the Court's conclusion that the asserted claims can encompass two-party systems because it was based on a single statement in the specification. Digital River urges that "by allowing that one statement to override the remainder of the prosecution history, the Court committed legal error because even a statement in a patent can be disclaimed." (Dkt. No. 558 at 7.) Digital River asserts that during prosecution, DDR clearly and unmistakably disclaimed two-party systems by distinguishing its invention from certain prior art two-party systems. (*Id.* at 8.) In its opposition, DDR responds that Digital River merely repeats its previously rejected arguments without specifying why there is some mistake within the Court's prior ruling.

On review, the Court does not find error with its previous ruling. Contrary to Digital River's assertion that the Court allowed one statement in the specification to override the entire prosecution history, the Court specifically considered each prosecution history disclaimer argument that Digital River presented. In the Memorandum and Opinion denying Digital River's Motion For Summary Judgment (after considering the parties' written submissions, hearing oral argument, and a thorough review of the full reexamination file of the '572 patent), the Court held there was no clear disavowal of claim scope. (Dkt. No. 500 at 9.) The Court underscored the importance of context in considering the isolated statements cited by Digital River, and specifically found that "[w]hen viewed as a whole, the reexamination file shows that there is no clear and unambiguous disavowal of claim scope that would preclude the two-party embodiment expressly disclosed in the specification." (Id. at 8-9.) The Court does not reach a different conclusion when presented with the same (but simply rehashed) arguments post-trial.

For the foregoing reasons, the Court does not find legal error with its prior summary judgment ruling. Accordingly, the Court reaffirms that, as a matter of law, a party may infringe the '572 patent with a two-party system.

ii. Substantial evidence supports finding of direct infringement of AutoDesk, Adobe and VMware

Digital River contends that it is entitled to judgment as a matter of law of no infringement because DDR's infringement expert, Dr. Keller, did not compare each element of the asserted claims with each of the accused systems. Digital River argues that Dr. Keller failed to demonstrate at trial that the AutoDesk, Adobe and VMware websites encompass each element of each asserted claim. (Dkt. No. 540 at 23.)

In its opposition, DDR responds that the jury heard substantial evidence of direct infringement of the overall visual appearance elements of the asserted claims. For example, the jury observed images of the three customers' websites and a list of "visual similarities" between the website pairs, in addition to Dr. Keller's testimony that the hosted sites infringed. (Dkt. No. 552, at 8.) DDR also responds that the jury heard substantial evidence of direct infringement by AutoDesk, Adobe and VMware as to all of the other elements of the asserted claims. DDR submits that during trial, Dr. Keller testified that Digital River accomplished six different infringements (including the three challenged ones) on the same platform called the "Global Commerce System." (*Id.* at 9.) DDR also submits that Dr. Keller testified that the "Global Commerce System" directly infringes the '572 patent by using one of the six infringements as an example for purposes of stepping through the remaining claim elements. (*Id.*) Therefore, DDR argues that this testimony also applies to the other five infringements that use this platform. The Court agrees.

The trial record reflects that DDR presented substantial evidence to support a jury verdict that the AutoDesk, Adobe and VMware websites met each element of the asserted claims. Dr. Keller testified that Digital River accomplished six different infringements via six customers, including the three challenged ones, on the same platform known as the "Global Commerce System." (10/9/2012 AM Tr. at 82.18-86:22.) Dr. Keller walked through, on an element-by-element basis, how the "Global Commerce System" infringed claims 13, 17, and 20 of the '572 patent as to Trend Micro, one of the six Digital River customers. (*Id.* at 88:9-98:15 and 125:24-139:5.) Then, Dr. Keller discussed infringement of the Nuance store, another one of the six Digital River customers, and explained the differences between Global Commerce's operation of the Nuance Store from the Trend Micro store:

- Q. Does Digital River's operation of Global Commerce to provide the Nuance store differ in any way from the -- its operation of the Trend Micro store on the Global Commerce Platform?
  - A. Just a few ways.
- First of all, we're displaying -- Digital River is displaying Nuance's products rather than Trend Micro's products, and it's using the look and feel of Nuance's website as opposed to Digital River's -- sorry -- as opposed to Trend Micro's website.
- Q. So outside of the differences with respect to the particular look-and-feel match and the particular commerce content, did you identify any other differences between the operation of the Global Commerce platform for Nuance site and for Trend Micro site?
  - A. No.

(10/9/2012 AM Tr. at 139:7-22.) Dr. Keller continued in his testimony by comparing the look and feel of each website pair and listing visual similarities between them for the Nuance store (*Id.* at 139:22-145:3), Microsoft store (*Id.* at 145:6-148:8), AutoDesk (*Id.* at 148:10-149:19), Adobe (*Id.* at 149:20-151:5), and VMware (*Id.* at 151:13-153:7.)

The Court finds that Dr. Keller's testimony of how the Global Commerce platform running the Trend Micro store infringes the asserted claims, taken as a whole with the visual comparison of each of the six customer websites, supports a jury finding that each customer website running on the Global Commerce platform infringes in a similar manner. In addition, the exhibits of product pages for each customer's host website and Dr. Keller's comparison to the each customer's outsourced store page served by Digital River's Global Commerce platform constitutes substantial evidence to support the jury's verdict of direct infringement by AutoDesk, Adobe and VMware.<sup>1</sup>

iii. Substantial evidence supports a finding that Digital River directs and/or controls Akamai servers

Digital River contends there is no substantial evidence in the record that it stores the "look and feel" information as required by the asserted claims because the servers are neither owned nor operated by Digital River. (Dkt. No. 540 at 24.) Digital River asserts that trial testimony showed that it entered into an arms-length contract with Akamai to provide the servers, and such arms-length cooperation is insufficient to support a finding of direct infringement. (*Id.* at 25.)

In response, DDR first argues that Digital River waived this defense by failing to disclose it in advance of trial, pursuant to Fed. R. Civ. P. 37(c)(1), which states: "If a party fails to provide information . . . as required by Rule 26(a) or (e) . . . , the party is not allowed to use that information . . . to supply evidence on a motion, at a hearing, or at trial, unless the failure was substantially justified or is harmless." However, Rule 26(a)(3)(A) provides that "a party must provide . . . the evidence it may present at trial *other than solely for impeachment* . . . ." (emphasis added). Digital River replies that its attack on DDR's infringement case is based on Dr. Keller's revelation during cross-examination that he did not investigate the location or owner of the servers that he alleged were involved in infringement, and is thus not waived. (10/9/2012 PM Tr. at 55:21-57:7.) As DDR

<sup>1</sup> The Court notes that Digital River does not contend judgment as a matter of law of no direct infringement for its other customer websites (e.g. the Microsoft store), even though Dr. Keller did not specifically walk through the Global Commerce platform as to its operation of each website.

has provided no case law compelling the Court to find waiver in such a situation where the rules do not preclude impeachment evidence, the Court does not find waiver occurred.

DDR next argues that notwithstanding its allegations of waiver, there is substantial evidence to support the jury's verdict of infringement. DDR contends that the jury is entitled to make the reasonable inference that (1) Akamai is Digital River's agent, (2) Akamai serves a duplicated image of Digital River data, and (3) Digital River directs and controls Akamai's activities. (Dkt. No. 552 at 11.) To "use" a system for purposes of infringement, "a party must put the invention into service, i.e., control the system as a whole and obtain benefit from it . . . ."

Centillion Data Sys., LLC v. Qwest Commc'ns Int'l, Inc., 631 F.3d 1279, 1284 (Fed. Cir. 2011).

The "control" contemplated does not have to be physical or direct control; rather, it is the ability to place the system as a whole into service. Id. During trial, the jury heard testimony from Mr. Gagliardi that Digital River had a contract with Akamai to serve data from domains "c5.img.digitalriver.com" and "drh.img.digitalriver.com." (10/10/2012 PM Tr. at 155:4-156:4.)

The jury also heard expert testimony from Dr. Keller that Akamai acts on behalf of Digital River by caching copies of Digital River content for faster access:

- Q. So -- and what does Akamai -- what is Akamai's business? What do they do?
- A. They bring somebody else's content closer to you. So in this particular case, if Digital River contracts with Akamai to push their content closer to you, they're actually pushing Akamai -- they're actually pushing Digital River's content and sort of making a copy of it closer to you so you can get it quicker, but essentially doing it on behalf of Digital River and acting as -- so -- acting as a -- operating on behalf of Digital River, so it's essentially Digital River's content that came from Digital River's server.
- Q. So it would be a copy of what's on Digital River's own server, correct?
- A. That's correct. It's a copy. It's simply copied closer to make it quicker to download.

(10/9/2012 PM Tr. at 86:20-87:10.) Therefore, although Akamai owned and operated servers storing the "look and feel" information on behalf of Digital River, the Court finds that there exists substantial evidence in the record to allow a reasonable inference by the jury that the servers were under the direction and control of Digital River.

## E. Judgment as a matter of law that DDR's damages model is unsupportable

Digital River contends that no reasonable jury could find that DDR was entitled to recover \$750,000 in damages from Digital River because DDR provided no evidence at trial that ties the value of sales transactions to infringement. (Dkt. No. 557 at 10.) The patentee bears the burden of proving damages, which includes the burden to "sufficiently [tie the expert testimony on damages] to the facts of the case." *Uniloc USA, Inc. v. Microsoft Corp.*, 632 F.3d 1292, 1315 (Fed. Cir. 2011). Digital River argues that product sales were not properly tied to DDR's damages model because any such sales occurred only after the alleged infringement transpired. (Dkt. No. 557 at 10.) In its opposition, DDR responds that its damages expert, Dr. Chandler, presented substantial evidence tying his damages theory to the accused use of the invention, and that the fact that sales occur immediately after, not during, infringement is immaterial. (Dkt. No. 560 at 7.) The Court agrees with DDR.

The record reflects that Dr. Chandler explained how his damages method determines a value based on the economic benefits derived from the patented product or service. (10/9/2012 PM Tr. at 124:7-126:17; 144:4-5; 176:21-23) For example, Dr. Chandler testified:

And we looked at this in large sense with an understanding of how the private-label programs work in conjunction with the -- the Defendants. There is a basic operation for their normal course of business, and these incremental transactions contribute an extra margin, an additional margin, additional revenues that have their own profitability. And those revenues would not exist if it weren't for the functionality of the patents-in-suit.

(*Id.* at 125:23-126:6.) In addition, the '572 patent itself ties the infringed claims to the commercial activity through the claim term "commerce object," which the Court defined as a "third-party merchant's: catalog, category, product (goods or services), or dynamic selection," and the claim term "merchant," which the Court defined as a "[p]roduce, distributor, or reseller of goods or services to be sold." (Dkt. No. 560 at 6-7.)

Ultimately, the jury considered the evidence presented and awarded DDR \$750,000 for Digital River's infringement of the '572 patent, significantly less than the amount DDR was seeking. On balance, the Court has no basis from which to find that the verdict lacks a sufficient evidentiary basis that a reasonable jury could not have found as the jury did in this case.

### F. Conclusion

Based on the foregoing, the Court **DENIES** Defendant Digital River, Inc.'s Renewed Motion for Judgment as a Matter of Law Pursuant to Fed. R. Civ. P. 50(b) (Dkt. No. 540).

# V. NLG'S RENEWED MOTION FOR JUDGMENT AS A MATTER OF LAW PURSUANT TO FED. R. CIV. P. 50(B) (DKT. NO. 539)

NLG seeks judgment as a matter of law pursuant to Fed. R. Civ. P. 50(b) to (1) vacate the jury verdict of direct infringement of the asserted claims in the '572 and '399 patents, (2) vacate the jury verdict of no invalidity of the asserted claims in the '572 and '399 patents, (3) vacate the jury award because the Court improperly excluded evidence of non-accused websites, and (4) set aside or reduce the damages award as grossly excessive and against the greater weight of the evidence. Interestingly however, NLG does not move for a new trial pursuant to Rule 59 on the grounds that the jury verdict is against the weight of the evidence.

## A. Judgment as a Matter of Law Regarding Direct Infringement

NLG first contends that the jury determination of direct infringement is not supported by substantial evidence because DDR's infringement expert, Dr. Keller, did not establish all of the requisite claim elements. (Dkt. No. 539 at 4.)

### i. The "look and feel" elements

NLG argues that Dr. Keller failed to offer competent or satisfactory evidence of the correspondence of look and feel between the host and NLG websites because he offered only conclusory and non-specific statements about how the "look and feel" elements are satisfied. On review of the record, the Court disagrees. As an initial matter, the jury had the published images of all nine website pairs as evidence before it to make the ultimate factual determination that the look and feel of the host corresponded to the accused NLG websites. (*See* PX617, pp. 1-2, 20-21, 35-36, 49-52, 53-54, 55-56, 57-60, 61-62, 63-64.) Additionally, DDR presented expert testimony comparing the websites pairs for substantial similarities and listing out the similarities in a demonstrative exhibit before the jury. (10/9/2012 PM Tr. at 8:3-36:22.) Thus, the jury's verdict is supported by substantial evidence of infringement as to the "look and feel" elements.

## ii. Claim 17 of the '572 patent

NLG contends that there is no substantial evidence that NLG directly infringes step (a) of claim 17 in the '572 patent by controlling or directing its partners to provide links to NLG's site on their host sites. (Dkt. No. 539 at 6.) However, both DDR's expert witness, Dr. Keller, and NLG's expert witness, Mr. Gray, testified at trial that NLG gives the URL or link to their partners to place on their host websites for customers to access the outsource website. (10/9/2012 PM Tr. at

17:15-23; 10/11/2012 AM Tr. at 126:11-19.) Thus, the jury was presented with evidence sufficient to show that NLG controls its partners' action by giving them the link to place on their host sites.

### iii. Claim 13 of the '572 patent

NLG argues that DDR did not establish that the NLG computer processor is in communication through the Internet with the host web page as required by claim 13 of the '572 patent. (Dkt. No. 539, at 6.) However, DDR's expert witness testified that "When the computer server receives a request, when a link is clicked on or activated on the host webpage, that's how the host webpage is communicating through the Internet with the computer processor or the server." (10/9/2012 PM Tr., at 12:17-25.) Thus, the record contains clear and substantial evidence to support a jury finding that this claim element is met.

### iv. Claims 1 and 19 of the '399 patent

NLG argues that DDR did not establish that its system automatically recognizes or identifies the source web page as required by claims 1 and 19 of the '399 patent. (Dkt. No. 538 at 7.) Although NLG acknowledges that Dr. Keller's testimony and his report establish that the computer processor determines the partner using a code (e.g., OBWEB for Orbitz), NLG contends there is no evidence that the computer processor identifies the source page. (*Id.* at 7-8). However, NLG does not show where in the claim language or the Court's claim construction is there a requirement for a party to recognize the exact web address of the source web page to infringe. When opposing experts differ on how a claim limitation is met, as is the case here, it is up to the jury to decide which opinion is more credible in light of the evidence. In this case, the jury made such a determination based on substantial evidence in the record to support their finding that this claim element is met.

## v. Infringement for more than one day

NLG also takes issue with the fact that DDR did not show infringement except for the single days on which Dr. Keller examined each website. (Dkt. No. 539 at 8.) However, Dr. Keller testified that, in forming his opinions, he considered the systems as a whole, "both documents about them and source code," including "the date that they -- that they used to operate these systems" and "deposition transcripts where the people who work for the Defendants describe how their systems operated." (10/9/2012 AM Tr. at 80:18-81:17.) In addition, Dr. Keller testified that, "with respect to the host websites that are partners with the Defendants," he "looked at the websites sometimes the present current website, also past websites in order to be able to see whether the look and feel of the outsource website matches an overall appearance, the look and feel of the host website." (*Id.*) Dr. Keller further testified that he looked at "past websites" using Internet archives. (*Id.* at 81:16-82:3.)

Dr. Keller also reviewed technology NLG was currently using and compared that to "different technology" that NLG used in the past and found that although the "software [that] implemented [it] changed, ... the basic functionality is unchanged" and "the data is the same," including "the same data describing the stores, the look-and-feel description, et cetera." (10/9/2012 PM Tr. at 3:22-4:15.) Moreover, Dr. Keller testified that, from his examination of source code throughout the period of infringement, he did not find anything that "had changed in any substantial way" compared to the examples that he gave during specific testimony discussing the various hosts. (*Id.* at pp. 4-45.)

The record before the Court and the evidence presented at trial is clear that Dr. Keller considered the accused systems as a whole, including the dates of operation, how the systems

operated, the current website, as well as past websites. There is substantial evidence to support the jury's finding that NLG infringed for more than the one day during which a screenshot was captured.

# B. Judgment as a Matter of Law Regarding Invalidity For Failing to Claim Patentable Subject Matter

NLG asks the Court to find the asserted claims of the '572 and '399 patent invalid as unpatentable subject matter under 35 U.S.C. § 101 because the invention is merely a business model known as "syndicated commerce" applied to the Internet. (Dkt. No. 539 at 9.) NLG points to the trial transcript for support because the named inventors used the word "idea" at least 25 times to describe his invention. NLG argues that there is nothing computer-specific about making two e-commerce web pages look like each other, and the asserted claims recite only generic functionalities that any general purpose computer can perform.

## i. Applicable Law

35 U.S.C. § 101 defines the four categories of inventions or discoveries that are eligible for patent protection:

Whoever invents or discovers any new and useful process, machine, manufacture, or composition of matter, or any new and useful improvement thereof, may obtain a patent therefor, subject to the conditions and requirements of this title.

35 U.S.C. § 101. "In choosing such expansive terms ... modified by the comprehensive 'any,' Congress plainly contemplated that the patent laws would be given wide scope." *Bilski v. Kappos*, 130 S.Ct. 3218, 3225 (citing *Diamond v. Diehr*, 450 U.S. 175, 308, 100 S.Ct. 2204 (1981)). "Congress took this permissive approach to patent eligibility to ensure that 'ingenuity should receive a liberal encouragement.' "*Id.* (citing 450 U.S. at 308-309, 100 S.Ct. 2204).

The Supreme Court has recognized three specific exceptions to the broad domain of patentable subject matter encompassed by § 101: "laws of nature, physical phenomena, and abstract ideas." *Bilski*, 130 S.Ct at 3225. Laws of nature and physical phenomena are not patentable subject matter "because those categories embrace 'the basic tools of scientific and technological work." *Research Corp. Techs., Inc. v. Microsoft Corp.*, 627 F.3d 859, 867-68 (Fed. Cir. 2010) (citing *Gottschalk v. Benson*, 409 U.S. 63, 67 (1972)). The Court can determine invalidity of a patent under 35 U.S.C. § 101 for failing to claim patentable subject matter as a matter of law. *Arrhythmia Research Tech., Inc. v. Corazonix Corp.*, 958 F.2d 1053, 1055 (Fed. Cir. 1992).

However, the rule against patents on naturally occurring things is "not without limits," for "all inventions at some level embody, use, reflect, rest upon, or apply laws of nature, natural phenomena, or abstract ideas," and "too broad an interpretation of this exclusionary principle could eviscerate patent law." *Association for Molecular Pathology, et al. v. Myriad Genetics, Inc., et al.*, --- S.Ct. ---, 2013 WL 2631062, at \*7 (citing *Mayo Collaborative Services v. Prometheus Laboratories, Inc.*, 132 S.Ct. 1289, 1293 (2012)). "As we have recognized before, patent protection strikes a delicate balance between creating 'incentives that lead to creation, invention, and discovery' and 'imped[ing] the flow of information that might permit, indeed spur, invention." *Id.* (citing 132 S.Ct. at 1305). Moreover, "a process is not unpatentable simply because it contains a law of nature or a mathematical algorithm," and "an *application* of a law of nature or mathematical formula to a known structure or process may well be deserving of patent protection." *Diamond v. Diehr*, 450 U.S. 175, 187, 100 S.Ct. 1048 (1981) (internal quotation marks omitted).

In addition, "[a]bstractness, also a disclosure problem addressed in the Patent Act in section 112, also places subject matter outside the statutory categories." *Research Corp.*, 627 F.3d at 868. An abstract idea "should exhibit itself so manifestly as to override the broad statutory categories of eligible subject matter and the statutory context that directs primary attention on the patentability criteria of the rest of the Patent Act." *Id.* "[I]nventions with specific applications or improvements to technologies in the marketplace are not likely to be so abstract that they override the statutory language and framework of the Patent Act." *Id.* at 869.

Furthermore, "it bears remembering that all issued patent claims receive a statutory presumption of validity ... that presumption applies when § 101 is raised as a basis for invalidity in district court proceedings." *CLS Bank Int'l, et al. v. Alice Corp. Pty. Ltd.*, 2013 WL 1920941, at \*12 (Fed. Cir. May 10, 2013) (Lourie, J., *et al.*, concurring).

## ii. Analysis

NLG only asserts the application of the "abstract ideas" exception in this case. NLG contends claims 13, 17, and 20 of the '572 patent and claims 1, 3 and 9 of the '399 patent are invalid under 35 U.S.C. § 101 because they do not satisfy the machine-or-transformation test and otherwise disclose an abstract idea. Claims 13 and 17 of the '572 patent are independent claims. They read:

## Claim 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.

- Claim 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 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.

Claim 1 of the '399 patent is an independent claim. It reads:

- Claim 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.

Claim 13 is a system claim. Claim 17 and claim 1 are process and method claims. The Court finds no meaningful distinction between the asserted "system," "process," and "method" claims for purposes of this § 101 analysis, and will consequently analyze them together. *Bancorp Services*, *L.L.C. v. Sun Life Assurance Co. of Canada (U.S.)*, et al., 687 F.3d 1266, 1276-77 (Fed. Cir. 2012).

In its analysis, the Court looks "not just to the type of claim but also 'to the underlying invention for patent-eligibility purposes." *Id.* (citing *CyberSource Corp. v. Retail Decisions, Inc.*, 654 F.3d 1366, 1374 (Fed. Cir. 2011)). Thus, as the Supreme Court has explained, the form of the claims should not trump basic issues of patentability. *See Parker v. Flook*, 437 U.S. 584, 593, 98 S.Ct. 2522 (1978). Here, each of the claims at issue involves storing and serving webpages having the similar look and feel of another and different webpage. There is little material difference between these categories of claims in the asserted patents for patentability analysis.

NLG's primary argument boils down to a contention that the claims disclose the business method of making two e-commerce web pages look alike; the method is no more than an abstract idea that is not dependent on computer components. In response, DDR asserts that the invention is not a method of doing business, but rather methods of displaying composite web pages that require the computer and processor to have specific tangible parts, be programmed in certain particular ways, contain specific data, and be capable of performing specific steps recited in the claims. On review of the claims at issue, the Court concludes that they are not "so manifestly" abstract as to override the statutory language of § 101. Research Corp., 627 F.3d at 868.

The claimed e-commerce outsourcing system discloses a specific set of physical linkages, including, coupling between the data store and the processor, the data store storing a look and feel description associated with a host web page and the processor programmed in certain ways to serve a composite web page. The claimed e-commerce outsourcing process requires a similar interaction between a data store storing a look and feel description of a web page and an activation of a link from a visitor computer to receive a composite web page. The method of an outsource provider also discloses a server that responds to activation by a web browser of a computer user by

retrieving pre-stored data from storage, then generating and transmitting visual elements corresponding to the source page. Each of these claimed inventions "presents functional and palpable applications in the field of computer technology." *Research Corp.*, 627 F.3d at 868. Like the claimed invention in *Research Corp.*, the process of displaying composite web pages represents an improvement to computer technologies in the marketplace. "[I]nventions with specific applications or improvements to technologies in the marketplace are not likely to be so abstract" as to be ineligible for patent protection. *Id.* 

The claimed invention also passes the machine-or-transformation test. "Under the Court of Appeals' formulation, an invention is a 'process' only if: '(1) it is tied to a particular machine or apparatus, or (2) it transforms a particular article into a different state or thing." *Bilski*, 130 S.Ct., at 3225-6 (citing *Diamond*, 450 U.S. at 182). Although the machine-or-transformation test is not the sole test for deciding whether an invention is patent-eligible, it remains a useful and important indicator in the § 101 analysis. *Id.* at 3227.

As discussed above, the asserted claims disclose a specific set of physical linkages that involve a data store, server, computer, that together, and through the claimed interconnectivity, accomplishes the process of displaying composite web pages having the look and feel of the source web page. NLG urges the Court to find the invention is only a business method of making two web pages look alike. While the '572 and '399 patents do, indeed, cover the concept of two web pages with visually corresponding elements, there is more to the asserted claims when considered as a whole. "Diehr emphasized the need to consider the invention as a whole, rather than 'dissect[ing] the claims into old and new elements and then ... ignor[ing] the presence of the old elements in the analysis." Bilski, 130 S.Ct., at 3230 (citing Diehr, 450 U.S. at 177). When the asserted claims are

considered as a whole, the claimed invention lies in stark contrast to the facts of *Bancorp*. In *Bancorp*, the claimed "mathematical concept of managing a stable value protected life insurance policy" was found unpatentable as an abstract idea because mere mathematical computer was not dependent upon the computer components required to perform it. 687 F.3d at 1279-80. In contrast, the interactions and linkages of computer machinery to generate composite web pages in this case are integral to each of DDR's asserted claims. Accordingly, the first prong of the machine-or-transformation test is satisfied. That being the case, this Court needs not address the transformation prong at this time.

The Court is also not persuaded that the inventor's use of the word "idea" at least 25 times to describe his invention is evidence of unpatentable subject matter. The inventor's testimony was given during a one week trial, and it is not unusual to explain a patent claim as a "gist" or "core idea." Such testimony is not instructive that a claim is an abstract idea for purposes of § 101 patentability. Moreover, "all inventions at some level embody, use, reflect, rest upon, or apply laws of nature, natural phenomena, or abstract ideas," yet, "too broad an interpretation of this exclusionary principle could eviscerate patent law." *Mayo*, 132 S.Ct. at 1293.

Accordingly, the Court does not find that NLG has met its burden to show by clear and convincing evidence that the asserted claims of the '572 and '399 patents are invalid for failure to claim patentable subject matter under 35 U.S.C. § 101.

# C. Judgment as a Matter of Law that the Asserted Claims are Indefinite as a Matter of Law

NLG contends that the "look and feel" terms render the asserted claims invalid as indefinite because there is no objective standard for determining whether a pair of web pages has the same "look and feel." (Dkt. No. 539 at 16.) NLG's argument is essentially a repeat of Digital

River's renewed motion for judgment of law on the same subject (Dkt. No. 540). Although Digital River's motion addressed only the '572 patent and not the '399 patent, the indefiniteness arguments center on similar claim terms present in both patents. The Court previously construed "visually perceptible elements" in the '399 patent to mean "look and feel elements that can be seen." (Dkt. No. 309 at 10.) Thus, the Court's ruling that Digital River has not met its burden to show by "clear and convincing evidence that a skilled artisan could not discern the boundaries of the claim based on the claim language, the specification, and the prosecution history, as well as her knowledge of the relevant art area," is equally applicable to NLG's parallel arguments. *Halliburton*, 514 F.3d at 1249-50.

The one extra point that NLG makes in this Motion is that indefiniteness can be found in DDR's inconsistent infringement contentions, where Dr. Keller opined that web page pairs for NLG and its partners have the same look and feel, whereas web page pairs for the current American Airlines page are not alleged to have the same look and feel. (Dkt. No. 539 at 18.) For support, NLG cites Dr. Keller's trial testimony. (10/9/2012 PM Tr. at 62:4-9.) In response, DDR clarifies that shortly after NLG's citation of Dr. Keller's testimony, and in the same testimony sequence, Dr. Keller said "I haven't made an opinion as to whether they are substantially the same or not right now in my report." (10/9/2012 PM Tr. at 68:4-6.) The Court does not find Dr. Keller's testimony to be inconsistent. The Court finds that NLG has failed to meet its burden by clear and convincing evidence to establish that the "look and feel" claim term is insolubly ambiguous.

Accordingly, judgment as a matter of law as to a finding of indefiniteness is denied.

# D. Judgment as a Matter of Law that the Court Improperly Excluded Evidence of Non-accused Websites

NLG contends the Court committed prejudicial error by precluding it from questioning witnesses or eliciting testimony relating to non-accused websites, but does not identify the remedy it seeks. (Dkt. No. 539.) Although this is raised in a 50(b) motion, NLG's argument is more in line with the requisite standard for a motion for new trial under Rule 59. "A new trial may be granted, for example, if the district court finds the verdict is against the weight of the evidence, the damages awarded are excessive, the trial was unfair, or prejudicial error was committed in its course." *Transworld Drilling*, 773 F.2d at 612-13. Therefore, the Court will construe this issue as a request for a new trial.

The core of NLG's contention is that the Court acted unfairly by excluding evidence of non-accused websites that run on the same platform as the accused websites, although such evidence is "directly relevant to issues of non-infringement, invalidity for indefiniteness, and invalidity for failing to claim patentable subject matter," and "would have helped to make clear the issues in this case for the Court and the jury." (Dkt. No. 539 at 19.) In response, DDR argues that the Court did not bar NLG from questioning witnesses or eliciting testimony relating to non-accused websites generally. The Court agrees. The Court's grant of DDR's motions *in limine* Nos. 2 and 3 (Dkt No. 481) was not a definitive ruling on the admissibility of evidence, but is merely an order requiring the offering party to first approach the bench and seek leave from the Court prior to mentioning such matters before the jury. When the parties approached the bench on a particular evidentiary matter regarding the American Airlines site, the Court considered the parties arguments, and exercised its discretion in making a limited ruling:

The Court: "Okay. There is a clear point in time at which the Plaintiffs have accused you of infringement. The sites and screenshots that take place outside

of that clear point of reference in time, to me, I don't see the relevance. That's what I understand the basis of your objection is.

Mr. Crosby: That is, yes.

The Court: You're welcome -- you're welcome to cross-examine this witness on materials that come from his report that relate to the period of time in which your client's accused of infringement, but to put up screenshots that are later in time than the period of the infringement or the accused infringement is potentially confusing and irrelevant.

(10/9/2012 PM Tr. at 71:6-19.) Nonetheless, the Court still permitted trial testimony relating to the non-accused American Airlines website, even though NLG may consider it to be limited. (*Id.* at 67:19-68:17.)

Also, the Court does not find that NLG has shown that the evidence it would have presented about the non-accused websites "points so strongly and overwhelmingly" in its favor that reasonable persons could not have arrived at a contrary conclusion as the jury verdict. *Dawson*, 978 F.2d at 208. NLG presents no specific reasons why the jury would have ruled in NLG's favor had they seen more evidence of non-accused websites; its arguments can be boiled down to hollow allegations that such evidence "would have helped to make clear the issues in this case." (Dkt. No. 539 at 19.) Accordingly, the Court does not find that it has precluded NLG from questioning witnesses or eliciting testimony relating to non-accused websites or permitted such prejudice toward NLG as to warrant a new trial.

# E. Judgment as a Matter of Law that the Jury's Damages Award Should be Set Aside

NLG contends that the jury's damages award should be set aside or reduced because it is grossly excessive and against the greater weight of the evidence. NLG argues the damages award is flawed and lists multiple reasons why DDR's damages claim was improper, including application of the 5.5% royalty rate, ignoring deductible costs, including telephone sales in the royalty base, and failure to consider acceptable non-infringing substitutes. DDR responds that

even if NLG's criticisms are correct, showing error in DDR's damages claim does not demonstrate any error in the jury's damages award. The Court agrees. Determining the credibility of the evidence and weighing the evidence are within the exclusive purview of the jury. *Reeves*, 530 U.S. at 150-51. Absent evidence that points so overwhelmingly in favor of NLG that no reasonable jury could return a contrary verdict, the Court properly assumes that the jury chose to believe or disbelieve the testimony they heard as a part of weighing all the evidence and then reaching their verdict. *RSR Corp.*, 426 F.3d at 296.

NLG also argues that the damages award is grossly excessive because DDR did not establish infringement for more than one specific date for which Dr. Keller presented screen shots in his report. This is an obvious repetition of NLG's earlier argument that DDR did not show infringement except for the single days on which Dr. Keller examined each website. (Dkt. No. 539, at 8.) As discussed earlier, the record is clear that Dr. Keller considered the accused systems as a whole and DDR's claims are not limited to the specific date the screen shots were captured.

The Court has no specific insights into how the jury precisely arrived at its award in this case. Consequently, NLG cannot attempt to reverse engineer the jury's math in reaching the \$750,000 award and use its substituted, and purely speculative, analysis to call the award excessive. Absent further insight into the jury's apportionment, the Court does not find that the verdict lacks sufficient evidentiary basis for a reasonable jury to find as this jury did in this case.

### F. Conclusion

Based on the foregoing, the Court **DENIES** National Leisure Group, Inc.'s and World Travel Holdings, Inc.'s Renewed Motion for Judgment as a Matter of Law Pursuant to Fed. R. Civ. P. 50(b) (Dkt. No. 539).

# VI. DIGITAL RIVER'S MOTION FOR NEW TRIAL PURSUANT TO FEDERAL RULE OF CIVIL PROCEDURE 59 (DKT. NO. 562)

Pursuant to Fed. R. Civ. P. 59, Digital River moves for a new trial with respect to invalidity of the '572 patent based on lack of enablement, invalidity based on anticipation and/or obviousness, non-infringement, and damages. (Dkt. No. 562.) All of Digital River's arguments, with the exception of the enablement issue, rely on the same arguments as addressed above in the section on Digital River's renewed judgment as a matter of law. Based on the same reasoning as discussed above, the Court disagrees with each of Digital River's arguments and does not find the verdict to be against the weight of the evidence. The Court will now specifically address the enablement argument.

## A. Digital River waived its enablement defense as to the "look and feel" elements

Digital River contends that it is entitled to a new trial on the issue of whether the asserted claims of the '572 patent are invalid for lack of enablement because it fails to teach one of ordinary skill in the art the concept of "look and feel." (Dkt. No. 562 at 3-4.) Digital River argues that it had presented more than sufficient evidence at trial to support the submission of a question and instruction on enablement in the jury charge, which the Court denied. Digital River also argues that it was prejudiced by the Court's failure to instruct the jury where a lack of enablement constitutes an independent ground for invalidating all the asserted claims.

In response, DDR asserts that Digital River waived its new enablement defense by failing to disclose it in advance of trial, either through its interrogatory answers or its invalidity contentions. (Dkt. No. 564 at 1.) Although Digital River touched on lack of enablement in light of another claim term, DDR contends that none of those disclosures hint at a non-enablement defense relating to the "look and feel" term.

Local Patent Rule 3.3(d) requires each party opposing a claim of patent infringement to serve invalidity contentions which disclose "[a]ny grounds of invalidity based on indefiniteness under 35 U.S.C. § 112(2) or enablement or written description under 35 U.S.C. § 112(1) of any of the asserted claims." On review of Digital River's amended invalidity contentions, the Court finds that it only asserted lack of enablement based on the "link correlated with a commerce object" limitation. (*See* Dkt. No. 564, Ex. 3.) Digital River did not put forward a lack of enablement based on the "look and feel" element at any point before trial either by complying with its disclosure obligations, responding to discovery, or in its invalidity expert report. Further, Digital River did not raise this issue during trial. During the charge conference, the Court struck the non-enablement jury instruction because Digital River had presented no arguments or evidence at trial based on the disclosed enablement defense. Nonetheless, Digital River did not specifically mention lack of enablement of the "look and feel" term in making its objection. (10/12/2012 AM Tr. at 10:8-13:15.) In essence, Digital River did not provide notice to DDR or the Court of its enablement defense based on the "look and feel" term until raising it for the first time in their Rule 59 motion.

One purpose of Patent Rule 3.3 is for early disclosure and notice of the Defendant's invalidity-based defenses to facilitate discovery and the preparation of both sides' claims and defenses well in advance of trial. Just as a prior art reference has to be specifically disclosed on an element-by-element level in a claim chart format, a § 112(2) defense must at least identify the claim element that causes a claim to fail for lack of enablement. Contrary to Digital River's argument, the Court does not find there to be sufficient disclosure of this issue in the pleadings or at any time prior to this motion. Additionally, this Court is not receptive to Digital River's argument that it may disclose the specific theory of non-enablement for the first time in the trial

testimony. Such would emasculate Rule 3.3 and return the litigants to the discredited practice of

trial by ambush.

For the foregoing reasons, the Court finds that Digital River has waived its enablement

defense as to the "look and feel" element. Accordingly, the Court does not reach the merits of

Digital River's invalidity defense for lack of enablement of the "look and feel" element.

**B.** Conclusion

Based on the foregoing, the Court DENIES Defendant Digital River, Inc.'s Motion for

New Trial Pursuant to Fed. R. Civ. P. 59 (Dkt. No. 562).

VII. CONCLUSION

For the reasons discussed, the Court: (1) DENIES Defendant Digital River, Inc.'s

Renewed Motion for Judgment as a Matter of Law Pursuant to Fed. R. Civ. P. 50(b) (Dkt. No.

540); (2) DENIES National Leisure Group, Inc.'s and World Travel Holdings, Inc.'s Renewed

Motion for Judgment as a Matter of Law Pursuant to Fed. R. Civ. P. 50(b) (Dkt. No. 539); and (3)

**DENIES** Defendant Digital River, Inc.'s Motion for New Trial Pursuant to Fed. R. Civ. P. 59

(Dkt. No. 562).

So Ordered and Signed on this

Jun 20, 2013

RODNEY GILSTRAP

UNITED STATES DISTRICT JUDGE

## IN THE UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF TEXAS MARSHALL DIVISION

DDR HOLDINGS, LLC

Plaintiff and Counterdefendant,

CIVIL ACTION NO. 2:06-cv-42-JRG

v.

HOTELS.COM, L.P., et al.

Defendants and Counterclaimants.

\$

Defendants and Counterclaimants.

## **MEMORANDUM OPINION AND ORDER**

## I. INTRODUCTION

Before the Court is Plaintiff DDR Holdings, LLC's ("DDR") Motion for Entry of Judgment. (Dkt. No. 538.) Having considered the parties' written submissions, the Court **GRANTS** DDR's Motion as set forth below. The Court has separately entered a Final Judgment contemporaneously herewith, consistent with the findings and holdings of this Opinion.

### II. FACTS & PROCEDURAL BACKGROUND

On October 12, 2012, following a week-long trial, the jury returned a verdict in favor of DDR, finding that Digital River, Inc. ("Digital River") had infringed claims 13, 17 and 20 of United States Patent No. 6,993,572 ("the '572 Patent") and awarding DDR \$750,000.00 in damages. The jury also found that Defendant National Leisure Group, Inc. and World Travel Holdings, Inc. ("NLG/WTH") infringed claims 13, 17 and 30 of the '572 Patent, as well as claims 1, 3 and 19 of United States Patent No. 7,818,399 ("the '399 Patent") and awarded damages to DDR of \$750,000.00. The jury further determined that claims 13, 17 and 20 of the '572 Patent were not invalid.

### III. DISCUSSION

## A. Prejudgment Interest

The parties dispute whether pre-judgment interest should be awarded in DDR's favor and, if so, in what amount. DDR contends that it is entitled to prejudgment interest from both Defendants beginning from the date of the parties' hypothetical negotiation calculated at the average prime rate (4.83%), compounded annually. (Dkt. No. 538, at 3.) Digital River contends that (1) DDR is entitled to prejudgment interest at the statutory, not the prime, rate; (2) that DDR is not entitled to prejudgment before 2010; and (3) that DDR is not entitled to prejudgment interest during the four-year stay of this litigation during a USPTO reexamination of the asserted patents. (Dkt. No. 545.) NLG/WTH joins in Digital River's opposition, and further asserts that DDR is not entitled to prejudgment interest because "DDR is a non-practicing entity and should not be entitled to prejudgment interest." (Dkt. No. 543.)

Upon a finding of patent infringement, "the court shall award patent damages ... together with interest and costs as fixed by the court." 35 U.S.C. § 284. Prejudgment interest should be awarded under Section 284 absent some justification for withholding such an award. *Gen. Motors Corp. v. Devex Corp.*, 461 U.S. 648, 657 (1983); *Telcordia Techs., Inc. v. Cisco Sys., Inc.*, 612 F.3d 1365, 1378 (Fed. Cir. 2010). The purpose of prejudgment interest is to place the patentee in as good a position as he would have been had the infringer paid a reasonable royalty instead of infringing. *Beatrice Foods v. New England Printing*, 923 F.2d 1576, 1580 (Fed. Cir. 1991).

## 1. Prejudgment Interest Begins at the Date of the Hypothetical Negotiation

The first question the Court must resolve in determining the issue of pre-judgment interest is the date when pre-judgment interest should begin to accrue. DDR contends that such date should be January 31, 2006, which was the date of the hypothetical negotiation as set by Defendants' joint damages expert. (Dkt. No. 531, at 12-13) ("And that's the opinion I have with respect to the payment structure that the parties would have agreed to, if they had gotten together and negotiated a license earlier in time, in [January] 2006, during ... a hypothetical negotiation.")

Digital River argues, however, that the date of the parties' hypothetical negotiation is immaterial, because DDR's damages expert based his damages model against Digital River upon accused products sold only from 2010 to 2012. (Dkt. No. 545.) Digital River contends that DDR is precluded from obtaining prejudgment interest from 2006 to 2012, when DDR's expert only calculated damages based on revenue from 2010 to 2012. *Id*.

In this case, the Court instructed the jury to award damages running from the date of the hypothetical negotiation, which in this case was agreed to by all parties to be January 31, 2006. As Digital River's damages expert testified at trial, "you kind of need the hypothetical negotiation to happen right around the time of the *alleged first infringement*, because that's the time when whoever's accused of using the technology or the teachings of the patents-in-suit would have needed a license ... And that would be in *January 2006* ..." (Dkt. No. 531, at 15) (emphasis added). Although DDR's expert presented Digital River from only 2010 to 2012, the jury was clearly instructed to award DDR a "royalty payment that a patent holder and the infringer ... would have agreed to in a hypothetical negotiation taking place at a time period just prior to when the infringement first began." (Dkt. No. 532, at 61-62.) Thus, the jury's \$750,000.00 damages

award constituted an award to DDR for Digital River's infringement occurring just prior to the first infringement; in this case, January 2006.

2. DDR is Entitled to Prejudgment Interest During the Time-Period that this Case was Stayed Pending Reexamination

Both Digital River and NLG/WTH argue that, regardless of the time when prejudgment interest begins to accrue, DDR is not entitled to prejudgment interest during the four year stay of this case while the asserted patent claims were undergoing reexamination at the USPTO. (Dkt. No. 545, at 4); (Dkt. No. 543, at 2.) Specifically, the Defendants ask this Court to toll the prejudgment interest from December 19, 2006 (the date this Court granted DDR's motion to stay the litigation) to October 6, 2010 (the date this Court granted DDR's motion to reopen the case). (Dkt. No. 178, 194.)

Defendants acknowledge that Court's customarily decline to toll prejudgment interest while re-examination proceedings are pending, but argue that the present case is distinguishable because: (1) the party seeking to recover prejudgment interest (DDR) is the party that initiated the re-examination proceedings; (2) DDR initiated the re-examination proceedings voluntarily and unilaterally; (3) DDR is the party that moved to stay the litigation; (4) Digital River opposed the stay of the litigation; and (4) the re-examination proceeding stayed the litigation for four year, a period longer than the parties actually spent litigating the case; and (5) the re-examination proceeding did not result in the narrowing of any issues in the litigation. (Dkt. No. 545, at 5) (Dkt. No. 543, at 2-5.)

Withholding prejudgment interest "is the exception, not the rule." *Lummus Indus., Inc. v. D.M. & E. Corp.*, 862 F.2d 267, 275 (1988). Defendants do not cite one case where another Court has denied a plaintiff's motion for prejudgment interest during the period of reexamination. At

best, Defendants cite to cases that suggest that a Court may deny prejudgment interest for undue delay. But at least one other District Court, in a case directly on-point, has expressly ruled that a Plaintiff-initiated reexamination does not constitute undue delay with regard to the prejudgment interest inquiry:

In this case ... Plaintiff sought the stay and Defendant opposed it. However, just as in *Allen*, the stay conserved judicial and attorney resources. Had the reexamination resulted in the rejection of the claim in question, Krippelz would have had to narrow or cancel the claim, or appeal the decision of the reexamination, and the litigation would have taken a different track or come to an end. Even though Krippelz 'caused' the delay by requesting a stay, because the stay conserved the resources of the parties and the court, it was neither unreasonable nor unjustified. For this reason, prejudgment interest should be awarded for the period during with the case was stayed.

See Krippelz v. Ford Motor Co., 670 F. Supp. 2d 815, 819-20 (N.D. Ill. 2009). The Court agrees with the analysis in Krippelz, the reexamination conserved judicial and party resources and it was not unreasonable or unjustified for DDR to seek a stay. For at least this reason, the Court declines to toll accrual of prejudgment interest during the reexamination of the claims.

3. DDR's Status as a Non-Practicing Entity Does Not Preclude an Award of Prejudgment Interest

NLG/WTH contends that "DDR is a non-practicing entity and should not be entitled to prejudgment interest." (Dkt. No. 543, at 4.) NLG/WTH does not cite to *any* case law to support its position, but rather argues that "any damage DDR has sustained has been addressed through the jury award, and adding prejudgment interest to such an award would give DDR, a non-practicing entity, a windfall. (Dkt. No. 543, at 4.) After reviewing the parties' written submissions, the Court finds no justification or basis to support NLG/WTH's argument that DDR should be precluded from an award of prejudgment interest because it is a non-practicing entity.

4. Prejudgment Interest is Calculated Using the Prime Rate

Prejudgment interest on the actual damages assessed against Digital River and NLG/WTH shall be paid from the date of the hypothetical negotiation calculated at the average prime rate (4.83%), compounded annually.

## **B.** Post-Judgment Interest

The parties agree that post-judgment interest should be set, pursuant to 28 U.S.C. §1961(a), at the statutory rate. The Court concurs.

### C. Costs

DDR argues that, as the prevailing party in this litigation, it is entitled to costs consistent with Federal Rule of Civil Procedure 54(d) and 28 U.S.C. § 1920. The Defendants do not oppose this request. Therefore, the Court awards costs to DDR.

### IV. Conclusion

A consistent Final Judgment is entered contemporaneously herewith.

So Ordered and Signed on this

Jun 20, 2013

RODNEY GILSTRAP

UNITED STATES DISTRICT JUDGE

#### IN THE UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF TEXAS MARSHALL DIVISION

DDR HOLDINGS, LLC

Plaintiff and Counterdefendant,

CIVIL ACTION NO. 2:06-cv-42-JRG

v.

HOTELS.COM, L.P., et al.

Defendants and Counterclaimants.

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Defendants and Counterclaimants.

#### **JUDGMENT**

A jury trial commenced on October 8, 2012. The jury returned a unanimous verdict on October 12, 2012. Pursuant to Rule 58 of the Federal Rules of Civil Procedure and in accordance with the jury's verdict, the Court hereby renders the following Judgment:

- 1. The jury having determined that Defendant Digital River, Inc. ("Digital River") infringed claims 13, 17, and 20 of U.S. Patent No. 6,993,572 ("the '572 Patent"); and the jury having determined that those same claims of the '572 Patent are not invalid; and the jury having awarded damages of \$750,000.00 to DDR for Digital River's infringement through October 12, 2012; it is **ORDERED** that DDR have and recover from Digital River the sum of Seven Hundred and Fifty Thousand Dollars (\$750,000.00) as compensatory damages for infringement through October 12, 2012 in this case;
- 2. The jury having determined that Defendants National Leisure Group, Inc. and World Travel Holdings, Inc. ("NLG/WTH") infringed Claims 13, 17, and 20 of the '572 Patent and Claims 1, 3, and 19 of U.S. Patent No. 7,818,399 ("The '399 Patent); and the jury having determined that those same claims of the '572 Patent are not invalid; and

- the jury having awarded damages of \$750,000.00 to DDR for NLG/WTH's infringement through October 12, 2012; it is **ORDERED** that DDR have and recover from NLG/WTH the sum of Seven Hundred and Fifty Thousand Dollars (\$750,000.00) as compensatory damages for infringement through October 12, 2012 in this case;
- 3. Pursuant to 35 U.S.C. § 284, the Court awards DDR an additional Two Hundred Eighty-One Thousand, Four Hundred and Four Dollars (\$281,404.00) in pre-judgment interest from Digital River, based upon the average prime interest rate of 4.83% as calculated and applying from the date the damages for infringement should have been paid, January 31, 2006, through October 31, 2012, compounded annually. Accordingly, the total damages awarded to DDR from Digital River is One Million, Thirty-One Thousand, Four Hundred and Four Dollars (\$1,031,404.00), plus an additional amount at the per diem rate of One Hundred Thirty-One Dollars and Seventy-One Cents (\$131.71) per day beginning on November 1, 2012, through the entry of this Judgment.
- 4. Pursuant to 35 U.S.C. § 284, the Court awards DDR an additional Two Hundred Eighty-One Thousand, Four Hundred and Four Dollars (\$281,404.00) in pre-judgment interest from NLG/WTH, based upon the average prime interest rate of 4.83% as calculated and applying from the date the damages for infringement should have been paid, January 31, 2006 through October 31, 2012, compounded annually. Accordingly, the total damages awarded to DDR from NLG/WTH is One Million, Thirty-One Thousand, Four Hundred and Four Dollars (\$1,031,404.00), plus an additional amount at the per diem rate of One Hundred Thirty-One Dollars and

Seventy-One Cents (\$131.71) per day beginning on November 1, 2012, through the entry of this Judgment.

- 5. Pursuant to Rule 54(d) of the Federal Rules of Civil Procedure and 28 U.S.C. § 1920, the Court finds that DDR is the prevailing party in this matter and is entitled to costs consistent therewith.
- 6. Pursuant to 28 U.S.C. § 1961, the Court awards DDR post-judgment interest applicable to all sums awarded herein, at the statutory rate, from the entry of this Judgment until paid.

So Ordered and Signed on this

Jun 20, 2013

UNITED STATES DISTRICT JUDGE

| Electronic Patent Application Fee Transmittal |   |           |          |        |                         |  |
|---|---|-----------|----------|--------|-------------------------|--|
| Application Number:                           | 12  | 906979    |          |        |                         |  |
| Filing Date:                                  | 18  | -Oct-2010 |          |        |                         |  |
| Title of Invention:                           | Methods of expanding commercial opportunities for internet websites through coordinated offsite marketing |           |          |        |                         |  |
| First Named Inventor/Applicant Name:          | D. Delano Ross  |           |          |        |                         |  |
| Filer:  | Louis J. Hoffman/Donald Hertz   |           |          |        |                         |  |
| Attorney Docket Number: 23-CON3               |   |           |          |        |                         |  |
| Filed as Small Entity                         |   |           |          |        |                         |  |
| Utility under 35 USC 111(a) Filing Fees       |   |           |          |        |                         |  |
| Description                                   |   | Fee Code  | Quantity | Amount | Sub-Total in<br>USD(\$) |  |
| Basic Filing:                                 |   |           |          |        |                         |  |
| Pages:  |   |           |          |        |                         |  |
| Claims:                                       |   |           |          |        |                         |  |
| Miscellaneous-Filing:                         |   |           |          |        |                         |  |
| Petition:                                     |   |           |          |        |                         |  |
| Patent-Appeals-and-Interference:              |   |           |          |        |                         |  |
| Post-Allowance-and-Post-Issuance:             | Post-Allowance-and-Post-Issuance:   |           |          |        |                         |  |
| Extension-of-Time:                            |   |           |          |        |                         |  |

| Description                             | Fee Code | Quantity  | Amount | Sub-Total in<br>USD(\$) |
|---|----------|-----------|--------|-------------------------|
| Miscellaneous:                          |          |           |        |                         |
| Submission- Information Disclosure Stmt | 2806     | 1         | 90     | 90                      |
|   | Tot      | al in USD | (\$)   | 90                      |
|   |          |           |        |                         |

| Electronic Acknowledgement Receipt   |   |  |  |  |
|--------------------------------------|---|--|--|--|
| EFS ID:                              | 16153297  |  |  |  |
| Application Number:                  | 12906979  |  |  |  |
| International Application Number:    |   |  |  |  |
| Confirmation Number:                 | 1141  |  |  |  |
| Title of Invention:                  | Methods of expanding commercial opportunities for internet websites through coordinated offsite marketing |  |  |  |
| First Named Inventor/Applicant Name: | D. Delano Ross  |  |  |  |
| Customer Number:                     | 26362   |  |  |  |
| Filer:                               | Louis J. Hoffman/Donald Hertz   |  |  |  |
| Filer Authorized By:                 | Louis J. Hoffman  |  |  |  |
| Attorney Docket Number:              | 23-CON3   |  |  |  |
| Receipt Date:                        | 25-JUN-2013   |  |  |  |
| Filing Date:                         | 18-OCT-2010   |  |  |  |
| Time Stamp:                          | 20:16:21  |  |  |  |
| Application Type:                    | Utility under 35 USC 111(a)   |  |  |  |

## **Payment information:**

| Submitted with Payment                   | yes         |
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| Payment Type                             | Credit Card |
| Payment was successfully received in RAM | \$90        |
| RAM confirmation Number                  | 7391        |
| Deposit Account                          |             |
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## File Listing:

| Document | Document Description | File Name | File Size(Bytes)/ | Multi      | Pages      |
|----------|----------------------|-----------|-------------------|------------|------------|
| Number   | Document Description | File Name | Message Digest    | Part /.zip | (if appl.) |

| 1                | Transmittal Letter                      | 13-06-25-DDR-CON3-<br>Supp_IDS_Cover.pdf      | 62825<br>779c58b4be89c2c0bf73d5fc2dbf819fe4d5<br>77a5 | no   | 4  |  |  |  |  |
|------------------|---|---|---|------|----|--|--|--|--|
| Warnings:        | l                                       |   |   | -    |    |  |  |  |  |
| Information:     |   |   |   |      |    |  |  |  |  |
| 2                | Information Disclosure Statement (IDS)  | 13-06-25-DDR-CON3-                            | 86365   | no   | 1  |  |  |  |  |
|                  | Form (SB08)                             | FORM_1449-DLH.pdf                             | e5c88b0dbe9a49088d0eb0c0f50819582f2<br>1d024          |      |    |  |  |  |  |
| Warnings:        | Warnings:                               |   |   |      |    |  |  |  |  |
| Information:     |   |   |   |      |    |  |  |  |  |
| This is not an U | SPTO supplied IDS fillable form         |   |   |      |    |  |  |  |  |
| 3                | Non Patent Literature                   | 13-06-20-ORDER-<br>Post_Trial_Motions-569.pdf | 306292  | no   | 32 |  |  |  |  |
| 3                | North atent Literature                  |   | 3e0c8f9f6425ec7faea07e7e7f8c3686bd6c1<br>c4a          | 110  | 32 |  |  |  |  |
| Warnings:        |   |   |   |      |    |  |  |  |  |
| Information:     |   |   |   |      |    |  |  |  |  |
| 4                | Non Patent Literature                   | 13-06-20-ORDER-                               | 169819  | no   | 6  |  |  |  |  |
|                  | Non atem Enclarate                      | Entry_of_Judgment-570.pdf                     | dab4711fab1750a18557c01605596cfe51c9<br>24a7          | 110  |    |  |  |  |  |
| Warnings:        |   |   |   |      |    |  |  |  |  |
| Information:     |   |   |   |      |    |  |  |  |  |
| 5                | Non Patent Literature                   | 13-06-20-JUDGMENT-571.pdf                     | 132986  | no   | 3  |  |  |  |  |
|                  |   |   | 4a2991c885f0986deb5fb76e33ec293a73ca<br>4247          |      |    |  |  |  |  |
| Warnings:        | <u>'</u>                                |   | 1   |      |    |  |  |  |  |
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|                  | _ ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,, |   | 30252   |      | _  |  |  |  |  |
| 6                | Fee Worksheet (SB06)                    | fee-info.pdf                                  | 95a08098a9385241c53f17de5dac6b98a33<br>73977          | no   | 2  |  |  |  |  |
| Warnings:        |   |   |   | •    |    |  |  |  |  |
| Information:     |   |   |   |      |    |  |  |  |  |
|                  |   | Total Files Size (in bytes)                   | 78  | 8539 |    |  |  |  |  |
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This Acknowledgement Receipt evidences receipt on the noted date by the USPTO of the indicated documents, characterized by the applicant, and including page counts, where applicable. It serves as evidence of receipt similar to a Post Card, as described in MPEP 503.

#### New Applications Under 35 U.S.C. 111

If a new application is being filed and the application includes the necessary components for a filing date (see 37 CFR 1.53(b)-(d) and MPEP 506), a Filing Receipt (37 CFR 1.54) will be issued in due course and the date shown on this Acknowledgement Receipt will establish the filing date of the application.

#### National Stage of an International Application under 35 U.S.C. 371

If a timely submission to enter the national stage of an international application is compliant with the conditions of 35 U.S.C. 371 and other applicable requirements a Form PCT/DO/EO/903 indicating acceptance of the application as a national stage submission under 35 U.S.C. 371 will be issued in addition to the Filing Receipt, in due course.

#### New International Application Filed with the USPTO as a Receiving Office

If a new international application is being filed and the international application includes the necessary components for an international filing date (see PCT Article 11 and MPEP 1810), a Notification of the International Application Number and of the International Filing Date (Form PCT/RO/105) will be issued in due course, subject to prescriptions concerning national security, and the date shown on this Acknowledgement Receipt will establish the international filing date of the application.

#### IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicants: Ross, D. Delano, Jr., et al. Art Unit: 3625

Serial No. : 12/906,979 Examiner : Garg, Yogesh C.

Filing Date: 10/18/2010 Conf. No.: 1141

Title : Methods of expanding commercial opportunities for internet

websites through coordinated offsite marketing

Commissioner for Patents

Filed via EFS – June 25, 2013

P.O. Box 1450

Alexandria, VA 22313-1450

#### SUPPLEMENTAL INFORMATION DISCLOSURE STATEMENT

Dear Sir:

Assignee discloses the Judgment and accompanying Opinions listed on attached form PTO-1449 (Modified) from the lawsuit previously disclosed, Case No. 2:06CV42 (E.D. Tex.).

In the Notice of Allowance, at paragraph 3, the examiner quoted from assignee's Response to Office Action in February 2013, where assignee said that it expected to file a Supplemental IDS with further information about the trial. The examiner's comment noted that no Supplemental IDS had been received.

Assignee's comment (to which the examiner referred) recorded assignee's expectation in February 2013 that the Court's decision on post-trial motions would be made soon. Assignee thought that the most concise way to advise the Office what happened at the trial in October 2012 and would be to disclose, by filing another IDS, the Judgment in the lawsuit and the Court's Opinion on the defense motions.

Unfortunately from a timing perspective, things did not go as planned: The Court did not issue its opinion and judgment "shortly" after the February 2013 paper; rather, the Court issued the opinion and judgment only in June 2013. By that time, the Office had allowed this application. Also unfortunately (in some sense) the examiner did not accept assignee's request to schedule an interview before the next action, apparently because the examiner decided that assignee's Response to Office Action contained remarks that were persuasive and that the claims should be allowed. Had the

examiner agreed to schedule the interview, assignee had planned to advise the examiner of the status of the lawsuit and offered to answer questions before allowance.

Because of that combination of circumstances and the relative timing of the Judgment and the Notice of Allowance, assignee is filing this Supplemental Disclosure Statement after allowance, rather than before allowance as expected.

The only items being cited are the Court's Judgment and Opinions, which assignee received last week. Thus, pursuant to MPEP 609, assignee includes the certification that the materials cited were received only recently, as follows:

To the knowledge of the undersigned attorney after making reasonable inquiry, no item of information contained in this Information Disclosure Statement was either (1) cited in a communication from a foreign patent office in a counterpart foreign application, or (2) known to any individual designated in 37 C.F.R. § 1.56(c), more than three months ago. The fee set forth in 37 C.F.R. § 1.17(p) accompanies this submission.

The Court's Opinions refer, among other things, to certain arguments by defendant Digital River, Inc. contending that the patents-in-suit were invalid over prior art under 35 U.S.C. §§ 102 and 103, as well as arguments by defendants that the patents-in-suit were invalid under 17 U.S.C. §§ 101 and 112(1), (2). The examiner should recall that the patents-in-suit are parents to the claims of this application and have some overlapping claim terms.

With regard to the non-art defense contentions, the examiner can review the Court's Opinions. In addition, regarding the argument under 17 U.S.C. § 101, the examiner should take note of the two Federal Circuit decisions issued in the last six weeks on that subject, in *CLS Services Ltd. v. Alice Corporation Pty Ltd.*, No. 2011-1301 (Fed. Cir. May 10, 2013) (en banc), and *Ultramercial, Inc. v. Hulu, LLC*, No. 2010-1544 (Fed. Cir. June 21, 2013) (panel decision on remand from Supreme Court).

With regard to Digital River's prior art contentions, although the Opinions summarize (and reject) the defense arguments, assignee wishes to offer the examiner further assistance if needed. Assignee has previously cited the litigation case file in its entirety and requested that the Office review the publicly available materials in those

files. Although assignee repeats that request here, assignee recognizes that the lawsuit case file contains a lot of material. Given the volume, and to assist the examiner, assignee specifically offers to help the examiner access any materials, should the examiner have any questions or wish to review anything more, and assignee also assists by offering the following remarks about the Opinions cited in this IDS as related to the prior art arguments made at trial.

As the examiner can see from the Opinions, the prior art invalidity arguments presented against the parent patent at trial centered on Digital River's own operations, specifically a system called the "Secure Sales System," abbreviated "SSS," which Digital River pointed out was working before the effective filing date and supported sales to its customers. Digital River also cited a patent, called the Tobin patent, to support an obviousness rejection of at least one dependent patent claim.

The Tobin patent has long been of record in this application; indeed, it was carefully reviewed in parent applications.

DDR supplied the Office in this application, through previous IDS filings, lots of materials regarding the Digital River SSS system. The undersigned believes that the previously cited materials contain adequate information about the Digital River SSS, and provide a good representation of the SSS system as operational or as disclosed by Digital River before this application's effective filing date.

At trial, the primary defense witness who testified about prior art was Mr. Kent, the expert whose report assignee supplied in an earlier IDS, and which the Office used in a previous rejection. Mr. Kent relied heavily on the Digital River SSS in his report. At trial, the Court constrained Mr. Kent so that he did not testify to subjects beyond his report, so the examiner should have access to the information required to understand Mr. Kent's testimony from the already reviewed report.

Nevertheless, at trial, Digital River relied on some kinds of information other than what is found in Mr. Kent's report. First, Digital River presented testimony from certain Digital River former-employee witnesses explaining the SSS system and how and when it worked. Second, Digital River presented in open court certain exhibits that

Digital River had previously marked as confidential, which earlier prevented DDR or its counsel from citing them to the Office in previous IDS filings (because to do so would have violated the Court's protective order). Third, Digital River demonstrated in open court a reconstructed machine that purportedly operated like the SSS system at the relevant time. Fourth, Digital River offered attorney argument supposedly summarizing evidence related to the SSS system.

Among the Kent expert report, printed documents discussing SSS, certain customer examples, and a video showing a demonstration of the reconstructed machine – all of which the examiner has previously seen – assignee believes that DDR has provided the Office with sufficient information about SSS. However, if the examiner believes that it would be helpful to see more, including specifically any trial transcripts or exhibits released at trial, the examiner has only to ask, and DDR will supply further information in response to such a request.

DDR believes that the examiner should fairly conclude that the Opinion and Judgment cited here are completely consistent with the conclusion of patentability made by the Office in the Notice of Allowance. DDR is citing the Opinion and Judgment nonetheless so that the examiner can make his own determination.

If the Office has any questions, please feel free to contact assignee's undersigned attorney of record.

Respectfully submitted, DDR HOLDINGS, LLC

by its attorney

Dated: June 25, 2013 / Lo

/Louis J. Hoffman/ Louis J. Hoffman Reg. No. 38,918

LOUIS J. HOFFMAN, P.C. 14301 North 87<sup>th</sup> Street Suite 312 Scottsdale, Arizona 85260 (480) 948-3295

Serial No. 12/906,979

Page 4 of 4

UNITED STATES DEPARTMENT OF COMMERCE United States Patent and Trademark Office Address: COMMISSIONER FOR PATENTS P.O. Box 1450 Alexandria, Virginia 22313-1450

#### NOTICE OF ALLOWANCE AND FEE(S) DUE

26362 7590 05/31/2013 LOUIS J. HOFFMAN, P.C. 14301 North 87th Street, Suite 312 Scottsdale, AZ 85260 EXAMINER
GARG, YOGESH C

ART UNIT PAPER NUMBER

3625

DATE MAILED: 05/31/2013

| APPLICATION NO. | FILING DATE | FIRST NAMED INVENTOR | ATTORNEY DOCKET NO. | CONFIRMATION NO. |
|-----------------|-------------|----------------------|---------------------|------------------|
| 12/906 979      | 10/18/2010  | D. Delano Ross IR    | 23-CON3             | 1141             |

TITLE OF INVENTION: Methods of expanding commercial opportunities for internet websites through coordinated offsite marketing

| APPLN. TYPE    | ENTITY STATUS | ISSUE FEE DUE | PUBLICATION FEE DUE | PREV. PAID ISSUE FEE | TOTAL FEE(S) DUE | DATE DUE   |
|----------------|---------------|---------------|---------------------|----------------------|------------------|------------|
| nonprovisional | SMALL         | \$890         | \$0                 | \$0                  | \$890            | 09/03/2013 |

THE APPLICATION IDENTIFIED ABOVE HAS BEEN EXAMINED AND IS ALLOWED FOR ISSUANCE AS A PATENT. PROSECUTION ON THE MERITS IS CLOSED. THIS NOTICE OF ALLOWANCE IS NOT A GRANT OF PATENT RIGHTS. THIS APPLICATION IS SUBJECT TO WITHDRAWAL FROM ISSUE AT THE INITIATIVE OF THE OFFICE OR UPON PETITION BY THE APPLICANT. SEE 37 CFR 1.313 AND MPEP 1308.

THE ISSUE FEE AND PUBLICATION FEE (IF REQUIRED) MUST BE PAID WITHIN THREE MONTHS FROM THE MAILING DATE OF THIS NOTICE OR THIS APPLICATION SHALL BE REGARDED AS ABANDONED. THIS STATUTORY PERIOD CANNOT BE EXTENDED. SEE 35 U.S.C. 151. THE ISSUE FEE DUE INDICATED ABOVE DOES NOT REFLECT A CREDIT FOR ANY PREVIOUSLY PAID ISSUE FEE IN THIS APPLICATION. IF AN ISSUE FEE HAS PREVIOUSLY BEEN PAID IN THIS APPLICATION (AS SHOWN ABOVE), THE RETURN OF PART B OF THIS FORM WILL BE CONSIDERED A REQUEST TO REAPPLY THE PREVIOUSLY PAID ISSUE FEE TOWARD THE ISSUE FEE NOW DUE.

#### HOW TO REPLY TO THIS NOTICE:

I. Review the ENTITY STATUS shown above. If the ENTITY STATUS is shown as SMALL or MICRO, verify whether entitlement to that entity status still applies.

If the ENTITY STATUS is the same as shown above, pay the TOTAL FEE(S) DUE shown above.

If the ENTITY STATUS is changed from that shown above, on PART B - FEE(S) TRANSMITTAL, complete section number 5 titled "Change in Entity Status (from status indicated above)".

For purposes of this notice, small entity fees are 1/2 the amount of undiscounted fees, and micro entity fees are 1/2 the amount of small entity fees

II. PART B - FEE(S) TRANSMITTAL, or its equivalent, must be completed and returned to the United States Patent and Trademark Office (USPTO) with your ISSUE FEE and PUBLICATION FEE (if required). If you are charging the fee(s) to your deposit account, section "4b" of Part B - Fee(s) Transmittal should be completed and an extra copy of the form should be submitted. If an equivalent of Part B is filed, a request to reapply a previously paid issue fee must be clearly made, and delays in processing may occur due to the difficulty in recognizing the paper as an equivalent of Part B.

III. All communications regarding this application must give the application number. Please direct all communications prior to issuance to Mail Stop ISSUE FEE unless advised to the contrary.

IMPORTANT REMINDER: Utility patents issuing on applications filed on or after Dec. 12, 1980 may require payment of maintenance fees. It is patentee's responsibility to ensure timely payment of maintenance fees when due.

#### PART B - FEE(S) TRANSMITTAL

#### Complete and send this form, together with applicable fee(s), to: Mail Mail Stop ISSUE FEE

Mail Stop ISSUE FEE Commissioner for Patents P.O. Box 1450

Alexandria, Virginia 22313-1450 or <u>Fax</u> (571)-273-2885

INSTRUCTIONS: This form should be used for transmitting the ISSUE FEE and PUBLICATION FEE (if required). Blocks 1 through 5 should be completed where appropriate. All further correspondence including the Patent, advance orders and notification of maintenance fees will be mailed to the current correspondence address as indicated unless corrected below or directed otherwise in Block 1, by (a) specifying a new correspondence address; and/or (b) indicating a separate "FEE ADDRESS" for maintenance fee notifications.

maintenance fee notifications. Note: A certificate of mailing can only be used for domestic mailings of the Fee(s) Transmittal. This certificate cannot be used for any other accompanying papers. Each additional paper, such as an assignment or formal drawing, must have its own certificate of mailing or transmission. CURRENT CORRESPONDENCE ADDRESS (Note: Use Block 1 for any change of address) Certificate of Mailing or Transmission I hereby certify that this Fee(s) Transmittal is being deposited with the United States Postal Service with sufficient postage for first class mail in an envelope addressed to the Mail Stop ISSUE FEE address above, or being facsimile transmitted to the USPTO (571) 273-2885, on the date indicated below. 26362 7590 05/31/2013 LOUIS J. HOFFMAN, P.C. 14301 North 87th Street, Suite 312 Scottsdale, AZ 85260 (Depositor's name (Signature (Date APPLICATION NO. FILING DATE FIRST NAMED INVENTOR ATTORNEY DOCKET NO. CONFIRMATION NO. 12/906.979 10/18/2010 D. Delano Ross JR. 23-CON3 1141 TITLE OF INVENTION: Methods of expanding commercial opportunities for internet websites through coordinated offsite marketing APPLN. TYPE ENTITY STATUS ISSUE FEE DUE PUBLICATION FEE DUE PREV. PAID ISSUE FEE TOTAL FEE(S) DUE DATE DUE nonprovisional **SMALL** \$890 \$890 09/03/2013 EXAMINER ART UNIT CLASS-SUBCLASS GARG, YOGESH C 705-026410 3625 1. Change of correspondence address or indication of "Fee Address" (37 CFR 1.363). 2. For printing on the patent front page, list (1) the names of up to 3 registered patent attorneys ☐ Change of correspondence address (or Change of Correspondence Address form PTO/SB/122) attached. or agents OR, alternatively, (2) the name of a single firm (having as a member a registered attorney or agent) and the names of up to 2 registered patent attorneys or agents. If no name is ☐ "Fee Address" indication (or "Fee Address" Indication form PTO/SB/47; Rev 03-02 or more recent) attached. Use of a Customer Number is required. listed, no name will be printed. 3. ASSIGNEE NAME AND RESIDENCE DATA TO BE PRINTED ON THE PATENT (print or type) PLEASE NOTE: Unless an assignee is identified below, no assignee data will appear on the patent. If an assignee is identified below, the document has been filed for recordation as set forth in 37 CFR 3.11. Completion of this form is NOT a substitute for filing an assignment. (A) NAME OF ASSIGNEE (B) RESIDENCE: (CITY and STATE OR COUNTRY) Please check the appropriate assignee category or categories (will not be printed on the patent): 🔲 Individual 🔲 Corporation or other private group entity 🖵 Government 4b. Payment of Fee(s): (Please first reapply any previously paid issue fee shown above) 4a. The following fee(s) are submitted: ☐ Issue Fee A check is enclosed. Publication Fee (No small entity discount permitted) Payment by credit card. Form PTO-2038 is attached. The Director is hereby authorized to charge the required fee(s), any deficiency, or credit any Advance Order - # of Copies \_ overpayment, to Deposit Account Number (enclose an extra copy of this form).

| 5. Change in Entity Status (from status indicated above)  |   |
|---|---|
| Applicant certifying micro entity status. See 37 CFR 1.29   | NOTE: Absent a valid certification of Micro Entity Status (see form PTO/SB/15A and 15B), issue fee payment in the micro entity amount will not be accepted at the risk of application abandonment.  |
| ☐ Applicant asserting small entity status. See 37 CFR 1.27  | <u>NOTE:</u> If the application was previously under micro entity status, checking this box will be taken to be a notification of loss of entitlement to micro entity status.   |
| Applicant changing to regular undiscounted fee status.  | <u>NOTE:</u> Checking this box will be taken to be a notification of loss of entitlement to small or micro entity status, as applicable.  |
| NOTE: The Issue Fee and Publication Fee (if required) will not be accepted interest as shown by the records of the United States Patent and Trademark   | from anyone other than the applicant; a registered attorney or agent; or the assignee or other party in Office.   |
|   |   |
| Authorized Signature  | Date  |
| Typed or printed name   | Registration No.  |
| This collection of information is required by 37 CFR 1.311. The informatic an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR submitting the completed application form to the USPTO. Time will vary this form and/or suggestions for reducing this burden, should be sent to the Box 1450, Alexandria, Virginia 22313-1450. DO NOT SEND FEES OR CAlexandria, Virginia 22313-1450. | on is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) 1.14. This collection is estimated to take 12 minutes to complete, including gathering, preparing, and depending upon the individual case. Any comments on the amount of time you require to complete chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, |

Under the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number.



#### UNITED STATES PATENT AND TRADEMARK OFFICE

UNITED STATES DEPARTMENT OF COMMERCE United States Patent and Trademark Office Address: COMMESIONER FOR PATENTS

P.O. Box 1450 Alexandria, Virginia 22313-1450 www.uspto.gov

DATE MAILED: 05/31/2013

| APPLICATION NO.    | FILING DATE       | FIRST NAMED INVENTOR | ATTORNEY DOCKET NO. | CONFIRMATION NO. |
|--------------------|-------------------|----------------------|---------------------|------------------|
| 12/906,979         | 10/18/2010        | D. Delano Ross JR.   | 23-CON3             | 1141             |
| 26362 75           | 90 05/31/2013     |                      | EXAM                | INER             |
| LOUIS J. HOFFN     |                   |                      | GARG, Yo            | OGESH C          |
| 14301 North 87th S | Street, Suite 312 |                      |                     |                  |
| Scottsdale, AZ 852 | 60                |                      | ART UNIT            | PAPER NUMBER     |
|                    |                   |                      | 3625                |                  |

#### Determination of Patent Term Adjustment under 35 U.S.C. 154 (b)

(application filed on or after May 29, 2000)

The Patent Term Adjustment to date is 155 day(s). If the issue fee is paid on the date that is three months after the mailing date of this notice and the patent issues on the Tuesday before the date that is 28 weeks (six and a half months) after the mailing date of this notice, the Patent Term Adjustment will be 155 day(s).

If a Continued Prosecution Application (CPA) was filed in the above-identified application, the filing date that determines Patent Term Adjustment is the filing date of the most recent CPA.

Applicant will be able to obtain more detailed information by accessing the Patent Application Information Retrieval (PAIR) WEB site (http://pair.uspto.gov).

Any questions regarding the Patent Term Extension or Adjustment determination should be directed to the Office of Patent Legal Administration at (571)-272-7702. Questions relating to issue and publication fee payments should be directed to the Customer Service Center of the Office of Patent Publication at 1-(888)-786-0101 or (571)-272-4200.

#### **Privacy Act Statement**

The Privacy Act of 1974 (P.L. 93-579) requires that you be given certain information in connection with your submission of the attached form related to a patent application or patent. Accordingly, pursuant to the requirements of the Act, please be advised that: (1) the general authority for the collection of this information is 35 U.S.C. 2(b)(2); (2) furnishing of the information solicited is voluntary; and (3) the principal purpose for which the information is used by the U.S. Patent and Trademark Office is to process and/or examine your submission related to a patent application or patent. If you do not furnish the requested information, the U.S. Patent and Trademark Office may not be able to process and/or examine your submission, which may result in termination of proceedings or abandonment of the application or expiration of the patent.

The information provided by you in this form will be subject to the following routine uses:

- 1. The information on this form will be treated confidentially to the extent allowed under the Freedom of Information Act (5 U.S.C. 552) and the Privacy Act (5 U.S.C 552a). Records from this system of records may be disclosed to the Department of Justice to determine whether disclosure of these records is required by the Freedom of Information Act.
- 2. A record from this system of records may be disclosed, as a routine use, in the course of presenting evidence to a court, magistrate, or administrative tribunal, including disclosures to opposing counsel in the course of settlement negotiations.
- 3. A record in this system of records may be disclosed, as a routine use, to a Member of Congress submitting a request involving an individual, to whom the record pertains, when the individual has requested assistance from the Member with respect to the subject matter of the record.
- 4. A record in this system of records may be disclosed, as a routine use, to a contractor of the Agency having need for the information in order to perform a contract. Recipients of information shall be required to comply with the requirements of the Privacy Act of 1974, as amended, pursuant to 5 U.S.C. 552a(m).
- 5. A record related to an International Application filed under the Patent Cooperation Treaty in this system of records may be disclosed, as a routine use, to the International Bureau of the World Intellectual Property Organization, pursuant to the Patent Cooperation Treaty.
- 6. A record in this system of records may be disclosed, as a routine use, to another federal agency for purposes of National Security review (35 U.S.C. 181) and for review pursuant to the Atomic Energy Act (42 U.S.C. 218(c)).
- 7. A record from this system of records may be disclosed, as a routine use, to the Administrator, General Services, or his/her designee, during an inspection of records conducted by GSA as part of that agency's responsibility to recommend improvements in records management practices and programs, under authority of 44 U.S.C. 2904 and 2906. Such disclosure shall be made in accordance with the GSA regulations governing inspection of records for this purpose, and any other relevant (i.e., GSA or Commerce) directive. Such disclosure shall not be used to make determinations about individuals.
- 8. A record from this system of records may be disclosed, as a routine use, to the public after either publication of the application pursuant to 35 U.S.C. 122(b) or issuance of a patent pursuant to 35 U.S.C. 151. Further, a record may be disclosed, subject to the limitations of 37 CFR 1.14, as a routine use, to the public if the record was filed in an application which became abandoned or in which the proceedings were terminated and which application is referenced by either a published application, an application open to public inspection or an issued patent.
- 9. A record from this system of records may be disclosed, as a routine use, to a Federal, State, or local law enforcement agency, if the USPTO becomes aware of a violation or potential violation of law or regulation.

|  | Application No. 12/906,979  |                                      | Applicant(s) ROSS ET AL.               |  |  |
|--|---|--------------------------------------|--|--|--|
| Notice of Allowability   | Examiner<br>YOGESH C. GARG  | Art Unit 3625                        | AIA (First Inventor to File) Status    |  |  |
| The MAILING DATE of this communication appear All claims being allowable, PROSECUTION ON THE MERITS IS (herewith (or previously mailed), a Notice of Allowance (PTOL-85) of NOTICE OF ALLOWABILITY IS NOT A GRANT OF PATENT RIC of the Office or upon petition by the applicant. See 37 CFR 1.313  | OR REMAINS) CLOSED in this a<br>or other appropriate communication<br>GHTS. This application is subject | pplication. If not on will be mailed | included<br>in due course. <b>THIS</b> |  |  |
| 1. ☑ This communication is responsive to <u>2/11/2013</u> .  |   |                                      |  |  |  |
| A declaration(s)/affidavit(s) under 37 CFR 1.130(b) was/   | were filed on   |                                      |  |  |  |
| 2. An election was made by the applicant in response to a restr requirement and election have been incorporated into this ac   |   | the interview on                     | ; the restriction                      |  |  |
| <ol> <li>The allowed claim(s) is/are <u>71-92</u>. As a result of the allowed<br/>Highway program at a participating intellectual property offic<br/><a href="http://www.uspto.gov/patents/init_events/pph/index.jsp">http://www.uspto.gov/patents/init_events/pph/index.jsp</a> or ser</li> </ol> | e for the corresponding application   | n. For more infor                    |  |  |  |
| 4. Acknowledgment is made of a claim for foreign priority under  | 35 U.S.C. § 119(a)-(d) or (f).  |                                      |  |  |  |
| Certified copies:  |   |                                      |  |  |  |
| <ul> <li>a) All b) Some *c) None of the:</li> <li>1. Certified copies of the priority documents have</li> <li>2. Certified copies of the priority documents have</li> </ul>  |   |                                      |  |  |  |
| 3. Copies of the certified copies of the priority doc  | uments have been received in thi  | s national stage a                   | application from the                   |  |  |
| International Bureau (PCT Rule 17.2(a)).   |   |                                      |  |  |  |
| * Certified copies not received:   |   |                                      |  |  |  |
| Interim copies:  |   |                                      |  |  |  |
| a) All b) Some c) None of the: Interim copi  | es of the priority documents have   | been received.                       |  |  |  |
| Applicant has THREE MONTHS FROM THE "MAILING DATE" on noted below. Failure to timely comply will result in ABANDONMI THIS THREE-MONTH PERIOD IS NOT EXTENDABLE.  |   | y complying with                     | the requirements                       |  |  |
| 5. CORRECTED DRAWINGS ( as "replacement sheets") must  | be submitted.   |                                      |  |  |  |
| including changes required by the attached Examiner's Paper No./Mail Date  |   | Office action of                     |  |  |  |
| Identifying indicia such as the application number (see 37 CFR 1.8 each sheet. Replacement sheet(s) should be labeled as such in th  |   |                                      | not the back) of                       |  |  |
| <ol> <li>DEPOSIT OF and/or INFORMATION about the deposit of BI<br/>attached Examiner's comment regarding REQUIREMENT FO</li> </ol>   |   |                                      | he                                     |  |  |
| Attachment(s)  |   |                                      |  |  |  |
| 1. Notice of References Cited (PTO-892)  | 5. 🔲 Examiner's Amer  |                                      |  |  |  |
| <ol> <li>Information Disclosure Statements (PTO/SB/08),<br/>Paper No./Mail Date</li> </ol>   | 6. 🛛 Examiner's State   | ment of Reasons                      | for Allowance                          |  |  |
| 3. Examiner's Comment Regarding Requirement for Deposit of Biological Material 4. Interview Summary (PTO-413), Paper No./Mail Date   | 7.  Other   |                                      |  |  |  |
| /YOGESH C GARG/  |   |                                      |  |  |  |
| Primary Examiner, Art Unit 3625  |   |                                      |  |  |  |
|  |   |                                      |  |  |  |
|  |   |                                      |  |  |  |
|  |   |                                      |  |  |  |

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#### **DETAILED ACTION**

#### Continued Examination Under 37 CFR 1.114

- 1. A request for continued examination under 37 CFR 1.114, including the fee set forth in 37 CFR 1.17(e), was filed in this application after final rejection. Since this application is eligible for continued examination under 37 CFR 1.114, and the fee set forth in 37 CFR 1.17(e) has been timely paid, the finality of the previous Office action has been withdrawn pursuant to 37 CFR 1.114. Applicant's submission filed on 2/11/2013 has been entered.
- 2. Claims 71-79, 81-87, 89-92 are amended. Claims 71-92 are pending for examination.
- 3. The Applicant stated in his Remarks, filed 2/11/2013, page 13, " At trial, the jury found that assignee's claims asserted from the '572 Patent were not invalid over the prior art references that Mr. Kent testified anticipated the claims or made them obvious. **The Supplemental Information Disclosure Statement expected to be filed soon will contain more information about the jury's verdict.** " to submit a supplemental IDS, and that has not been received so far.
- 4. In view of the current amendments to claims 71-79, 81-87, 89-92 filed 2/11/2013 and the applicant's arguments filed 2/11/2013, see pages 10-19, which are found compelling and persuasive, previous rejection of claims 71, 73, 80, 81, 83, 87-88, 90 under 35 USC 102 and rejection of claims 72, 74-77, 82, 84-85, 89, 91-92 under 35 USC 103 are now moot and withdrawn.
- 5. Claims 71-92 are allowed, wherein claims 71, 81 and 87 are independent claims and the rest are their dependencies.

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6. The following is an examiner's statement of reasons for allowance:

Regarding claim 71, the prior art of record, alone or combined, neither teaches nor renders obvious a method comprising steps, as a whole, upon receiving over the Internet an electronic request generated by a visitor computer in response to selection of a uniform resource locator (URL) within a source web page that has been served to the visitor computer when visiting a first website, wherein the URL correlates the source web page with at least one commerce object associated with a buying opportunity of a merchant, (a) automatically, with a server computer associated with a second website, retrieving data pre-stored in a storage device accessible to the server computer, and (b) automatically, with the server computer, serving to the visitor computer a composite web page of the second website, which composite web page includes: (i)information associated with the commerce object associated with the URL that has been activated, which commerce object includes at least one product available for sale through the second website after activating the URL, and (ii) a plurality of visually perceptible elements derived from the retrieved pre-stored data defining an overall appearance of the composite web page that, excluding the information associated with the commerce object, visually corresponds to the source web page, wherein the owner of the first website is a third party with respect to the owner of the server computer, and the merchant also a third party with respect to the owner of the server computer.

Since the other two independent claims 81 and 87 include similar limitations as those of claim 71, they are analyzed and allowed on the basis of same rationale as set forth for claim 71 above.

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The reasons for allowance for all dependent claims are the same as set forth for claim 71 above.

#### 7. Prior art discussion:

- (i) Applicant's arguments filed 2/11/2013, see pages 10-19, are compelling and persuasive that the prior art of Saliba et al. (US Pub: 20020065772A1), SexToy (Prior art provided in the IDS file 7/30/2012 and cited in reference #55, "Expert Report" of the IDS.) and Alloul et al. (US Patent 6032130), alone or combined, teaches all the elements, as a whole, recited in claims 71, 81 and 87.
- (ii) Kirsch [US Patent 5,963,915; see at least Abstract, Figs.1-3, claims 16-18] teaches a server 22 providing a web page 24 with one or more embedded URLS, see Fig.2, and one or more URLS can be associated with a purchasable item, by activating the one or more URLs a request is received by another server 34 which in response takes the necessary steps to respond. Kirsch does not teach automatically, with the server computer [server 34 in Kirsch], serving to the visitor computer a composite web page of the second website [corresponding to server 34], which composite web page includes: (i)information associated with the commerce object associated with the URL that has been activated, which commerce object includes at least one product available for sale through the second website after activating the URL, and (ii) a plurality of visually perceptible elements derived from the retrieved pre-stored data defining an overall appearance of the composite web page that, excluding the information

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associated with the commerce object, visually corresponds to the source web page [corresponds to server 22 | Kirsch].

(iii) Merriman et al. (US Patent 7,930,207; see at least Figs 1-2 and col.3, lines 29-67) teaches an affiliate web server [12] providing a HTML link to a user browser [15] wherein by clicking that link a message is sent to a advertising server [19] which provides the Advertisement object as a composite on the affiliate web site's page image displayed on the user browser. Merriman et al. does not teach automatically, with the server computer [server 19 in Merriman], serving to the visitor computer a composite web page of the second website [corresponding to server 19], which composite web page includes: (i)information associated with the commerce object associated with the URL that has been activated, which commerce object includes at least one product available for sale through the second website after activating the URL, and (ii) a plurality of visually perceptible elements derived from the retrieved pre-stored data defining an overall appearance of the composite web page that, excluding the information associated with the commerce object, visually corresponds to the source web page [corresponds to server 12 in Merriman].

Any comments considered necessary by applicant must be submitted no later than the payment of the issue fee and, to avoid processing delays, should preferably accompany the issue fee. Such submissions should be clearly labeled "Comments on Statement of Reasons for Allowance."

Art Unit: 3625

#### Conclusion

Any inquiry concerning this communication or earlier communications from the examiner should be directed to YOGESH C. GARG whose telephone number is (571)272-6756. The examiner can normally be reached on Increased Flex/Hoteling.

If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, Jeffrey A. Smith can be reached on 571-272-6763. The fax phone number for the organization where this application or proceeding is assigned is 571-273-8300.

Information regarding the status of an application may be obtained from the Patent Application Information Retrieval (PAIR) system. Status information for published applications may be obtained from either Private PAIR or Public PAIR. Status information for unpublished applications is available through Private PAIR only. For more information about the PAIR system, see http://pair-direct.uspto.gov. Should you have questions on access to the Private PAIR system, contact the Electronic Business Center (EBC) at 866-217-9197 (toll-free). If you would like assistance from a USPTO Customer Service Representative or access to the automated information system, call 800-786-9199 (IN USA OR CANADA) or 571-272-1000.

YOGESH C GARG Primary Examiner Art Unit 3625

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#### Application/Control No. Applicant(s)/Patent Under Reexamination 12/906,979 ROSS ET AL. Notice of References Cited Art Unit Examiner Page 1 of 1 YOGESH C. GARG 3625 **U.S. PATENT DOCUMENTS**

|   | COLTATENT BOSCIMENTO |  |                 |                   |                |  |  |  |  |
|---|----------------------|--|-----------------|-------------------|----------------|--|--|--|--|
| * |                      | Document Number<br>Country Code-Number-Kind Code | Date<br>MM-YYYY | Name              | Classification |  |  |  |  |
| * | Α                    | US-5,963,915 A                                   | 10-1999         | Kirsch, Steven T. | 705/26.8       |  |  |  |  |
| * | В                    | US-7,930,207 B2                                  | 04-2011         | Merriman et al.   | 705/14.66      |  |  |  |  |
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#### FOREIGN PATENT DOCUMENTS

| * |   | Document Number<br>Country Code-Number-Kind Code | Date<br>MM-YYYY | Country | Name | Classification |
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#### **NON-PATENT DOCUMENTS**

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| * |   | Include as applicable: Author, Title Date, Publisher, Edition or Volume, Pertinent Pages) |
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\*A copy of this reference is not being furnished with this Office action. (See MPEP § 707.05(a).) Dates in MM-YYYY format are publication dates. Classifications may be US or foreign.

U.S. Patent and Trademark Office PTO-892 (Rev. 01-2001)

## Issue Classification

| Application/Control No. | Applicant(s)/Patent Under Reexamination |
|-------------------------|---|
| 12906979                | ROSS ET AL.                             |
| Examiner                | Art Unit                                |
| YOGESH C GARG           | 3625                                    |

| CPC    |   |      |         |
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|       | CLASS |            | Ç        | SUBCLASS   |     |   |   |   | С | LAIMED               |     |    | N    | ON- | CLAIMED |
| 705   |       |            | 26.41    |            |     | G | 0 | 6 | O | 30 / 00 (2012.01.01) |     |    |      |     |         |
|       | CB    | OSS REFI   | EDENICE/ | <b>C</b> ) |     |   |   |   |   |                      |     |    |      |     |         |
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| CLASS | SUB   | CLASS (ONE | SUBCLAS  | S PER BLO  | CK) |   |   |   |   |                      |     |    |      |     |         |
| 709   | 200   | 218        |          |            |     |   |   |   |   |                      |     |    |      |     |         |
| 705   | 26.8  | 14.6       |          |            |     |   |   |   |   |                      |     |    |      |     |         |

| NONE  |            | Total Clain         | ns Allowed:       |
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| (Assistant Examiner)                              | (Date)     | 2                   | 2                 |
| /YOGESH C GARG/<br>Primary Examiner.Art Unit 3625 | 05/22/2013 | O.G. Print Claim(s) | O.G. Print Figure |
| (Primary Examiner)                                | (Date)     | 71                  | 7                 |

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# Issue Classification

| Application/Control No. | Applicant(s)/Patent Under Reexamination |
|-------------------------|---|
| 12906979                | ROSS ET AL.                             |
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| Examiner                | Art Unit                                |

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| (Assistant Examiner)                              | (Date)     | 2                   | 2                 |
| /YOGESH C GARG/<br>Primary Examiner.Art Unit 3625 | 05/22/2013 | O.G. Print Claim(s) | O.G. Print Figure |
| (Primary Examiner)                                | (Date)     | 71                  | 7                 |

U.S. Patent and Trademark Office Part of Paper No. 20130522

## Issue Classification

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| Application/Control No. | Applicant(s)/Patent Under Reexamination |
|-------------------------|---|
| 12906979                | ROSS ET AL.                             |
| Examiner                | Art Unit                                |
| YOGESH C GARG           | 3625                                    |

| ☐ Claims renumbered in the same order as presented by applicant ☐ CPA ☐ T.D. |          |       |          |       |          |       | R.1.4    | 47    |          |       |          |       |          |       |          |
|--|----------|-------|----------|-------|----------|-------|----------|-------|----------|-------|----------|-------|----------|-------|----------|
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| NONE  |            | Total Claims Allowed: |                   |
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| (Assistant Examiner)                              | (Date)     | 22                    |                   |
| /YOGESH C GARG/<br>Primary Examiner.Art Unit 3625 | 05/22/2013 | O.G. Print Claim(s)   | O.G. Print Figure |
| (Primary Examiner)                                | (Date)     | 71                    | 7                 |

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## Search Notes



| Application/Control No. | Applicant(s)/Patent Under Reexamination |
|-------------------------|---|
| 12906979                | ROSS ET AL.                             |
| Examiner                | Art Unit                                |
| YOGESH C GARG           | 3625                                    |

| CPC- SEARCHED |      |          |
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| Symbol        | Date | Examiner |
|               |      |          |

| CPC COMBINATION SETS - SEARCHED |  |  |  |  |  |
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| 705                         | 26.41                      | 6/26/2012 | YG |  |  |  |
| 709                         | 218, 200                   | 6/26/2012 | YG |  |  |  |
| 705                         | 26.41, 26.8, 14.6          | 5/22/2013 | YG |  |  |  |

| SEARCH NOTES  |           |          |
|---|-----------|----------|
| Search Notes  | Date      | Examiner |
| Keyword search on East database   | 6/26/2012 | YG       |
| Palm search for inventors' names  | 6/26/2012 | YG       |
| Reviewed copending applications 11343464, 10461997, 09398268 which are now US Patents 7818399, 6993572, 6629135 including the references and the record of court proceedings submitted via IDSs | 6/26/2012 | YG       |
| Dialog search   | 6/26/2012 | YG       |
| Proquest search   | 6/26/2012 | YG       |
| Backward and Forward search of best cited references  | 6/26/2012 | YG       |
| Conducted Interference search   | 6/26/2012 | YG       |
| Revised Keyword search on East database   | 9/28/2012 | YG       |
| Reviewed the IDS references filed 7/30/12 & 8/10/12   | 9/29/2012 | YG       |
| Revised keyword search on East database   | 5/22/2013 | YG       |
| Dialog Search   | 5/22/2013 | YG       |

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| US Class/<br>CPC Symbol | US Subclass / CPC Group | Date      | Examiner |
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| 705                     | 26.41                   | 6/26/2012 | YG       |
| 709                     | 218, 200                | 6/26/2012 | YG       |
| 705                     | 26.41, 26.8, 14.6       | 5/22/2013 | YG       |
| 709                     | 200, 218                | 5/22/2013 | YG       |

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#### **EAST Search History**

#### **EAST Search History (Prior Art)**

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| L8       | 1    | ((server near15 (serv\$3 or provid\$3 or download\$3 or transmit\$4 or transmission or send\$3 or displa\$3 or present\$5)) near15 (composite near5 page)) same ((information or data) near15 (item or merchandise or product or item or catalog or catalogue or (commercial near2 object))) | USOCR;<br>FPRS; EPO;<br>JPO;   | OR                  | OFF     | 2013/05/22<br>16:23 |
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#### **EAST Search History (Interference)**

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| L24      | 431 | ("5963915").URP <b>N</b> .  | USPAT                           | OR | OFF | 2013/05/22<br>16:46 |
| L25      | 3   | 21 and I24  | USPAT                           | OR | OFF | 2013/05/22<br>16:47 |
| L26      | 4   | 116 and 124   | USPAT                           | OR | OFF | 2013/05/22<br>16:47 |

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### **BIB DATA SHEET**

#### **CONFIRMATION NO. 1141**

| SERIAL NUMBER   |  |    |                           | CLASS | GR                                      | DUP ART | · UNIT | ATTO                       | RNEY DOCKET |
|---|--|----|---------------------------|-------|---|---------|--------|----------------------------|-------------|
| 12/906,979  | 10/18/2  |    |                           | 705   |   | 3625    |        | <b>NO</b> .<br>23-CON3     |             |
|   | RUL  | .E |                           |       |   |         |        |                            |             |
| APPLICANTS  D. Delano Ross JR., Alpharetta, GA; Daniel D. Ross, Dunwoody, GA; Joseph R. Michaels, Marietta, GA; William R. May, Atlanta, GA; Richard A. Anderson, Powder Springs, GA; |  |    |                           |       |   |         |        |                            |             |
| This applicati<br>which i<br>which i<br>which c<br>** FOREIGN APPL  | ** CONTINUING DATA ********************************  This application is a CON of 11/343,464 01/30/2006 PAT 7818399  which is a CON of 10/461,997 06/11/2003 PAT 6993572  which is a CON of 09/398,268 09/17/1999 PAT 6629135  which claims benefit of 60/100,697 09/17/1998  ** FOREIGN APPLICATIONS ************************************ |    |                           |       |   |         |        |                            |             |
|   |  |    | STATE OR<br>COUNTRY<br>GA | • ~   | HEETS TOTA<br>AWINGS CLAII<br>24 20     |         | MS     | INDEPENDENT<br>CLAIMS<br>1 |             |
| ADDRESS  LOUIS J. HOFFMAN, P.C. 14301 North 87th Street, Suite 312 Scottsdale, AZ 85260 UNITED STATES   |  |    |                           |       |   |         |        |                            |             |
| TITLE   |  |    |                           |       |   |         |        |                            |             |
| Methods of expanding commercial opportunities for internet websites through coordinated offsite marketing   |  |    |                           |       |   |         |        |                            |             |
| RECEIVED No.  | ECEIVED No to charge/credit DEPOSIT ACCOUNT  |    |                           |       | ing Ext. of time)                       |         |        |                            |             |
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Search History Page 1 of 4





Search History Wed May 22 15:52:36 CDT 2013

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#### Legend

#### Sub26FT

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(Cleveland) The Plain Dealer, File 725 (Aug 1991 - present)

(Phoenix) The Arizona Republic/The Phoenix Gazette, File 492 (PG) (April 1986 - Jan 1997)

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Mirror Group Publications (United Kingdom), 757 (Various start dates - present)

The Irish Times, File 477 (Feb 1999 - present)

Times/Sunday Times (London), File 710 (1988 - present)



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To: Louis@valuablepatents.com,donald@valuablepatents.com,shaelyn@valuablepatents.com

From: PAIR\_eOfficeAction@uspto.gov
Cc: PAIR eOfficeAction@uspto.gov

**Subject:** Private PAIR Correspondence Notification for Customer Number 26362

May 31, 2013 05:18:51 AM

Dear PAIR Customer:

LOUIS J. HOFFMAN, P.C. 14301 North 87th Street, Suite 312 Scottsdale, AZ 85260 UNITED STATES

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The official date of notification of the outgoing correspondence will be indicated on the form PTOL-90 accompanying the correspondence.

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Application Document Mailroom Date Attorney Docket No. 12906979 NOA 05/31/2013 23-CON3 892 05/31/2013 23-CON3

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If you have any questions, please email the Electronic Business Center (EBC) at EBC@uspto.gov with 'e-Office Action' on the subject line or call 1-866-217-9197 during the following hours:

Monday - Friday 6:00 a.m. to 12:00 a.m.

Thank you for prompt attention to this notice,

UNITED STATES PATENT AND TRADEMARK OFFICE PATENT APPLICATION INFORMATION RETRIEVAL SYSTEM

Doc code: RCEX
Doc description: Request for Continued Examination (RCE)

PTO/SB/30EFS (07-09) Approved for use through 07/31/2012. OMB 0651-0031

U.S. Patent and Trademark Office; U.S. DEPARTMENT OF COMMERCE

Under the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it contains a valid OMB control number. REQUEST FOR CONTINUED EXAMINATION(RCE)TRANSMITTAL (Submitted Only via EFS-Web) Application Filing **Docket Number** Art 12906979 2010-10-18 23-CON3 3625 Number Date (if applicable) Unit First Named Examiner Ross, D. Delano Jr. Garg, Yogesh C. Inventor Name This is a Request for Continued Examination (RCE) under 37 CFR 1.114 of the above-identified application. Request for Continued Examination (RCE) practice under 37 CFR 1.114 does not apply to any utility or plant application filed prior to June 8. 1995, or to any design application. The Instruction Sheet for this form is located at WWW.USPTO.GOV SUBMISSION REQUIRED UNDER 37 CFR 1.114 Note: If the RCE is proper, any previously filed unentered amendments and amendments enclosed with the RCE will be entered in the order in which they were filed unless applicant instructs otherwise. If applicant does not wish to have any previously filed unentered amendment(s) entered, applicant must request non-entry of such amendment(s). Previously submitted. If a final Office action is outstanding, any amendments filed after the final Office action may be considered as a submission even if this box is not checked. Consider the arguments in the Appeal Brief or Reply Brief previously filed on Other **X** Enclosed ★ Amendment/Reply Information Disclosure Statement (IDS) Affidavit(s)/ Declaration(s) ○ther Interview request. **MISCELLANEOUS** Suspension of action on the above-identified application is requested under 37 CFR 1.103(c) for a period of months (Period of suspension shall not exceed 3 months; Fee under 37 CFR 1.17(i) required) Other **FEES** The RCE fee under 37 CFR 1.17(e) is required by 37 CFR 1.114 when the RCE is filed. The Director is hereby authorized to charge any underpayment of fees, or credit any overpayments, to × Deposit Account No SIGNATURE OF APPLICANT, ATTORNEY, OR AGENT REQUIRED Patent Practitioner Signature **Applicant Signature** 

Doc code: RCEX
Doc description: Request for Continued Examination (RCE)

PTO/SB/30EFS (07-09)
Approved for use through 07/31/2012. OMB 0651-0031

U.S. Patent and Trademark Office; U.S. DEPARTMENT OF COMMERCE Under the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it contains a valid OMB control number.

| Signature of Registered U.S. Patent Practitioner |                    |                     |            |  |  |  |
|--|--------------------|---------------------|------------|--|--|--|
| Signature  | /Louis J. Hoffman/ | Date (YYYY-MM-DD)   | 2013-02-11 |  |  |  |
| Name   | Louis J. Hoffman   | Registration Number | 38918      |  |  |  |

This collection of information is required by 37 CFR 1.114. The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.11 and 1.14. This collection is estimated to take 12 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450.

If you need assistance in completing the form, call 1-800-PTO-9199 and select option 2.

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The Privacy Act of 1974 (P.L. 93-579) requires that you be given certain information in connection with your submission of the attached form related to a patent application or patent. Accordingly, pursuant to the requirements of the Act, please be advised that: (1) the general authority for the collection of this information is 35 U.S.C. 2(b)(2); (2) furnishing of the information solicited is voluntary; and (3) the principal purpose for which the information is used by the U.S. Patent and Trademark Office is to process and/or examine your submission related to a patent application or patent. If you do not furnish the requested information, the U.S. Patent and Trademark Office may not be able to process and/or examine your submission, which may result in termination of proceedings or abandonment of the application or expiration of the patent.

The information provided by you in this form will be subject to the following routine uses:

- 1. The information on this form will be treated confidentially to the extent allowed under the Freedom of Information Act (5 U.S.C. 552) and the Privacy Act (5 U.S.C. 552a). Records from this system of records may be disclosed to the Department of Justice to determine whether the Freedom of Information Act requires disclosure of these records.
- A record from this system of records may be disclosed, as a routine use, in the course of presenting evidence to a court, magistrate, or administrative tribunal, including disclosures to opposing counsel in the course of settlement negotiations.
- 3. A record in this system of records may be disclosed, as a routine use, to a Member of Congress submitting a request involving an individual, to whom the record pertains, when the individual has requested assistance from the Member with respect to the subject matter of the record.
- 4. A record in this system of records may be disclosed, as a routine use, to a contractor of the Agency having need for the information in order to perform a contract. Recipients of information shall be required to comply with the requirements of the Privacy Act of 1974, as amended, pursuant to 5 U.S.C. 552a(m).
- 5. A record related to an International Application filed under the Patent Cooperation Treaty in this system of records may be disclosed, as a routine use, to the International Bureau of the World Intellectual Property Organization, pursuant to the Patent Cooperation Treaty.
- A record in this system of records may be disclosed, as a routine use, to another federal agency for purposes of National Security review (35 U.S.C. 181) and for review pursuant to the Atomic Energy Act (42 U.S.C. 218(c)).
- 7. A record from this system of records may be disclosed, as a routine use, to the Administrator, General Services, or his/her designee, during an inspection of records conducted by GSA as part of that agency's responsibility to recommend improvements in records management practices and programs, under authority of 44 U.S.C. 2904 and 2906. Such disclosure shall be made in accordance with the GSA regulations governing inspection of records for this purpose, and any other relevant (i.e., GSA or Commerce) directive. Such disclosure shall not be used to make determinations about individuals.
- 8. A record from this system of records may be disclosed, as a routine use, to the public after either publication of the application pursuant to 35 U.S.C. 122(b) or issuance of a patent pursuant to 35 U.S.C. 151. Further, a record may be disclosed, subject to the limitations of 37 CFR 1.14, as a routine use, to the public if the record was filed in an application which became abandoned or in which the proceedings were terminated and which application is referenced by either a published application, an application open to public inspections or an issued patent.
- 9. A record from this system of records may be disclosed, as a routine use, to a Federal, State, or local law enforcement agency, if the USPTO becomes aware of a violation or potential violation of law or regulation.

#### IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicants: Ross, D. Delano, Jr., et al. Art Unit: 3625

Serial No.: 12/906,979 Examiner: Garg, Yogesh C.

Filing Date: 10/18/2010 Conf. No.: 1141

Title : Methods of expanding commercial opportunities for Internet

websites through coordinated offsite marketing

Commissioner for Patents

Filed via EFS – February 11, 2013

P.O. Box 1450

Alexandria, VA 22313-1450

### **AMENDMENT ACCOMPANYING RCE**

Dear Sir:

In response to the issues raised in the Office Action dated October 10, 2012, which contains a new art rejection and was made final, assignee submits the below amendments (beginning on page 2) and remarks (beginning on page 10).

This document accompanies a Request for Continued Examination. Assignee is filing this RCE to cite additional information reporting on the positive outcome (for assignee) of a federal court trial of certain claims of parent applications and to allow assignee a free hand to amend the claims to complete prosecution of this application most effectively, with maximum ease for the examiner.

A supplemental information disclosure statement will be submitted soon, before the examiner considers this case.

Assignee also submits concurrently an Interview Request to promote quick action and answer the examiner's questions, if any, so as to facilitate prompt completion of this application. Assignee asks the examiner to call to schedule the interview at a time that is best, before the next decision.

Accordingly, assignee respectfully requests prompt action to conclude prosecution in a compact fashion.

#### **Amendments**

### IN THE CLAIMS

Please amend the claims as follows:

- 1-70. (Cancelled)
- 71. (Currently amended) A method of an outsource provider serving web pages offering commercial opportunities, the method comprising:

upon receiving over the Internet an electronic request generated by a visitor computer in response to selection of a link uniform resource locator (URL) within a source web page that has been served to the visitor computer when visiting a first website, wherein the link URL correlates the source web page with at least one commerce object associated with a buying opportunity of a merchant,

- (a) automatically, with a server computer associated with a second website, retrieving data pre-stored in a storage device accessible to the server computer, and
- (b) automatically, with the server computer, serving to the visitor computer a composite web page of the second website, which composite web page includes:
  - (i) information associated with the commerce object associated with the link URL that has been activated, which commerce object includes at least one product available for sale through the second website after activating the URL, and
  - (ii) a plurality of visually perceptible elements derived from the retrieved pre-stored data [[and]] <u>defining an overall appearance of the composite web page that, excluding the information associated with the commerce object, visually correspond[[ing]]s to the source web page,</u>

wherein the owner of the first website[[,]] <u>is a third party with respect to</u> the owner of the server computer, and the merchant <del>are each</del> <u>is also a</u> third <del>parties</del> <u>party</u> with respect to <del>each other</del> <u>the owner of the server computer</u>.

72. (Currently amended) The method of claim 71 wherein the visually perceptible elements comprise data defining a set <u>composed</u> of <u>a plurality of</u>

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navigational links <u>URLs</u>, used <u>each of which URLs appear</u> on at least some of the web pages of the first website, <u>and each of which links URLs link point</u> to <u>specific respective</u> web pages of the first website.

- 73. (Currently amended) The method of claim 71 wherein the commerce object associated with the link <u>URL</u> that has been activated comprises information defining an electronic catalog having a multitude of <u>products offered for sale by the</u> merchant <u>offerings</u> through the second web site, and wherein the composite web page contains one or more selectable <u>navigation links URLs</u> connecting a hierarchical set of additional web pages <u>of the second web site</u>, each pertaining to a subset of the <u>product</u> offerings in the catalog.
- 74. (Currently amended) The method of claim 73 further comprising, automatically with the server computer, (i) accepting search parameters inputted through the browser of the visitor computer, and automatically with the server computer (ii) using said parameters to search for specific products within the catalog, and (ii) serving the results for display using the browser of the visitor computer.
- 75. (Currently amended) The method of claim 71 wherein the commerce object associated with the link <u>URL</u> that has been activated comprises information defining a multitude of products of at least the merchant, and further comprising, <u>automatically with the server computer</u>, (i) accepting search parameters <u>inputted</u> through the browser of the visitor computer, <u>and automatically with the server computer</u> (ii) using said parameters to search for specific products within the plurality of products, and (<u>iiii</u>) serving the results for display using the browser of the visitor computer.
- 76. (Currently amended) The method of claim 71 wherein the owner of the source web page is party to a contract providing for receipt of a commission <u>based</u> on the level of sales made through activation of the <u>URL</u> as a result of a transaction involving the commerce object displayed on the source web page.

- 77. (Currently amended) The method of claim 76 further comprising computer-facilitating automatic payment of the commission to the owner of the source web page, once the transaction is completed.
- 78. (Currently amended) The method of claim 71, wherein the composite web page contains a further link <u>URL</u> associated with the information associated with the commerce object associated with the link <u>URL</u> that has been activated, which link <u>URL</u>, when activated by the web browser, places data representing the commerce object into a virtual shopping cart, and further comprising, automatically with the server computer, accepting inputted billing information from the visitor computer, recording the billing information, and using the billing information to facilitate payment to the merchant for the commerce object associated with the activated <u>link URL</u> when the server computer detects activation by the web browser of a checkout <u>link URL</u> associated with the shopping cart.
- 79. (Currently amended) The method of claim 78 further comprising computer-facilitating automatic payment of the commission to the owner of the source web page, once the transaction is completed.
- 80. (Previously presented) The method of claim 71, wherein the composite web page appears to the computer user to be generated by a server associated with the source page.
- 81. (Currently amended) A computer system apparatus for an outsource provider serving web pages offering commercial opportunities, the apparatus comprising:
  - (a) an electronic storage device containing data defining a plurality of visually perceptible elements visually corresponding to a source web page,
    - (i) wherein the source web page contains at least one active link uniform resource locator (URL) that is served to the visitor computer when visiting the first website, which link URL correlates the source web

- page with at least one commerce object associated with a buying opportunity of a merchant, and
- (ii) wherein the owner of the first website[[,]] <u>is a third party with</u>

  <u>respect to</u> the outsource provider, and the merchant <del>are each</del> <u>is also a</u>

  third <del>parties</del> <u>party</u> with respect to <del>each other</del> <u>the outsource provider; and</u>
- (b) a computer server device controlled by the outsource provider and associated with a second website, which computer server is coupled device has a data coupling to the electronic storage device, and which computer server device is programmed to, upon receiving over the Internet an electronic request generated by a visitor computer in response to selection of the link URL, automatically:
  - (i) retrieve from the storage device the stored data defining the plurality of visually perceptible elements visually corresponding to the source web page, and
  - (ii) serve to the visitor computer a composite web page of the second website, which <u>composite</u> web page includes:
    - (A) information associated with the commerce object associated with the link <u>URL</u> that has been activated, which commerce object includes at least one product available for sale through the second website after activating the URL, and
    - (B) the plurality of visually perceptible elements derived from the retrieved data, which visually perceptible elements define an overall appearance of the composite web page that, excluding the information associated with the commerce object, visually corresponds to the source web page.
- 82. (Currently amended) The apparatus of claim 81 wherein the visually perceptible elements comprise data defining a set <u>composed</u> of <u>a plurality of</u> navigational links <u>URLs</u>, used <u>each of which URLs appear</u> on at least some of the web

pages of the first website, <u>and</u> each of which <u>links</u> <u>URLs</u> <u>link</u> <u>point</u> to <u>specific</u> <u>respective</u> web pages of the first website.

- 83. (Currently amended) The apparatus of claim 81 wherein the commerce object associated with the link <u>URL</u> comprises information defining an electronic catalog having a multitude of <u>products offered for sale by the merchant offerings through the second web site,</u> and wherein the composite web page contains one or more selectable <u>navigation links URLs</u> connecting a hierarchical set of additional web pages <u>of the second website</u>, each pertaining to a subset of the <u>product</u> offerings in the catalog.
- 84. (Currently amended) The apparatus of claim 83 wherein the computer server <u>device</u> is further programmed to: (i) upon receiving over the Internet an electronic request generated by a visitor computer in response to selection of the <u>link URL</u>, accept search parameters <u>inputted</u> through the browser of the visitor computer and automatically use the search parameters to search for specific products within the catalog, and (ii) serve the results for display using the browser of the visitor computer.
- 85. (Currently amended) The apparatus of claim 81 further comprising a computerized accounting module programmed to cause the computer system to automatically record payment to the owner of the first website, once the transaction is completed, wherein the owner is party to a contract with the outsource provider providing for receipt of a commission based on the level of sales made through activation of the URL as a result of a transaction involving the commerce object displayed on the source web page.
  - 86. (Currently amended) The apparatus of claim 85 wherein:
  - (i) the composite web page contains a further link <u>URL</u> associated with the information associated with the commerce object associated with the link <u>URL</u> that has been activated, which link <u>URL</u>, when activated by the web browser, places data representing the commerce object into a virtual shopping cart,

- (ii) the computer server <u>device</u> is further programmed to automatically accept inputted billing information from the visitor computer, and record the billing information, and
- (iii) the computerized accounting module is further programmed to cause the computer system to automatically use the billing information to record payment to the merchant for the commerce object associated with the activated <a href="https://link.with.nih.google.com/link.google.com/lin
- 87. (Currently amended) A method of an outsource provider serving web pages offering commercial opportunities, the method comprising:

upon receiving over the Internet an electronic request generated by a visitor computer in response to selection of a <code>link</code> uniform resource locator (URL) within a source web page that has been served to the visitor computer when visiting a first website, wherein the <code>link</code> URL correlates the source web page with at least one commerce object associated with a buying opportunity of a merchant,

automatically, with a server computer associated with a second website, serving to the visitor computer a dynamically generated composite web page containing instructions directing the visitor computer to display:

- (i) information associated with the commerce object associated with the link URL that has been activated, which commerce object includes at least one product available for sale through the second website after activating the URL, and
- (ii) a plurality of visually perceptible elements visually corresponding to the source web page, which visually perceptible elements define an overall appearance of the composite web page that, excluding the information associated with the commerce object, visually corresponds to the source web page,

wherein the instructions direct the visitor computer to download data defining the visually perceptible elements from a storage device that is accessible to the visitor computer through the Internet, and

wherein the owner of the first website[[,]] <u>is a third party with respect to</u> the owner of the server computer, and the merchant <u>are each is also a</u> third <u>parties party</u> with respect to <u>each other the owner of the server computer</u>.

- 88. (Previously presented) The method of claim 87 wherein the storage device is coupled to the server computer associated with the second website.
- 89. (Currently amended) The method of claim 87 wherein the visually perceptible elements comprise data defining a set <u>composed</u> of <u>a plurality of</u> navigational links <u>URLs</u>, <u>used each of which URLs appear</u> on at least some of the web pages of the first website, <u>and each of</u> which <u>links URLs link point</u> to <u>specific respective</u> web pages of the first website.
- 90. (Currently amended) The method of claim 87 wherein the commerce object associated with the link <u>URL</u> that has been activated comprises information defining an electronic catalog having a multitude of <u>products offered for sale by the</u> merchant <u>offerings through the second web site</u>, and wherein the composite web page contains one or more selectable <u>navigation links URLs</u> connecting a hierarchical set of additional web pages <u>of the second website</u>, each pertaining to a subset of the <u>product</u> offerings in the catalog.
- 91. (Currently amended) The method of claim 90 further comprising, automatically with the server computer, (i) accepting search parameters inputted through the browser of the visitor computer, and automatically with the server computer (ii) using said parameters to search for specific products within the catalog, and (iii) serving the results for display using the browser of the visitor computer.
- 92. (Currently amended) The method of claim 87 wherein the commerce object associated with the link <u>URL</u> that has been activated comprises information defining a multitude of products of at least the merchant, and further comprising.

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automatically with the server computer, (i) accepting search parameters inputted through the browser of the visitor computer, and automatically with the server computer (ii) using said parameters to search for specific products within the plurality of products, and (iii) serving the results for display using the browser of the visitor computer.

#### **Remarks**

The Office Action, which was made final, withdrew the previous indication of allowance of all claims and rejected most claims as either anticipated by U.S. Pat. Pub. 2002/0065772 (Saliba) or obvious in view of Saliba in view of the SexToy reference, "Official Notice," or the Alloul patent (newly cited). The Office Action indicates continued allowability, however, of certain dependent claims, namely claims 78, 79, and 86. Although the approval of certain claims is appreciated, assignee respectfully requests reconsideration of the rejection of the other claims, for the reasons stated below. The amendments presented here, and the reasons for them, are explained in each section of this paper, as relevant.

1. Saliba does not anticipate independent claims 81, 81, and 87. Assignee respectfully requests reconsideration of the rejection of all claims on the principal grounds that Saliba fails to disclose the claimed features of any "commerce object" of a "merchant." Independent claims 71, 81, and 87 each contain the limitation that the "URL correlates the source web page with at least one commerce object associated with a buying opportunity of a merchant," and each require that the "composite web page" contain "information associated with the commerce object associated with the URL that has been activated, which commerce object includes at least one product available for sale through the second website after activating the URL."

Saliba discloses a service-center computer that displays customer-specific information to customers on behalf of financial-service companies, each of which has its own website. Saliba does not meet the claim limitations quoted above because, in Saliba, the URL does not lead to any "commerce object" of a "merchant." Rather, Saliba's URL would lead to a page from which the customer can select, for viewing, a bill from a company already billing the customer for something (such as a telephone company or an electric utility).

At several points in various rejections (e.g., p. 7), the Office Action refers to "a commercial object such as a bill from a [biller]." With respect, a bill, even if it could

fairly be called a "commercial object" in some ordinary speech (which is questionable at minimum), is not a "commerce object" of a "merchant," as stated in the claims.

The terms "merchant" and "commerce object" were interpreted by the Patent Office's Board of Appeals in a matter concerning the same specification as pending here, and by a district court in the previously disclosed litigation involving the same parent patent.

As to "merchant," the Board ruled: "The Specification of the '572 Patent [a parent case with substantially the same specification as is pending here] defines 'merchants' as 'producers, distributors, or resellers of the goods to be sold through the outsource provider.' (Spec. col. 23, Il. 18-19)." *See* Appeal 2009-013987, p. 7, finding of fact #1. The district court construed the term "merchant" as a "producer, distributor, or reseller of goods or services to be sold."

As to "commerce object," the Board of Appeals held, in the same appeal (p. 13), "The Specification of the '572 Patent [again, the same one here] defines a commerce object as 'a catalog, category, product or dynamic selection'." The district court likewise construed "commerce object" as "a third-party merchant's: catalog, category, product (goods or services), or dynamic selection." *See also*, *e.g.*, specification, p. 24, lines 29-31.

To make the Office's decision here easy, assignee has made certain amendments to copy pertinent portions of the proper constructions into the claim language itself, which removes any need to do the construction work done by the Board and the court. Specifically, assignee has added into the claim the limitation that the "commerce object includes at least one product available for sale through the second website after activating the URL," to amplify the existing claim language that the "URL correlates the source web page with at least one commerce object associated with a buying opportunity of a merchant." Because the added language simply incorporates

<sup>&</sup>lt;sup>1</sup> Assignee has, throughout the claims, changed the term "link" to "URL," which similarly avoids a debate over the construction of that term. The term "URL" is explicitly referenced in the specification. *See, e.g.*, p. 22, lines 18-23 ("URL"); *see also* p. 41, lines 1-3 ("hyperlink of some kind"). Because this change is consistent with the district court's interpretation of the term "link," no narrowing is accomplished by this change.

established constructions (as shown in more detail below), the amendments are not narrowing amendments.

Saliba's billing company is not a "merchant," because it is not selling any products (goods or services) through the second website, as claimed (as the Board explained, this is the "outsource provider" that practices the method or controls the equipment claimed). According to the explanation of Saliba in the final Office Action, the "outsource provider" is supposedly Saliba's "service-center" that facilitates access to the bills of the "billers." But the billers (the supposed "merchants") offer no products through the website of the "service-center." Accordingly, Saliba's billers cannot be "merchants" as defined in the claim or under the established construction of that term.<sup>2</sup>

Similarly, Saliba's link does not lead to any "commerce object" as defined in the claim or as properly construed, because a bill or collection of bills contains (referring to the claims) no "product [neither goods nor services of a merchant] available for sale through the second website" (the "service-center"). Referring to the established constructions, the bills are not a catalog (of products), not a category (of products), not a product, and not a dynamic selection (of products).

The Office Action refers to the expert report of Mr. Peter Kent (a witness for litigation defendants cited by assignee) as support for the rejection. Although at several locations (e.g.,  $\P\P$  152, 343, 368, 819-820, 881-882), Mr. Kent's report asserts that Saliba's "multiple Billers" are "merchants," and that Saliba disclose linked "commerce objects" (e.g., Kent  $\P\P$  161, 351, 375, 838-839, 904-905), nowhere does Mr. Kent's report provide any explanation or justification for those conclusions.

In the lawsuit in which Mr. Kent filed his report, assignee submitted a rebuttal expert report explaining errors in Mr. Kent's report, which included mention of Mr. Kent's failure to justify his conclusions that Saliba disclosed "merchants" selling "commerce objects." Mr. Kent was not obligated to reply to the rebuttal report, but he testified at trial, and he opined that certain asserted claims of the parent '572 Patent

<sup>&</sup>lt;sup>2</sup> The billers presumably sold products at some earlier time to the users, which resulted in the bills. But that does not make them "merchants" with respect to the activity described in the claims in question.

were invalid.<sup>3</sup> In his trial testimony, however, Mr. Kent did not repeat the argument from his expert report that Saliba anticipated the claims. Although a number of explanations are possible, it is a reasonable inference to suppose that Mr. Kent was persuaded by the responsive expert report, or perhaps considered it unwise to pursue an argument that he could not win before the jury. Regardless of Mr. Kent's reasons for dropping reliance on Saliba, though, the Office Action's reliance on Mr. Kent's report does not buttress any rejection.

At trial, the jury found that assignee's claims asserted from the '572 Patent were not invalid over the prior art references that Mr. Kent testified anticipated the claims or made them obvious. The Supplemental Information Disclosure Statement expected to be filed soon will contain more information about the jury's verdict.

Because neither the final Office Action nor Mr. Kent identified any evidence showing that Saliba taught a service-center offering any "commerce object" of any "merchant," assignee respectfully requests that the Office find as a fact that Saliba lacks those elements and withdraw the anticipation rejection of all claims.

Although not relevant directly to the rejection, assignee has amended all independent claims in a few other respects:

First, assignee has broadened the explanation of the "third party" relationship among the parties. The specification, p. 36, lines 15-18, explains that a single legal entity (such as a company) can "play the dual role of Host and Merchant." In all cases, however, the Host is a third party from the Outsource Provider, and the Merchant is a third party to the Outsource Provider. Disregarding previous strategy or any comments that may have been made before now, assignee wishes to present claims, through this RCE, that cover the scenarios identified in the specification. Therefore, the Office should understand that the Host and the Merchant may be the same, related, or unrelated, but that both Host and Merchant are third parties with respect to the Outsource Provider.

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<sup>&</sup>lt;sup>3</sup> The asserted claims were claims 13, 17, and 20 of the '572 Patent. Those claims include reference to "commerce objects," like the claims pending here.

Second, assignee has clarified (using, for example, the wording of claim 71) that "the composite web page includes ... a plurality of visually perceptible elements derived from the retrieved pre-stored data defining an overall appearance of the composite web page that, excluding the information associated with the commerce object, visually corresponds to the source web page." The point of the amendments is simply to clarify directly in the claim language what was already contained in the claim term "visually perceptible elements" as interpreted by the district court, namely that they define "overall appearance" and that the correspondence between the "source web page" and the "composite web page" is based on that overall appearance. See, e.g., specification, Figs. 15, 19; p. 4, lines 6-15; p. 6, line 28 to p. 7, line 3; p. 21, lines 11-14, 18-22; p. 27, lines 12-24; p. 37, lines 26-28; p. 38, lines 17-20; p. 41, lines 4-10. However, the correspondence need not extend to the other part of the "composite web page" (described in part (b)(i) of claim 71, for example), namely the "information associated with the composite object," because, obviously, and as explained in the specification at the above-listed places, the commerce object "information" appears on the composite page but not the source page.4

2. Saliba does not anticipate dependent claims 73, 83, and 90 (electronic catalog). These claims add the limitation "wherein the commerce object associated with the URL that has been activated comprises information defining an electronic catalog having a multitude of products offered for sale by the merchant through the second web site, and wherein the composite web page contains one or more selectable URLs connecting a hierarchical set of additional web pages of the second web site, each pertaining to a subset of the product offerings in the catalog."

<sup>&</sup>lt;sup>4</sup> In addition, assignee has made a number of amendments to the dependent claims. Most of those are discussed in the next sections. However, assignee has also amended claims 74-75 and 91-92, not discussed separately below, to clarify that the "server computer" both accepts the search parameters and uses them. No change in scope is intended; these changes are for grammar, form, and better clarity only. In addition, in the same dependent claims plus claim 84, assignee has added the word "inputted" in the phrase "through the browser," again for better clarity. These amendments conform the language to the form used in dependent claims 78 and 86, which are indicated allowable and relate to "billing information," which can be inputted in a manner similar to the "search parameters" of these claims.

Assignee's amendments contain grammatical clarification, specifying that the referenced "offerings" are *product* offerings through the second website. That was made clear in the previous version through antecedent reference, and assignee's amendments clarify it for ease of reference. Accordingly, no narrowing is being performed.

As noted above, there is no "merchant" disclosed by Saliba in connection with following the URLs discussed in that reference. Moreover, Saliba involves distribution of financial documents and does not disclose "a hierarchical set of additional web pages of the second website, each pertaining to a subject of the product offerings in the catalog" at least because there is no catalog of product offerings in Saliba.

The Office Action (p. 5) refers to Saliba's paragraph 41, which "displays a list of Biller names," which the rejection says "is a catalog of multiple merchant offerings which can be selected." But there is no product or service offered for sale through such list, so a list of biller names is not a set of "product offerings," nor is it a "catalog." Saliba teaches displaying bills of "billers," which does not meet the claim limitations in these dependent claims. These claims should be indicated allowable as well as the independent claims.

3. The Saliba/SexToy combination does not obviate dependent claims 72, 82, and 89 (return URLs). Turning to the rejections of certain dependent claims for obviousness, the Office Action (pp. 6-7) rejects dependent claims 72, 82, and 89 over Saliba in view of the set of references called "SexToy." These pending claims add the limitation that "the visually perceptible elements comprise data defining a set composed of a plurality of URLs, each of which URLs appear on at least some of the web pages of the first website, and which URLs point to respective web pages of the first website."

Assignee's amendments simply correct the grammar and simplify the language for ease of understanding (and use the term "URL," as explained above, consistently). In particular, assignee has removed the confusing phrase "links link," made clear what

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"used on" was intended to mean, clarified that the term "set" was intended to contain plural members, and corrected the singular/plural problem that arose from the use of the word "each." Again, no narrowing is being done.

With the more simple language, the Office can understand more easily that the "composite page" has plural URLs that reproduce URLs of the first site and that "point" back to specific pages of the first site. This cannot be just the ineffective unitary "return to referring website' links" criticized in the specification. *See* p. 3, lines 9-11.

The Office Action (p. 6) concedes that Saliba does not disclose the feature added by the dependent part of these claims. The Office Action says, though, that "SexToy teaches presenting to visitors multiple navigational links back to host web site." However, the Office Action cites SexToy generally, and it is not apparent exactly where the Office Action thinks SexToy "teaches" the feature. Assignee does not find any place where SexToy contains such a teaching, neither any printed suggestion in SexToy documents to have a set of navigational links, nor any evidence of any SexToy affiliate who actually put such a set of navigational links in the affiliate's header or footer in a commercial example predating the effective date of this application.

The Office Action cites generally the discussion of SexToy in the Kent Expert Report, but that does not remedy the omission. Mr. Kent's report (¶¶ 477-481) seems to say that it *might* have been "possible" to include, or that there "could" have been, links back to the host (first) website, but he never shows that there actually were such links back. Mr. Kent cites the following testimony from the SexToy founder (Mr. Levine):

Q. Was it possible for the HTML code to include graphics?

A. Yes. And, in fact, we, you know, advertised or marketed to the fact that you could put links back to your site, to other sites, images, banners, whatever you want. Yes.

Q. So if they had a series of navigational links or a hierarchy, they could include that at the top of the page and it would be reproduced by the Sextoy servers? A. Yes. [Levine depo at p. 35.]

However, neither Mr. Levine nor Mr. Kent cited any actual document showing such supposed "advertisement or marketing" of plural links back to respective host web pages. Rather, Mr. Kent (¶179) cites only a suggestion of a single link to the main site, the technique criticized by the specification here. Mr. Levine orally confirmed Mr. Kent's view that it is *possible* that an affiliate *could* have created a link, but neither person provided any evidence that any SexToy affiliate actually created the specified set of plural URLs before the critical date.

In the litigation in which Mr. Kent testified, again, assignee's rebuttal expert report identified Mr. Kent's report's omissions with respect to SexToy as described above. Again, in his trial testimony, Mr. Kent did not repeat the argument from his expert report that SexToy disclosed this feature. Indeed, Mr. Kent did not discuss SexToy at all at trial. Similarly, although the litigation defendants identified Mr. Levine as a witness and even sought special accommodations for him to appear, in the end, defendants never called Mr. Levine as a witness. Again, although a number of explanations are possible, it is a reasonable inference to suppose that Mr. Kent and defendants were persuaded by the responsive expert report, or perhaps considered it unwise to make an argument based on SexToy that they could not win. Regardless of Mr. Kent's or defendants' reasons for dropping reliance on SexToy, the Office Action's reference to Mr. Kent's report does not buttress the rejection.

Because it is admitted that Saliba doesn't disclose the feature, and because the Office does not meet its burden of showing any place where SexToy remedied the omission, these claims should be indicated allowable regardless of the decision on the independent claims.

4. The Saliba/Official Notice combination does not obviate claims 76-77 and 85 (commission payments). The Office Action (pp. 8-9) rejects dependent claims 76, 77, 85, and 92 as obvious over Saliba in view of "official notice." Claim 76 adds the limitation "wherein the owner of the source web page is party to a contract providing for receipt of a commission based on the level of sales made through activation of the

URL as a result of a transaction involving the commerce object displayed on the source web page." Claim 77 depends on claim 76 and adds the further limitation: "further comprising computer-facilitating automatic payment of the commission to the owner of the source web page, once the transaction is completed." Claim 85 refers to an "accounting module" that is programmed to record payment in accordance with such a contract.<sup>5</sup>

As used in the specification, a "commission," in the context of sales, is "an amount of money … based on the level of sales," or "a percentage of the sales" paid for producing or assisting in them. Again, to make it easy, assignee has amended the claims to refer explicitly to "a commission based on the level of sales made through activation of the URL." Because that change merely confirms the normal interpretation, it is not a narrowing amendment.

Turning to the rejection, as an initial matter, the Office Action (p. 9) observes that the added limitation "does not involve any machinery" so as "to be qualified as a statutory process limitation." However, no Section 101 rejection is made, so no response is deemed necessary to this observation, despite assignee's disagreement with the statement. In any event, claim 85 contains specific machinery, as it is an apparatus claim that depends on independent apparatus claim 81.8

<sup>&</sup>lt;sup>5</sup> Claim 92 appears to have been listed in this rejection in error, because it relates to different subject matter.

<sup>6 &</sup>lt;u>http://www.businessdictionary.com/definition/sales-commission.html</u> (see attached).

<sup>&</sup>lt;sup>7</sup> <u>http://www.wisegeek.com/what-does-it-mean-to-be-paid-on-commission.htm</u> (see attached).

<sup>&</sup>lt;sup>8</sup> Assignee has amended independent apparatus claim 81 to clarify the phrase "which computer server device is coupled to the electronic storage device." To avoid any implication that the coupling must be only direct or local, and to clarify the type of coupling, assignee has amended this phrase to "which computer server has a data coupling to the electronic storage device." In other words, the coupling is a "data coupling," namely any connection that can allow data flow. This wording better conforms apparatus claim 81 to the independent method claims, which refer to "a storage device accessible to the server computer" in claim 71 (and "through the Internet" in claim 87). Assignee also has amended claim 81 and certain dependent claims to refer consistently to "computer server device."

More central to the rejection actually made, the "official notice" taken (p. 9) is "that an entity like a bank in Saliba can charge a fee/commission for providing the service of displaying links" for bills "provided to the customers" and "an automatic payment can be made to the bank" with "known electronic payment methods." To put it simply, the Office Action seems to take "official notice" that banks could charge the customers a fee for viewing bills and deduct that fee electronically.

Assuming the "official notice" is fair, however, it does not satisfy the claim language. By referring to "fee/commission," the Office Action implies that the two words are the same, which is not true. Official notice that Saliba's bank might receive a "fee" for access to certain information does not necessarily imply that the bank would receive a "commission" based on a sale made. The "official notice" here does not assert that the examiner is aware of banks having received *commission* based on sales made through some kind of linked activity, in any relevant, comparable context.

Also, the claim requires that the payment to the bank (however it is characterized) be "as a result of a transaction involving the commerce object displayed on the source web page." As noted above, the "official notice" refers to a payment "for providing the service of displaying links to bills." Providing a bill is not a "transaction," though, and no official notice is taken of any payment for any "transaction." In this context, a "transaction involving the commerce object" is a sale agreement or legal transfer of property, *i.e.*, the goods or services defined by the "commerce object."

Because it is admitted that Saliba doesn't disclose the feature, and because the "official notice" (even assuming that the notice is fair and the rationale for combining the two is justifiable) is not sufficient to meet the admittedly missing element, the Saliba/Official Notice combination does not obviate dependent claims 76-77 and 85, and these claims should be indicated allowable regardless of the decision on the independent claims.

In view of the above showing, all claims should be allowed.

<sup>&</sup>lt;sup>9</sup> http://www.businessdictionary.com/definition/transaction.html (see attached).

If the Office has any questions, please feel free to contact assignee's undersigned attorney of record.

Respectfully submitted,

DDR HOLDINGS, LLC

by its attorney

Dated: February 11, 2013 /Louis J. Hoffman/

Louis J. Hoffman Reg. No. 38,918

LOUIS J. HOFFMAN, P.C. 14301 North 87<sup>th</sup> Street Suite 312

Scottsdale, Arizona 85260

(480) 948-3295

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# \*sales commission



#### Definition



The amount of money that an individual receives based on the level of sales he or she has obtained. The sales person is provided a certain amount of money in addition to his/her standard salary based on the amount of sales obtained.

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# What does it Mean to be Paid on Commission?

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### Agent Commission

Pay Paid
Paid On Commission
Exempt Overtime
Salary Laws
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Sales Commission
Software
Overtime Labor Law

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Being paid on commission means that a person is paid a percentage of the sales that he or she makes. When people are paid totally on commission, they are not receiving a <u>salary</u> or an hourly rate, but rather are paid only according to the sales dollars they bring in. This has both advantages and disadvantages.

When people are paid on a commission basis, they have an incentive to try harder to make sales since this is the only way that they can earn money. However, some people say that some workers paid on commission may take advantage of the situation so that they can earn more. For example, some mechanics are paid this way, and some customers may feel they have been charged for the mechanic to fix things that may have not needed repairing. Although many mechanics are trustworthy, many people feel that a being paid on a commission basis invites dishonesty in order to earn more pay.

Some real <u>estate</u> agents are paid on commission and usually earn good pay when a house is sold. Real estate agents paid on a salary basis may earn more or less than those who only earn a commission. The commission rates vary widely as they must be negotiated with the seller when the home is listed.

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## ☆ transaction



#### Definitions (5)



- 1. General: Agreement, contract, exchange, understanding, or transfer of cash or property that occurs between two or more parties and establishes a legal obligation. Also called booking or reservation.
- 2. Accounting: Event that effects a change in the asset, liability, or net worth account. Transactions are recorded first in journal and then posted to a ledger.
- 3. Banking: Activity affecting a bank account and performed by the account holder or at his or her request.
- 4. Commerce: Exchange of goods or services between a buyer and a seller. Every transaction has three components: (1) transfer of good/service and money, (2) transfer of title which may or may not be accompanied by a transfer of possession, and (3) transfer of exchange rights.
- 5. Computing: Event or process (such as an input message) initiated or invoked by a user or computer program, regarded as a single unit of work and requiring a record to be generated for processing in a database. In a secure transaction (see ACID qualities) such events are regarded as a single unit of work and must either be processed in their totality or rejected as a failed transaction.

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| Application No.: 12/<br>Examiner: GARG, YOGE  |   | First Named Applic Art Unit: 3625  | Cant: ROSS, D. DE Status of App   | ELANO, JR.  Dication: RCE file  | d 02/11/2013   |
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| (3)   |   | (4)  |   |   |  |
| Proposed Date of In   |   |  |   |   | (AM/PM)  |
| Type of Interview R<br>(1) [/] Telephonic   | _   | onal (3) [ ] Vid   | eo Conference   |   |  |
|   |   | ated: [ ] YES Uncertain. Exhibits availab  |   |   | _  |
|   |   | Issues To Be Di  | scussed   |   |  |
| Issues<br>(Rej., Obj., etc)   | Claims/<br>Fig. #s  | Prior<br>Art   | Discussed   | Agreed  | Not Agreed   |
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| Brief Description of  | Arguments to  | be Presented: See amer   | ndment accompanying RC  | DE.   |  |
| An interview was co   | onducted on the   | above-identified appl  | ication on  |   |  |
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| /Louis J. Hoff Applicant/Applica Louis J. Hoffma Typed/Printed Name 38918 Registration  | int's Representa<br>an  | r Representative   | Exam  | niner/SPE Sign  | nature   |

This collection of information is required by 37 CFR 1.133. The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.11 and 1.14. This collection is estimated to take 24 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

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| Application Number:                     | 129     | 12906979  |          |        |                         |  |  |
| Filing Date:                            | 18-     | 18-Oct-2010   |          |        |                         |  |  |
| Title of Invention:                     |         | Methods of expanding commercial opportunities for internet websites through coordinated offsite marketing |          |        |                         |  |  |
| First Named Inventor/Applicant Name:    | D. 1    | D. Delano Ross  |          |        |                         |  |  |
| Filer:                                  | Loi     | Louis J. Hoffman/Donald Hertz   |          |        |                         |  |  |
| Attorney Docket Number:                 | 23-     | CON3  |          |        |                         |  |  |
| Filed as Small Entity                   |         |   |          |        |                         |  |  |
| Utility under 35 USC 111(a) Filing Fees |         |   |          |        |                         |  |  |
| Description                             |         | Fee Code  | Quantity | Amount | Sub-Total ir<br>USD(\$) |  |  |
| Basic Filing:                           |         |   |          |        |                         |  |  |
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| Post-Allowance-and-Post-Issuance:       |         |   |          |        |                         |  |  |
| Extension-of-Time:                      |         |   |          |        |                         |  |  |
| Extension - 1 month with \$0 paid       |         | 2251  | 1        | 75     | 75                      |  |  |

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| Request for continued examination | 2801     | 1                 | 465 | 465                     |
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| Application Number:                  | 12906979  |
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| Confirmation Number:                 | 1141  |
| Title of Invention:                  | Methods of expanding commercial opportunities for internet websites through coordinated offsite marketing |
| First Named Inventor/Applicant Name: | D. Delano Ross  |
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| Information | :  |                             |  |       |    |
| 2           | Amendment Submitted/Entered with             | 13-02-11-DDR-CON3-          | 782970                                       | no    | 23 |
| 2           | Filing of CPA/RCE                            | AmAccompRCE.pdf             | d66bce64cfee8e4633d8cb5e0c15d85db8f<br>5bcb5 | 110   | 23 |
| Warnings:   |  |                             |  |       |    |
| Information | :  |                             |  |       |    |
| 3           | Letter Requesting Interview with<br>Examiner | 13-02-11-DDR-CON3-          | 159396                                       | no    | 1  |
|             |  | Intview_Request.pdf         | 9bcd1bb4f8a5c43443ed9d6c3adf1b420d8<br>de980 | 110   |    |
| Warnings:   |  |                             |  |       |    |
| Information | :  |                             |  |       |    |
| 4           | Fee Worksheet (SB06)                         | fee-info.pdf                | 32126  | no    | 2  |
| 4           | i ce worksneet (3500)                        | ree iiio.pai                | 0fdba04c4cbfc887b2a286718fba5c3b7f51<br>c86a | 110   |    |
| Warnings:   | ·  |                             |  |       | -  |
| Information | :  |                             |  |       |    |
|             |  | Total Files Size (in bytes) | 16   | 72295 |    |
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This Acknowledgement Receipt evidences receipt on the noted date by the USPTO of the indicated documents, characterized by the applicant, and including page counts, where applicable. It serves as evidence of receipt similar to a Post Card, as described in MPEP 503.

#### New Applications Under 35 U.S.C. 111

If a new application is being filed and the application includes the necessary components for a filing date (see 37 CFR 1.53(b)-(d) and MPEP 506), a Filing Receipt (37 CFR 1.54) will be issued in due course and the date shown on this Acknowledgement Receipt will establish the filing date of the application.

#### National Stage of an International Application under 35 U.S.C. 371

If a timely submission to enter the national stage of an international application is compliant with the conditions of 35 U.S.C. 371 and other applicable requirements a Form PCT/DO/EO/903 indicating acceptance of the application as a national stage submission under 35 U.S.C. 371 will be issued in addition to the Filing Receipt, in due course.

#### New International Application Filed with the USPTO as a Receiving Office

If a new international application is being filed and the international application includes the necessary components for an international filing date (see PCT Article 11 and MPEP 1810), a Notification of the International Application Number and of the International Filing Date (Form PCT/RO/105) will be issued in due course, subject to prescriptions concerning national security, and the date shown on this Acknowledgement Receipt will establish the international filing date of the application.

Under the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number.

| PATENT APPLICATION FEE DETERMINATION RECORD Substitute for Form PTO-875   |  |   |            |   | Α          | Application or Docket Number<br>12/906,979 |           | Filing Date<br>10/18/2010 |                        | To be Mailed |                        |                        |
|---|--|---|------------|---|------------|--|-----------|---------------------------|------------------------|--------------|------------------------|------------------------|
| APPLICATION AS FILED – PART I (Column 1) (Column 2)   |  |   |            |   |            |  | SMALL     | ENTITY 🛛                  | OR                     |              | HER THAN<br>ALL ENTITY |                        |
| FOR NUMBER FILED NUMBER EXTRA   |  |   |            |   |            |  | RATE (\$) | FEE (\$)                  |                        | RATE (\$)    | FEE (\$)               |                        |
|   | BASIC FEE<br>(37 CFR 1.16(a), (b),   | or (c))                                   | N/A        |   |            | N/A  |           | N/A                       |                        |              | N/A                    |                        |
|   | SEARCH FEE<br>(37 CFR 1.16(k), (i), o  | or (m))                                   | N/A        |   |            | N/A  |           | N/A                       |                        |              | N/A                    |                        |
|   | EXAMINATION FE<br>(37 CFR 1.16(o), (p),  |   | N/A        |   |            | N/A  |           | N/A                       |                        |              | N/A                    |                        |
|   | TAL CLAIMS<br>CFR 1.16(i))   |   | mir        | us 20 = *                               | +          |  |           | X \$ =                    |                        | OR           | X \$ =                 |                        |
| IND   | EPENDENT CLAIM<br>CFR 1.16(h))   | IS  | m          | inus 3 = *                              | k          |  |           | X \$ =                    |                        |              | X \$ =                 |                        |
| If the specification and drawings exceed 100 sheets of paper, the application size fee due is \$250 (\$125 for small entity) for each additional 50 sheets or fraction thereof. See 35 U.S.C. 41(a)(1)(G) and 37 CFR 1.16(s). |  |   |            |   |            |  |           |                           |                        |              |                        |                        |
|   | MULTIPLE DEPEN   | IDENT CLAIM PR                            | ESENT (3   | 7 CFR 1.16(j                            | j))        |  |           |                           |                        |              |                        |                        |
| * If t  | the difference in colu   | ımn 1 is less than                        | zero, ente | r "0" in colu                           | mn 2.      |  |           | TOTAL                     |                        |              | TOTAL                  |                        |
|   | APP  | (Column 1)                                | AMENE      | (Colum                                  | n 2)       | (Column 3)                                 |           | SMAL                      | L ENTITY               | OR           |                        | ER THAN<br>ALL ENTITY  |
| AMENDMENT   | 02/11/2013   | CLAIMS<br>REMAINING<br>AFTER<br>AMENDMENT |            | HIGHEST<br>NUMBEF<br>PREVIOU<br>PAID FO | }<br>JSLY  | PRESENT<br>EXTRA                           |           | RATE (\$)                 | ADDITIONAL<br>FEE (\$) |              | RATE (\$)              | ADDITIONAL<br>FEE (\$) |
| ME  | Total (37 CFR 1.16(i))   | * 22                                      | Minus      | ** 22                                   |            | = 0  |           | X \$31 =                  | 0                      | OR           | X \$ =                 |                        |
| N   | Independent<br>(37 CFR 1.16(h))  | * 3                                       | Minus      | ***3                                    |            | = 0  |           | X \$125 =                 | 0                      | OR           | X \$ =                 |                        |
| √ME   | Application S  | ize Fee (37 CFR 1                         | .16(s))    |   |            |  |           |                           |                        |              |                        |                        |
| 1   | FIRST PRESEN   | NTATION OF MULTIF                         | PLE DEPEN  | DENT CLAIM                              | I (37 CFF  | R 1.16(j))                                 |           |                           |                        | OR           |                        |                        |
|   |  |   |            |   |            |  |           | TOTAL<br>ADD'L<br>FEE     | 0                      | OR           | TOTAL<br>ADD'L<br>FEE  |                        |
|   |  | (Column 1)                                |            | (Colum                                  |            | (Column 3)                                 |           |                           |                        |              |                        |                        |
|   |  | CLAIMS<br>REMAINING<br>AFTER<br>AMENDMENT |            | HIGHE<br>NUMB<br>PREVIOI<br>PAID F      | ER<br>USLY | PRESENT<br>EXTRA                           |           | RATE (\$)                 | ADDITIONAL<br>FEE (\$) |              | RATE (\$)              | ADDITIONAL<br>FEE (\$) |
| ENT   | Total (37 CFR 1.16(i))   | *   | Minus      | **                                      |            | =  |           | X \$ =                    |                        | OR           | X \$ =                 |                        |
| I⋝I   | Independent<br>(37 CFR 1.16(h))  | *   | Minus      | ***                                     |            | =  |           | X \$ =                    |                        | OR           | X \$ =                 |                        |
| ENDI  | Application S  | ize Fee (37 CFR 1                         | .16(s))    |   |            |  |           |                           |                        |              |                        |                        |
| AM  | FIRST PRESEN   | NTATION OF MULTIF                         | PLE DEPEN  | DENT CLAIM                              | I (37 CFF  | R 1.16(j))                                 |           |                           |                        | OR           |                        |                        |
|   | TOTAL ADD'L FEE TOTAL OR ADD'L FEE   |   |            |   |            |  |           |                           |                        |              |                        |                        |
| ** If<br>*** I  | * If the entry in column 1 is less than the entry in column 2, write "0" in column 3.  *** If the "Highest Number Previously Paid For" IN THIS SPACE is less than 20, enter "20".  *** If the "Highest Number Previously Paid For" IN THIS SPACE is less than 3, enter "3".  The "Highest Number Previously Paid For" (Total or Independent) is the highest number found in the appropriate box in column 1. |   |            |   |            |  |           |                           |                        |              |                        |                        |

This collection of information is required by 37 CFR 1.16. The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.14. This collection is estimated to take 12 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

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| APPLICATION NO.        | FILING DATE  | FIRST NAMED INVENTOR | ATTORNEY DOCKET NO. | CONFIRMATION NO. |  |  |
|------------------------|--|----------------------|---------------------|------------------|--|--|
| 12/906,979             | 12/906,979 10/18/2010 D. Delano Ross JR.           |                      |                     | 1141             |  |  |
| 26362<br>LOUIS J. HOFI | 7590 10/10/201 <sup>1</sup><br>F <b>MAN</b> , P.C. | EXAM                 | EXAMINER            |                  |  |  |
|                        | th Street, Suite 312                               | GARG, YOGESH C       |                     |                  |  |  |
| Scousdale, AZ          | 0.3.2.00   |                      | ART UNIT            | PAPER NUMBER     |  |  |
|                        |  |                      | 3625                |                  |  |  |
|                        |  |                      |                     |                  |  |  |
|                        |  |                      | NOTIFICATION DATE   | DELIVERY MODE    |  |  |
|                        |  |                      | 10/10/2012          | ELECTRONIC       |  |  |

## Please find below and/or attached an Office communication concerning this application or proceeding.

The time period for reply, if any, is set in the attached communication.

Notice of the Office communication was sent electronically on above-indicated "Notification Date" to the following e-mail address(es):

Louis@valuablepatents.com donald@valuablepatents.com shaelyn@valuablepatents.com

|  |   | Application No.  | Applicant(s)   |                 |  |  |  |
|--|---|--|--|-----------------|--|--|--|
| OHI - A - H  |   | 12/906,979   | ROSS ET AL.  |                 |  |  |  |
| Οπισε Αστισ  | on Summary  | Examiner   | Art Unit   |                 |  |  |  |
|  |   | YOGESH C. GARG   | 3625   |                 |  |  |  |
| The MAILING DA Period for Reply  | TE of this communication app  | ears on the cover sheet with the   | correspondence ad  | ddress          |  |  |  |
| WHICHEVER IS LONG  - Extensions of time may be avail after SIX (6) MONTHS from the  - If NO period for reply is specific  - Failure to reply within the set or | ER, FROM THE MAILING DA<br>illable under the provisions of 37 CFR 1.13<br>e mailing date of this communication.<br>ed above, the maximum statutory period w<br>r extended period for reply will, by statute,<br>e later than three months after the mailing | Y IS SET TO EXPIRE 3 MONTHATE OF THIS COMMUNICATION (16(a). In no event, however, may a reply be the trill apply and will expire SIX (6) MONTHS from cause the application to become ABANDON date of this communication, even if timely file | N. mely filed  n the mailing date of this of ED (35 U.S.C. § 133). | ,               |  |  |  |
| Status   |   |  |  |                 |  |  |  |
| 1) Responsive to cor   | mmunication(s) filed on <u>30 Ju</u>  | ily 2012.  |  |                 |  |  |  |
| 2a) This action is FIN.  | <b>AL</b> . 2b) ☐ This  | action is non-final.   |  |                 |  |  |  |
| 3) ☐ An election was m   | nade by the applicant in respo  | onse to a restriction requiremen   | set forth during th  | ne interview on |  |  |  |
| ; the restrict   | tion requirement and election   | have been incorporated into thi  | s action.  |                 |  |  |  |
| 4) Since this applica  | tion is in condition for allowar  | ice except for formal matters, pi  | osecution as to the  | e merits is     |  |  |  |
| closed in accorda  | nce with the practice under <i>E</i>  | x parte Quayle, 1935 C.D. 11, 4  | 53 O.G. 213.   |                 |  |  |  |
| Disposition of Claims  |   |  |  |                 |  |  |  |
| 5) Claim(s) 71-92 is/  | are pending in the application  | 1.   |  |                 |  |  |  |
| , , ,  | claim(s) is/are withdrav  |  |  |                 |  |  |  |
| 6) Claim(s) is   |   |  |  |                 |  |  |  |
| ·  | <i>0-85 and 87-92</i> is/are rejected   |  |  |                 |  |  |  |
| 8) Claim(s) <u>78-79 ar</u>  |   |  |  |                 |  |  |  |
| · <u> </u>   | re subject to restriction and/or  | election requirement.  |  |                 |  |  |  |
| Application Papers   |   |  |  |                 |  |  |  |
|  | a abjected to by the Evenine  | ,  |  |                 |  |  |  |
|  | s objected to by the Examine  | epted or b)□ objected to by the  | Evaminor   |                 |  |  |  |
|  |   | drawing(s) be held in abeyance. Se   |  |                 |  |  |  |
|  |   | on is required if the drawing(s) is o  | • •  | ER 1 121(d)     |  |  |  |
|  |   | aminer. Note the attached Offic  | -  |                 |  |  |  |
| •  | •   | ammer. Note the attached Omc   | S ACTION OF IONNIT   | 10-132.         |  |  |  |
| Priority under 35 U.S.C. §   |   |  |  |                 |  |  |  |
| · —  |   | priority under 35 U.S.C. § 119(a   | a)-(d) or (t).   |                 |  |  |  |
| · ·  | e * c) None of:   |  |  |                 |  |  |  |
| <u>—</u>   | pies of the priority documents  |  |  |                 |  |  |  |
|  |   | s have been received in Applica  | ·  |                 |  |  |  |
| <del>_</del> ·   | 3. Copies of the certified copies of the priority documents have been received in this National Stage   |  |  |                 |  |  |  |
| application from the International Bureau (PCT Rule 17.2(a)).  * See the attached detailed Office action for a list of the certified copies not received.      |   |  |  |                 |  |  |  |
| See the attached de  | etalled Office action for a list (  | or the certilled copies not receiv   | <del>c</del> u.  |                 |  |  |  |
| Attachment(s)  |   |  |  |                 |  |  |  |
| Notice of References Cited (   | (PTO-892)   | 4) Interview Summar  | v (PTO-413)  |                 |  |  |  |
| 2) Notice of Draftsperson's Pat  | tent Drawing Review (PTO-948)   | Paper No(s)/Mail [   | Date   |                 |  |  |  |
| 3) Information Disclosure State Paper No(s)/Mail Date 7/30/  |   | 5) Notice of Informal 6) Other:  | Patent Application   |                 |  |  |  |

## **DETAILED ACTION**

1. Applicant's amendment filed 7/30/2012 is entered. Claims 71 and 81 are amended. Claims 71-92 are pending for examination.

## Terminal Disclaimer

2. The terminal disclaimer filed on 7/30/2012 disclaiming the terminal portion of any patent granted on this application which would extend beyond the expiration date of (i) US Patent 6,629,135, (ii) US Patent 6,993,572 and (iii) US Patent 7,818,399 has been reviewed and is accepted. The terminal disclaimer has been recorded.

In view of the said terminal Disclaimer the previous rejection of claims 71-92 on the grounds of nonstatutory obviousness type double patenting are now moot and withdrawn.

3. In view of the current amendments to claims 71 and 81, previous rejections of claims 71-86 under 35 USC 112, first and second paragraphs are now moot and withdrawn.

## FINAL REJECTION

4. Applicant's submission of an information disclosure statement under 37 CFR 1.97(c) with the fee set forth in 37 CFR 1.17(p) on 7/30/2012 prompted the new ground(s) of rejection presented in this Office action. Accordingly, **THIS ACTION IS MADE FINAL**. See MPEP § 609.04(b). Applicant is reminded of the extension of time policy as set forth in 37 CFR 1.136(a).

A shortened statutory period for reply to this final action is set to expire THREE MONTHS from the mailing date of this action. In the event a first reply is filed within TWO MONTHS of the mailing date of this final action and the advisory action is not mailed until after the end of the THREE-MONTH shortened statutory period, then the shortened statutory period will expire on the date the advisory action is mailed, and any extension fee pursuant to 37 CFR 1.136(a) will be calculated from the mailing date of the advisory action. In no event, however, will the statutory period for reply expire later than SIX MONTHS from the mailing date of this final action.

## Claim Rejections - 35 USC § 102

5. The following is a quotation of the appropriate paragraphs of 35 U.S.C. 102 that form the basis for the rejections under this section made in this Office action:

A person shall be entitled to a patent unless -

(e) the invention was described in (1) an application for patent, published under section 122(b), by another filed in the United States before the invention by the applicant for patent or (2) a patent granted on an application for patent by another filed in the United States before the invention by the applicant for patent, except that an international application filed under the treaty defined in section 351(a) shall have the effects for purposes of this subsection of an application filed in the United States only if the international application designated the United States and was published under Article 21(2) of such treaty in the English language.

Claims 71, 73, 80, 81, 83, 87-88, 90 are rejected under 35 U.S.C. 102(e) as being anticipated by Saliba et al. (US 2002/0065772 A1), hereinafter Saliba cited by the Applicant in the IDS filed 7/30/2012, see reference # 55 " Expert Report of Peter Kent. .

Regarding claim 71, Saliba teaches a method of an outsource provider serving web pages offering commercial opportunities, the method comprising:

upon receiving over the Internet an electronic request generated by a visitor computer in response to selection of a link within a source web page that has been served to the visitor computer when visiting a first website, wherein the link correlates the source web page with at least one commerce object associated with a buying opportunity of a merchant (a) automatically, with a server computer associated with a second website, retrieving data pre-stored in a storage device accessible to the server computer, and (b) automatically, with the server computer, serving to the visitor computer a composite web page of the second website, which composite web page 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 web page, wherein the owner of the first website, the owner of the server computer, and the merchant are each third parties with respect to each other (see Figs 1-4, 6. In Fig. 1, paragraphs 8-9, 40-46, 51, 65. A Bank web site 26 corresponds to the first website and displays a source web page to a customer 28, Service center system "24" corresponds to the server computer and the Billers 22 correspond to merchants and the commercial objects associated with a buying opportunity of a merchant are displayed on the service center web page, see Figs 4 and 6, including the plurality of visually perceptible elements of the source webpage of the bank including the bank's branding indicia, logo, etc. are retrieved from a database "40" and are applied to the composite web page of a biller, and displayed to the customer on his browser such that the user gets the

impression that he is still on the bank's web site. The owner of Bank web site, the owner of the service center computer and the biller[merchant] all are separate entities. ).

Regarding claim 73, Saliba discloses that the Service Center system web site 24 presents a 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 composite web page contains one or more selectable navigation links connecting a hierarchical set of additional web pages, each pertaining to a subset of the offerings in the catalog (see at least paragraph 41 which displays a list of Biller names that is a catalog of multiple merchant offerings which can be selected.).

Regarding claim 80, Saliba teaches that the method of claim 71, wherein the composite web page appears to the computer user to be generated by a server associated with the source page (This limitations is already covered in the analysis of claim 71 wherein it was analyzed that the customer is not exposed to the transfer due to the activation of the link, see also paragraph 41 at least).

Regarding claims 81, 83, 87-88, 90, their limitations are similar to the limitations of claims 71 and 73 and are therefore analyzed and rejected on the basis of same rationale as set forth for claims 71 and 73 above.

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Art Unit: 3625

## Claim Rejections - 35 USC § 103

6. The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all obviousness rejections set forth in this Office action:

(a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negatived by the manner in which the invention was made.

6.1. Claims 72, 82 and 89 are rejected under 35 U.S.C. 103(a) as being unpatentable over Saliba over SexToy (Prior art provided in the IDS file 7/30/2012 and cited in reference #55, "Expert Report" of the IDS.)

Regarding claims 72, Saliba teaches all the limitations of claim 72 including that the customer is presented with a composite web page from a merchant's [Biller's] website but with the look and feel of the first web site that is the Bank's web site. Saliba does not specifically teach that the visually perceptible elements comprise 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. However, in the same field of endeavor, SexToy teaches presenting to visitors multiple navigational links back to host web site. Therefore, in view of SexToy, it would have been obvious to an ordinary skilled in the art at the time of the applicant's invention to have included the concept of to include in the visually perceptible elements comprise 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 because it will, as per the

intent of Saliba, to make the customer feel that he is not separated from the host web site.

Regarding claims 82 and 89, their limitations are similar to the limitations of claim 71 and are therefore analyzed and rejected on the basis of same rationale as set forth for claim 72 above.

6.2. Claims 74-75, 84 and 91 are rejected under 35 U.S.C. 103(a) as being unpatentable over Saliba over Alloul et al. (US Patent 6,032,130), hereinafter Alloul.

Regarding claims 74, Saliba teaches all the limitations of claim 73 including that the customer is presented with a composite web page including information associated with a commercial object such as a bill from a merchant's [Biller's] but with the look and feel of the first web site that is the Bank's web site and that composite web page can also display multiple merchant offerings such as multiple bills. Saliba does not specifically teach accepting search parameters through the browser of the visitor computer and automatically with the server computer using said parameters to search for specific products within the catalog and serving the results for display using the browser of the visitor computer. However, in the same field of e-commerce, Alloul teaches this well-known aspect (see col.10, lines 41-57, "....In a preferred embodiment of the present invention, for improved shopping convenience, the browser application may be equipped with search engines for finding a specific item or a specific group of items into the local product database. This may be done by using keywords either for searching a product, a group of products, a brand-name or other association of product

characteristics......). In view of Alloul, it would have been obvious to an ordinary skilled in the art at the time of the applicant's invention to have modified Saliba to incorporate the concept of accepting search parameters through the browser of the visitor computer and automatically with the server computer using said parameters to search for specific products within the catalog and serving the results for display using the browser of the visitor computer because it would improve the shopping experience (see col. 10, lines 41-57).

Regarding claim 75, its limitations are similar to the limitations covered in both claims 73 and 74 and therefore claim 75 is analyzed and rejected on the basis of same rationale as set forth for claims 73 and 74 above.

Regarding claims 84 and 91 their limitations are similar to the limitations of claims 74-75 and are therefore analyzed and rejected on the basis of same rationale as set forth for claims 74-75 above.

6.3 Claims 76-77, 85 and 92 are rejected under 35 U.S.C. 103(a) as being unpatentable over Saliba in view of Official Notice.

Regarding claim 76, Saliba teaches all the limitations of claim 71 including that the customer is presented with a composite web page including information associated with a commercial object such as a bill from a merchant's [Biller's ] but with the look and

feel of the first web site that is the Bank's web site. The limitations in claim 76 do not further narrow down any of the manipulative steps of claim 1 but instead they describe a contractual relationship of the owner of the source web page that is of a bank in Saliba for receiving a commission if there is a transaction involving the commercial object. This limitation does not involve any machinery implementing a function or transformation of a subject matter to be qualified as a statutory process limitation. Saliba does not teach this contractual relationship for the bank. Saliba does not specifically teach the recited limitations of claims 76-77 but Examiner takes Official Notice that it is a well-known fact at the time of the applicant's invention that an entity like a bank in Saliba can charge a fee/commission for providing the service of displaying links for commercial objects like various bill services for the billers which can be provided to the customers and in order to realize his commission an automatic payment can be made to the bank owner of the source web page on completion of a transaction related to the commercial object with the known electronic payment methods. Therefore in view of the Official Notice, it would be obvious to one of an ordinary skilled in the art at the time of applicant's invention that an owner of the source web page like a bank in Saliba would have charges a fee/commission for providing the service of displaying links for commercial objects like various bill services for the billers and realize the payment automatically at the completion of a transaction with the well- known methods at the time of the applicant's invention.

Regarding claims 85 and 92, their limitations are similar to the limitations of claims 76-77 and are therefore analyzed and rejected on the basis of same rationale as set forth for claims 76-77 above.

7. Claims 78-79 are objected to as being dependent upon a rejected base claim, but would be allowable if rewritten in independent form including all of the limitations of the base claim and any intervening claims.

Similarly claim 86 is objected to as being dependent upon a rejected base claim, but would be allowable if rewritten in independent form including all of the limitations of the base claim and any intervening claims.

The reason for allowability would be that the prior art, alone or combined, neither teaches nor renders obvious the limitations recited in claims 78 and 86 that is wherein the composite web page contains a further link associated with the information associated with the commerce object associated with the link that has been activated, which link, when activated by the web browser, places data representing the commerce object into a virtual shopping cart, and further comprising, automatically with the server computer, accepting inputted billing information from the visitor computer, recording the billing information, and using the billing information to facilitate payment to the merchant for the commerce object associated with the activated link when the server computer detects activation by the web browser of a checkout link associated with the shopping cart in the context of the limitations recited in claims 71 and 81, as a whole.

## Conclusion

Any inquiry concerning this communication or earlier communications from the examiner should be directed to YOGESH C. GARG whose telephone number is (571)272-6756. The examiner can normally be reached on Increased Flex/Hoteling.

If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, Jeffrey A. Smith can be reached on 571-272-6763. The fax phone number for the organization where this application or proceeding is assigned is 571-273-8300.

Information regarding the status of an application may be obtained from the Patent Application Information Retrieval (PAIR) system. Status information for published applications may be obtained from either Private PAIR or Public PAIR. Status information for unpublished applications is available through Private PAIR only. For more information about the PAIR system, see http://pair-direct.uspto.gov. Should you have questions on access to the Private PAIR system, contact the Electronic Business Center (EBC) at 866-217-9197 (toll-free). If you would like assistance from a USPTO Customer Service Representative or access to the automated information system, call 800-786-9199 (IN USA OR CANADA) or 571-272-1000.

YOGESH C GARG Primary Examiner Art Unit 3625

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U.S. Patent and Trademark Office PTO-892 (Rev. 01-2001)

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## **EAST Search History**

## **EAST Search History (Prior Art)**

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Information Disclosure Statement

Serial No.: 12/906,979

Applicants: Ross Jr., D. Delano et al.

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| Index of Claims | 12906979                | ROSS ET AL.                             |
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ROSS ET AL.

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3625

## **SEARCHED**

| Class | Subclass | Date      | Examiner |
|-------|----------|-----------|----------|
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| 709   | 218, 200 |           |          |

# **SEARCH NOTES**

| Search Notes  | Date      | Examiner |
|---|-----------|----------|
| Keyword search on East database   | 6/26/2012 | YG       |
| Palm search for inventors' names  | 6/26/2012 | YG       |
| Reviewed copending applications 11343464, 10461997, 09398268 which are now US Patents 7818399, 6993572, 6629135 including the references and the record of court proceedings submitted via IDSs | 6/26/2012 | YG       |
| Dialog search   | 6/26/2012 | YG       |
| Proquest search   | 6/26/2012 | YG       |
| Backward and Forward search of best cited references  | 6/26/2012 | YG       |
| Conducted Interference search   | 6/26/2012 | YG       |
| Revised Keyword search on East database   | 9/28/2012 | YG       |
| Reviewed the IDS references filed 7/30/12 & 8/10/12   | 9/29/2012 | YG       |

# INTERFERENCE SEARCH

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| 705   | 26.41    | 6/26/2012 | YG       |
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|   | Applican   | nt Initiated Intervi   | ew Request l  | Form  |  |
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| Application No.: 12/<br>Examiner: Garg, Yogesh  | <b>906,979</b>   | First Named Applica<br>Art Unit: 3625  | nt: Ross, D. Dela<br>Status of App  | ano Jr.<br>plication: Respons   | se to 1st OA filed 7/30/2012   |
| Tentative Participar<br>(1) Examiner Garg   | nts:   | (2) Louis J. Hoffman   |   |   |  |
| (3)   |  | (4)  |   |   |  |
| Proposed Date of In   | terview:at exam  | niner's convenience  | Proposed Ti   | ime:  | (AM/PM)  |
| Type of Interview R<br>(1) [/] Telephonic   | -  | onal (3) [ ] Video   | o Conference  |   |  |
| Exhibit To Be Show<br>If yes, provide brief   |  | ated: [ ] YES  | [r] <b>NO</b>   |   | _  |
|   |  | Issues To Be Disc  | cussed  |   |  |
| Issues<br>(Rej., Obj., etc)   | Claims/<br>Fig. #s   | Prior<br>Art   | Discussed   | Agreed  | Not Agreed   |
| (1)_Any   | All claims   | Any desired  | [ ]   | []  | []   |
| (2)   |  |  | [ ]   | [ ]   | []   |
| (3)   |  |  | []  | []  | LJ   |
| Brief Description of  | Arguments to   | Proposed Amende Discuss 7/3  | 0/2012 Amendment to o   | nts Attached  | rejections and   |
|   |  | rences, embodiments, or claim above-identified applic  |   |   |  |
| If this form is signed I or she is authorized to 1.34. This is not a powhich is incorporated read the Instruction S substance of this inter | by a registered position of attorney to by reference. By heet. After the inview (37 CFR 1.1) | ed and filed by applicant in ractitioner not of record, in record, in record, in record, in record on behalf of the price any above named practicy signing this form, applicant erview is conducted, application (b) as soon as possible to a written record of this | the Office will acc<br>ncipal (37 CFR 1.<br>tioner. See the In<br>cant or practition<br>plicant is advised<br>e. This application | ept this as an i<br>32(a)(3)) pursu<br>struction Shee<br>er is certifying<br>to file a statem | ndication that he ant to 37 CFR t for this form, that he or she has ent of the |
| /Louis J. Hoff Applicant/Applica Louis J. Hoffma Typed/Printed Name 38918 Registration  | nt's Representat<br>an   | Representative   | Exam  | niner/SPE Sigr  | ature  |

This collection of information is required by 37 CFR 1.133. The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.11 and 1.14. This collection is estimated to take 24 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

| Electronic Acknowledgement Receipt   |   |  |  |  |
|--------------------------------------|---|--|--|--|
| EFS ID:                              | 13642903  |  |  |  |
| Application Number:                  | 12906979  |  |  |  |
| International Application Number:    |   |  |  |  |
| Confirmation Number:                 | 1141  |  |  |  |
| Title of Invention:                  | Methods of expanding commercial opportunities for internet websites through coordinated offsite marketing |  |  |  |
| First Named Inventor/Applicant Name: | D. Delano Ross  |  |  |  |
| Customer Number:                     | 26362   |  |  |  |
| Filer:                               | Louis J. Hoffman/Donald Hertz   |  |  |  |
| Filer Authorized By:                 | Louis J. Hoffman  |  |  |  |
| Attorney Docket Number:              | 23-CON3   |  |  |  |
| Receipt Date:                        | 31-AUG-2012   |  |  |  |
| Filing Date:                         | 18-OCT-2010   |  |  |  |
| Time Stamp:                          | 18:17:36  |  |  |  |
| Application Type:                    | Utility under 35 USC 111(a)   |  |  |  |

# **Payment information:**

# File Listing:

| Document<br>Number | Document Description                         | File Name  | File Size(Bytes)/<br>Message Digest                    | Multi<br>Part /.zip | Pages<br>(if appl.) |
|--------------------|--|--|--|---------------------|---------------------|
| 1                  | Letter Requesting Interview with<br>Examiner | 12-08-31-DDR-CON3-<br>Interview_Request_Form.pdf | 160461<br>b2e299f560c2b83a9bb6ae8b33ce432b670<br>403f3 | no                  | 1                   |

## Warnings:

Information:

This Acknowledgement Receipt evidences receipt on the noted date by the USPTO of the indicated documents, characterized by the applicant, and including page counts, where applicable. It serves as evidence of receipt similar to a Post Card, as described in MPEP 503.

## New Applications Under 35 U.S.C. 111

If a new application is being filed and the application includes the necessary components for a filing date (see 37 CFR 1.53(b)-(d) and MPEP 506), a Filing Receipt (37 CFR 1.54) will be issued in due course and the date shown on this Acknowledgement Receipt will establish the filing date of the application.

## National Stage of an International Application under 35 U.S.C. 371

If a timely submission to enter the national stage of an international application is compliant with the conditions of 35 U.S.C. 371 and other applicable requirements a Form PCT/DO/EO/903 indicating acceptance of the application as a national stage submission under 35 U.S.C. 371 will be issued in addition to the Filing Receipt, in due course.

### New International Application Filed with the USPTO as a Receiving Office

If a new international application is being filed and the international application includes the necessary components for an international filing date (see PCT Article 11 and MPEP 1810), a Notification of the International Application Number and of the International Filing Date (Form PCT/RO/105) will be issued in due course, subject to prescriptions concerning national security, and the date shown on this Acknowledgement Receipt will establish the international filing date of the application.

Form PTO-1449 (Modified) Serial No.: 12/906,979

List of Patents and Publications For Applicants: Ross Jr., D. Delano et al.

Information Disclosure Statement Filed: 10/18/2010

Art Unit: 3625

Page 1 of 1 Conf. No.: 1141

| OTHER ART   |   |  |  |  |  |  |  |  |
|---|---|--|--|--|--|--|--|--|
| Examiner Initials Item Author Title Date Pertinent Pages Etc. |   |  |  |  |  |  |  |  |
|   | 1 | The Sabre Group Holdings, Inc., SEC Form 10K for Fiscal Year 1996; March 31, 1997.   |  |  |  |  |  |  |
|   | 2 | The Sabre Group Holdings, Inc., SEC Form 10K for Fiscal Year 1997; March 30, 1998.   |  |  |  |  |  |  |
|   | 3 | The Sabre Group Holdings, Inc., SEC Form 10K for Fiscal Year 1998; March 19, 1999.   |  |  |  |  |  |  |
|   | 4 | "Netscape and The Sabre Group Launch Innovative Travel Booking Service on<br>Netscape Netcenter; Travelocity Featured as Exclusive Travel Partner for<br>Netcenter's Marketplace"; January 26, 1998. |  |  |  |  |  |  |
|   | 5 | Yahoo! Media Relations press release, "Yahoo! and the Sabre Group Team Up to Bring Users Travel Booking Services"; November 10, 1997.  |  |  |  |  |  |  |
|   | 6 | Yahoo! Media Relations press release, "The Sabre Group Renews Contract Between Travelocity.com and Yahoo!"; January 24, 1999.  |  |  |  |  |  |  |

| Examiner: | Date Considered: |
|-----------|------------------|
| Lammer.   | Date Considered. |

EXAMINER: Initial if reference considered whether or not citation is in conformance with MPEP 609. Draw line through citation if not in conformance *and* not considered. Include copy of this form with next communication to applicant.

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# SECURITIES AND EXCHANGE COMMISSION WASHINGTON, D.C. 20549

### FORM 10-K

| [X] | Annual | Report  | Pursuant  | to  | Section | 13 | or | 15(d) | of | the | Securities | Exchange |
|-----|--------|---------|-----------|-----|---------|----|----|-------|----|-----|------------|----------|
|     | Act of | 1934 [] | Fee Requi | red | ]       |    |    |       |    |     |            |          |

For fiscal year ended December 31, 1996.

[ ] Transition Report Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934 [No Fee Required]

Commission file number 1-12175

THE SABRE GROUP HOLDINGS, INC.

(Exact name of registrant as specified in its charter)

Delaware 75-2662240

(State or other jurisdiction of incorporation or organization) (I.R.S. Employer Identification No.)

4255 Amon Carter Blvd. 76155

(Address of principal executive offices) (Zip Code)
Registrant's telephone number, including area code (817) 931-7300

Securities registered pursuant to Section 12(b) of the Act:

Title of Each Class Name of exchange on which registered

Class A Common Stock, par value \$.01 per share

New York Stock Exchange

Securities registered pursuant to Section 12(q) of the Act:

NONE
- (Title of Class)

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of

1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes X No .

Indicate by check mark if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K (Section 229.405 of this chapter) is not contained herein, and will not be contained, to the best of registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-K or any amendment to this Form 10-K. [X]

The aggregate market value of the voting stock held by non-affiliates of the registrant as of March 24, 1997 was approximately \$620,344,250. As of March 24, 1997, 23,409,217 shares of the registrant's Class A Common Stock and 107,374,000 shares of the registrant's Class B Common Stock were outstanding.

### DOCUMENTS INCORPORATED BY REFERENCE

Part III of this Form 10-K incorporates by reference certain information from the Proxy Statement for the Annual Meeting of Stockholders to be held May 21, 1997.

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PART I

#### ITEM 1. BUSINESS

The SABRE Group Holdings, Inc. is a holding company incorporated in Delaware on June 25, 1996. Pursuant to a reorganization consummated on July 2, 1996 (the "Reorganization"), the Company became the successor to the businesses of The SABRE Group which were formerly operated as divisions or subsidiaries of American Airlines, Inc. ("American") or AMR Corporation ("AMR"). Unless otherwise indicated, references herein to the "Company" include The SABRE Group Holdings, Inc. and its consolidated subsidiaries and, for any period prior to the Reorganization, the business of AMR constituting The SABRE Group. On October 17, 1996, the Company completed an initial public offering (the "Offering") of 23,230,000 shares of its Class A Common Stock, par value \$.01 per share, constituting approximately 17.8% of the economic interest of the Company's outstanding common equity. AMR retained all 107,374,000 shares of the Company's Class B Common Stock, representing approximately 82.2% of the economic interest and 97.9% of the combined voting power of all classes of voting stock of the Company.

The Company is a world leader in the electronic distribution of travel through its proprietary travel reservation and information system, SABRE(R), and is the largest electronic distributor of travel in the United States. In addition, the Company is a leading provider of solutions to the airline industry and fulfills substantially all of the data processing, network and distributed systems needs of American and AMR's other subsidiaries.

### ELECTRONIC TRAVEL DISTRIBUTION

SABRE and other global distribution systems are the principal means of air travel distribution in the United States and a growing means of air travel distribution internationally. Through SABRE, travel agencies, corporate travel departments and individual consumers ("subscribers") can access information on and book reservations with airlines and other providers of travel and travel-related products and services ("associates"). As of December 31, 1996, travel agencies with more than 30,000 locations in over 70 countries on six continents subscribed to SABRE, and three million individuals subscribed to Travelocity (SM) and easySABRE(SM), the Company's consumer-direct products. SABRE subscribers are able to make reservations with more than 400 airlines and more than 50 car rental companies and more than 200 hotel companies covering approximately 35,000 hotel properties worldwide.

During 1996, more airline bookings in the United States were made through SABRE than through any other global distribution system. In 1996, approximately 67.9% of the Company's revenue was generated by the electronic distribution of travel, primarily through booking fees paid by associates.

### THE SABRE GLOBAL DISTRIBUTION SYSTEM

SABRE, like other global distribution systems, creates an electronic marketplace where travel providers display information about their products and warehouse and manage inventory. Subscribers -- principally travel agencies but also corporate travel departments and individual consumers -- access information and purchase travel products and services. In 1996, more than 700 travel providers displayed information about their products and services through SABRE, and the Company estimates that more than \$40 billion in travel products and services were reserved through SABRE.

In addition to providing information to subscribers about airlines and other travel providers and their products and services, SABRE reports transaction data from subscriber-generated sales to the travel providers allowing them to manage inventory and revenues. SABRE also allows travel agency subscribers to print airline tickets, boarding passes and itineraries. Additionally, SABRE provides subscribers with travel information on matters such as currency, medical and visa requirements, weather and sightseeing. By accessing the SABRE system, a subscriber can, from a single source, obtain schedule, availability and pricing information from multiple travel providers for complex travel itineraries.

### ASSOCIATE PARTICIPATION

The Company derives its electronic travel distribution revenues primarily from booking fees paid by associates for reservations made through SABRE for their products and services. In addition to airlines, associates include car rental companies, hotel companies, railroads, tour operators, ferry companies and cruise lines, which participate in SABRE through products designed for such associates, such as CARS Plus(SM), SHAARP Plus(SM), SABRETail(SM), SABRE TourGuide(R), SABRE Navigator(SM) and SABRE CruiseDirector(R). SABRE subscribers can also purchase travel insurance or book theater tickets or limousines through SABRE.

Depending on the level of participation or "functionality" in SABRE, airlines and other associates can display, warehouse, manage and sell their inventory in SABRE. The booking fee per transaction paid by an associate to the Company depends upon several factors, including the associate's level of participation in SABRE and the type of products or services provided by the associate. Airlines are provided with a wide range of participation levels from which to choose. The lowest level of functionality for airlines -- Basic Booking Request(SM)  $\mbox{--}$  is aimed at the "no-frills" carriers and provides schedules and electronic booking only. Higher levels of functionality for airlines, such as Direct Connect Availability(SM), provide greater levels of communication between SABRE and associates, thus enabling SABRE to provide subscribers with more detailed information and associates with improved inventory management. For an associate selecting one of the higher levels of participation, SABRE provides subscribers with a direct connection to the associate's internal reservation system, allowing SABRE to provide real-time information and allowing the associate to optimize revenue for each flight.

Car rental companies and hotel operators are provided with similar levels of participation from which to select. From 1992 to 1996, the number of bookings for car rental companies and hotels grew at a compound annual rate of 13.6%

The Company also provides associates, upon request, marketing data derived from SABRE bookings for fees that vary depending on the amount and type of information provided.

#### SUBSCRIBER ACCESS

Access to SABRE enables subscribers to electronically locate, price, compare and purchase travel products and services provided by associates. The Company tailors the interface and functionality of SABRE to the needs of its different types of subscribers. Marketing is targeted to travel agencies, corporations and individual consumers.

TRAVEL AGENTS. The Company provides travel agents with the hardware, software, technical support and other services needed to use SABRE in return for fees that typically vary with the travel agency's productivity, as measured by the number of bookings generated. Such fees are payable over the term of the travel agent's agreement with the Company, generally five years in the United States and Latin America, three years in Canada and one year in Europe.

Because travel agencies have differing needs, based on, among other things, volume and location, the Company has modified the SABRE interface to meet the specific needs of different categories of travel agents. Travel agents can choose interfaces that range from simple, text-based systems to feature-laden graphical ones. For instance, using its expertise in its solutions services business, the Company developed Turbo SABRE(TM), an advanced point-of-sale interface that allows for customized screens and structured sales and eliminates unique commands, reducing keystrokes and training requirements for high-volume travel agencies who may need high levels of functionality. Turbo SABRE also provides data sources other than SABRE, such as back office hosts or LAN databases.

Planet SABRE(TM), which the Company introduced in February 1997, is a graphical interface consisting of a suite of Windows(1) based applications. It includes a graphical launch pad, which allows the user to move to any function with one or two clicks of a mouse; a customizer feature, which allows travel agencies to tailor Planet SABRE to meet their own specific needs; a tutorial; online help; a place to store notes about clients, destinations or procedures; and a suggestion system. Planet SABRE transforms SABRE from a complex command-oriented system to an all-graphic interface with continued access to the SABRE host system and its capabilities.

<sup>(1)</sup> Windows is a registered trademark of Microsoft Corporation.

SABRE interfaces are available in English, Spanish, Portuguese, French, German, Italian and Japanese. In addition, the Company offers travel agencies back-office accounting systems and further supports travel agencies by offering a simplified method to develop and place their own marketing presence on the World Wide Web.

CORPORATIONS. The Company sells Commercial SABRE(TM) to travel agencies to supply to corporations with which they work closely. Using Commercial SABRE, a traveler inputs booking details on a personal computer, which are then transmitted to the SABRE travel agent who reviews the travel plans, makes the reservations and issues the travel documents.

The Company also provides SABRE to corporations through SABRE Business Travel Solutions(TM) ("SABRE BTS(TM)") released in October 1996. SABRE BTS is designed for corporate travelers, travel arrangers and travel managers. It is a fully-integrated product suite for travel planning and booking, expense reporting and decision-making. SABRE BTS provides corporations with tools to better manage travel costs, ensure compliance with corporate travel policies, automate expense reporting and obtain real-time information on all aspects of travel for a corporation. It will operate with Windows and corporate intranet browser software.

INDIVIDUAL CONSUMERS. Through the Company's Travelocity(SM) and easySABRE(SM) products, individual consumers can compare prices, make travel reservations and obtain destination information. These products are available to individual consumers free of charge (other than access fees charged by a computer on-line service or Internet service provider).

Travelocity is accessible through the Internet and computer on-line services. It currently features booking and purchase capability for all airline, car rental and hotel companies for which booking and purchase capability is available in SABRE. Travelocity also offers access to a database of destination and interest information, chat groups and forums, articles from travel correspondents and a merchandise mall offering a variety of travel-related products. The Internet address for Travelocity is http://www.travelocity.com/.

Travelocity was developed jointly by the Company and Worldview Systems Corporation ("Worldview"). The Company recently acquired Worldview's interest in the Travelocity brand name and Internet site. Worldview will continue to provide the site's destination information, chat groups and forums.

The Company introduced easySABRE in 1985 as one of the world's first home booking systems for travel. easySABRE is available through a number of computer on-line information systems such as Prodigy and CompuServe(2) and on the Internet. With easySABRE, consumers can view travel reservation information and make bookings directly in SABRE for no fee (other than access fees charged by a computer on-line service or Internet service provider). easySABRE has a membership of more than 2.5 million, of which more than 100,000 members are active users each month. The Internet address for easySABRE is http://www.easySABRE.com/.

After reservations are made through either Travelocity or easySABRE, if a ticket is needed, the consumer may have a travel agent issue the ticket, have the Company's customer service center issue the ticket and deliver it to the consumer or call the travel provider directly. The Company receives booking fees from travel providers for purchases of their travel products and services pursuant to reservations made through Travelocity and easySABRE.

INTERNATIONAL MARKETING. The Company is actively involved in marketing SABRE internationally either directly or through joint venture or distributorship arrangements, depending upon the dynamics of the particular international market targeted. The Company's global marketing partners principally include foreign airlines that have strong relationships with travel agents in such airlines' primary markets and entities that operate smaller global distribution systems or other travel-related network services.

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<sup>(2)</sup> Prodigy and CompuServe are the trademarks of their respective owners.

The Company competes in electronic travel distribution primarily against other large and well-established global distribution systems. SABRE's principal competitors include Amadeus/System One, Galileo/Apollo and Worldspan. Amadeus/System One is owned by Air France, Continental Airlines, Iberia and Lufthansa. Galileo/Apollo is owned by United Airlines, British Airways, Swissair, KLM Royal Dutch and USAirways, among others. The Canadian affiliate of Galileo/Apollo is owned by Air Canada. Worldspan is owned by Delta, Northwest and TWA and is affiliated with ABACUS, an Asian global distribution system. Each of these competitors offers many products and services similar to those of the Company.

Moreover, although certain barriers exist for any new provider of electronic commerce -- barriers such as the need for significant capital investment to acquire or develop the hardware, software and network facilities necessary to operate effectively a global distribution system -- the Company is always faced with the potential of new competitors, particularly as new channels for travel distribution develop.

Competition to attract and retain travel agent subscribers is very intense. Factors affecting competitive success of global distribution systems include depth and breadth of information, ease of use, reliability, service and incentives to travel agents and range of products available to travel providers, travel agents and consumers.

Although distribution through travel agents continues to be the primary method of travel distribution, new channels of direct distribution to businesses and consumers, through computer on-line services, the Internet and private networks, are developing rapidly. The Company faces competition in these channels not only from its principal competitors but also from possible new entrants in the sale of travel products. Some of these new entrants may have considerably greater financial resources than the Company and/or may be businesses that are firmly established in these new channels of distribution. For example, in July 1996 American Express Co. and Microsoft Corporation announced an on-line travel booking service for corporations, which they have scheduled for release in the first half of 1997. In addition, the Internet permits consumers to have direct access to travel providers, thereby by-passing both traditional travel agents and global distribution systems such as SABRE. The Company has positioned its SABRE BTS, Travelocity and easySABRE products to compete in these emerging distribution channels.

### INDUSTRY REGULATION

Regulations promulgated by the U.S. Department of Transportation (the "DOT") govern the relationship of SABRE with airlines and travel agencies. Specifically, these regulations (the "U.S. Regulations") govern the relationships of global distribution systems doing business in the United States which are offered by an airline or an airline affiliate (like the Company) ("Airline-Affiliated Systems") with airlines doing business in the United States that own five percent or more of a global distribution system (a "GDS-Affiliated Airline") and with travel agencies. The U.S. Regulations do not expressly govern the marketing of a global distribution system to consumers or business travel departments, and the prevailing interpretation of the U.S. Regulations is that the rules do not apply to SABRE BTS, Travelocity or easySABRE. The current form of U.S. Regulations was adopted in 1992. The U.S. Regulations will expire on December 31, 1997, unless they are extended.

One of the principal requirements of the U.S. Regulations is that displays of airline services by Airline- Affiliated Systems must be nondiscriminatory. This means that the global distribution system may not use carrier identity in ordering the display of services or in building connecting flights. Travel agencies, however, may utilize software to override the neutral displays of an Airline-Affiliated System. Airline-Affiliated Systems are required to charge the same fees to all air carriers for the same level of service, to update information for all air carriers with the same degree of care and timeliness and to provide, on request, detailed bills. Any product feature offered to one or more air carriers must be offered to all other air carriers on nondiscriminatory terms.

The U.S. Regulations also govern relationships between Airline-Affiliated Systems and travel agents. The U.S. Regulations require, among other things, that contracts between travel agency subscribers and an Airline-Affiliated System be for no longer than five years. The rules also forbid an Airline-Affiliated System from impeding a travel agent's use of another system by, for example, making it a breach of contract for an agency to fail to make a designated minimum number of bookings. The rules do allow, however, systems to provide a credit against monthly fees to travel agents who achieve certain booking thresholds, with the agency being obligated to pay the system for any shortfall. The U.S. Regulations also forbid Airline-Affiliated Systems from entering into

contracts with travel agents containing exclusivity clauses or that require the agency to maintain a certain percentage of computer terminals or bookings for a particular system, vis-a-vis other systems.

The rules prohibit GDS-Affiliated Airlines from linking the payment of commissions to travel agents to the travel agent's use of the system with which the GDS-Affiliated Airline is affiliated. Further, an Airline-Affiliated System may not ban travel agents from using software provided by third parties in connection with the system's equipment, unless that software threatens to impair the integrity of the system.

The U.S. Regulations require any GDS-Affiliated Airline doing business in the United States to participate in competing Airline-Affiliated Systems at the same level as it does in its affiliated system and to provide data on its flights to competing Airline-Affiliated Systems that is as complete, accurate and timely as the information given to its affiliated system, so long as the competing system offers terms for participation that are commercially reasonable

The Company also has operations in Australia, Canada and the European Union. The overall approach of the regulations for global distribution systems in each of these three jurisdictions is similar to that of the United States. In each of these jurisdictions, rules require nondiscriminatory displays of airline services and nondiscriminatory booking fees, and forbid airlines affiliated with global distribution systems from linking travel agency commissions to the use of a particular system. Further, these rules to varying extents forbid airlines affiliated with global distribution systems from discriminating against competing systems with respect to the data that they furnish

There are, however, unique aspects of each set of rules. The European rules dictate the precise order in which flights must be displayed and permit travel agents to cancel their subscription agreements at the end of the first year of the contract. The Canadian rules forbid contracts with travel agencies of more than three years in duration and forbid certain uses of carriers' sales forces for promoting global distribution systems. The prevailing interpretation of the current Canadian and European Union rules is that the rules apply to Travelocity and easySABRE. The European rules are currently under review and are expected to be revised within the next year. The Company does not anticipate that any revision will materially affect its operations in Europe.

The Company also has operations in the Caribbean, Latin America and Asia. In jurisdictions in those regions, there is no regulation of global distribution systems for travel products.

The Company currently does business in more than 70 countries outside the U.S. The DOT, in conjunction with the U.S. Department of State, is charged with assuring fair and open access for U.S. air carriers, and U.S. global distribution systems owned by airlines, to overseas markets. In this regard, the DOT has provided assistance to the Company in entering several overseas markets. This assistance by the DOT to the Company could cease if SABRE were not offered to travel agencies by an airline.

The regulations in Australia, Canada and the European Union also contain, in varying degrees, remedies the Company can use to assist in the eradication of discriminatory practices that may impede the Company's access to the regulated market.

### INFORMATION TECHNOLOGY SOLUTIONS

The Company is a leading provider of solutions to the airline industry. The Company also employs its airline expertise to offer solutions to other industries that face similar complex operations issues, including the airport, railroad, logistics, hospitality and financial services industries. The solutions offered by the Company include software development and product sales, transactions processing and consulting. In addition, pursuant to an information technology services agreement, the Company provides data processing, network and distributed systems services to American and AMR's other subsidiaries, fulfilling substantially all of their information technology requirements. In 1996, approximately 32.1% of the Company's revenue was generated by the provision of information technology solutions.

The Company offers a comprehensive set of solutions to the airline industry. These solutions include: (i) consulting, which includes capabilities ranging from reengineering to functional consulting; (ii) software development, sales and licensing, which includes individual sales of specific products as well as custom development and integration; and (iii) full solutions outsourcing. Recruiting and retaining capable personnel, particularly those with expertise in operations research, information technology and industrial engineering, is vital to the provision of solutions by the Company.

The Company's solutions have helped American become one of the most technologically advanced airlines in the world. The Company has provided solutions to over 120 additional airlines or airline associations. These solutions have many applications for airlines. For instance, (i) with Fare Action Evaluator(SM), airlines can seek to enhance revenue using statistical and database sources that estimate the economic implications of fare actions before they are implemented, (ii) with AIRPRICE(SM), airlines can analyze and manage fares and react to competitors' changes, (iii) with AIRFLITE(SM), airlines can determine superior flight schedules and (iv) with AIRCREWS(SM), airlines can improve crew member scheduling thus reducing staffing costs.

The Company also provides real-time transactions processing services whereby the Company provides access to its hardware and software to airlines for reservations, flight operations, departure control and other related services. Local computer terminals at a customer's location are linked to the Company's mainframes, and the Company maintains and operates the entire system on a secure and confidential basis.

Building on its base of experience established in the development of solutions for the airline industry, the Company has extended its software solutions and consulting businesses to other industries, particularly those that face complex operations issues similar to the airline industry, including the airport, hospitality, logistics, railroad and financial services industries

The Company distributes its solutions and consulting services through a sales and marketing organization with offices in ten cities on four continents (Boston, Chicago, Dallas, Tulsa, Vancouver, London, Paris, Kuwait, Hong Kong and Sydney). The Company also maintains agency relationships to support sales efforts in key markets, including India, China and the Middle East. To date, the Company has provided business solutions to nearly 400 clients located in more than 50 countries.

### TECHNOLOGY SERVICES

The Company provides data processing, network and distributed systems services to American and AMR's other subsidiaries. The Company fulfills substantially all of American's data processing requirements and manages all voice and data communication services for American and AMR's other subsidiaries, including data networks, voice networks and radio services. The Company also provides American with the services required to design, install, operate and maintain its range of local area networks, desktop, mobile computing and peripheral devices. In 1995, the Company introduced SABRE Wireless(SM), which provides American's airport personnel the ability to access SABRE from mobile devices.

As part of the Reorganization, the Company entered into an information technology services agreement with American to provide these services for a term of ten years for most services (three and five years for others).

## COMPETITION

In information technology solutions, the Company competes both against solutions companies and full-service providers of technology outsourcing, some of which have considerably greater financial resources than the Company, and against smaller companies that offer a limited range of products. Among the Company's full-service competitors are Electronic Data Systems, IBM/ISSC, Unisys, Andersen Consulting and Lufthansa Systems. Many of these competitors have formed strategic alliances with large companies in the travel industry, and the Company's access to these potential customers is thus limited. The Company believes that its competitive position in the travel industry is enhanced by its experience in developing systems for American and by its ability to offer not only software applications but also systems development, integration and maintenance and transactions processing services.

In connection with the Reorganization, American transferred to the Company the software used in the operation of the business of The SABRE Group. This software, along with other software, proprietary information and intellectual property rights, are significant assets of the Company. The Company relies on a combination of copyright and trademark laws, trade secrets, confidentiality procedures and contractual provisions to protect these assets. The Company's software and related documentation, however, are protected principally under trade secret and copyright laws, which afford only limited protection. In addition, the laws of some foreign jurisdictions may provide less protection than the laws of the United States for the Company's proprietary rights. Unauthorized use of the Company's intellectual property could have a material adverse effect on the Company, and there can be no assurance that the Company's legal remedies would adequately compensate it for the damages to its business caused by such use.

#### EMPLOYEES

As of December 31, 1996 the Company had approximately 7,900 full-time employees. A central part of the Company's philosophy is to attract and maintain a highly capable staff. The Company considers its current employee relations to be good. None of the Company's U.S.-based employees are represented by a labor union.

### ITEM 2. PROPERTIES

The Company's principal executive offices are located in Fort Worth, Texas, primarily in two buildings, one of which is owned by the Company and one of which is leased from the Dallas/Fort Worth International Airport Board pursuant to a lease that expires in 2023, subject to four renewal options, exercisable by the Company, of five years duration each. In February 1997, the Company purchased from American a second facility on the Fort Worth campus that will be used to accommodate expected growth over the next few years. The Company also leases office facilities in approximately 70 other locations worldwide. The Company's data center is located in an underground facility in Tulsa, Oklahoma (the "Data Center"). The land on which the Data Center is located is leased from the Tulsa Airport Improvements Trust, a public trust organized under the laws of the State of Oklahoma, pursuant to a lease that expires in 2038.

SABRE and the Company's data processing services are dependent on the Company's central computer operations and information processing facility located in the Data Center, which contains over 120,000 square feet of space and houses seventeen mainframes having 15.3 terabytes of storage and over 4,000 million instructions per second ("MIPS") of processing power. The SABRE system, which is connected to nearly 200,000 computer terminals and operates 365 days a year, constructs over one billion air fares (updated five times per business day), averages 160 million requests for information per day and has processed up to 5,291 requests for information per second (in March 1997). The Company also utilizes a computer center located in one of its office buildings in Fort Worth (the "Fort Worth Center"). At the Fort Worth Center, the Company operates and manages a wide variety of computer systems as well as server based and client/server distributed systems.

The Company's travel agency and corporate subscribers connect to SABRE through leased access circuits. These leased access circuits, in turn, connect to the domestic and international data networks leased by the Company from Societe Internationale de Telecommunications Aeronautiques, which is owned by a consortium of Airlines, including American, which connect to the Data Center.

The Company believes that its office facilities will be adequate for its immediate needs and that additional or substitute space is available if needed to accommodate expansion. The Company also believes that its Data Center, Fort Worth Center and network access will be adequate for its immediate and foreseeable needs. The Company, however, continuously invests in research and development to upgrade these facilities to meet changing technological needs.

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#### #N 3. DERAN KROCEEDINGS

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tempory's fusecoded comparison of tecchica of spectrums.

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TION 9. MAKER FOR DOUBLING COMMON DIGGS AND RELATED STUDYNG WARFFORD

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The range of observer vertex grames out the Company's Glace A Common Shook on the New York Stock Shooks made the Company's Initial yablic offering of Olser A Common Shook on Osboban V. 1990 won!

Section 11, 2004 through Documber 37, 3486 - \$ 33.50 \$ 20.00

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THEM F. SELECTED CORROLLINATED FORAGOIRD DATA

|                                      | YEAR OFDED DECEMBER 31, |              |     |         |    |           |    |          |   |         |
|--------------------------------------|-------------------------|--------------|-----|---------|----|-----------|----|----------|---|---------|
|                                      |                         | 1996         |     | 2995    |    | 1994      |    | 1993     |   | 1992    |
|                                      |                         | 9014 (138) B |     |         |    |           |    |          |   |         |
| SNOWN STRUSSRYT DATA (11)            |                         |              |     |         |    |           |    |          |   |         |
| Erronden                             | 9                       | 2,622.9      | s   | 4.527.6 | 3  | 1,455.7   | 2  | 1,255.2  | 5 | 1.472.8 |
| Checuting Espanses                   |                         | 2.293.9      |     | 1.144.2 |    | 1,755.5   |    | 1,004.5  |   | 222.5   |
|                                      |                         |              |     |         |    |           |    |          |   |         |
| Spensing Income                      |                         | 320.8        |     | 380.4   |    | 230.2     |    | 262.7    |   | 544.3   |
| Other incine (Expense), het (2)      |                         | (20.2)       |     | (15.3)  |    | 126.23    |    | (84.7)   |   | (273.2) |
|                                      |                         |              |     |         |    |           |    |          |   |         |
| Locana Swiftner Lucono Tacas         |                         | 909 6        |     | 379.3   |    | 124.1     |    | 166.0    |   | 72.0    |
| Income States                        |                         |              |     | 211.2   |    |           |    | 65.0     |   |         |
|                                      |                         |              |     |         |    |           |    |          |   |         |
| Acore before Cumulacive Effect       |                         |              |     |         |    |           |    |          |   |         |
| of Accounting Courge                 |                         | 106.5        |     | 225.5   |    | 357.2     |    | 100.0    |   | 82.3    |
| Charletive SSEach of Accounting      |                         |              |     |         |    |           |    |          |   |         |
| 2640ge 123                           |                         |              |     |         |    |           |    |          |   | Li.C    |
|                                      |                         |              |     |         |    |           |    |          |   |         |
| Det Banings                          |                         | 186.€        |     | 225.9   |    | 237.2     |    | 200.0    |   |         |
|                                      | 33                      | ***          |     |         | -  | ********* | 22 | ***      |   |         |
| Rainings per oumnous share           | \$                      | 1.45         |     |         |    |           |    |          |   |         |
|                                      | 22.                     | //////       | 2.0 |         |    | ELLECT    | 22 | 3444444  |   |         |
| RAGARCE SHEET DAVA                   |                         |              |     |         |    |           |    |          |   |         |
| Consess Appeta                       | 8                       | 694.3        | 5   | 371.2   | ٥  | 304.3     | 8  | 107.2    | 3 | 41.1    |
| 'otal secoto                         |                         | 4,407.4      |     | 735.4   |    | 678.5     |    | 284.3    |   | 559.4   |
| Cuseumt Liubillissen (5)             |                         | 180.8        |     | 315.6   |    | 9.33.2    |    | 346.2    |   | 355.2   |
| Sobostion Payable to AMS             |                         | 117.3        |     |         |    |           |    |          |   |         |
| Stockholder a dec lavestment         |                         |              |     | 032.1   |    | 280.5     |    | 156.0    |   | 255.7   |
| Stooldeskine: Equity                 |                         | 469.4        |     |         |    |           |    |          |   |         |
| CTUCE DATA (A):                      |                         |              |     |         |    |           |    |          |   |         |
| Comparing Income as a Aspendage of   |                         |              |     |         |    |           |    |          |   |         |
| Americanus.                          |                         | 20.11        |     | 24.00   |    | 21.11     |    | 25.59    |   | 20.80   |
| VARISHTEND OF PAYMENTS from Goo-     |                         |              |     |         |    |           |    |          |   |         |
| uffilleren Contoness                 |                         | 69.27        |     | 55.25   |    | 58.2%     |    | 56.65    |   | 55.68   |
| Bonnavations Sector Uning SARSS      |                         | 540.2        |     | 333.4   |    | 233.2     |    | 276.2    |   | 555.5   |
| Cash Niews from Operating Activities | 5                       | 417.3        | ٤   | 335.3   | ģ  | 265.3     | \$ | 332.4    | ŧ | 358.1   |
| capara) soquandicupos                | 5                       | 185.7        | ٥   | 234.6   | 21 | 100.2     | ò  | 5.740.70 | ¢ | 225.8   |
|                                      |                         |              |     |         |    |           |    |          |   |         |

(1) The Company has significant transactions with ANA and everteen. The Note 4 to one Compositanted Telephonal Statements of the terms of many of the agreements with ANA and for affiliation over registed effective converge t, 1990 as a result of the place for the Sengenization.

(c) the operating results are are peers exact because 21, 1995 and 1992 resolute in years from 1998 and 1992 resolute in years from 1998 and 200 edition, respectively, accordant was a reservation system purpose and resolute out resolute. Integers we be believe shown as of becoming the resolution of resolute from 1998 and 1999 includes curved field plant in the locate of 39% and 1999 includes curved field plant in the locate of 39% and 39% and 1999 includes.

The difference commany 1, 1989, the displace elected 588 TOR. Tancourting for How declinease banding Occas Than beneficial, changing the messed of accounting for From benefits. The constants affect of adopting 38 100 and Sammary 1, 1989 and a database of 120 million, but of cases of 50% willion.

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Details 1006 the Company generated approximately 67.59 of the recent less electronic travel attribution recorded and approximately 2.38 of fix recorded retrievaled by controlling solution corrieval file following tables efforce ceramins by will lest on an geographic location was geograph of this service.

|                        | YEAR MILEGO DOCCODES SI, |          |        |  |  |
|------------------------|--------------------------|----------|--------|--|--|
|                        | 1995                     | 1990     | 2444   |  |  |
|                        |                          |          |        |  |  |
| Attiliacion            |                          |          |        |  |  |
| Graffilliaton Contonue | 59.26                    | 55.25    | 35.25  |  |  |
| Additioned Contoners   | 39.5                     | 33 - 8   | 41.3   |  |  |
|                        |                          |          |        |  |  |
| Vota1                  | 135.59                   | 100.03   | 100.08 |  |  |
|                        | 2222                     | 4.664.44 | ****   |  |  |
| Geographical           |                          |          |        |  |  |
| united States          | 82.57                    | 53.60    | 85.95  |  |  |
| Interpatronal          | 17.4                     | 36.4     | 25.5   |  |  |
|                        |                          |          |        |  |  |
| Potes1                 | 300.06                   | 200.0%   | 200.05 |  |  |
|                        | 22222                    | rence    | *****  |  |  |
|                        |                          |          |        |  |  |

Total versions have grown it a compound account growth years of 7.45 for 120 Phinappa 1394. Research from Affiliation continuous was a second of total recovered bare Socilated on the Research Socients where growth, recovering the continuous second account of the property of the recovery second account of the recovered from continuous growth case of 1.75 for 75 to 1.05 for 50 total second regions of 1.75 for 75 total second

to 1976.

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# SMASCRAFTS The Following reble rate forth generally financial data for the Company (in all Visions):

|  | Pirat gyanter | Decord Quarter | Third pusiter | Yonahh gusartez |
|--|---------------|----------------|---------------|-----------------|
|  |               |                |               |                 |
| 14.96                                      |               |                |               |                 |
| Sevennes                                   | 3427.8        | \$420.4        | 3407.4        | \$270.0         |
| Openationing minore                        | 1.6.6         | 22.0           | 87.7          | 41.3            |
| bot magnings                               | 740,0         | 49.1           | 45.2          | 12.4            |
| Operating install us a personal of acvenue | 27.64         | 20.00          | 21.63         | 11.00           |
| Recentations tracked using SASKS           | 6.1%          | 89.3           | 99.3          | 77.0            |
| 204  |               |                |               |                 |
| REVEGGG                                    | \$334.6       | \$300.0        | \$050.5       | Sabb. s         |
| Sparating income                           | 112.1         | 101.4          | 108.2         | 52.9            |
| Not savuiore                               | éé. ?         | 60.7           | 66.3          | 32.9            |
| Operating income en a persent of recenses  | 30.28         | 26.35          | 27.35         | 16.35           |
| Posarry ince booked using SARKS            | 96.0          | 63.7           | 81.6          | 72.3            |

The based incompy is excused in names. Socially, each this broking feed charged for the case of ADAM, becomes equaliticating water year in the founds question, principle for becomes, the co-colly brokings by contensor for those, during the himsely contensor and the size of the himsely content and desire in bestween investigating the himsely content.

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The Company has extended form a the Section Agraement with ANN dated as it buy 1, 1000 the "New Courses Agraement", which is associately selection from these can Company's president extrangements with ANN 80m bits 1 to the Compositable of Dimensial Systemistics.

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INSTANCED TRANSCOOK SCATTORS. Because it is information technology order inm for the year model Accessed 10, Jose Generaced approximately C utilities, is a compared to the year model September 14, 130, Jose Sang William to \$250 mm Alvara, September 14, 130, Jose Sang William to \$250 mm Alvara, September 14, 130, Jose Sang William to \$250 mm Alvara, September 14, 130, Jose Sang William (Associated Processed September 17) Filliam (Associated Processed September 17) Filliam (Associated Processed September 17) Filliam (Associated Processed September 18) Filliam (Associated Processed Septembe

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Note of services for inhometric transitiony colorates increased approximately (12 difficulties, 37%) from 55% willing to 2759 district. Fift concerns were colorately attributed to so increase an observed and bookits and the Absolute approximately distributed to so increases an observed and social colorated and concerns asking and the Absolute and described to see an attributed of approximately asking and approximate the approximately 35% and into for 1335, the Sentence is depreciated asking about a proximate and approximate according to the approximately asking asking for 135% and approximate and approximately asking aski

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notatival IMANNO. Openating income decreased but willing, IA.35, from EVEL dillion to EVEL cillion. Operating excepts decreased from IX.35 in 1886 to 20.25 on 1886 to 10.25 on 1886 to 20.26 on 1886 to 10.25 on 1886 to 1886 to 10.25 on 1886 to 1

OPPRETED INCOME. Extended incomes anomalized of mobiling due to higher balances unintelied in the Company's chort-term investment accounts.

INCOMENT SERVICES. Interest wappened increased COI offline principly due to interest supporte interest to case Debontum set detroid behave a result to describe it and to describe it and the set of t

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IDICAN VAXOS. The province has not income tower with million and with million .0 1906 and 1993, respectively. See Note 5 to the Communicated Financial Decements for will local rationalist regarding taxes.

MET CARAISES. Set expelling decreased Sir million, 17.44. Free 2226 million to \$187 willion, promotive due to the demosage to operating thoose.

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SELECTION AND AMISSISSIMPLY EXPENSES, Selling, guarast and advanced to the control of the contro

002991300 NOSMC. Operating annual terroged R01 million. 3.09, From \$000 udilion to 8999 willion. Operating samples soom 84 0% for both 3009 and 1934 due to remember and expenses indrewsing at obstantially the came rate.

processo electeds. Enterior expense ordered approximately (12 million due to a referrible to account payable to attainable.

GHBS NAMESSES. Other expanses decreased 55 multium due to a radiocrim, le the losses aren joing ventures in which the Company over an Interest supported for order the arrive vertex.

DATA CHARGE. Who provides for shooms become an STAA receiver, and STAA meeter. In 2005 and 2009, sempressively. See Note 6 to one forwardened Simunolad Statements for reddingers information or yearling traces.

DBY REMOVEMER. Our cornings increased \$75 mailion, 14.6%, from \$149 million to 5226 million, primarily due to the increase in operating increas.

LICOUDITY AND CAPPEAU PERCORDS

De Company sed supplicable Lagridicy at December 11, 1316, with approximately 430 million to receive and making intermed and stort term international and 650 million in working appeal. At Proceeding 31, 150, cach and each emitwatence and morning sented were 500 million and 650 millions are supportantly. Defect to 649, 2, 100, that Company's cours and each emissionary were basis for the Company by sentions. Oath and make employee the annual control of the Company by sentions. Oath and make employee the annual control of the Company by sentions. Oath and make employee the make control of the Company by sentions for the Company by sentions for the Company by sentions for the Company by the Company of the

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transferred to the Company are decimined in the electrical increments of the Conjuny, this transmittion resulted his a reducedan of stockholders opinty.

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The Company currently intends to remain the carriags in finance fators growth and, showerfore, once any multiplate paying any cain diffaminis in its execute ment is the forcessouble forms, any differentiate to the the payment of principlates will depend again the forms in social of personance copied with the payment of principlates and the payment of the forces which is not considered to the force of the company may considered the force of the force of the force of the company in a considered on contractions are not considered in the force of the force of the company in additional consideration of the force of the company in additional consideration.

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companying processor. The Company is related to the configuration of th

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The gro Corpe abbeatant of income data social we rear in computation with the Committation of the Committation of the Committation of the Company Income abbaseous materials. Are former adjustment in united the Import of the efficiency agreements and the London adjustment in united the Import of the efficiency agreements and the London adjustment above adjustment and accordance and the Committation of the Committation of the Committee and th

|   | Year Bried December 33, |            |  |
|---|-------------------------|------------|--|
|   |                         |            |  |
|   | 1335                    |            |  |
|   |                         |            |  |
| Seventes                                |                         |            |  |
| Sheetamile brecel distribution          | 5 1,401,701             | \$ 955.057 |  |
| Infraration technology solutions        | 934,098                 | 4707 (240) |  |
|   |                         |            |  |
| Pahad revenues                          | 1,435,869               | 1,088,349  |  |
| Operating expenses                      |                         |            |  |
| doct of revenues                        |                         |            |  |
| Slectronic travel distribution          | 761,536                 | 688,250    |  |
| information tachnology colutions        | 382,387                 | 464, 284   |  |
| Stilling, governt and administrative    | 242,620                 | 126,616    |  |
|   |                         |            |  |
| Votal operating expenses                | 1,988,641               | 1,358,748  |  |
|   |                         |            |  |
| Operating instals                       | \$55,556                | 284,598    |  |
| Other income (unpused)                  |                         |            |  |
| Esterost rommax                         | 23,389                  | 7,325      |  |
| Interest expense                        | (25,197)                | (23,285)   |  |
| Other, pet                              | (0,006)                 | (11,604)   |  |
| Acous before provision for income teams | 301,631                 | 256,729    |  |
| brovision for income texts              | 120,000                 | 366,620    |  |
|   |                         |            |  |
| bet sarnings                            | 3 287,607               |            |  |
|   |                         |            |  |
| Kennings per commune chare              | 3                       | \$ 1.25    |  |
|   |                         |            |  |
|   |                         |            |  |

EMCTIANALY MARKON DISTRIBUTES, Electronic traval discriberior pro force revisions for the year contains the year contains and the plan increased approximately cite uniting, i.e., compared to the year wade breakful it, 1200, force New Medicine to 21,700 initians, the increase was gridwrity man by stocked in account these force encounted that the 22,700 initians, the increase was privately in the College New Stocked in account that it is considered to the College New Stocked College New Stocked College New Stocked New Stocked College New Stoc

We force not of reverses for electronic travel distributor. Accounting application of your electronic travel distributor. Accounting the property of the property of the property of the self-like and the property of the self-like and the self-

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separations of the cost of annexes for information functioning assistant increasing approximately 22 maintains. 1.20, from 50% million to 300% million. Disc not seen to separate the cost of the cost

SHIRLER, REASON, WES DEMONSTRATION HEREOGRES, For from swilling, general and which creates appeared increased too willier, 16.3%, from fill million to seek mission generally the to an insecase in colories and bandise and logal and professional feet.

FORMATION (ADDM) For from agreeting former transacted 140 million, 14.39, from 6094 million to (225 million), decreasing majores sucrossed from 3.5 sector 40.25 does not the intercolog fig pay final, excesses of 10.44, sailed gro bottom operating extrement farmaged 3.49.

Percept INCOME. Our ferre interest income incomend is willier due to higher because maintained in one Company's short-term investment, accounts.

CHES EXPERSES, but found other expendent decreased in militar due to induction in the losses them joint rectures in switch the Company our interest secreted for index the equity method.

100000 90000. The pro-form province, for income macen use \$100 million and \$100 million for \$100 and \$180, imagenetically. The increase is the province for accordance maceograph of will the uncourse in me. Journal before the gravition for five income taxas.

NEW EARCHINGS. Dro forms not caraings increased \$31 million, 10.80, from \$187 minion to \$188 million due to the increase in operating increas.

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| T.A.   |           |            |     |                |      |
|--------|-----------|------------|-----|----------------|------|
| Ten s. | 200900380 | SPACESCRIP | 220 | 309995MR972487 | DATE |

|   | 2566 |
|---|------|
| Report of Independent Additors                  | 3.6  |
| Consolidated Dalanes Shocks                     | 22   |
| Communicated Storomonths of Income              | 22   |
| connectance discommunity of Cash close          | 41   |
| Consolidated Statement of Stockholiders' Equity | 24   |
| Moreo co Consoliciated Cinaccial Statements     | 5%   |
|   |      |

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SPRING OF CREET S YOURS WAS COCCUTED ON DECISE

The Sugart of directors and Stockholders the Sabbu Group Holdings, inc.

We then weblied the temperature continues to these chants of the shall being Hilbings, loc. and whatlery as of bestelmin 12, 100 and 190, and the related association as continues the related association association demonstrated the continues of the same continues of the same continues of the same continues of the continues of t

as a conducted our answer to constrain a not, questedly among the soliting character, force obtained to a new yellow and particle the answer of constraints and a soliting character. As constraints are sold abstract for character deviations are tests of several monotonesses, as exist bringing consisting on a seed body, another segmentarly as whose and obtained as the international section. Also included assessing the occountry throughest and and significant whose and obtained as the internation of the answer as well as a solition of the internation of the answer as the constraints are soliting as a solition of the constraints of the constraints. We believe that we write the constraints of the constraints of the constraints of the constraints of the constraints.

Not man specials:

In our opinion, the constituted fractional statements referred to above persons (oblig, in all natural) corporate, the constitution fraction of the Search Group (obliges, inc. one mid-fully) at Economic V. Fit and Italy, and its constitution around the confidence of the form of the confidence in the person of the persons of the confidence of the confi

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2611ac, 18189 January 13, 1997

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THE SATER GROUP GOLDINGS, INC. CONSOLIDATION BALANCE SUZEES (IS INDUSANUE)

ASSESS

|  | 00000089 30.,<br>1005 | 1923       |
|--|-----------------------|------------|
|  |                       | 1923       |
|  |                       |            |
| CORREGO ASSECS   |                       |            |
| Crish and own equivalents  | \$ 14,002             | \$ 34.86k  |
| Short-term investments Accounts usonivelds, ret  | 426,646<br>887,636    | 138,595    |
| Prenard extenses   | 13,636                | 7,955      |
| Secoried incres taxee  | 93,345                |            |
| Version Filmer Cards   | 22,2411               | 01,000     |
| TOTAL CHARRON ASSETS   | 694.328               | 271,223    |
| SEVERBOAN THE BÖLLEMGAA  |                       |            |
| Smulltings and loosebook unergreeness  | 104.093               | 3.8 , 450  |
| Suzzditure, filerares and equipment  | 21,000                | 6.049      |
| Service continue equipment   | 545.102               |            |
| Computes equipment   | 355,875               | 422,559    |
|  | 1,229,319             | 270,257    |
| coco accommismad desecciptico con assertinatico  | (601,600)             |            |
| '  |                       |            |
| TOTAL PROPERTY AND EQUIPMENT   | 392,714               | 560,718    |
| OTHER ASSECTS  | 32,641                | 97.465     |
|  |                       |            |
| 15134 ASSES  | 3 2 389 489           | 2 723,405  |
| 11 11 11 11 11 11 11 11 11 11 11 11 11   |                       | *********  |
| TIMESTILLES VOT RESCHANDESS SOUTH  |                       |            |
| CUSSRAY LINGGLATIZE  |                       |            |
| Accounts payable   | \$ \$6,622            | \$ 54.716  |
| account companion and related benefits   | 22.547                | 54, 186    |
| Other necessed liabilities   | 110,391               | 74.9 C. (X |
| Payohla to sifiliated  | 37.397                | 54,193     |
| 100 at 100 and 100 and 100 and 100 at | 239,507               |            |
| 10.30 (00000) CENCEDITIO   | 239,527               | 220,333    |
| DEPONED ISCOUS TAXES   | 43,000                | 30,040     |
| CHARL ADSERTED SERVICE RIGHT REAL COST   | 33.070                | 37,960     |
| OTHER MERCHAPITE   | 16,200                | y. 18±     |
| DEDIN YOR FARACLE TO AME   | 917.673               |            |
| COMMITMENTS AND CONTINUENCES   |                       |            |
| \$1000000000083 - 3000202  |                       |            |
| Areferred stucks \$.01 per value; 10,000 coeses  |                       |            |
| authorizado no sharee istuad   |                       |            |
| thracen ebook  |                       |            |
| Claus 4: 0:00 par value: 200,000 shares authorized;  |                       |            |
| 25.5% cheres assued and occatanding  | 234                   |            |
| Class d: 2.C1 po: Maine; 107,174 chores authorized;<br>107,:74 charge impact and outcomming  | 1.024                 |            |
| Adortronal tain in control   | 581.695               | - ::       |
| Potagnai deficit   | (21.552)              |            |
| Dooglaholase's test investment   | 10.1                  | 632 137    |
|  |                       |            |
| 4000L Wednessanser Egenty  | 559,611               | 432,139    |
|  |                       |            |
| THE CONTRACTOR AND STRUCTURES OF SERVICE   | 5 1,207,003           | 5 724,406  |
| CORRESPONDENTES SON CONTINUEDOS SIGNAS   | 5 1.287,163           | 5 729.456  |
|  |                       |            |

Sax tures to the consolidated financial statements.

۵.

THE SECTION OSCILLATION OF LECTURE (25 THROUGH CANDIDATED STATEMENTS OF LECTURE (25 THROUGH CANDIDATE). COLORS SEE SHEEF MODERS)

|  | YEAR KRUZE DECEMBER 31, |              |             |
|--|-------------------------|--------------|-------------|
|  | 1995                    |              | T495        |
|  |                         |              |             |
| 20790988                                 |                         |              |             |
| Mastronia recent distratorion            | 8 1,001,701             | \$ 1,006,406 | 6 995,309   |
| Information technology solutions         | 824, 196                | 322,690      | 500,771     |
|  |                         |              |             |
| Total resented                           | 1,631,987               | 1,503,635    | 1,466,670   |
| Courst Inc. cupmants                     |                         |              |             |
| Over of revenues                         |                         |              |             |
| Electronic travel distribution           | 763,262                 | 655,373      | 553,547     |
| inforestics technology solutions         | 988,352                 | 374,463      | 350,565     |
| SNIANG, GONEZEL AND MANUASTRACTO         | 444,073                 | 33.5 , 76%   | 111,974     |
| Total operating expenses                 | 1.294 166               | 1,249,398    | 1.036.328   |
|  |                         |              |             |
| Querating income                         | 355,465                 | 300,454      | 360,163     |
| Other Sucono (experie)                   |                         |              |             |
| futerect larosa                          | 13,292                  |              |             |
| Abbabest expense                         | (27,402)                | 16,060.      | (0.5, 692)  |
| Other, ner                               | (6.020)                 | (11.614)     | 117,190     |
|  |                         |              |             |
| Todose before providios for income taxes | 396,966                 | 373,678      | 324,080     |
| Provision for income cases               | 223,252                 | 244,334      | 126,800     |
|  |                         |              |             |
| Not bearings                             |                         | 8 225,851    |             |
|  | FFFFFFFFFF              | ********     | 33333311111 |
| rornings per occord chars date           |                         |              |             |
| Pre forth carriage per contest saure     |                         | Q 1.7s       |             |
|  |                         | 02222223333  |             |
| Carnlogs per common chare                | \$ 1.45                 |              |             |
| double and property sprivations abores   |                         |              |             |
| wood in put these gulculations           | 120,758                 | 140,604      |             |
|  |                         | *********    |             |
|  |                         |              |             |

Oss werea to the assessidated framework statements.

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## THE SAPPE RESIDE HOUSESER, 1901 CONSOLISATED STRINGENTS OF CASE FLORE (IE 1800SANDS)

YEAR TAISTE DROWNERS 31. NAC 2295 1220 once the anti-metho bot controls adjustments in accountle anti-making, we east provided by installing additional becomed and will worst test in the control of the control of the design of the control of the control of the design of the control of 0 285,594 8 225,852 oper magnet in operating source user limitation formatte receivable to tapade appearance of tapade appearance and talance benefits amounted forageness and talance benefits amounted for talance appearance of talance appearance appea (138,466) 4,700 (2,889) 4,320 Cash provided by operating socioities 427,325 266,254 (283,923) (423,943) 23,681 94,682 (164,380) 11.68 - 875 -(554, 195, Cash used for invasting activities (278, 8/6) (derieue) PINCOLINA ACTIVITIES
Code advenues from tito affiliation
Conditionation from adultations
adjust benefits from adultations
adjust benefits for activities of adultation
Proceeds from accounties of adoles, showe
Proceeds from accounties of adoles, showe
Proceeds and Debenders payable to NAMA. (352,207) 682,085 216 (832,127)

(168,005) 462,006

\$ ...

0 23,324

282,646

See takes to the consolidated Impagnial statements.

Cash provided by (most fout fluencing activities

Increase (decrease) in cash and cach equivalents Cook and mash equivalents at beginning of the paried

Oracle and manh aquivalents of and of the paried Supplemental cash five inforestive: The purcease to affiliates for increa taxes. Cash payments so attiliates for laterest

#### SEMESTAL DEPOSITATION

Demonstration of the state of the foliation company. For some manner orbital any is the 2020 drugs, itse, is a bolding company. For some manner or before the state of the sta

de culy to the second of the conference of the second of t

La organistica, which the Americanstellor on shift is, 1976, the Congrey showed 1,000 showers of common amon't, you waite 0.00 per nivers, to American which contains a shower of the Congrey organises and the Congrey of the Congrey organises and the Congrey of t

Concentrantly with the Offseing, the "000 chains of Concentrated hard by 400 worst restaurated for 100,004,00, shared of Class & Gorrer Stock of the Coupling. Son Note 6.

## SUMMERT OF STORY STORYS ACCOUNTING SOURCES

NAMED TO COCCUPATION - The correctionant financial statements have been prepared voing Addic Statements used in the session and liabilization of the December 1999 and the statement of the control of the company and statement of the control of the

CONSTITUTED 2. 21 agraficant secreta and invariantian enough this connotities union the secretary and the secretary and the secretary persons to periods prior to the secretarization, the spelly accounts of the profits of foreign and any accounts of the profits of foreign accounts of the profits of foreign accounts of the profits of the secretary and the secretary accounts of the profits of the secretary accounts of the secretary a

Dates and Date Spinishadom - vitor to the hampenitarities, the Company's contact and man equivalent mass well for the Company of Special Man Code and man equivalent mass well for the Company of Special Man Code and man Approx arise over Immediately unusued or certainty to the Company mon. recording contain transmission, Special Spinishadom of Spinishadom with Spinishadom for a citable booking freed on processor of sponds and instruction. Code approximately action for the Code approximately spinishadom of the Code approximately spinishadom spinishadom spinishadom of Code and Code approximately spinishadom spinishadom spinishadom spinishadom spinishadom spinishadom contract from Manalessa Spinishadom spinishadom company Spinishadom spinishado

THE SAPPE OFFICE HOUSENESS, 100% CONSCIEDANCE STATEMENT IN SYCHOLOGICA NOTICE (CO. HOUSENER)

|   | \$1085<br>245 | ook        | Chas<br>Comm<br>Sto | on<br>ok | Additrocok<br>Paid-in<br>Copical | Reseined<br>Octicit | Shookkelder's<br>Net<br>Leventeent | Tota    |
|---|---------------|------------|---------------------|----------|----------------------------------|---------------------|------------------------------------|---------|
|   |               |            |                     |          |                                  |                     |                                    |         |
|   |               | Ancoration |                     | Account  |                                  |                     |                                    |         |
|   |               |            |                     |          |                                  |                     |                                    |         |
| Schoole at Survey 1, 1994                   |               | ÷          |                     | 8        | 8                                | \$                  | \$ 157.255                         | \$ 150, |
| discribitions to affiliates                 |               |            |                     |          |                                  |                     | (63,683)                           | 066.    |
| Wer corpions                                |               |            |                     |          |                                  |                     | 197,171                            | 1.65    |
|   |               |            |                     |          |                                  |                     |                                    |         |
| EACHDE Uncomber St. 1884                    |               |            |                     |          |                                  |                     | 289.464                            | 233.    |
| Constitutions from affiliates               |               |            |                     |          |                                  |                     | 319.329                            | 220.    |
| Distributions to affoliates                 |               |            |                     |          |                                  |                     | (393.507)                          | (222)   |
| Set saminer                                 |               |            |                     |          |                                  |                     | 225,551                            | 225.    |
| *   |               |            |                     |          |                                  |                     |                                    |         |
| Goldberk at Decouber 31, 1985               |               |            |                     |          |                                  |                     | 432,237                            | 4141    |
| Bod carmings prior to the Recognitivation   |               |            |                     |          |                                  |                     | 110,050                            | 119,    |
| Capitalization of the Company in connection |               |            |                     |          |                                  |                     |                                    |         |
| with the Repusanization                     |               |            |                     |          |                                  |                     |                                    |         |
| Realeasifications of ecodifications a res   |               |            |                     |          |                                  |                     |                                    |         |
| inverties                                   |               |            |                     |          |                                  | 001,187             | (851.197)                          |         |
| Assumer of Debentury psychle to ANR         |               |            |                     |          |                                  | (850,000)           |                                    | (332,   |
| Yeansfer of fines assets                    |               |            |                     |          |                                  | 189.861             |                                    | 4.50,   |
| Other                                       |               |            |                     |          |                                  | 16.254              |                                    | €ē,     |
| laguages of 23,220 abares of fixee 4        |               |            |                     |          |                                  |                     |                                    |         |
| Common Stock in initial policie offeriar    | 25,280        | 232        |                     |          | 566,657                          |                     |                                    | 549,    |
| Ruelpensfinstion of dearen of someon week   |               |            |                     |          |                                  |                     |                                    |         |
| held by ANA into 107,276 phases Class 2     |               |            |                     |          |                                  |                     |                                    |         |
| durese Stock                                |               |            | 100,354             | 1.074    | 12,074)                          |                     |                                    |         |
| Issuence of Class & Common Stock pursuant   |               |            |                     |          |                                  |                     |                                    |         |
| to seech option and tesevicead stack        |               |            |                     |          |                                  |                     |                                    |         |
| amountive plane                             | 266           | 2          |                     |          | 2,132                            |                     |                                    | -1,     |
| Net samings cobsequent to the Recognization |               |            |                     |          |                                  | 54.524              |                                    | 62.5    |
| Darestanel quic on Investments              |               |            |                     |          |                                  | 3.8                 |                                    |         |
|   |               |            |                     |          |                                  |                     |                                    |         |
| scloses an December 11, 1998                | 61,496        | \$239      | 159,526             | 01,074   | 8 584, 995                       | 3 (23,550)          | \$                                 | \$ 555. |
|   | ******        | ****       |                     | *****    | ********                         | errerena.           | ********                           | 022222  |

wee motes to the composidated (humbers) statements.

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26
1500 SACRE GROUP HARDOWS, IGC.
EMBEG TO DESCRIPTIONED CENABOLIAL PROPRIESON (CONCLIDED)

DESECTIONED AND DECREASEMENT . The Company  $\alpha$  depreciation and assortication policies are as follows:

Otoporty and Nytapenne; fulldings Source contraint squipment Cappains applyant, surricents and families binoscall Separaments binoscall Separaments binissed voltage 30 years 3 to 3 years 3 to 1 years 5 to 1 years Lamana of locae hase as social like 3 to 4 years Other Assets. Internally developed nofises:

property and equipment are chance at most less accommissed depreciation and worstearing, such as residuates on the straight limb hasts. Service measures operation towers of decisions provided prizability in waterstaces as Moder. Opposition and property and mystypox tectules approximately 1217 williams of the William of property and mystypox tectules approximately 1217 williams of the William of the Williams of the

7 to a years

the general indicated operation and an order order or the one cert teaming of the control of the

manufactured contract tracks, the foot of processors contract the contract of the contract of

treatments are restricted to concease in the world earned to able and the things of the properties of the control of the contr

DOTABLE MORES - The adminisher comprising the Company one Lectures, it was remodifished Emberdal Income that recurs of 2001, Satur to Poly 1, 1994, under the betain of a Leu Cherlong speakement, the Company year Alma an anomal regula to the remone has depresent maliculated as if the Chapters and filled important access that solutions.

The Chippen and should.

The Chippen and AS sharped late a new year charging agrammant ellection (mig. ), 1990. (Dee Than Sharpen approximately, which unresident for the ellection of than limit the major performs the relenganger to shoulded as come has blanched and the plant of the perform the relenganger to the limit of the late and has sharped and the performance of the performance of the late and the l

Brough for curtule Irons openified to the two two Strains Agraement, ASS generally institute any perhatrial two levelit camping-world, and remains acclaiment to pay will cases instabiliate on periods below decoporation in the two decoporations on the district and the second periods and the company northwall include department of a large disputes with tax Australiates.

The Chaysany competes its provision for Defended Income taxes using the landing exceeded as in its wave a companion temporary into the association of the association

subdicion Arb Disarration Collo. All souss in the notions development process which are classified as remarked and benefit peach course which have been been exactly as experienced to interview out of controllers (excluding the superior development of the controllers (excluding the beat setablished, not becomed open at least soliding has been setablished, not not more controllers to work for exercise.

ODESCIONATION OF CHEST FIRST "We incommon operatories are concluded by prices 12 in the Oblice Distance, business and case occasions and are concentrated a feet travery intervence, approximately (4), (4) to 00 350 of concentrated a feet travery intervences in 2000, 100, and 1399, 2 respectively, when a feet the object of t

322 Of SSINOUS - The preparation of cases Homerian excessed in conformity with quescally accepted economicing pransquare regulates that excepts occurring his economic branch on socious and managerize code by nanoperous. Account assults could matter than 2200 sections and economics.

STRIN AGENTS AGO 0031008 - TPK Cooppay annihilate for stood awards will options (localizing awards of add coops and more options) and amountained options (localizing awards of add coops and more options). The coops are options as the coops are options are options as the coops are options are options as the coops are options are options as the coops are options as the coops are options as the coops are options are options as the coops are options are options.

MANITORS FOR CHARGE SHARE - The gree forms ascringe per chara data in the control of the civil state of these of the civil state of these of Common state income ceres in Common state can be cered in Common state can be cered in Common state of the ceres in Common state of the state of the ceres in Common state of the state of the ceres in Common state of the state of the ceres in Common sta

20 1300 SACOR GROUP HERDOOM, ICC. NUMBER OF THE PROPERTIES OF THE PROPERTY (CONTRIBUTED)

Safarmakin coopedagy brithopics, and an annual cas Company would be hearing a Closeling table who, allied the abheating due begreated 19, 2004 with a grianappi would at 200 and little (the "behaviors") and hearing those representing 100% of the synthy ownership inflament or the "begans, tooks coopedagenity payable a position of also not explain to size of the behaviors. Annual time position and twentition of the Anvictions and solutional and the securious Canada and the coopedage as included in the solution of the securious Canada and Safara and Canada as included in the tenthed in a radiation of solution lands of the securious and the tenthed in a radiation of solution lands.

the thappeny doed approximately \$130 ellies of the det proceeds free the Stranging to repay a position of the Debenhams held by MM.

The Interest war and the Interestant IV Junes on the saw of the toxics (economic tributed one future have into a corpin detection for the interestant one of the same interestant one of the same interestant on the same interestant on the same interestant of payable each supervised in order but the same interestant of payable each of the same interestant of the same

PROPERTY AND MANIFEMENT - On ANY 3, 1300 Assertions contributed braidings, formeran and director in addition to been divined since to the Company and a original core of approximately 2200 offices and a mer book value of the restlement.

STOLLARZ ARTHMENTS - In connection with the Deorganization, the Poepagy has anthreed (non-non-twin appropriate with the and the affiliation (for "Assillated Appropriate"), which are discussed color

"NAMELIAND Expension by the are discussed onlow. The Chapter is query to the procedure of productions absorbed and the Chapter is the Chapter in the Chapter

The thebandary mentions agreement provides for annuar price educations where the second price education is a second price education to the second price education of forwalts which measuring in 1996, we have every two years and which may take lacor annuar to mention for extend recording priced by charm and which may take lacor annuar to mention for extend recording priced by charm ampunities. For tending taken only reliant, we increase of the practical price only reliant, we increase of the practical prices.

According to the properties of the Pennschop Services appeared. The Despoy will a continue to be the services growther at All defendence to the the services provides of All defendence to the the continue to the termination personal services by the continue to the continue to the recommentation of the theoretical personal personal. Any two informations the third process are supported by associates, including once has sufficiently continues continues required by association into the concentrate protection configuration of the services and the services are provided by association to all the services in configuration of the services are also that the process of the continues of the services are the continues of the services and the services are the services are the services and the services are the services and the services are the

Stor (017), 9100, Scritco may hartance too locationary Services Aparentee be consensation. 12 is now so, american visit to explice the pay a retrievable for each to the own of six vertical tent under the first and the service of the control of the service of the control of the service of the control of the service dependent of the service dependent of the service dependent and th

THE SACRE GROUP FOLD COS. THE.
ANALY TO COMPOSEDATED TENESCENE DEPOSEMENTS (COMPOSED)

contribuding two cetter years, adjusted for the entgeted arrange additional chains of Claus 2 Common street interest entergues to the Otherson Claus 2. Linking Superior of common systematic contributions consisted for contribution arranged product the topic-force Incoming Plan In our object force to personal produced to the personal produced for the personal personal produced.

S. SEORT COM LEVERYMENCS

At Neverber 21, 1598, short-nero investments consisted at the Microsofte)-

| Drennight investment and time deposits | 5 44,444  |
|--|-----------|
| Drugorate notes                        | 266,546   |
| douggages                              | 786,66    |
| J. S. Processzen                       | 25,134    |
|  |           |
|  | \$426,065 |

The following table numerouses short term investments by contractival cardity at bounder 21, 2955, in (accepted):

\$156,646

vivit corm immediates, oil of short are electrical as well-ble for calls to succedance with Associate of Diamonia, according Standards (DEE) en. 15. "According for diatal of Debt and Spirity Securities", as various en fair value book or makes, spirice. Their ever us electrical information according to the standard of the standards distributed has various to Associate in 1945, Debt communities galaxy and Johanna, not of Deformations used according to the standards and the standards produce on Johanna, set of Deformations, use of Technologies, as the standards distributed to conditions of particular distributes of the standards of the standards of the successor of the standards of the successor of the successor.

4. DECURIO PELATEL MARGE TRADSPORTIONA

SUSCITECTIONS TO AND CONTROLLEDGES THAT ANY CLAIMS. Contain of the SARRS Single markines from which the Company was instead distributes, an use in capacity of Coldision of American, 1994 and 1994. The American, Alexander of Coldision of o

Le conjunction sais une depinel datastra discoursed above, wousse perable to able or approximately des william was converted to intercompany order above to the conformation of the control of the conformation of the conformatio

LETOPEST TO TRANS CONTINUENTS - befor to the Recognitivation, Accelerated Control of Interest through or opposes introduced by the test believe of communications and the population to all the less always as the country of Sections' professions and the population to accelerate recognitions. The allocation says in the angerestations of wheat the Company would have sensing or paid if the cost work body and smaller, does always the description of a series less than a section of the communication of the communica

DENOMINE FACES TO ARE - On Daily 2, 1994, is nonnection with this Recognitionalism, exercises transferred to the Company vertical distains and echnicisms of exercise through shiel 682 proviously conducted its

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THE SACRE GROUP FORCEOUS, INC.
NORMS NO CONCOUNTABLE CINARCERS DEADMENTS (CONCULPUED)

Pransportation consent has Acceled by Hermitis the Packaring Survived Agentan visitation and the Acceledation and Architecture and the Acceledation and Architecture and the Acceledation and Architecture and Acceledation and Architecture and Acceledation acceledating for whose alone 15% of the Appropriations force secretion, their societies and Architecture acceledation for the Appropriation Survived Control and Architecture and

The well-size, 20th and headler serie anterest into an appeared partners to short was set amounts supply to Coapstan various entries, introducing about a set amount of the partners of the series of

transfileration and implementation of mathem systems. See Nova 2, management of mathematical processing various appearance solved processing of mathematical processing various appearance of mathematical processing description approximation of mathematical processing description approximation and processing of mathematical processing description approximation and processing of mathematical process

New Transporter, Assister, Agreement, so of Caronity 5, 1986.

New Strate October Unit Societies — "The Chapter and American New Sporties for this Hardering Compression Agreement Stand on of only 3, 1996 Name Thisseeting Compression Agreement, parameter of edited American will promote another, my support for its sector for the England or addiction of the Modern and American Compression Compression of the Compression of the Compression Compression

Sallo to perform the deligations betweender, accelerant measuring offering the design of the Hardward Respective Assembly and the select in the sale of those Sale graduate, accelerant measurements of the sale of those Sale graduate, accelerant to select in the sale of those Sale graduate, development with the tropper of an annual material plant, or presented, of active press state control control and his exception of presentations of active pressure of the selection of the sele

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relating sciently to compute section by med execution. Takes the loss impossible statement, and can see that an execution characteristic statement and the section of the s

provided to a round' of a equation branch fracted by the Chapter.

DAMEL MARKHADER The Chaptery and American are purified to a faceof privilege, executed that it, 1.79 the Theory, Devideran as faceof privilege, executed the control of the Chaptery and Chaptery and

The integraty was described the wise portrion to a trajectory transfer approximate dates using 1, 1224 and nesting how 12, 1229 in the "Desgretter Liberal dates using 1, 1224 and nesting how the "thomasy reconstruction of portrion described to a present of the second of the second

The parties ugmost to apply the financial teams of the Travel Estationes Agreement and the Corporate Thavel Agreement as of Gammany 1, 1995.

The perfect square region for the collaboration of classical 1, 2005.

Accounts that the component tend accounts of classical 1, 2005.

ACCOUNTS AC

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risk, in [0] the cas of (i) the cost of which the Company model between bands from an independent party plus (ii) the source to the Adapta Associate page to heater under the tending of most case, the company between both the intercent under the tending of most and could, of those, be clashed, when the rate of the latter than the country by Associate world, of those, be clashed, when the rate of the latter than the control involved the control of the co

on American we of December 51, 1996. In the American Companies of the Comp

process stor hyperators - somewes from appreciate and other inhordereds of AME ware \$300 million. Sale million and \$880 million in 1006, 2009 and 1009, respectively.

1994, respectively.

Octoballo, Goldschort - Operating separates are charged to the Corpor by statistical and other dual-foliation or fills to success actual regulation behavior and foliation of the total control of the control of

| Ropkes | en naméiro           |  |
|--------|----------------------|--|
| Pagada | ties voutal          |  |
| Markat | ing osoperezion      |  |
| малада | nent services        |  |
| Other  | adadoustrative costs |  |
| frecel | Det VACHH            |  |

| 1001      |           | rec cu,   |
|-----------|-----------|-----------|
|           |           |           |
| 6590      | 250%      | 2004      |
|           |           |           |
|           |           |           |
| \$ 95,833 | \$ 68,713 | \$ 64,260 |
| 22,585    | 27.333    | 36,119    |
| 20,435    |           |           |
| 27,243    | 16.600    | 26, 133   |
| 21,401    | 534977    | 20,565    |
| 41,001    | 28.741    | 28,998    |
|           |           |           |
| \$191,107 | \$255,794 | \$120,000 |
| ******    | 4444444   | *****     |
|           |           |           |

Year endai Dacember 33.

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з. вимличен сенертр этомя

The Company and with more maximal finite an appearant value permits the employees of the Company to continue to participate in normals booseful place and programs operated by ADM sucil the Company vaccualities aspective place and programs for its amployees.

place and programs for the ampleyment. The Mandatevially all majoranes of the Tempory are cligible to participate in Mandatevially all majoranes of the Tempory are cligible to participate in Mandatevially and programs give programs benefice for portingating the Mandatevial temporary and the Control temp

No corport where of AMP is to spoulded the portion of the Deficed benefit pending plan approximate to the inspect, employees to a new pending plan to spourced by the Chapter of 1997. As the date of the spourced by the Chapter of 1997, the two Chapter of the Cha

militars of December 31, 1440, will be changed be encoded forms empire, met al desirated income hases of approximately plan infilium.

Effective landaugy 1, 1239, the Change established the SADEE Group and Landaugy 1, 1239, the Change established the SADEE Group and Landaugy 1, 1240, encoderated the participation of the participation of the SADEE Group and Landaugy 2, 1441, encoderated the participation of the SADEE Group and Landaugy 2, 1441, encoderated the participation of the SADEE GROUP and Landaugy 2, 1441, encoderated the participation of the SADEE GROUP and Landaugy 2, 1441, encoderated the participation of participation in American Landaugue Landaugue December 1, 1444, encoderated the encoderate Change Content of the Company of the Company participation of participating in attention the SADEE Change of the Company makes accordant for the Content of the Company of the Company makes accordant for the Content of the Company of the

constructions.

Le addition to producing possion essentials, Assained generates established the continuous produces as a second continuous and ties quarrance howevers to return employees. The amount of wealth care bearings to Editoria his district measurement we writingly at the for join. Observationally, but employees of the doughang cap become elliptic too these secondition of the washed produced above continuous elliptic to these secondition. Contain employee groups abbe established measurements described an experience of the contained and produced the contained and the contained and the contained and the contained and co

Streams to the Tracel Brilleges Agreement, the Company to employee providers to produce correct broad for cortain influence. To pay for the provider Lings principles to ential of the titute welled employees, the Comman

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24 1992 SACOR GROUP HELDGOM, ICC. INVEST OF POSSOCILIANCE PLEAFORN PROVINGENTS (CONTEDUED)

will take a lamp can appear the beginning on NAV for each employer exciting La back them. The periodic has recticed with he would not the mobber of years of enters to the late the temporary periodic pe 5., 1995.

|   | 1946     | 1225     |
|---|----------|----------|
| service curv - beastite estated during the period                       | \$ 4,295 | \$ 2,620 |
| Interest case on accommulated order postrativescent banefit ablagation. | C,043    | 3.420    |
| Return to, wedeld   | (239)    | 1601     |
| Dut mornism and deferred.   | (70)     | 100      |
|   |          |          |
| West other postusticeseest beautiful tools                              | 5 9,783  | \$ 4,580 |

The following table sugmercized the furfed vocate of the piece reconciled to the secreted per rediscount forests. Underlikes recognized to the accompanying balance whose (in these saids).

|  | Detrether 21, |              |
|--|---------------|--------------|
|  | 1998          | 1882         |
| Solly slighte accide passicipants                                | S (4,080)     | \$ 45,210,   |
| Other antive terriciposts  | (37.601)      | 54,380       |
| Accountation other progratizament benefit oldigation             |               | .41,5665     |
| Plan accets at fair value  | 9,440         | 3,655        |
| Assuredated other postretization banefut caligation on excess of |               |              |
| pass scoto   | 138,111       | 137, 3101    |
| Uniscognized not (genn)/lose                                     | (10, 100)     | 1,000        |
| Maistrognized grior asivits benefit                              | (1,730)       | 71, 730,     |
| Account other pocurationant menufic cost                         | 8 (40,070)    | \$ .35, 4601 |
|  |               |              |

ciem pagents organist orimority of shared of a normal fund managed by AMR for the postporizations, health care and rife locurance behality.

On 1000 and 1000 foliase proteoplishments health once benefit could once attached accussing per motifie once of convect ordinal benefits would handware as a cold and sign percent access. Law, respectively, describing gradicity to a four percent access, tax, expectably, describing gradicity to a four percent access, answer trend a profit access in 1000 and forecast in 1000 and answer trend access, and percent access, answer trend a rank would come forecast the access access, and described benefit of highly action was secured to the percentage of the access access and the security of the security of the percentage discount lates used the reliability the extraordistic objects of the security of t

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#### 6. 32KM99K WASSE

The provision for locome taxes is as follows (in thousands):

|                            | Y541       | unded Decamba | ≥ 3L,      |
|----------------------------|------------|---------------|------------|
|                            |            |               |            |
|                            | 2006       | 1986          | 3993       |
|                            |            |               |            |
| Pedaral, Garage:           | \$ 121,774 | 8 235, 676    | \$ 32,888  |
| Poders', Seiscord          | (2), 4:0.  | (3.1, 59%)    | 20,336     |
| Shape and Israil, introach | 10,888     | 21,336        | 20,378     |
| State and local, deferred  | 444        | 13931         | (024)      |
| Survige, correct           | 2,611      | 1,000         | 3,660      |
|                            |            |               |            |
|                            | \$ 110,285 | 8 294,226     | \$ 125,575 |
|                            |            |               |            |

The provision for incode cases differe from escents computed at the stateberry fodoral impose for rote an follows (or faminagin):

|  | feer eanem beneather 31, |                     |         |  |
|--|--------------------------|---------------------|---------|--|
|  | 1995                     | 1395                | 7834    |  |
| Stummery income new provision<br>State income taxes, but of federal bandis |                          | £ 127.525<br>13.621 |         |  |
| Subsignation can create Values on allowance                                | 242                      |                     | (V19    |  |
| 5ther, net   | 25                       | 664                 | 361     |  |
|  |                          | \$ 141,009          |         |  |
|  | *******                  |                     | ******* |  |

The components of the Company's anthrand the access and intelligies as of Sections 31 1996 and 1996 were to follows (in thousands):

|  | tyce      | 2003      |
|--|-----------|-----------|
|  |           |           |
| Deferred tox anners:   |           |           |
| specification benefits other than bensions   | 3 13,47   | \$ 16,100 |
| Nat operating loss superiormeria   | 1,754     | 2,777     |
| Vacation secras?   | 8,265     |           |
| Applipaces obcologosuca essence  | 6,302     | 8,376     |
| Booking fee cancellation receive   | 8,257     | 5,754     |
| (16-fing   | 14,667    | 25,175    |
| Worker of the land think the transfer that the land the l | 58,897    | 28,979    |
| Descende the Associations  | 153.3943  | 125,2541  |
|  |           |           |
| Stationers development causes  | (8,363)   | (740)     |
| OTHER  | 7-10017   |           |
| Total deterred tax liex.littee   | (61,029)  | .47,533   |
| Valuation allowance  |           | .11,375,  |
|  |           |           |
| Wet deferred tax sacer (liability,   | 5 (2.231) |           |
|  | 3311111   | 02222322  |
| Curent determed incree tax arest   | \$ 10.945 |           |
| Numberrary deferred income car limbality   | 543,0295  |           |
|  |           |           |
| Not deferred our asset (liability)   | 0 (2,201) | 5 170     |
|  | *******   | 1111111   |
|  |           |           |

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16
SMC-SACR DECOR MEDICONA, ICC.
SMC-SACR DECORDERATE CESSIONIS PRAYEMBERS (CONTENDED)

### 1. CONMUNICORS AND CONTRIBUTORS

Destráis varióes contenta súa significant mensaciones contain bonaisy fee eroductivity observo eta vivas provisiones stock vivas soformibers to recedite variante accento transformi employera and transformite expensiva for more to the submitudes; The Company mensilidades libralisation for transformibers. The company mensilidades libralisation for the second contaminate server. The second contaminate server, The second contaminate server. The second contaminate server five second contaminate server. The second contaminate server five second contaminate server five second contaminate server five second contaminate server.

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|                          | Affiliaceo  | "NAY C PACITED |
|--------------------------|-------------|----------------|
|                          |             |                |
| Year medica December yr, |             |                |
|                          |             |                |
| 1999                     | \$1,868,000 | \$20,000,000   |
| 1998                     | 2,145,000   | 22,029,000     |
| 1399                     | 1,499,000   | 8,228,395      |
| 2000                     | 1,241,000   | 0,234,300      |
| 2001                     | 711,000     | 6,302,000      |
| reconfter                | 7,591,000   | 16,554,000     |
|                          |             |                |

Sembel excepts, wouldling (activities remaind from off/)hates, was approximately 228 milians. 222 milians and 227 million for the years ended incomber 31. 296. Jan end (228, Independent).

The Company is limited in measure discusson attends in the percent themse of sections. Authors, the attends resolution of these was not common to reasonably attended of this harm, wanagement down on telline that they will come a parametal observe offers on the figures a monetal observe of the common telliness of the

### 3. CRYPPAL STOCK

The extensional complete above of the Company resolute of 200,000,000 values of 70×10 A decreary from the 200 per phase, 200,200 per phase of 70×10 per phase of 70×10 per part of 200,000 per per part of 200,000 per part of 200

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The bridger of Claves a Concess Depot and Clause 2 Common Notice generally how distincted rights sensing times the bridges of Clause A Chance Stope and the State of the Clause A Chance Stope and the State of the Clause A Chance Stope and the State of the Clause A Chance Stope and the State of the State of the Clause A Chance and the State of th

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Eliminary wo of the limit time it valor AMS nesses to be the beneficial owner of an appropriate of it least a project of it which a suppose the second project of the second of the second project of the second of the second project of the second of

Solders of Class & France Stock and Class & Course Aback and, there is an annual access por class to any dividous declared by the sound of directors, subject to any preferential rights of any metitualing preferred income.

below to any positionation is signed of any intertuality professed cooking to general related below and in any of the ambitivities or the other threads and persons related the persons related below and in any of the ambitivities or the other threads and the persons of the other threads and the control of the other threads and the other threads and the other threads are threads are threads are threads and the other threads are threads and the other threads and threads are threads and the other threads are threads and threads are threads are threads and threads are threads and threads are threads are

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de liquidantes, dissolutios de virtuaç up ef the trapere, effec payment virtual de la faction de la

Do shares of either stans of economictors are subject to redarghtom or best presemptive vigoto to presente viditional shares or common stank.

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9. STOCK ARGOOD GOD CODONS

Prior to the Official indicate and key employees of the Ampany wash of applying the Ampany wash of all for a subject to the Ampany wash of a first the Ampany wash of a first the Ampany and a first three and a f

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In momentaries with the Offering, the AMN Options granted to officer and buy unjugence of the Tompuny were enchanged for options to province 128,70 where of Clores 2 Common Force of the Computer The conceins partner of the behavior of Common Force of the Computer The conceins partner of the Labita, provide officers of the Common Stock by the total of the coverage pattern of the AMN Options or the province day of the total of the coverage pattern of the AMN Options or the province day of coverage has no AMN Chance those of the AMN Options or the province day of options was temporary to attribute the common temporary of the Common Common Common galaxies. These implains with continue to vece 12 agains stated interathemin ones for original working partner.

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From to the different period of different and key maplojems of the document workford of the document and from the document and the do

Le conjunction vich abois 1999 unter seas insantive plan, cettain officere and toy requirement of the Desproy were also massive, as to cost, 145,000 occase of annatural aboid Conton Stack performance shares (1985 Actionacus Scaces). The American Stack performance shares (1985 Actionacus Scaces) and set about person Shares view over a Chines year performance period bound on performance matrices of 402 until the Congrey, we defined in the than.

The scale of the professing of the AMS (severance Chairs) several to personal states as a several to personal states of the profession of the several states are several to personal states of the profession of the several states of the profession of the several states of the profession of the several states of the personal states of the personal states of the personal states of the several states of the personal states of the persona

1392 SACON GROUP HERROGIS. ICC. NORTH TO DOSCOTEDWICE PERANCETAL PRAYEMENTS (CONTENSED)

Shock option potinity for the year assed Sacrater 31, 1994 was:

|  |           | hoighted-Average<br>Exercise Frace |       |  |
|--|-----------|------------------------------------|-------|--|
| Commanaing at Commany 1, 2995                        |           |                                    |       |  |
| Labura turn extranse of AMS Cotions                  | 229,740   |                                    | 10.92 |  |
| Loomed upon excusings of AMS Curear Spally Shares    | 810.584   |                                    | 27.00 |  |
| Grepted  | 822,303   | - 3                                | 27.00 |  |
| Precio ren   | 017,5200  | 8                                  | 56.27 |  |
|  |           |                                    |       |  |
| Octobanding at Describer 21, 1995                    | 2.384,670 | 2                                  | 24.80 |  |
|  | ******    |                                    |       |  |
| Executeable cornans outstanding at December VI, 1998 | 655,956   | - 2                                | 23.59 |  |
|  | 22222222  |                                    |       |  |

The sengified-average grant data fair value of which options granted durit 1996 as 59:50. Options containing at December 31, 1995 bed a neighbod-average temporage mentioned 1916 of approximately nine years, and exercise primer ranging than \$22.50 to \$20.50.

AL December 21, 1996 times were 14,550,000 shares of Cassa & Common Stock temperced for Lamaston Spoul exercise of spitiar and Lamaston of Certain spins and december 31, 1998 approximately 11,250,000 Channe were exellete in 12 footer grants of School Montain Spins 12,250,000 Channe were exellete in 12 footer grants of School Montain Spins 1226 Common Common Spins 1226 Common Common Spins 1226 Common Commo

Effect on inconver 1, 1999, the dispress cutofolioled the dealed force; debidings, lim. Amplepes from branches plan than subject. The SDDS silver coldino may be seen to represent the processes. Once a common control on a monthly of such as the subject of the subject of the subject of such as the subject of country of such as the subject of subject on country and the subject of s

Jeromann which take 1920.

We Company have inferred the gray frame discriptions promisions of the electromes of Manageria and Section 1920.

We consider the Manageria and Section 1920 of the Association 1920 of the Associa

awagement are copy experied life of the reprints queeze of 4.5 years.

De Blace States Coulcile return missinguities used and focusinger for mine an extracting the lafe motion of meaded entropy which were no monthing received and are cell; thankworkelle. Le addition, uption enhantment reduce assume the imper of bighty weigherture assumptions tectically the sequence area by mine volumities; however the Company's mightings and behavior strategy and the company of the company of the properties and memory thanks the contract of the production, and behavior in the volumities of the production and memory interest in the volumities of impart annealized contract and the contract of the production of the contract of t

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THE SACRE GROUP FORDIOUS, TOC.

NOVES NO CONDUCTIONED TERRIFORM PROPRIES. (CONTINUED)

Company Octionsumon Sharm setimity during 1996 won at follows:

|   | Norbor of<br>Simples |
|---|----------------------|
| batsaborlong of Carpary 1, 1990                     |                      |
| lanned upon commoration of AMS Occiboration Sheets. | 272.360              |
| Granted   | 182,480              |
| Papara) ed  | (755)                |
|   |                      |
| Decutsading at December 31, 1996                    | 430,860              |
|   | ******               |

The anighted inverses grant date full value of Company Performance States granted theory 1996 per \$37.39.

Effective with the Official that forces contained in 100 bearing. The Computer to the Computer that "Interest contained and other way employees of the Computer put payment of each openious used openious that higher, testificated that, defended chart, stone parameter eighth suffice that have been about the contained eighth suffice that have been about the contained contained and the 1,000,000 amount of the summer of the second current the second current the contained and the contained contained the contained that the cont

Spelloss granted under use 1712 will be several atthe at a paint which is not been the nation which of John a fraction atom open the face of grant, notice to grant appearance atomics of the object of parameters detained by a consistent appearance, but about of the detail of the days of the day

aren's approximate rights may be greated in nonlimition with all in sect of any abody spring granten mode to with all approximate algebra with the spring spring of the spring spring spring spring spring spring spring spring the time that the scheduling spring spring we approximate spring to communicate the values spring spring spring to those body spring spring spring spring spring spring spring spring to those body springs.

Now others steed bosed meaned, a compositive semanticated by the Board of Distriction will believant our wildfiller present to some meanth was it is made, a second to be a

Seast.

We dought of forestone ious chapted a clavateer. These transitive older which issuedness are an attack, weard of notions to succeede a, 90% decived of the trapsorter often a forestone even to each tone enterprise distortion. Whe plan shot provides for a one has maked of options to pricesses 0.00% shades of the trapsorter often or investment of the trapsorter often or investment of the trapsorter often or investment of the property officers plan skill of the chart of distorters. The options, shans skill obtain the chart of distorters the options, shans skill offer in the date of grow, which were trapsorters about one particle skill option skill option and the extraction of the forest or the date of grow, which were trapsorter of the days are said of the chart of the date are one employed tracertor of the days of a charterion of the observed one has a sea to even employed structure notions for a charterion of the observed of the area for a charterion of the observed of the state of the date of

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41 ME SACRE GROUP HORD GOME, IGC. UNDER DO DOMBOLILATINE CENTROLINE DERMINEZONS (COMPEDDED)

has purposed of the g(n) fixed disclosures, the sociented fair value of the optimal and stock bases awards it accordance to expende over the vasting period. The Company's g(n) fairs information as we follow (in thousands, accord for satisface or covers since deformation):

|                             | j aag         | 1495         |
|-----------------------------|---------------|--------------|
|                             |               |              |
| Set earnange                |               |              |
| An imported                 | \$ 166,279    | 3 285, 653   |
|                             | 0000000000000 | EECCCCCCCCCC |
| 22 O FRANCE                 | \$ 384,5%     | \$ 225,784   |
|                             |               | *********    |
| Basilings per onwants share |               |              |
| as reported                 | 8 : 41        | 5 1.77       |
|                             | *******       | *******      |
| Fra Corea                   | s 1.81        | S 1.7.       |
|                             |               |              |

The Company is a glovel company, calleding research from scalebide operations. Note calleding to the Company's operations by prographic area is set form calculated the three-made.

|                          | Veicad<br>States |     | foreign            | 190000      |  |
|--------------------------|------------------|-----|--------------------|-------------|--|
| 1996                     |                  |     |                    |             |  |
|                          |                  |     |                    |             |  |
| FATACULA                 | \$4,338,991      | - 5 | 483.966            | \$1,691,987 |  |
| Dyerating income         | 208,919          |     | _9,272             | 325.891     |  |
| Literati fashila asserte | 1.184.770        |     | \$1,367            | 1.248,337   |  |
| 1886                     |                  |     |                    |             |  |
|                          |                  |     |                    |             |  |
| Suvenages                | \$5,279,471      | 4   | 250,215            | \$1,920,616 |  |
| Susceptions income       | 245, 252         |     | 35.282             | 380,424     |  |
| lummificule acomts       | 234,525          |     | $\epsilon_{1,080}$ | 590.70€     |  |
| 1991                     |                  |     |                    |             |  |
| Reseases                 | \$1,196,201      | ŝ   | 505,388            | 21,202,679  |  |
| Ocerating income         | 211,616          |     | 35,515             | 250,253     |  |
| feentificable assers     | 554, 503         |     | 59,993             |             |  |

Operating lacementian specifical consists of permanent less special expenses, including an allocation of companies expenses, recluding an allocation of companies expenses, received in terms to the statement against an electric lacement representations and country lacement account of the permanent and country lacement and country lacement are provided as a section of the permanent and country lacement are provided as a section of the permanent and country lacement and

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| Operating income                            | 115,601                       | 101,355                      | 106,102                      | 52.762    |
| Per carnings                                | 69,937                        | 60.220                       | 66,800                       | 31,535    |

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(2) Whe consider listed in the accompanying index to financial characters and schedules are filed as part of this report.

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(2) Incorporated by reference to Smillit littered to sMR a report on Form 26-K for the over ended Detection 11, 2004 (STR 90, 1-3400).

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CONSENT OF ERRSY & YOUNG LEP

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ERNST & YOUNG LLP

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SECURITIES AND EXCHANGE COMMISSION Washington, D.C. 20549

FORM 10-K

| [X] | Annual | Report  | Pursuant   | to   | Section | 13 | $\circ r$ | 15(d) | of | the | Securities | Exchange |
|-----|--------|---------|------------|------|---------|----|-----------|-------|----|-----|------------|----------|
|     | Act of | 1934 [] | No Fee Red | aui: | redl    |    |           |       |    |     |            |          |

For fiscal year ended December 31, 1997.

[ ] Transition Report Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934 [No Fee Required]

Commission file number 1-12175

THE SABRE GROUP HOLDINGS, INC.

(Exact name of registrant as specified in its charter)

(State or other jurisdiction of incorporation or organization)

4255 Amon Carter Blvd.
Fort Worth, Texas

(Address of principal executive offices)

Registrant's telephone number, including area code (817) 931-7300

Securities registered pursuant to Section 12(b) of the Act:

Title of Each Class

Name of exchange on which registered

Class A Common Stock, par value \$.01 per share

New York Stock Exchange

Securities registered pursuant to Section 12(g) of the Act:

NONE
- (Title of Class)

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was

required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes X  $\,$  No  $\,$  .

Indicate by check mark if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K (ss. 229.405 of this chapter) is not contained herein, and will not be contained, to the best of registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-K or any amendment to this Form 10-K. [X]

The aggregate market value of the voting stock held by non-affiliates of the registrant as of March 24, 1998 was approximately \$803,561,045. As of March 24, 1998, 22,958,887 shares of the registrant's Class A Common Stock and 107,374,000 shares of the registrant's Class B Common Stock were outstanding.

DOCUMENTS INCORPORATED BY REFERENCE

Part III of this Form 10-K incorporates by reference certain information from the Proxy Statement for the Annual Meeting of Stockholders to be held May 20, 1998

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#### PART I

#### ITEM 1. BUSINESS

The SABRE Group Holdings, Inc. is a holding company incorporated in Delaware on June 25, 1996. Pursuant to a reorganization consummated on July 2, 1996 (the "Reorganization"), the Company became the successor to the businesses of The SABRE Group which were formerly operated as divisions or subsidiaries of American Airlines, Inc. ("American") or AMR Corporation ("AMR"). Unless otherwise indicated, references herein to the "Company" include The SABRE Group Holdings, Inc. and its consolidated subsidiaries and, for any period prior to the Reorganization, the business of AMR and American constituting The SABRE Group. On October 17, 1996, the Company completed an initial public offering (the "Offering") of 23,230,000 shares of its Class A Common Stock, par value \$.01 per share, constituting approximately 17.8% of the economic interest of the Company's outstanding common equity. As of March 24, 1998, AMR owned all 107,374,000 shares of the Company's Class B Common Stock, representing approximately 82.4% of the economic interest and 97.9% of the combined voting power of all classes of voting stock of the Company.

The Company is a world leader in the electronic distribution of travel through its proprietary travel reservation and information system, SABRE(R), and is the largest electronic distributor of travel in North America. In addition, the Company is a leading provider of information technology solutions to the travel and transportation industry and fulfills substantially all of the data processing, network and distributed systems needs of American and AMR's other subsidiaries, Canadian Airlines International, Ltd., and other customers.

#### ELECTRONIC TRAVEL DISTRIBUTION

SABRE and other global distribution systems are the principal means of air travel distribution in the United States and a growing means of air travel distribution internationally. Through the SABRE system, travel agencies, corporate travel departments and individual consumers ("subscribers") can access information on and book reservations with airlines and other providers of travel and travel-related products and services ("associates"). As of December 31, 1997, travel agencies with more than 30,000 locations in over 70 countries on six continents subscribed to SABRE. SABRE subscribers are able to make reservations with more than 400 airlines and more than 50 car rental companies and more than 200 hotel companies covering approximately 39,000 hotel properties worldwide.

During 1997, more airline bookings in North America were made through SABRE than through any other global distribution system. In 1997, approximately 67.3% of the Company's revenue was generated by the electronic distribution of travel, primarily through booking fees paid by associates.

### THE SABRE GLOBAL DISTRIBUTION SYSTEM

SABRE, like other global distribution systems, creates an electronic marketplace where travel providers display information about their products and warehouse and manage inventory. Subscribers -- principally travel agencies but also corporate travel departments and individual consumers -- access information and purchase travel products and services. In 1997, more than 700 vendors, called "Associates", displayed information about their products and services through SABRE, and the Company estimates that more than \$66 billion of travel-related products and services were sold through SABRE.

In addition to providing information to subscribers about airlines and other travel-related vendors, SABRE reports to the travel providers transaction data about subscriber-generated reservations, allowing vendors to better manage inventory and revenues. The SABRE system also allows travel agency subscribers to print airline tickets, boarding passes and itineraries. Additionally, SABRE provides subscribers with travel information on matters such as currency, medical and visa requirements, weather and sightseeing. By accessing the SABRE system, a subscriber can, from a single source, obtain schedule, availability and pricing information from multiple travel providers for complex travel itineraries.

#### ASSOCIATE PARTICIPATION

3

The Company derives its electronic travel distribution revenues primarily from booking fees paid by associates for reservations made through SABRE for their products and services. In addition to airlines, associates include car rental companies, hotel companies, railroads, tour operators, ferry companies and cruise lines.

Airlines and other associates can display, warehouse, manage and sell their inventory in SABRE. The booking fee paid by an associate depends upon several factors, including the associate's level of participation in SABRE and the type of products or services provided by the associate. Airlines are offered a wide range of participation levels. The lowest level of functionality for airlines, Basic Booking Request(SM), provides schedules and electronic booking only. Higher levels of functionality for airlines, such as Direct Connect Availability(SM) , provide greater levels of communication with SABRE, giving subscribers more detailed information and associates improved inventory management. For an associate selecting one of the higher levels of participation, SABRE provides subscribers with a direct connection to the associate's internal reservation system, allowing SABRE to provide real-time information and allowing the associate to optimize revenue for each flight. Car rental companies and hotel operators are provided with similar levels of participation from which to select. The Company also provides associates, upon request, marketing data derived from SABRE bookings for fees that vary depending on the amount and type of information provided.

#### SUBSCRIBER ACCESS

Access to SABRE enables subscribers to electronically locate, price, compare and purchase travel products and services provided by associates. The Company tailors the interface and functionality of SABRE to the needs of its different types of subscribers. Marketing is targeted to travel agencies, corporations and individual consumers.

TRAVEL AGENTS. The Company provides travel agents with the hardware, software, technical support and other services needed to use SABRE, in return for fees that typically vary inversely with the travel agency's productivity, as measured by the number of bookings generated. Such fees are payable over the term of the travel agent's agreement with the Company, generally five years in the United States and Latin America, three years in Canada, and one year in Europe.

Because travel agencies have differing needs, the Company has modified the SABRE interface to meet the specific needs of different categories of travel agents. Travel agents can choose interfaces that range from simple, text-based systems to feature-laden graphical systems. For example, the Company developed Turbo SABRE(TM), an advanced point-of-sale interface and application development tool that enables advanced functionality such as customized screens, automated quality control, database integration, and eliminates complex commands, reducing keystrokes and training requirements.

Planet SABRE(TM), which the Company introduced in February 1997, includes a graphical launch pad, which enables the user to move to any function with one or two clicks of a mouse; a customizer feature, which allows travel agencies to tailor Planet SABRE to meet their own specific needs; a tutorial; online help; a place to store notes about clients, destinations or procedures; and a suggestion system. Planet SABRE transforms SABRE from a complex command-oriented system to an all-graphic interface with continued access to the SABRE host system and its capabilities.

SABRE interfaces are available in English, Spanish, Portuguese, French, German, Italian and Japanese. In addition, the Company offers travel agencies back-office accounting systems and further supports travel agencies by offering a simplified method to develop and place their own marketing presence on the World Wide Web.

CORPORATIONS. The Company sells Commercial SABRE(TM) to corporations and home-based travel agents who are sponsored by travel agencies. Using Commercial SABRE, a traveler or agent can connect to the SABRE system and make bookings which are automatically delivered to the sponsoring agency where travel documents are issued.

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The Company also markets SABRE to corporations through SABRE Business Travel Solutions(TM) ("SABRE BTS(TM)") released in October 1996. SABRE BTS is designed for corporate travelers, travel arrangers and travel managers. It is a fully-integrated product suite for travel planning and booking, expense reporting and decision-support. SABRE BTS provides corporations with tools to better manage travel costs, ensure compliance with corporate travel policies, automate expense reporting and obtain real-time information on all aspects of travel.

INDIVIDUAL CONSUMERS. Through the Company's Travelocity(SM) and easySABRE(R) products, individual consumers can compare prices, make travel reservations and obtain destination information. These products are available to individual consumers free of charge.

Travelocity is accessible through the Internet and computer on-line services. It features booking and purchase capability for all airline, car rental and hotel companies for which booking and purchase capability is available in SABRE. Vacation and cruise packages are available as well. Travelocity also offers access to a database of destination and interest information, articles from travel correspondents and interactive maps. Travelocity averages approximately 22.6 million page views per month. The Internet address for Travelocity is http://www.travelocity.com/.

The Company has entered into numerous co-branding agreements to provide access to Travelocity on complementary Internet Web sites. These agreements include a deal with Netscape Communications Corporation to launch Netcenter Travel by Travelocity, accessible through the Netscape Netcenter free online service. The Company also signed an agreement with Yahoo! Inc. for Travelocity to become the exclusive co-branded travel booking service for Yahoo! and Yahoo! Travel.

The Company introduced easySABRE in 1985 as one of the world's first consumer booking systems for travel. easySABRE is available through a number of computer on-line information systems and on the Internet. With easySABRE, consumers can view travel reservation information and make bookings directly in SABRE for no fee. The Internet address for easySABRE is http://www.easySABRE.com/.

The Company receives booking fees from travel providers for purchases of their travel products and services pursuant to reservations made through Travelocity and easySABRE.

### INTERNATIONAL MARKETING

4

The Company is actively involved in marketing SABRE internationally either directly or through joint venture or distributorship arrangements. The Company's global marketing partners principally include foreign airlines that have strong relationships with travel agents in such airlines' primary markets and entities that operate smaller global distribution systems or other travel-related network services.

In February 1998, the Company signed long-term agreements with ABACUS International Holdings Ltd. which created a Singapore-based joint venture company to manage travel distribution in the Asia-Pacific region. The Company owns 35 percent of the joint venture company, called ABACUS International Ltd., and provides it with transaction processing on the SABRE computer reservations system.

## COMPETITION

The Company competes in electronic travel distribution primarily against other large and well-established global distribution systems. SABRE's principal competitors in marketing to travel agents include Amadeus/System One, Galileo/Apollo and Worldspan. Each of these competitors offers many products and services substantially similar to those of the Company.

Although certain barriers exist for any new provider of electronic commerce -- barriers such as the need for significant capital investment to acquire or develop the hardware, software and network facilities necessary to operate a global distribution system -- the Company is faced with the potential of new competitors, particularly as new channels for travel distribution develop.

The global market to attract and retain agency subscribers is intensely competitive. Factors affecting competitive success of global distribution systems include depth and breadth of information, ease of use, reliability, service and incentives to travel agents and range of products available to travel providers, travel agents and consumers.

Although distribution through travel agents continues to be the primary method of travel distribution, new channels of direct distribution to businesses and consumers, through computer on-line services, the Internet and private networks, are developing rapidly. The deployment and adoption of these tools is currently quite low, however the pace of adoption is expected to accelerate. The Company believes that it has positioned its SABRE BTS, Travelocity and easySABRE products to effectively compete in these emerging distribution channels.

#### CRS INDUSTRY REGULATION

The Company's electronic travel distribution business is subject to regulation in the United States, the European Union, Canada, Australia and New Zealand. These regulations address the relationships among computer reservation systems ("CRSs"), airline associates, and travel agency subscribers. These regulations do not currently address relationships with non-airline associates, but future regulations in the European Union may include rail associates. In general, these regulations are directed at ensuring fair competition among travel providers. Among the principles addressed in the current regulations are: unbiased CRS displays of airline information, fair treatment of airline associates by CRSs, equal participation by airlines in non-owned CRSs, and fair competition for subscribers. The CRS regulations in the United States and the European Union are currently being revised, but the Company does not expect the revisions to materially adversely affect its operations.

#### OTHER REGULATION

The Company is subject to regulations affecting issues such as: exports of technology, telecommunications, data privacy, and electronic commerce. Some portions of the Company's business, such as its Internet-based electronic travel distribution, may be affected by newly-developed regulations. Regulations affecting other areas of the Company's business may be revised from time to time. Regulations also vary among jurisdictions. The Company believes that it is capable of addressing these regulatory issues as they arise.

## INFORMATION TECHNOLOGY SOLUTIONS

The Company is a leading provider of information technology services to the travel and transportation industry. The Company employs its airline technology expertise to offer information technology solutions to other industries that face similar complex operations issues, including the airport, railroad, logistics and hospitality industries. The solutions offered by the Company include software development and product sales, transactions processing, consulting, as well as comprehensive information technology outsourcing. The Company provides data processing, network and distributed systems services to American and AMR's other subsidiaries, Canadian Airlines International, Ltd., and other customers fulfilling substantially all of their information technology requirements. In 1997, approximately 32.7% of the Company's revenue was generated by the provision of information technology solutions.

The Company is aggressively pursuing strategic information technology relationships that add a new dimension to traditional outsourcing agreements by integrating our airline applications and business processes into customer operations. Clients entering into a strategic agreement with the Company benefit from our extensive airline industry expertise, experience with complex operating and transaction environments and our extensive suite of software products and applications.

### SOLUTIONS

The Company offers a comprehensive set of information technology solution services to the airline industry. These solutions include: (i) information technology outsourcing; (ii) software development, sales and licensing; and (iii) consulting, which includes capabilities ranging from reengineering to functional consulting. Recruiting and retaining capable personnel, particularly those with expertise in operations research, information technology and industrial engineering, is vital to the provision of solutions by the Company.

The Company's solutions have helped American become one of the most technologically advanced airlines in the world. The Company has provided solutions to over 170 airlines or airline associations. These solutions have many applications for airlines. For example, (i) with Fare Action Evaluator(SM), airlines can seek to enhance revenue using statistical and database sources that estimate the economic implications of fare actions before they are implemented, (ii) with AIRPRICE(SM), airlines can analyze and manage fares and react to competitors' changes, (iii) with AIRFLITE(SM), airlines can determine superior flight schedules and (iv) with AIRCREWS(SM), airlines can improve crew member scheduling thus reducing staffing costs.

The Company also provides real-time transaction processing services, whereby the Company provides access to its hardware and software to airlines for reservations, flight operations, departure control and other related services. Local computer terminals at a customer's location are linked to the Company's mainframes, and the Company maintains and operates the entire system on a secure and confidential basis.

The Company distributes its solutions and consulting services through a sales and marketing organization with offices in eleven cities on four continents (Boston, Chicago, Dallas, Tulsa, Vancouver, London, Paris, Kuwait City, Hong Kong, Sydney and Auckland). The Company also maintains agency relationships to support sales efforts in key markets, including India, China and the Middle East. To date, the Company has provided business solutions to nearly 500 clients located in more than 50 countries.

#### TECHNOLOGY SERVICES

In 1996, the Company executed an information technology services agreement with American for a term of ten years for most services (three and five years for others). Under this agreement, the Company provides data processing, network, distributed systems, and applications development services to American and AMR's other subsidiaries. The Company fulfills substantially all of American's data processing requirements and manages all voice and data communication services for American and AMR's other subsidiaries, including data networks, voice networks and radio services. The Company also provides American with the services required to design, install, operate and maintain its range of local area networks, desktop, mobile computing and peripheral devices. The Company completes nearly all of the applications development for American, as well as manages the AMR Year 2000 project office and completes most of AMR system's Year 2000 testing and compliance enhancements.

In January 1998, the Company completed the execution of a 25-year, multibillion dollar technology agreement with US Airways, Inc. to provide substantially all of US Airways' information technology services. As a part of the agreement, the Company purchased approximately \$47 million of US Airways' information technology assets, and hired more than 600 former employees of US Airways. The agreement covers the management and operation of US Airways' systems and information technology services, including the migration or conversion of US Airways' legacy systems to the Company's systems by mid-1999. Additionally, the Company agreed to assist US Airways in making its information systems Year 2000 compliant.

In February 1998, the Company executed a 10-year information technology services agreement with Gulf Air. Under the agreement, the Company will be responsible for all of Gulf Air's information technology infrastructure, including application development and maintenance, as well as data center and network management.

## COMPETITION

In information technology solutions, the Company competes both against solutions companies and full-service providers of technology outsourcing, some of which have considerably greater financial resources than the Company, and against smaller companies that offer a limited range of products. Among the Company's full-service competitors are Electronic Data Systems, IBM Global Services, Unisys, Andersen Consulting and Lufthansa Systems. Some of these competitors have formed strategic alliances with large companies in the travel industry, and the Company's access to these potential customers is thus limited. The Company believes that its competitive position in the travel and transportation industry is enhanced by its experience in developing systems for American and other airlines and by its ability to offer not only software applications but also systems development, integration and maintenance and transaction processing services.

#### INTELLECTUAL PROPERTY

In connection with the Reorganization, American transferred to the Company the software used in the operation of the business of The SABRE Group. This software, along with other software, proprietary information, patents, copyrights, trade secrets, trademarks and intellectual property rights, are significant assets of the Company. The Company relies on a combination of patent, copyright, trade secret and trademark laws, confidentiality procedures and contractual provisions to protect these assets. The Company's software and related documentation are protected principally under trade secret and copyright laws, which afford only limited protection. In addition, the laws of some foreign jurisdictions may provide less protection than the laws of the United States for the Company's proprietary rights. Unauthorized use of the Company's intellectual property could have a material adverse effect on the Company, and there can be no assurance that the Company's legal remedies would adequately compensate it for the damages to its business caused by such use.

#### EMPLOYEES

As of December 31, 1997 the Company had approximately 8,500 full-time employees. A central part of the Company's philosophy is to attract and maintain a highly capable staff. The Company considers its current employee relations to be good. None of the Company's employees based in the United States are represented by a labor union.

#### TTEM 2. PROPERTIES

The Company's principal executive offices are located in Fort Worth, Texas, primarily in three buildings, two of which are owned by the Company and one of which is leased from the Dallas/Fort Worth International Airport Board under a lease that expires in 2019, subject to four renewal options of five years each, exercisable at the option of the Company. The Company leases a fourth office building in Southlake, Texas, under a lease that expires in 2003, subject to two renewal options of five years each, exerciseable at the option of the Company. Additionally, the Company leases office facilities in approximately 70 other locations worldwide.

The Company's principal data center is located in an underground facility in Tulsa, Oklahoma (the "Data Center"). The land on which the Data Center is located is leased from the Tulsa Airport Improvements Trust, a public trust organized under the laws of the State of Oklahoma, pursuant to a lease that expires in 2038. SABRE and the Company's data processing services are dependent on the Company's central computer operations and information processing facility located in the Data Center. The Company also utilizes a computer center located in one of its office buildings in Fort Worth (the "Fort Worth Center"). At the Fort Worth Center, the Company operates and manages a wide variety of server based and client/server distributed systems.

The Company's travel agency and corporate subscribers connect to SABRE through leased access circuits. These leased access circuits, in turn, connect to the domestic and international data networks leased by the Company, such as those leased from Societe Internationale de Telecommunications Aeronautiques ("SITA"), which is owned by a consortium of Airlines, including American.

The Company believes that its office facilities will be adequate for its immediate needs and that additional or substitute space is available if needed to accommodate expansion. The Company also believes that its Data Center, Fort Worth Center and network access will be adequate for its immediate and foreseeable needs. The Company, however, continuously invests in research and development to upgrade these facilities to meet changing technological needs.

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TISM 4. SHEMISSION OF MANYERS TO A NOWN OF SHOUSERY HOURSES

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TINN 9. THEORY FOR REGISTRANCE 3 COMBON STOCK AND RELEASED STOCKNOWING MATERIAS

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| Quarter Bided:                              |         |         |
| Neer's 21, 2567                             | 29 625  | 20.25   |
| Date 30, 1339                               | 29.75   | 20.825  |
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|--|-------------------------|---------|-----|-----------|------|-----------|-----|-----------|----|----------|-----------|
|  |                         | 4997    | 1   | 443       |      | 1335      |     |           |    | 1998     |           |
|  |                         | :10 01; |     | s, kx:x21 |      | S SHADE S |     | AND CHICA |    | TA WHERE | rectoring |
| NOTAR SPECIALISM DATA (1):                   |                         |         |     |           |      |           |     |           |    |          |           |
| 20700088                                     | 0                       | 1,583.5 | è   | 2.022.0   | ъ.   | L,529.6   | ٥   | 1,895.7   | ř  | 1,200.2  |           |
| Operations respective                        |                         | 2,199.9 |     | 1.205.0   |      | L.345.2   |     | 1,958.8   |    | 1,000.5  |           |
| Decembera income                             |                         | 207.7   |     | 120.0     |      | 350.4     |     | 230.2     |    | 292.7    |           |
| Other topons (expense), set (3)              |                         | 15, 5   |     | 35.94     |      |           |     | QF 11     |    | (6+.7)   |           |
|  |                         |         |     |           |      |           |     |           |    |          |           |
| Income before income takes                   |                         | 122.€   |     | 908.4     |      | 279.1     |     | 124.1     |    | 1.69.0   |           |
| Annue turco                                  |                         | 144.7   |     | 108.3     |      | 144.2     |     | 156.9     |    | 89.0     |           |
| Not seminge                                  |                         | 199.9   | 2   |           |      |           |     |           | ÷  |          |           |
|  | 44                      |         | 4.4 |           | 25.5 |           | 22. | *****     | 10 |          |           |
| Boundage per ecessor share, havre-           |                         |         |     |           |      |           |     |           |    |          |           |
| and diduted (3)                              | 0                       | 1.55    | - 5 | 1.40      |      |           |     |           |    |          |           |
|  | ***                     | ******* |     | ******    |      |           | *** | *******   | 33 | *******  |           |
| BAUAGCC 00827 DAYA<br>(AT 200 OF FOLOX) (1): |                         |         |     |           |      |           |     |           |    |          |           |
| Carana access                                | 3                       | 674.2   |     | 594.5     | 6    | 221.2     | 4   | 404.3     | *  | 105.0    |           |
| Intal awests                                 |                         |         |     | 2,285.2   |      | 223.4     |     | 515.5     |    | 581.3    |           |
| Connect liabilities (5)                      |                         | 316 4   |     | 222.8     |      | 232.6     |     | 565.3     |    | 346.4    |           |
| Debeature terracle to Mrs.                   |                         | 319.5   |     | 217.3     |      |           |     |           |    |          |           |
| Stockbokdarin net jurgatment                 |                         |         |     |           |      | 432.1     |     | 599.5     |    | 202.0    |           |
| Stookholders: equity                         |                         | 357.3   |     | 563.6     |      |           |     |           |    |          |           |
| CHIEF DAIR (1):                              |                         |         |     |           |      |           |     |           |    |          |           |
| Discretion income as a tecocotogo            |                         |         |     |           |      |           |     |           |    |          |           |
| of revenue                                   |                         | 17.35   |     | 25.35     |      | 24.23     |     | 24.95     |    | 24.27    | i .       |
| Percentage of remember from                  |                         |         |     |           |      |           |     |           |    |          |           |
| non-attititional sustaining                  |                         | 59.5%   |     |           |      |           |     | 55.55     |    |          |           |
| Repartmentions account asing Saide           |                         | 359.2   |     | 245.0     |      | 325.4     |     | 311.1     |    | 225.2    |           |
| Coch flows (wor operating                    |                         |         |     |           |      |           |     |           |    |          |           |
| activities                                   | 8                       | 299.9   | 5   | 415.8     | ÷    | 395.9     | ٥   | 265.3     | \$ | 332.1    |           |
| Capital expensionnes                         | 6                       | 212.1   | - 5 |           |      |           |     |           |    |          |           |

The Company law significant transmitters with AAR and American. The terms of among of the agreements with AAR and atwestillates were twiced affective demony 1, 1998 as a roughly the winne for the Awayanization. See Note, 100 the Commissional diseased Missource.

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TEN 7. MARATEMENT'S PLENCESSION AND ANALYSIS OF THE ARCIAL CONDUCTOR AND POSITION OF OPERATIONS

Corong 1991 the Company gasestered emprocisately CLOB of the resonant face electrodic two-of interfraction services and approximately 12.0% of the resonant from admiration scoredings with time contract. The Chilology and sub-fact, resonant by attained and geographic location as a passentage of brial resonant.

|                         | Year B | odea Decem | bax 31. |
|-------------------------|--------|------------|---------|
|                         | 1995   | 1996       | - 995   |
|                         |        |            |         |
| Affillution             |        |            |         |
| Unaffilliaced Costoners | 70.38  | 55.25      | 88.25   |
| Affiliated Contoners    | 19.3   | 55 N       | 35.8    |
|                         |        |            |         |
| Yota_                   | 100.05 | 100.00     | _00.00  |
|                         | *****  | 22222      | *****   |
| Securaria na l          |        |            |         |
| United States           | 53.08  | 42.55      | 93.35   |
| Cutscout: cmal          | 19.0   | 17.6       | 16.1    |
|                         |        |            |         |
| Cotal                   | 120.05 | 255.64     | 100.05  |
|                         |        | 22222      |         |

Total evenue theory grows at a compound shored specification of \$125.00, the treat years unded desentiate 10, 1897, Accepted their whitelized contrains been devited at a presentage of the total revenues because of growing or processing of the total revenues because of growing and their acceptance assessed contrained. Execution of the state o

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|   | 2 - 42  | Second  | Velod   | Area chia |
|---|---------|---------|---------|-----------|
|   | Quarter | guerter | Quarter | Charte    |
| 1982  |         |         |         |           |
| Revenuen                                    | \$449.6 | 5447 4  | 5555.9  | 5445 9    |
| Discretion income                           | 107.8   | 94.4    | 99.4    | 28.7      |
| Not carning                                 | 66      | 58.5    | 56.2    | 18.1      |
| Spanishing income on a percent of revenue   | 24.55   | 20.8%   | 19.35   | 4.29      |
| Reservating cooked using barad              | 24.3    | 22.5    | 21.4    | 75.4      |
|   |         |         |         |           |
| Permisgs jet occoor shors laste and diluted | \$ .51  | \$ .45  | 6 .47   | 8 .14     |
| 1996  |         |         |         |           |
| Revented                                    | 5427.3  | 5410.4  | 8607.4  | \$375.3   |
| Concatino income                            | 146.6   | 52.0    | 55.7    | 91.3      |
| Net earnings                                | 90.3    | 44 i    | 45.3    | 22.4      |
| Sperating income As a second of revenue     | 27.94   | 20.0%   | 21.68   | 22.3%     |
| Anniewstices booked uning 65882             | 53.5    | 88.3    | 29.3    | 72.4      |
| Pro forme executed out common chare, basic  |         |         |         |           |
| and 2.luced                                 | \$ .51  | \$ .28  | 2 .25   |           |
| Permions two agence sharp hasta             |         |         |         |           |
| and insuted                                 |         |         |         | 5.17      |
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unick 1600m. Other Licobe increased \$1. William prinally det so growth in house from John waterse in which the Company own an unborset accompled for stoke the equity sensor.

NITABLE DESCRIPTION OF THE PROPERTY OF THE PRO

one medicals, but marrings increased \$40 million, 7.04, true (12) million to \$400 million, passantly due to the encount is increase and other increase office, by the decrease in operating factors.

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Selling, General and Administration Engineers. Selling, powered and administrative experience increased Nov Millon, 2010, 6 000 bill religion to Nata processing for the control of the co

Operating monas. Operating Annua decreased the Aulticop. 11.29, from 5161 willion to 8627 willion. Operating sampler decreases tree 24.29 in ASS6 to 20.19 in 2006 and 35 on 16.00 monasted 12.30 william parameter and appropriate decreases.

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The Company submed lute a law-shaming Agreement with Abi dured Only 1, 1966. The Place Starting Agreement 11, which an over recorded formalisms the Company's previous altamasence with Abi. See Nove 2 or the Companying previous altamasence with Abi. See Nove 2 or the Companying previous attachments with Abi. See Nove 2 or the Companying of the Agreement.

The Company extreme into a Dan Competition Agreement dates using 1, 1200 line flow Competition Agreement), procures to which Adv and American, to being it concentrates an extend of the date absoluteless, have against to 1241 that organization with the Agricust Extrements under the communication Control that Competition of the the Agricust Extraords with the Communication Control to the Communication Control Section 5 to the Communication Control Section Con

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027097150 NOTHS. Operating introde decreased 400 millions. 3,201 from \$107 million to 6500 million. Operating charging decreased from 20,201 in 5000 to 17,100 million for 650 millions operating charging decreased from increase. In communic of 10,00 whole specializing dependent introduced for the formula of 10,00 whole specializing dependent

INCORECO INCOME: Extraces, Guovoe Increased 60 million are to signer belances naturalised in the Company's short form vovestusur accounts.

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NOTAR MESSER. The provision for income takes were 2019 and the sed 2014 allites to 3555 and costs, respectively, are costs into the democlidated Strengton Statements for collisional administration regarding taken.

are executed. Net carriage decreased 000 million, 19.38, from 0004 million to slee million, primarily due to the decrease in operating immore

PERSONAL PRESENTATION OF LEGISLAND

The Company bad subsciential liquidity as Occaeber 31, 1871, with approximative 1935 a bline in code and than better investments and \$400 william in code and than better investments and \$400 william to workness outside. As invasioner 18, 1995, each, and don't not subscience and weaking cognital water \$111 william and \$195 william, subjectively.

Maximal performs each management persons for the Cooper code the Management Consistent expension. The Superior immediate and for state town is wide tender sentiables, commanded professional persons to the consistency of the commanded anoughtunes, commanded paper. Component total and government water.

The Company has funded its operations successionally parameter to see operations for the funded its operations successionable parameter from operations for the company is not supported by quartering controllers of \$272 mlllion to have a controller of the controller of the controllers in the energy buffers moreous observer.

Espats executive promipilly ker how related to excessore of exeption against to be position to unsocibles on Mass and to be asset in declar provincing operation which information when colleged in each substitution of shorts turn controlled countries. Togeth, aspectifized its 1907 were \$238 distributed in 1909 base \$618 Utilize.

This company approximates a contract the order of foods an its forecaseable forms still be for contral exceptionous not were product development. As a contract the contract product of the contract products of evidence of evidence for the Cate Owners of soil we contract engagement products. The contract products of the contract products of the Cate Owners of the contract products of the cont

The Company correctly thought to retain the service to frances fewer-second and therefore, done not societies period may even dicidence on its conson stack in the foresteedst times, any determination we or the payment of devictions of 11 depend more the future weakless of approximate, control templificación and timental condition on the Company and the subsidiaries and templificación and the condition of the Company and the subsidiaries and templificación and the condition of the Company and the Company of Section 11 of the pay 5 weekless.

IN 1987, the Company's Guard of Director's surjective, subject to course histories and surfect conditions, the repurchase of up to 1.5 million readers of the trapper's Cland Alman, Stock, the surface of the trapper's Cland Alman, Stock, the surface of treatmry shades promoted in 1999 was 11.400.

DENDT0005796 DFNDT0005797

In Jennery 1998, the chrosony completed the emporation of a 24-year continuous cosmology particles agreement that its filtering. This the Dospary will provide interesticity of a 7 divineys' 15-december 5 which opposed the provide interesticity of a 7 divineys' 15-december 5 which provides an interesticity of the Company of the Company particles and amendmentally will of 10 always in the control of the Amendmentally will of 10 always in the control of the Amendmentally will of 10 always in the control of the Amendmentally will of 10 always and provided on the Company particles of the Company of the C

b. Bennoary 1998. The Congrey Petered in multile year systems from tocknowing services agreement with out? AFF, Index the tocknown the agreement to Desagna with the companishers down of outside the Concentration transmission, university, including agreements development and technologies, as well as described in Content or Congression.

to Obvious width the Language signed long term agreements with administrative and todating such value arrands a Companier based with machine company to recognize the value arrands of Companier and the Companier and Companier

Street (1000) cooks/streets

The Company has implemented a real 1600 compliance program designed to measure that landours and software options operated on Licensed in the Company's beatings, unless that the Company's beatings, unless than 1811 payable for forcet in havened 1899. The frequent lessons that the college program is a finished to the compliance of the college program of the program of the company of the company

The Company organism is focus describing income could object somes, we will be exemplated and value depends to parquise the next so that the first some containing and value depends to parquise the next so that the first sold. The formation is a first sold originate company to appare formation of the first sold originate company to appare formation of the first sold originate containing or an expected to be incominged or of formation (i. 1915). The invariance organized containing or the contract of the formation of the first sold principles of the first sold pri

The court of the protects and the contents will be date on minus the company plans to complete the have tool compliance prospect our board on numericant of fature seminated attributed compressed advances and fature seminated with the content of the company of the content of the company of the content of t

. The Company believes that inflation bus not had a material efform on the smooth operators.

The Coxputy expects continued protingings and revenue grown in 1998. Proceeds from the Coxputy of information technology existings business should be considered to the control of the co

DFNDT0005798 DFNDT0005799

SSG SORMA ETATEMENT OF LYCOME DATA

We use force of themset of income data in the toble holes we kneed upon the historical Cassocial elaboration of the Company and scource has been as a confidence of the Company and scource has been greatered for Catalogy 4, 1970. The you force information is presented for illustrative purposes only and an one tracecomist principle for a limitative purposes only and an one tracecomist inclusive of the opps whigh results that would use doctarts if when the electrically included the confidence of the company of the

The growth that was even of feature data which be test is invigant to sign the immediated planatist accessors and related extending the company invested extending the control of the company invested extending the control of the company in the company in

year duded December 14.

|   | 1337<br>actual | 1930<br>1930 | NOS<br>SES PSENA |
|---|----------------|--------------|------------------|
| Revenue   |                |              |                  |
| Sisteman branch distribution                            | \$ 2,200,206   | \$ 1,101,791 | \$ 326,087       |
| information rechaology solutions                        | 583,553        | 511,095      | 277,239          |
|   |                |              |                  |
| total revenues  | 1,783,350      | 4,613,893    | 1.663,363        |
| Operating expenses                                      |                |              |                  |
| Coat of revenues  |                |              |                  |
| Pleatenant beened distribution                          | 8001222        | 964.630      | 655,200          |
| Information technology cointions                        | 460.206        | 384.387      | 359,954          |
| Salling, general and administrative                     | 108, 444       | 142.618      | 199,555          |
| Total operating expanses                                | 2,475,656      | 1,289,541    | 1,178,715        |
|   |                |              |                  |
| Operating income  | 202,955        | 226,346      | 284,508          |
| Other annual (expense)                                  |                |              |                  |
| laharont assume   | 20,000         | 13,282       | 7,325            |
| leterant aspasse  | 121.6921       | (25.107)     | (\$5.540)        |
| Occez, ant  | 7.852          | 16.82€1      | (11,6%)          |
|   |                |              |                  |
| stance before provision for income taxes                | 49.41.443      | 807.867      | 259,724          |
| Provident for income takes                              | 123.796        | 120,000      | 100,019          |
|   |                |              |                  |
| Set manings   |                | \$ 187,693   |                  |
|   | *****          |              |                  |
| Harmings per everom stare, havre and dilated            | \$ 2.59        |              |                  |
| Pro forma estimings yet common state, baric and dilute: | EEECC100333    | \$ 1.44      | \$ 1.20          |

ACTUAL 1997 COMPARED TO PAR POMBA 1996

Electronic Viscol Distribution. Electronic traval distribution annual recommentor to your world December 3. 1937 increases agriculturative 2.00 control, 2.72, consumed to the property program for the viscol and forested 2. 1936, for 2.72, consumed to the program of the progra

Serial over of commons for absences, respectively. As a present the common of the comm

Advantaged Technology Productions, Actival revenues from information weedendary notations for the year acidst Accepted 19, 190% increased approximately 279 (1997) and the production of the pro

Advisal cost of sewesser for infrastacion rechanicsy volucions for the pass under facebooks 13, 1907 increases approximately 500 collison, 17.01, and passaged to prefer forms more in fracement for the pass method processes in 1907 increases and passaged to present the 1907 passaged to prefer forms more infrastructures, and the passaged passaged passaged and the passaged passaged

SEMEZIO, MEMBADA NOV ZOMEZIOTATIVA MEZICZER, Period Selving, general sel additional procession of the selving separate formation validation, 20,3%, chaptered to pro-formativity, general selving, general selving, general selving se

obblication (JODE), accord operating income decreased \$15 million, 5.35, compared to pro forms operating looses, 100, 1020 million to \$500 million, Operating receptual forms and form 2,102 to \$10.35 million for \$500 million, Operating of 1,435 compared to pro forms precause, main's according to the according operation of 1,435 compared to pro forms precause, main's according operating schemics increased 4.435 compared to pro forms concentral operations.

COTERNY DOUBLE ACTOR INTEREST INCOME (SCHEMART SIZE MIZZION, COMPARED TO PLOADER ARTHMENT LOCKER, one to signer believes maintained in the Company's discriminary recommendations.

INTERPET BIDSEAS. Accord interest sayence decreased Sa tillion, cooperat to you towar intrinsit sayence, due to a decrease in interest rates on the behaviour (ac defined sole) assend to insertious.

THEM 1800HP. Actual bases income lacrossed \$14 willies, compared to you know other income, ordered by the to growth in income from forth rectains in which the company case is interested accommend for insent the egulty extends.

THE OWNERS ON OPENING THE STATE OF THE STATE

DENDT0005800 DFNDT0005801 MET MANNIANA, Actual rat seasing increased 5.2 william, 6.8%, compared to para-force net earnings, from 6484 william to 5800 milliam, primarily doe no the locations in interest and other induce offset by the decrease in operating recome.

280 202MA 1996 00N2A222 00 1335

ELECTRODIC TROWNS DEVELOPED. Melectronic crared statistics for force inversion for the year world Geometer VI. 1806 increased approximately 2018 installation. III.38, compared to the pear marked forestate VII. 1806, the 2018 elitina to \$1,000 cillient the increases was grammaticy due to greeth in booking from from accounts—into Child cillians. In 18,000 cillians to be greeth as booking from from accounts—into Child cillians. In 18,000 cillians to the greeth as booking from from accounts—into Child cillians. In 18,000 cillians to the control of the control of the cillians are accounted in the greeth period by the control of the cillians in the greeth period cillians.

are forms must of toyocoms for electronic transh discribed communications of the control of the first state of the first state

NAMEMICTION TERMINISTÉ SOCIITION DES ÉTIMA REMONDO FIRM ANÉMEMICIEN EMPÉRATION DE L'AMBIENT LA COMMENTAIRE DE L'AMBIENT DE

Sim force odel of terrandom for information tentionary continues tentionary continues tentionary approximately 12 mollium, 12%, from 6.9% stiller to 30% stillium. This increases we protectly artitionable to a mension in collection and tending, of the 15% decisions in the process of tending and tending the collection of the collection and tending te

calling, manage and compromiseive excepts, iso frame colling, general and abblications expensed increased 550 xillion, 18.0%, from hit million presently the to at increase in calenda and benefit and legal and provisional frame.

Observing Colomb, iso from operating anomal account file bilistics, 14 FM, take SISS tailling to (22) alliant, Obereting regions increased from 33 44 to 20,23 due to the increase in good base revenues of 10.44, while pro terms operating operating companies.

PROCESS INSINE. We force detended induce increased to willien due to higher belances maintained in the Coopery's short-cere investment accounts.

TIMES CORRECT. For family other expenses descended to million, due to a seasonism in the lowest family wantures in obtain the Company again an interpet amounted for under the explict metallic.

TOCOME PROCES. The DEC FORCE EMPERATION OF THE SHORM THOSE WEB \$320 MINITUM HOD \$320 MINITUM TO LINE AND EMPLOYED, EMPERATIONLY, THE LANGUAGE IN THE PROPERTY FOR FULL ENCOME FRAME CONTINUED OF WITH THE MEMBRISHED OF THE FORCES BEFORE THE PROPERTY.

NWC RACOIDOS. Dio forma nee corridage introspeed 001 0001/cm. 14.76, from 50 % minimum to \$180 million due to the increase in operating income.

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TEN THE QUESTITIZETYS AND QUALITIZETYR DESCENDED ARROT NARREY RESE

One Dompmay's expensive to satisfies a size relating gainstily to the announcement purefield and to the delements populse to AMP. The Company Boar and transactive the function because the continuants to concept streams that color floor closely member too eclosication between subsect these continuations. Individual colors are continued to the continue of the co

The indices one of the fragany is short than investmence are safety of principal; liquidary indirectioner past to write the first and folial investment of all evaluable founds for man, and folial investment of all evaluables produces are deposited and investment of a past and originates are deposited. Nutratas incompanioner, commanded paper and companion with generating those. If over these interest consider a reten owners, the last of the first owners are the interest of the first owners are deposited of the first owners and the first owners are deposited on the first owners are deposited on the first owners are deposited by a partial of the first owners are deposited by applicable on a symbol owners associated with shade to the deposition of the first owners are deposited as a first owner of the first owners are deposited as a first owner of the first owners are deposited as a first owner of the first owners are deposited as a first owner of the first owners are deposited as a first owner of the first owners of the first owners are deposited as a first owner owners are deposited as a first owner of the first owners are deposited as a first owner of the first owners are deposited as a first owner owners are deposited as a first owners of the first owners are deposited as a first owner owners are deposited as a first owner owners are deposited as a first owners are deposited as a first owner owners are deposited as

Scote term investments believes on all Broomber 21, 1299.

In addition, the Chaptury leve a floreding site indiscretive perphile in 1492 (the technological site of supported to 1, 1602 and 160

POREIGN COURSINGS MISK

The Dequery has martine foreign operations, primarily in North facilities, Semble and the North Advanced and Advanced and

#### MIN ACCOMPANY PROOFUNCIONNES

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In Scotic 129, the Arabica includes of Carillo Dubbas accomments to the Statement of Arabica in Statement in Statement

Obtained in the control of the contr

Solida consession and the consent innovance decreases. Pendens were sentimentally as place value of relations to the consent of the consent o

DFNDT0005802 DFNDT0005803

THE R. PROPERTY STATEMENTS AND PROPERTHENESSY DATA

|  | 5,44 |
|--|------|
| Report of Simon & Venney 650, Independent Auditore | 23   |
| Constituted Jelenos Shesse                         | 24   |
| Conspliatened stocoments of unsupe                 | 20   |
| Compolarished Statements of Clean Place            | 26   |
| Omicol idated scorence or Stocker deep Righty      | 5.7  |
| Notes to Compolaristed Financial Statements        | 2.5  |

DENDT0005804 DENDT0005805 SEPORT OF SERVER & YOUNG THE, INDREEDED AGENTURE

The Brasil of Circotors and Ethickhildors The BASKS Strup Holdings, Inc.

The house street interests in the normal polying connectifiated behavior election of the Sames Code Interests (inc. and indicately as of December 18, 1997 and 1998, and 1998 to William Commissions of connections of Commissions and Introduction Section 1997, and note Lines Commission of this Lines years in this pariod model December 19, 1997, these financial references are the exerciseDelity of the Commission Assumption of the Interests of Commission of the Commission of Assumption 1997, and the Interests of Commission of the Commission of Com

We conducted our auties in successare with generally energies whiching stembers. These standards requires that we plot out profess the minds to closely recommended and the standard reconstruction of the land of

In our upinion, the constituent timename, we consider streamed to choose species? In the constituent timename, we consider the constituent of the constituent of the constituent of the constituent of the constituent when the constituent is constituent when the constituent when the constituent which the constituent of the constituent of

EKOPE & 7000G-525

Delive, local January 10, 2008, except for some se, we no which the fact in Johnnary 20, 1908

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DFNDT0005806

THE SAMER SHOOT COLDINGS, ANT. CONSCIUNTED STATEMENTS OF INCIDENCE (In Phononada, except per chare assume)

|  | Ye          | 54.          |                    |
|--|-------------|--------------|--------------------|
|  | 1957        | 1996         | * 445              |
| SEASHORS   |             |              |                    |
| Plantonic in swell blanchation                   |             | \$ 1,151,791 |                    |
| untermation tacker/ogy selections                | NR4.472     | 589, 666     | 599,646            |
| fital revenues                                   | 2,784,647   | 2,823.987    | 1,323,835          |
| CONRUCTIONS EXPERSES                             |             |              |                    |
| Cost of revenues                                 |             |              |                    |
| Missternic Towel Distribution                    | 833,323     | 762,261      | 666,000            |
| leformation Technology Scientists                | 430.290     | 362.232      | 876,623            |
| delling, general and administrative              | 142,323     | 142,373      | 116,766            |
| focal operating expended                         | 1,475.836   | 1,255.186    | 1,175,494          |
|  |             |              |                    |
| OSSERGING INCOME                                 | 31.7, 764   | 326,801      | 380,425            |
| GTHSA VAYERR (FYFRAGS)                           |             |              |                    |
| interest income                                  | 20,591      | 12,292       | 7,225              |
| Interact especie                                 | (22,099)    | (27, 401)    | (6,000)            |
| Other - net                                      | 7,892       | (6,826)      | (11,614)           |
|  |             |              |                    |
|  | 16.840      | (20.946)     | (15,300)           |
| NOTICE PROPOSE DOGGES AND POSE EXCORD            |             |              |                    |
|  |             |              |                    |
| Texas<br>Very laten for the control takes        | 323,545     | 305,886      | 370,075<br>144,224 |
| Actor Carbon 100 Mariana Cabbia                  | . 23,256    | 113,383      | 144,274            |
| DET BARNINGS                                     | 6 123,353   | 8 100.374    | 8 725.651          |
|  | **********  | **********   |                    |
| ENGLISOS DES CLASSIS SUARS DALA                  |             |              |                    |
| Art forms parmanus ner compon abara              |             |              | 2 1.75             |
| and the control of the control of the            |             |              | 22223333333        |
| Stabilize per common situat, public and differed | 2 3.63      | 2 1.45       |                    |
|  | 222222222   | 222222222    |                    |
| Common vocated coed in the whore calculations    |             |              |                    |
| Sarin  | 120,343     | 130,696      |                    |
|  | **********  | *********    |                    |
| De3nhad  | 100,000     | 130,600      |                    |
|  | 11111111111 | 222222222    |                    |
| Pro Econos                                       |             |              | 255,694            |
|  |             |              |                    |

the accompanying notes are an integral part of these financial statements.

25

THE SHARM MACHINE FOLDENS, LOWE. COMBINEDWIND DELLARCE SHEAVE (In the numeric)

24

|  | December Ri.       |                    |
|--|--------------------|--------------------|
|  | 1399               | 1996               |
| XX8X1.8  |                    |                    |
| COSSION ASSECT   |                    |                    |
| CLASS .  | s 11,286           | \$ 16,992          |
| Short-bark investorate   | 673,620            | 426,946            |
| Accounts improvedle, cot   | 535,526            | 197, 915           |
| Receivable tron williagen  | 15,954             |                    |
| PropetO orposaxs   | 17,758<br>21,393   | 23,830<br>10,916   |
| Enforced Income taxes  | 21,038             | 10,316             |
| lotal current assets   | 87¢,162            | 694.528            |
| DECORPTY ACT RECORDS   |                    |                    |
| Buildings and lescohold improvements   | 811,997            | 298,740            |
| Purerhure, firmures and open puert   | 34.904             | 34,493             |
| derrice contract equipment dereuse against the | 595,956<br>395,987 | 595,592<br>256,896 |
| osteneor ograpowi  | 223, 187           | 230, 336           |
|  | 1,202,181          | 1,224,332          |
| less accomplated aspisalation and amortisation   | (721,027)          | (665,884)          |
|  | 561.667            | 151.667            |
| lotal proceed and aquagasat  |                    |                    |
| Other enasts, sat  | 46,229             | 33, 456            |
| 002AU A03NO S  | 2 1,000,000        | 0.1.257,993        |
|  |                    |                    |
| PINSTITUATES WHO BADOMY-OFFERS SOCIES  |                    |                    |
| COCKENT LIGITATES  Recounts possible   |                    | 5 96,622           |
| Normad compensation and mental benefits  | 8 96,693           | 55.667             |
| Coper accomed limitation   | 156.782            | 149, 15            |
| Asyable to affiliates  | *10,102            | 57,167             |
| •  |                    |                    |
| forel current limbilities  | 528,549            | 289, 327           |
| Setsand income taxes   | 12,354             | 43,300             |
| benefitte and other protections of benefitte   | 82,513             | 50,070             |
| Other limentities  | 30.330             | 16.693             |
| Debenture psysice to MMs   | 147,872            | 547-872            |
| Count treaths, and, countingers an   |                    |                    |
| STOCKFOCGRES PROCES  Scalegred Stock: \$0.01 per value: 20.000 charge authoxized; no charge insuel   |                    |                    |
| Observation at the control of the co |                    |                    |
| december 31, 1990; 22,396 issued and constantiat at becomes  |                    |                    |
| 71. 1226<br>Slass 2: \$0.32 par value; 137,375 Shares sounorized; 107,374  | 235                | 224                |
| issued and octataniting at December N., NSS: sed 1998  | 1,074              | 1.474              |
| Additional provincemental  | 597,939            | 591,555            |
| Retained earnings (defloit)  | 265,504            | (23, 552)          |
| case treasury shock at coct; 32 charas at December 31, 1997  | (1,381)            |                    |
| lotal secondolders' squity   | 752,200            | 160,662            |
| 107AL LISCELITTIES AND STYTEFFILDERS' ROTHY  |                    |                    |
|  | 8 1,521,958        | 3 2.267,063        |

This accompanying noise are an integral part of those financial endowents.

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DFNDT0005807

26

Table Season George Encounting, Table Condensation of China Condensation of China Condensation (China Condensation)

|   | Year Buded December 31. |             |           |  |
|---|-------------------------|-------------|-----------|--|
|   |                         | 1996        | *395      |  |
|   | 1949                    | 1996        | * 395     |  |
|   |                         |             |           |  |
| 09300C3NN A0001422283                           |                         |             |           |  |
| dur sarnisas                                    | 0 193,833               | \$ 230.374  | 8 223.851 |  |
| Additionable to second le met satisface so dank |                         |             |           |  |
| provided by passaging activities                |                         |             |           |  |
| Decreeistica and unrelication                   | 186,175                 | 164.064     | 271,472   |  |
| Deferred income taxes                           | (6,945)                 | (38. 146)   | 189, 8661 |  |
| (Altes  | 6,576                   | 5.575       | 5.565     |  |
| Changes in operating wassty and lightlities     |                         |             |           |  |
| Asserts vocalvable                              | 549,510                 | (58, 945)   | (24,946)  |  |
| Prepaid exocuses                                | 2,7821                  | (9, 299)    | (3,237)   |  |
| Dibar assets                                    | 151 41                  | 15.428      | (1, 923)  |  |
| Acciona compensacion ana intental benefico      | 14,147                  | 21.851      | 182       |  |
| Accounts sayshie and other sayshed lightliften  | 40,252                  | 76.226      | 19,662    |  |
| deceivable income and payente to arrandeed      | (38,026)                | 47.267      | 17,004    |  |
| Concine and other receptivement benefits        | 18,100                  | 4.110       | 5.7966    |  |
| Ciner Habilities                                | (4.245)                 | 5. 514      | (1,389)   |  |
| When Tabilities                                 | (4.245)                 | 5,514       | (1, 559)  |  |
| then provided by assessing activities           | 379,900                 | 415.541     | 225,959   |  |
| tives provided by observing accommiss           | C119, NO. 1             | 215,841     | 235,300   |  |
| DEVENDED AND EXCEPTIONS                         |                         |             |           |  |
| Adminions to property and equipment             | (210,120)               | [124,281]   | (166,818) |  |
| durcheum of store, term investments             | (4,782,655)             | (2,000,036) |           |  |
| Skiterities of share-term investments           | 2.628,030               | 2.481.108   |           |  |
| Other irresting activities, not                 | (41.688)                | 24.229      | 186.865   |  |
| firsteeds from cals of equipment                | 4.661                   | 33,582      | 5.169     |  |
| * *   |                         |             |           |  |
| Cash event for transmitting account these       | (385,677)               | (551, 969)  | (275,656) |  |
| STORM AND ADDITIONS                             |                         |             |           |  |
| Stab advances to williates                      |                         |             | (234,287) |  |
| Controbutores from efficients                   |                         |             | 244,660   |  |
| Distributions to affilleres                     |                         |             | (34).5071 |  |
| Proceeds from assuance of common stack          | 772                     | 584.009     |           |  |
| resounds from exercise of groot options         | ec:                     | 2.30        |           |  |
| distance to account the came about              | (4.964)                 | ***         |           |  |
| Sagments on Debagraph tassable to ANE           |                         | .533.337.   |           |  |
| SAPASSA OF PASSA SASSA SAPASSA CO SAS           |                         |             |           |  |
| Cash provided by most for: fipagoing            |                         |             |           |  |
| sectional by most tee. Industry                 | (552)                   | 57,298      | (365,208) |  |
| 10.1120160                                      | (33.92)                 | 271-20      | (2001200) |  |
| Secrete in tash and caca equivalents            | .6.7061                 | 178,8600    | vass.0031 |  |
| Cash and coch amovalents at bosineers of the    | ,K, 796;                | (10,003)    | ATRE/0937 |  |
|   |                         |             |           |  |
| period  | 15,992                  | 94.661      | 202,450   |  |
|   |                         |             |           |  |
| CASH 3007 TASH EQUIVADOODS NO 600 OF 100 PERSON | 2 13,256                | \$ 15,998   | 0 24,862  |  |
|   |                         | **********  | ******    |  |
| 2022049027AS CUSE CLOW ENDYGMANTON              |                         |             |           |  |
| Cach payments to alliliated for income taker    | 5 122,436               | \$ 128,332  | S 2x2,222 |  |
|   | *********               | MANAGEREE   | ********  |  |
| Occ. pageants to additioned for interest        | 8 24,628                | \$ 16.624   | \$        |  |
| • •   | *******                 |             | 2222222   |  |
|   |                         |             |           |  |

State Modern December 51

The prompanying modes are an integral part of these (incomin) meataments.

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DFNDT0005808 DFNDT0005809

THE SAMER GROUP LOLDINGS, 100. DOWNS WO TOWNSLIDATED STRANGERS SPRIFMENTS

105 Sabble 98002 E00201505, 1207. colonioración septembres ou strodisoluceser podora (In thomsands)

|                                | Class a<br>Common<br>Shoot | Classe 2<br>Connect<br>Strate | Additional<br>Fail-in<br>Capital | Rehainst<br>Scrotings<br>(Nefflott) | Stockholderin<br>Wee<br>Tuwerceer | The sensing<br>Still C | Io*a*     |
|--------------------------------|----------------------------|-------------------------------|----------------------------------|-------------------------------------|-----------------------------------|------------------------|-----------|
|                                |                            |                               |                                  |                                     |                                   |                        |           |
| Deleage at Serious 1, 1995     | 5                          | 3                             | ξ                                | 5                                   | 3 289,464                         | 3 5                    |           |
| Communications from additions  |                            |                               |                                  |                                     | 355,329                           |                        | 2101052   |
| dioor bations to affiliates    |                            |                               |                                  |                                     | (333, 507)                        |                        | (441,580) |
| Net savoings                   |                            |                               |                                  |                                     | 223,883                           |                        | X25,651   |
| Salarus at December 31, 1996   |                            |                               |                                  |                                     | 432,237                           |                        | 435, 135  |
| Dot paynings orler to the      |                            |                               |                                  |                                     |                                   |                        |           |
| Pergenizacion                  |                            |                               |                                  |                                     | 447,650                           |                        | 119,989   |
| Copibalization of the Company  |                            |                               |                                  |                                     |                                   |                        |           |
| in connectors with the         |                            |                               |                                  |                                     |                                   |                        |           |
| Reorganization                 |                            |                               |                                  |                                     |                                   |                        |           |
| Reclassification of            |                            |                               |                                  |                                     |                                   |                        |           |
| studicalder's het              |                            |                               |                                  |                                     |                                   |                        |           |
| Annathore                      |                            |                               |                                  | 232.257                             | (331,1871                         |                        |           |
| issuance of Debenbars          |                            |                               |                                  |                                     |                                   |                        |           |
| payable so AMA                 |                            |                               |                                  | (880,055)                           |                                   |                        | (355,555) |
| Transfer of tixed assats       |                            |                               |                                  | 160,431                             |                                   |                        | 159,489   |
| Other                          |                            |                               |                                  | 40,254                              |                                   |                        | 18,251    |
| lecours of 33,430 chares of    |                            |                               |                                  |                                     |                                   |                        |           |
| Clase A Common Stock in        |                            |                               |                                  |                                     |                                   |                        |           |
| initial public offering        | 2:2                        |                               | 588.857                          | ***                                 |                                   |                        | 184,003   |
| Recretellication of enemes of  |                            |                               |                                  |                                     |                                   |                        |           |
| course steer beld by Ask       |                            |                               |                                  |                                     |                                   |                        |           |
| anto 407,274 charan of         |                            |                               |                                  |                                     |                                   |                        |           |
| Chass 2 Common Stock           |                            | 2.074                         | (1,074)                          |                                     |                                   |                        |           |
| loomance of tee charge of      |                            |                               |                                  |                                     |                                   |                        |           |
| Chass a domina deach           |                            |                               |                                  |                                     |                                   |                        |           |
| purauant to stock option       |                            |                               |                                  |                                     |                                   |                        |           |
| out materacted stock           |                            |                               |                                  |                                     |                                   |                        |           |
| incentive plans                | 2                          |                               | 4.202                            |                                     |                                   |                        | 4,104     |
| Net earnings subsequent to     |                            |                               |                                  |                                     |                                   |                        |           |
| Recognosanti an                |                            |                               |                                  | 89,884                              |                                   |                        | 67.426    |
| unascitud quin an investigata  |                            |                               |                                  | *2                                  |                                   |                        | 14        |
| Selanna at December 31, 3955   | 234                        | \$10.74                       | 391,885                          | (23,352)                            |                                   |                        | 569,543   |
| žet samings                    |                            |                               |                                  | 100,853                             |                                   |                        | 100,555   |
| Accompliant of the population  |                            |                               |                                  |                                     |                                   |                        |           |
| liability from ARR             |                            |                               |                                  | (12,120)                            |                                   |                        | (12, 335) |
| Decouped of 45 shares of       |                            |                               |                                  |                                     |                                   |                        |           |
| Shace A Common Stance          |                            |                               |                                  |                                     |                                   |                        |           |
| purcuenc to stack option,      |                            |                               |                                  |                                     |                                   |                        |           |
| stick porchars and testiloted  |                            |                               |                                  |                                     |                                   |                        |           |
| stous incentive plans          | -                          |                               | 5,054                            |                                     |                                   |                        | 2,555     |
| Inpateshous of Company stock   |                            |                               |                                  |                                     |                                   | (1,000.                | 1,966,    |
| Unicalized gaid on investments |                            |                               |                                  | 35                                  |                                   |                        | 5.5       |
|                                |                            |                               |                                  |                                     |                                   |                        |           |
| Dalanca at Besetber 21, 1999   | \$ 225                     | 3 3.074                       | \$ 500,000                       | \$ 164,000                          | 2                                 | 2 (1,964) (            | 759.288   |

the accompanying names are an integral part of those financial engineers

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TAS SAURE GROUP HODDINGS, TAC.
SOTIS NO CONSOLIDATED DINIOTERA SPETEMBOLS (MONOCKARD)

DEPENDIATION AND AMOSTICATION . The Company's improvious and anoshization yellows als as follows:

angerry and Ingespeeds : secreting Markon, contract entiques Computer entiques Markotave and Fishtrier Leaston's Hyproceacht Coptialized without Auto-Apolitis 40 years 5 to 5 years 5 to 5 years 5 to 5 years 5 to 5 years 1 to 5 years

nor handen Intermally developed pottware | 1 to 3 years

Property and opergraph are absorded them have accordated depreciation and assertantian, which is observed as the manages like beaus decision contract, explored to raises of Universe provided pricestly no momentum or a small, improved once of property and engagement to taked expressionable of the provided contract of property and engagement to taked expressionable prices of the provided contract of property and engagement to taked expressionately 0.178 engagement of the provided contract of t

the borton advanced. The Company provides electrons travel discriminates excited entirely 25 AVENUE community assembling entirely, and if the largest privately country of AVENUE community assembling entirely, and if the largest privately country of the largest pri

contracts are recognized on previous to the contribution to said and the Companies of the contribution to said and the Companies in the tarvet inducer; and other inducers workfords to said and companies in the tarvet inducer; and other inducers workfords community of the contribution o

INCOME YANGS - The entries chapaterup the Company was included in the composition of deleted income may recent of Ann Orien to out; 2, 1000, where the teach of a new constitution of a new members of the control of the company past and a member specific to the Company that all the company in the control of the Company in the control of the Company in the company in

success and administration of the department of the observable properties of the department of the observable properties of the observable properties of the observable properties of the observable overage for a best indicated overage for the observable of the observable observable of the observable observable of the observable observable observable of the observable observable of the observable observ

Seebass Excessionates

The Galactic Computationary Line, is a studying integrate, the color distinct candidaty as the dealer order, while, gastesian in one becommissionary in the additional processors to the Decaders of th

moves, an opening ortholoxy.

do Outy 2, 1985 a 2888 according to a surfaceout of the Assist Occap the Surveyorderout. As pure of the Assistance on the Ocean was according to the Surveyorderout of t

To composition with the Thorpgonian violent of only 5, 1998, the Copposy Januard 1,000 planes in Leasen thought planes, which is company januard 1,000 planes in Leasen to the Copposy januard to the Copposy januard position of the Copposy januard 1,000 which we did not statistical public of feature (i.e. of Diseasen) of 12,223 (00 which we did not statistic public of feature (i.e. of 12,223) (00 which we did not statistic public of the proceeds to the frequence of approximationally 1335 and 110 m. where the continuous superior of the Copposy which company the company for the company which we describe the company of the Copposy which we describe the company of the Copposy which we describe the copposition of the Copposition of

concernedly with the Offering, the 1,000 charts of thoses stock held by add were cocharacted into 107,275,000 source of Class a Cascal Scool of the Cocpacy, See Note 9.

SINNAMES OF CIGGIPLENESS WISHOUSELED POLICERS

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COMPOSITATION - KIL cigalifers arrounce and transactions aroung the conceiler of exercise toom been absoluted. For Florancial vaporting manager for performing the endoughted expectation prior to the endoughted tool, the Metally concents of an arrowance for performing the endoughted to the endoughted and the endoughted around the

CASC ADM DISELECTIONS - Secure of the Secreparaterion, the Company's case and make equivalent years bold for the Originary by consider. Such and case equivalent was inocclared probability of the control of the contro

a compositived reterm.

DENDT0005812 DENDT0005813 CLE SABRE GROUP LOUDINGS, 190. DOPSS VO CORROLIDATED STNANCISC SPATPMENTS (CORRELAGED)

Except the contain these specified in the the Sinting Agreement, and generally intuine any personal task benefit comproments, and receipt electronic and receipt electronic and receipt electronic partial between the personal containing Agreement also guarant and temperature after the accordance to the personal containing Agreement also guarant and temperature tipes or a major disputer evident and execution.

SESSION APP DOWN/PORMY CORP? All traces in the software development process which are observing an extension and development traces are superand in the development traces are superand as tracessor until tracessories (formation type before control instead, once tracessories) to control and place to control and required and in the processor in the control and required and in the processor is ready for successor and development visite approximation of the control and development visite approximation to control and the control and development visite and the control and the control and the control and development visite and the control and the control

Conceptualisin of coccut 2000, the Company's subtones was primarily located to the Noticel Service, Journey, Newdo and Letter Accesses and and consensuration in the travel located; and letter and anomalism of the travel locatery, approximately 700, 383, and 180 of sevenese in 2009, 1000 and 1000, company personally does not remove occurry the resolutions of AMS. The Company personally does not remove occurry or constants from the constants are a constants of table. The thinguist or contained in 2000 the constants was a constant of table. The thinguist or contained on a Universe for the view of opportunity of 2010 and 18 or colling to be constant of table to be constant of the constant of table to the constant of the constant

use of defined is. The generation of these firement streamers is wantered yet the property of these firements streamers in wanteredge eith probability designed constanting enterphies required the strength of been no necessary and managing made in management. Actual product outlot differ from those outliness and amongations.

PRODE ADMAND AND COMMOND. The Chaptury amonasts for phosphare amonasts and options charactering excepts of MAS second cod proofs reprint graphed to replayees plant or one Anonymeration for the continuous MLA accounting Schwerzber Stock Speakers. The Anonymeration Stock Speakers are supported to the Chapture of the Chapture Stock Speakers appeared for the Chapture of the Chapture

PRODUCTION OF CONTROL FEACH. This per forme consisting per offers data is excluded as a control feach (1.20%) off control feach (1.20%). About 65001 fished in the control feach (1.20%) off control feach (1.20%) of control

In 1997, the Observed Astronomial Standards New Liesuac Standards No. 120. Berndags The University Endoment IVI exclicated the relaxifiation of privacy and ININ different workings per dome with basic and different entropy per share, while previously experted privacy securious per share, excit corrupts part securicated. In these exclicates are stated as a second control of securities. In these exclicates are stated as were circles to the first processing the will exclude have been topocorted, and share unpropellate, sections to continue to the Control of Angeline and State unpropellate, sections of continue to the Control of Angeline and State unpropellate, sections of continue to the Control of Angeline and State unpropellate, sections of continue to the Control of Angeline and Angeline and

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THE SABRE GROUP LOUDINGS, 200.
NOTES OF THEREDICAL STREETHEN'S HERRITHED.

DBN MOTIFICIAN PROCESSING TO THE PRINCIPLE OF PROMISED ACCOUNTS OF THE PRINCIPLE ACCOUNTS OF THE

aim is will aske to hapen on the "happayer coults of operation."

Aims is Just 1975, hapen on the "happayer coults of operation store beginning to see the property of the pro

In October 1987 Dis American parketts of Cortified mills Jacomethyne Lound Databours of American (1980-1980, 2012, Software Sevenue Cortexpolition of American Cortexpolition (1980-1980, 2012). Software Software Cortexpolition (1980-1980) and Cortexpolition (1980-1980) and Cortexpolition (1980-1980). Software Cortexpolition (1980-1980) and Cortexpolition (1980-1980) and Cortexpolition (1980-1980). Software Cortexpolition (1980-1980) and Cortexpolition (1980-1980) and Cortexpolition (1980-1980) and Cortexpolition (1980-1980). Software Cortexpolition (1980-1980) and Cortexpolition (1980-1980) and Cortexpolition (1980-1980) and Cortexpolition (1980-1980). Software Cortexpolition (1980-1980) and Cortexpolition (1980-1980) and Cortexpolition (1980-1980) and Cortexpolition (1980-1980) and Cortexpolition (1980-1980).

1. SHOWE TERM FAMILY WHENCES

short-cere resistants courier of the thousander:

|  | december st,                            |           |  |
|--|---|-----------|--|
|  | (441                                    |           |  |
|  |   |           |  |
| Greenight investment and time deposits | 87.5%, 59.3                             | \$ 55,848 |  |
| Compuesco motos                        | 245,540                                 | 288,435   |  |
| Montpurpor                             | 281,355                                 | 50.027    |  |
| U.S. Viewcucles                        | 35,227                                  | 30,130    |  |
|  | *****                                   | ********  |  |
|  | \$573,620                               | \$426.740 |  |
|  |   | ****      |  |
|  | *************************************** | *****     |  |

The following table summerized about them: Investments by contractual materials of Doctober 31, 1927 and 1995, (in formación):

| -327        | 1000   |
|-------------|--|
|             |  |
| 8.146.640   | \$294.789                                    |
| 347.:10     | 86. x L4                                     |
| 59. **64    | 58.927                                       |
|             |  |
| \$593,625   | \$426,945                                    |
| 00000000000 | EEECCCC2223                                  |
|             | \$446,540<br>\$47,010<br>49,764<br>\$593,625 |

Jackhamas (investments, still is weign one consisted or evenlable-tow-sile in accordance with debended to Dissocial According Sandards to, 150.

According the district Gode and Reputs Securities, assessment and of this walls touch our market spokes. These were no significant materians becomes contract one in district, and the contract form of securities for value to December 10, 1909. Or have load data and consec, all of tenting the contract cases, as intimited or an adjustment or accordant base against More have increased as weight a second for the second form and of each class.

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THE SACRE GROUP SCHOLMEN. THE.
BOILD BY ANDOCHEMIST SERVICES (FORTERED)

4. PENANCIAL ISOTADMENTS AND KISK HARAGEBER.

To radiuse its exposure to intune exchange rate fivorum. Find, the company may onter such density correspondences of agreements. At december 30.1997, no ruth agreements were constanting.

taining 10%. Phi Coppey withcome that containing part ope for agreements that sentiated in the temperature of golds of approximately 51-b billion as of boundary in 10% (about the options are acceptanted as a expension of temperature. The copperature of the proposed of temperature. The coppey feet was bold or associated as a copperature of temperature.

s. Commis Schwern Caron tonsingvinns

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The Company used approximately first million of the new growests from the Offoring no region a portion of this debouture held by AMK.

The increase have not the Decembers to bessed or the major of the London intervals Objects and Luddle faths that warright determined bessel on the Carbo faths that warright determined bessel on the Carbo faths that warright extensive open the Carbo faths and the Carbo fath registral. The Intervent was to adverturate neutring and areas between the properties were representative to adverturate neutring and arrows further to propose when the properties were controlled between the Carbo faths and there is the controlled between approximately expectations are provided and properties and could not in past as any inherest proposes. The controlled between approximately expectations are provided to the country of properties.

smoother ADD Equipment of the properties of the second constituted collecting, functions and frathers in addition to those document shows to the Doppey such as original cost of specialized years as Lillier can be at those value of 200 million, burge they been becomed to the second some surface of the properties of the second some second som

APPLYATE ACCEPANCE. In correction with the Sourgenization, the Company may estered from occupie agreements with ARC and its affiliates the "Coffiling Agreement", which was discussed below

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CAL SAURE GROUP ECCLINGS, 190. SOFES VO CORROLIDATED STNANCISC REACEMENTS (CONTENTED)

IDMINISTRATION CONTRICTION ASSISTED ADDRESSOR. - The Curpust to party to the interestion Periodicularly Chartenes agreement with Assistance cered using a, 1200 from Terministry electron tag research, no periodic services an entit mention interestion terministry destricts agreement agreement to apply the streamful automation terministry destricts. Support agreement to apply the streamful terms of the Technical Description Agreement of of marriage 1, 1200, 700 them town the time Sentences of the Technical Description Agreement of the Technical Section 1, 1200,

the feedbastopy standard hyperment particular for animals passe edjectments. We contain the feedbast particular the feedbast particular to feedbast particular to feedbast particular to feedbast particular to contain the particular feedbast particular to contain the particular to the feedbast particular to feedbast parti

Color Statistic veceptions, uses the beausology Salvieus Agreement the Company will be restrict to be the service possible of all information to be the service possible of all information to the convertible of the Company to American Consolidately paint to the convertible, for Technology Salvieus Processor. Any was information to the convertible, infinitely most the split included development develope, improved by American can be entered to American consequent vectors, improved by American can be entered by American can be entered by American can be companious. And Company was the right to be all in will have determine for which and consequently and the Company was the right to be all in will have determine for which approximation of the Company was the right to be all in which have been provided and the Company was the right to be a considered to the American and confidential ways that is in contently sectioning in its contently.

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Security 2, 2000, were constructed the technology services approximate the technology. But does not, according that he explice to pay approximate the technology and the explication of the explin

decording Agreement or pay a proportionate hardware to the consistency of the addition, which emangement shoulders, throughout will odd in a validation of 4.99, and therefore have overhead each as agreement presence to doubt ASS and decision amongs to consistent materials reviewed, introduce two additions an extraction of the consistency associates. The Company is a variantly provider of their provising and another described as post-and-contribute application and the first review of the material decision of the contribute and the contribut

Specification of a 25% NVM and 1777.

Machinestic Colorible Administration of the Chaptery and Association and partials to a Recognisers Services Agreement, and the Colorible Colorible Administration of the Colorible Colorible

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THE SAME GROUP LULLINGS, INC. NAMES TO COMPOCIFATION SUSMICIAL PROPERTIES (CONTINUED)

Booksticol 00022201100 Kiscommon The Company and American are pusting to the detending Companions Section 2018. The Companion Section 2018 of the Companion 20

obligations the contents of th

The Continues of 500 million. The Company, 200 and Bourland have necessarily dependent of the Continues of t

scould be an engregious exceede Démand by the Ocepany.

1807E. ANTENDED - The Ocepany and Associace are parties to a threed Demandage approaches the deal oddy at 1906 the Proceed Demandage and Associace are processed as a second processed of the Associace and Associace are also as a contract three of the two conditions of the Associace and Associace

The Jaguary and Americas, are also pathway to a despotate Travel Agrocent acted (Mg. 1, 1000 am emiliary does 0), 1998 (the "Outputch Travel") apparent of the property of the Company and the Company of the Company and the Company of the Company and the Company of the foreign apparent of consideration of the Company of t

The partice egrand to apply the financial verse of the Tanwel Grimileges Agreement and the Computers Found Agreement an of January 1, 1986.

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cost of providing the corridor plus a wargin. The purview agrees to apply the financial tence of the Management Gerofoep Agreement we of January 2.

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THE SABBE GROUP ECCLERGY, IDC.
MARSS OF THESE STRAIGHT STRANGERS SPRINGERS FROM THE

SOURCE TORONAL TRAINING AND ADMITTION AND ADMITTIONS OF THE CONTROL OF THE CONTRO

on American and Silventical 21, 1997. In Section 21, 1997, the Configuration was a fine control of the Configuration and the Configuration and the Configuration and Configura

SEVERACE FROM AFFILENCIES - Personne fine Roser, com and buses succidiaries of ANN ever bloom hillion. Save million and buse cillion on 1997, 1976 and 1989, imagencially.

Down, respectively, seemed rely, seemed as a seemed on the respectively shown and make their metastances of the two comes awards engineering seems and the comes awards and the seems are seemed as a seem of the comes awards and the seems are seen as a seem of the seems are seen as a seem of the seems are seems of the seems are seems of the seems are seems as a seem of the seems are seems as a seem of the seems are seems as a seem of the seems are seen as a seed of the seems are seen as a seem as a seem as a seem are seen as a seem as a seem as a seem as a seem of the seems are seems as a seem as a seem as a seem as a see seems as a seem as a

TOO PADEM RESULT COCCULOR, AND. SCIES TO CONSCLIDATED PLANTIAL STRIBUTATO (CONTENDED)

|   | Zenn Woled December 27, |           |            |  |
|---|-------------------------|-----------|------------|--|
|   | 6457                    | 3.456     | 2595       |  |
| Amp' symm becomists                           | \$ 55,955               | g 85,558  | \$ 60,743  |  |
| Partities remeal<br>Outloting contemption     | 3,556                   | 12,126    | 20,369     |  |
| flungement norviscu                           | 11,2%                   | 19,119    | 16,500     |  |
| Obser administration costs<br>Number sections | 3.799<br>•7.628         | 14.767    | 11.377     |  |
| *****   |                         |           |            |  |
|   | S 646, 690              | 5 145,655 | \$ 154.774 |  |

4 ECOSOTES SANAMEN CLASS

resconses absolve does view or 20%, imbrasisticity all ampliques of the foregony was uliquide to participate in American regardation defined benefit project of the forest can filled. In marriage all an provider constitution provides the participate in American all an provider constitution as well appropriate applying benefit of their benefit restrictions. Once unabulated such employee portain project in this plan was decomposed based upon employee becomes and aget without or the benefit of the such as a property of contains a provide and the contains the contains and the contains and the contains a property of the contains and the contains and the second of the benefit in both is view approximately see without and to secondary higher soft and of other markets of their more defined and applicable contains and contains and of the markets of their resolution of an applicable contains and contains and the contains of the contains of all places are all the property of the company of the contains of the protein of the contains to appropriate of the company.

Effortive Agreev 1, 1997, the firetery ortablished the 68022 Group decisioner Man, the 1003271, a thicked contribution plan qualifies under societies 30 or a thic forcests Asserted 40 of 200 (the 60041). Upon sequelibrer, enhanced 1001 pages 1000 pages 2001 pages

The Company contributes a leaf of each partialpacing copilizes a base pay to the Copy of t

the state does state attraction. The minimal engineers where one age or an under the encourant when we con the responsibility of the images countries are controlled in the encourant was a controlled an engineer of the images countries. The controlled in the encourage was common advantage controlled an encountries and the encourage was a controlled and encourage with the encourage was at the encourage with a finite controlled and encourage was at the encourage and encourage was at the encourage and enc

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TOTA SAMBE GROUP LALLIANGS, INC. REPORT TO COMPOSIDATION SUVANCIAL REPORTMENTS (CONTINUED)

Cottain majoyee of the Company ceeting specified cilezza how sleeced to reside at the leveline has for cocile Photographics 2, 1990, and see in the 1991 per service and townsees in cospeciation from a interpretable content of the c

in Ortober 1889, the portion of the American Plan applicable to employees of the Orphing see special on the tow, as the date of specially, the matchigation certifornishe to the tow temperature portionation to the company a represent protection for the American Plan, a liability of oppositionability for ellibox, was changed to structure for guide, and of the decrease hower of approximately \$8 million.

Total crisis for the pair sided therefore to, this for the LDD park (%). thousands:

| Out parinism pergion cost                        | 020.000  |
|--|----------|
|  |          |
| Neb sanitizacion amo daferral                    | 1,046    |
| Return on woods                                  | (33.677) |
| laboration code on projected sendil obligation   | 10,006   |
| Service cost - benefits exceed during the veriod | \$ 2,640 |

| Vested benefit faligation                      | \$ (59,078)    |
|--|----------------|
|  | **********     |
| kurumulaced benefit chilication                | \$ (60,674)    |
| Kiffern of forers salary increases             | (RE.600)       |
| Projected becefit obligation                   | (259.380)      |
| Plan assets at fair value                      | 92,518         |
|  |                |
| crojected beautin obligation in excess of plan |                |
| ueceba   | 157,0821       |
| Direcopaged not loss                           | 32.266         |
| Unrecognized print service corts               | 242            |
| Unrecognized transation seece                  | (1631          |
|  | FFFFFFFFFFFFFF |
| Account panules cost                           | 3 (54,037)     |

the Company's funding colley is to take contributions equal to, or in execut of the various funding regimescute of the teployes, decirement morne decarity Act of 1974.

When we set consist principly of cathal and energy canaged by  $\kappa$  worldlary of ARK twisted is debt and equity securities.

The projected usualite obligation was calculated using a ciccount talk of 1.234, a rank of sound longerskings increase of 4.00, and an experted long-term talk of setumn to assets of 0.000 at Leonaber 41, 1009.

long beam sales of extens to asserts of 0.000 at Leonador 11, 1000. In addition are providing sprotted basedon, conscious gravity, exercise a basedon as a second providing sprotted basedon ones and life increases secrific to active of entirpoint. The second of booth ones beamfold in limited on Histories assumes on outfliers in the plant substantially 210 copyrages of two Company may become objective for those Posertors it can contribute study life of the contribute of the con

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approximately is willion. The original energy discuss: note does an exclusively the woodseleted posteriorement benefit obliquefor who wilst in 1997 and 3.75% or 1995.

THE SABBE 62009 LOLDINGS, 200.
DOWNS NO COMMODINATE STREET, SPREETS (CONCLEGED)

Petrament to the Tower Distribuyer Squeeceast, the Company is activated to proceed a process of the performance of the performa

Included in septomer beastits in the teble is Note 1 are the following met other positerisesers beastit tosts for the years ended december 31, 1977, 1900 and 1954 (in thousands):

|  | feet Er    | fenc Ecded December 21. |            |  |
|--|------------|-------------------------|------------|--|
|  |            |                         |            |  |
|  | 1997       | 1006                    | 1995       |  |
|  |            |                         |            |  |
| Service cost benefits earned during the period                       | 63.092     | 24.170                  | 53,620     |  |
| interest that on accumulated other contradirement baseful obligation | 3,302      | 6.063                   | 2,420      |  |
| RECORD ON ANIANA   | (440)      | (556)                   | 11.60      |  |
| Not accremation and delegral   | (4€3)      | (5.6)                   | 11.99)     |  |
|  | 2222222222 | 222223333               | ECCCCC2222 |  |
| Net odder postretaramere benefit cost.                               | \$5,560    | 59,735                  | \$4,750    |  |
|  |            |                         | ***        |  |

The following takle commonities this funded obtain of the place reconciled to the account posturitiement behavior. Labilities recognized in the accompanying backers electrons this countries.

|   | Yerencez 31, |             |
|---|--------------|-------------|
|   |              |             |
|   | 1390         | 1396        |
|   |              |             |
| Recurees  | \$ (300)     |             |
| Pully alignable accive certifications                           | 10.0141      | ≤ (4.930)   |
| Other active participation                                      | (40.770)     | (17.601)    |
| Authoritaced other postretirecent benefit unligation            | (55.983)     | (12.581)    |
| Flax assect at fair value                                       | 5.532        | 4,44%       |
|   |              |             |
| Accomplated open postraturement exect to brunching is excess at |              |             |
| plan assets   | (44, 345)    | (20,741)    |
| Onrecognized net gain   | (9,235)      | (10,100)    |
| Unrocognizat print corries banatut                              | (1,500)      | (1,730)     |
|   | 333333447777 | 11111111111 |
| Accrued other postesticement benefit nows                       | 5 (55, 256)  | \$150,070;  |
|   |              |             |

Distributed occupied primarily of survey fund shows surveyed by a subsidierr of MS invested to definite spatty accurations the top occurrences assistance and this inaccesses behalf its functions.

care and like insectation orders.

Not of bounders the set and like like potential and result care from the core work order in set and the set of the set of months of the set of months of the set of months of the set of

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Community Tolerand Lamban the Linkilley Met deformed that wennet (2105/17/17) 5 4,718 TWO SAMPE GROUP COLLOWS, DRC. 20055 OF AUTOCIDATED SINDOLLA STOTEMENTS (PARCIFORD)

9. INCOME CALCE

The provision (becefic) for income taxes in as follows the chomeshus,:

|                           | Year Andred December 31, |                         |            |  |
|---------------------------|--------------------------|-------------------------|------------|--|
|                           | 1007                     | 1936                    | 2496       |  |
|                           |                          |                         |            |  |
| Discourt potation         |                          |                         |            |  |
| rederal                   | \$ 325,835               | \$ 180 <sub>4</sub> 77m | \$ 133,575 |  |
| State.                    | 5,466                    | A7,888                  | 22,3366    |  |
| Foreign                   | 5.553                    | 2,544                   | 2,098      |  |
|                           |                          |                         |            |  |
|                           | 222,314                  | 142,376                 | 136,500    |  |
| Deferred position:        |                          |                         |            |  |
| Pedera?                   | (23,241)                 | 000,4000                | (11.792)   |  |
| Stece                     | 11,412                   | 434                     | (593)      |  |
|                           |                          |                         |            |  |
|                           | 111,722                  | 123, 1241               | (12,398)   |  |
|                           | ******                   |                         |            |  |
| Votal providice for taxes | \$ 320,796               | 5 110,285               | \$ 144,224 |  |
|                           | ecccosss.                | eccentary               | ********   |  |

The provision for income wasse differs from ensure computed at the charactery federal income tax sate as follows (in Leonagaco):  $\frac{1}{2} \left( \frac{1}{2} \left( \frac$ 

|                                   | hear Ended Econoper 92, |           |           |
|-----------------------------------|-------------------------|-----------|-----------|
|                                   |                         |           |           |
|                                   | 2,957                   | 3,556     | 3,335     |
|                                   |                         |           |           |
| Madatary income the providion     | \$113,298               | \$107,830 | \$123,528 |
| Stero rooms taxes, net of federal | 2,865                   | 11.298    | 13.581    |
| cenef_c                           |                         |           |           |
| Arrign top gradat                 |                         | 241       |           |
| valuation allowance               |                         |           | 449       |
| This, not                         | 716                     | 9.6       | 444       |
|                                   | ********                | 2221111   | 2222222   |
|                                   | \$123,796               | \$223,252 | \$140,224 |
|                                   |                         |           |           |
|                                   |                         |           |           |

The components of the Company's deferred ban assets and Mabilities as of because 31, 1999 and 1996 were so follows (in thosewader:

|  | 1.76%     | 1396       |
|--|-----------|------------|
|  |           |            |
| Deferred has mesecu:                   |           |            |
| Annies' expenses                       | 6 31,621  | \$ 32,011  |
| haployee benelite other than pencions  | 21.201    | 29,727     |
| pofessed xavenue                       | 14.778    | 4,977      |
| Penalan akkingstions                   | 15.327    |            |
| State per operating loss corrytorwards | 93.4      | 2,754      |
| Otoez                                  | 4,525     | 0.17       |
| World deferred tax eccess              | 86,025    | 67,308     |
| DoFazzad vapo liubilitias:             |           |            |
| Departmention and amortemetros         | (50,800)  | (55,538)   |
| Obbez                                  | (16,503)  | (6,662)    |
|  |           |            |
| Total deferred tax liabilities         | (97,338)  | 160,4391   |
|  |           |            |
| Net deferred for asset (Limbility)     | 0 8,735   | \$ 10,0000 |
|  | eccenno   | ******     |
| Current deferred library tax seses     | \$ 21,000 | 8 40,940   |

\$ 2,030

DENDT0005828 DFNDT0005829 THE SAMBE GROUP ECCLINGS, IDC. NAMES OF THESE LIBATID STRANGES, SPATEMENTS, FRANCESHED.

#### a. COMMITTENESS AND CONTINUESTIES

Operation newwise constructs with significant authorithmse contain booking the productivity classes and other provisions child allow observables to incode various womans of adaptional supplication and inter-confident from the Dappay at no not, to the observables, the Company amendation lightlering for Except containments we can absorb how service their the application contribution of the contribution of

On addy 1, here the company entered then an operating been optomore with add for certain fewfiction and abb modifical for adjust the adjust on the indigent and undispensive many makes certain its sevent to demonstrate company. Also are addy 1, here for the foregoing a first feedful and the company and adjust to the company and are feedful and a first feedful and a

|                          | Afficiantes | White Parelos |
|--------------------------|-------------|---------------|
|                          |             |               |
| Year ending December 51. |             |               |
| 2598                     | \$2,996     | \$17.211      |
| 2999                     | 2,321       | 33,536        |
| 2000                     | 2,283       | 8,635         |
| 2002                     | 1.740       | 5,343         |
| 2002                     | 1,740       | 1,220         |
| resevouttor              | .0.6.6      | 21,032        |

Sentu. expense, exclusing facilities ranted from efficiency, was approximately for emission, 840 efficience and New Million for the years ouded December VI. 1999, 1998 and 1996, corporationly.

The Coopery as involved in certain disputes arising in the bosed course of business. Although the officials resolvation of those scatters cannot be thousandly contrasted to that them, consequent focus on settings the they will have a cannotal abbasic estimates the financial resolution or constant of specificion of the Simparo.

The northwested coaffeet attack of the deepany consists of 100,000,700, who of Class A Chance Josef, par value (102 per 100ate, vol.175,000 posters (100a) Chance shows per value (104 per 100ate, vol.175,000 posters (100a) Chance shows per value (100 per value) to the value (100 per value) and Denastas (11, 1007, an value) of per value (100 per value) and Denastas (11, 1007, an value) of pertained volue (100 per value) and Denastas (11, 1007, an value) of pertained volue (100 per 100 per 10

systems of the part value (2.0) per vesse, the of demons (1.12), an assume of partnarial values demons then toward. It is unidate of Thank a thomas demon and there is demons think gusterfully have internated topics, owners that considers and those is demons through the consideration of the partnarial values are assumed to the partnarial values and the partnarial values are the partnarial values and the partnarial values are the partnarial values and the partnarial values are demonstrated as a system of consideration of these themselves to the partnarial values are the partnarial values and the partnarial values are the partnarial values and the partnarial values and these themselves are these themselves are these themselves are the partnarial values are the partnarial values and these to formats there persents as presents as partnarial values are the values are the partnarial values are the partnarial values are the values are the partnarial values are the values are the values and the values are the values and the values are the values of the values and the value of the values and the value of the values and the value of the values and the values are the value of the values and the values and the value of the values and the value of the values and the values are the value of the values and the value of the value and the value of the values and the values are the value of the values and the values are the value of the values and the value of the values and the values are the values are the values and the va

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THE SAME GROUP LANDERGE, 100. DAMES TO COMPOSEDATION SURVICEDE REPRESENTS (MONTEUROD)

to increase the authorized shared of any class or schoolse the drestion, authorized the drestion, authorized account of any describben convertible into an annealor or options to a coupler, channel of any one foreign the account of specimen of shoot are depended by the afficienties how of the bodded of a sejection of the countries of any option of the countries of a nearly class.

Militarine or of the first time of which are common to be the beneficial neutral of an appropriate of all later is requiring to the modify general place of the containing time of the

delicin of these A deemen broad and class a tempora around will obsta in an equal assume per same in my distributed declares by the decad of Diractors, subject to any professorial rights of any contrading professed stock.

whileto to any professoration regions on these of these processors considered and the provided whose, one above, on these processors are considered in a processor of the considered processors and the processors of the considered processors are provided as the processor of the considered processors are processors. Some of these processors are processors are processors and the considered processors are processors. Some of these processors are processors and the considered processors. The processors are processors are processors and the consideration of the consideration o

Clare A Constant Proces upon the conservement of much therefore Epin Cet.

Philoding a Year Price Digit Cet., phases of Clare D Constant Science could be interested and as a Clare D Constant Science could be interested in the Centre of Constant Science and Centre of Constant Centre of Centre of Centre of Constant Centre of C

On Highidation, closelesson or violing up of the Company, after payment in found on the secondar regions of to be could find not of preferred stock. If any, All Volders of common stock, requestless of these can entailed to chare stability in any econds available for distablishing to boloms of success of common secondary.

Ro searce of minima, class of common storic are subject in indeption or have premyclos rights to provide another success of common storic.

In 1997, the domin of Directors authorized, occlect to certain bodiese and market conditions the process of up to 3.5 statler observe of the Company's Class & Company Statler observe the process of the condition of the conditio

THE SAME GROUP HOLDENGS, INC.
NOTES WE DESCRIBE PRINCIPLE SERVENCES: (MENVENCES)

### 10. PTOUR ANARDS AND OPTIONS

refor to the Offering, officers and key omployees of the Company work subjects, under ANN 1998 Component November 2014 The Mark 1998 Component November 2014 The November 2014 The State 2014 The State 2014 The November 2014 The State 2014 The Stat

nature, par value to par value, of ABS Frake denoce standing.

In company were useful 2019, for a least of the company were useful 2019, for a least of the company were useful 2019, for a least of the company were useful 2019, for a least of the company were useful 2019, for a least of the company were useful 2019, for a least of the company were useful 2019, for a least of the company were useful 2019, for a least of the company were useful 2019, for a least of the company were useful 2019, for a least of the company were useful 2019, for a least of the company were useful 2019, for a least of the company were useful 2019, for a least of the company were useful 2019, for a least of the company were useful 2019, for a least of the company were useful 2019, for a least of the company of the company of the company were company of the co

Effective with the othering, the dispurp conditional the 10% Long than according state (the 1147), there is noticed and other by application of the bodges, and pre-produced state between the configuration of the bodges, and produced produced states of their cools options, whose appreciations (such a finished particular displace action states which has a finished by the action of the cools of

destricted stack accivity was:

|  | Year Stribed                            | Cecember 31,  |
|--|---|---------------|
|  | 2997                                    | 1996          |
| Constanding or Jenusay 1                         | 101,550                                 |               |
| Fashed upon conversion of ANA Ourser Squarry and |   |               |
| xestricted Scares                                |   | 299,000       |
| Oronted  | 24.910                                  | 2,236         |
| Cancelea   | 19.5252                                 |               |
|  |   |               |
| Outomasking at Detenment 21                      | 266,040                                 | 161,550       |
|  | 0.0000000000000000000000000000000000000 | 8888888833333 |

The merghand-average grout data that value of restrained stock granted during 1997 and 1996 wave  $\S25.06$  and  $\S20.00$ , respectively.

aconjunction and seek team (20.00 and (27.00 peoplestance)). In our junction satisfies and form (27.00 peoplest where all on wasted), of no cost, deferred AMS Common Service prefiresters unders (1906 peoples where the cost), deferred AMS Common Service prefiresters unders (1906 peoples and National Manney). The AMS Redistances Control of the Cost of th

Under the Coopeny's parisonesse there plan, states of deterred stoom are awarded at to cook to officers and boy amployees order the 1000. The

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4.3

THE SABRE GLOOP ECEDENS, 190. NOSSS VO TURBOLIDATED STNEAMERS SPETPMENTS (GEOGRAPHE)

based on participance metrics of the Company, as defined in the bill. The Company's residencence Shark activity wer.

Yanz Shiled December 31, 1996 1996 Obstanding at Jamesay 1. Visual open communion of FMS Sectoreans Susceeding of Land Sectoreans. 613,100 433,469 Octobershing at December 31

The mergered average grant disc fair value of Company Desterrance Surces granted during 1997 and 1999 were 226.07 and 807.00, weepear; rely.

In conjuments with the ADE 1809, intions to purchase states of ADE france, about 1908 (apasser) were granted to officers and top september 20 the frequent April processing specied over occurred to the matter value user grant, passedly becomes searchisels one one tile peach following the detection of the control of the peach following the detect of grant, and september to the time of grant.

In manuscion with the Offening, the Add Options grames to obtions and Dev majorysms of the Omagony were concerned for options to concern 782.72 charms of Cases of Common Stores of the Omagony the selection prices of the charms of Cases of Common Stores of the Omagony the selection prices of the charms of Cases of Common Stores of the Common to application of the charms of Cases of the concerned concern of the Add Common to the provision days of the Cases of add Common to the Cases of the Cases

Opening grassed coder the DTEP will be consistent, or a paleo which is used less than the serious ordines of these a common from an ordine of grants, money as otherwise decorated by a conclude argument by the Board in a Caronton, and no vaic outland are associated over which serious grants are proposed to other and according to the board of grants. Sector centure according to

|                                     | Year Stated December 11. |  |           |                                      |
|-------------------------------------|--------------------------|--|-----------|--------------------------------------|
|                                     |                          | 1300                                   |           | 225                                  |
|                                     |                          |  |           |                                      |
|                                     | Optiona                  | Solghtod-American<br>Exercise<br>Orico | Oprions   | Meightod-Armongs<br>Execute<br>Exico |
|                                     |                          |  |           |                                      |
| Containing as Connery !             | 2,344,672                | 5 24.49                                |           |                                      |
| Instant upon seconds of AMN Sytions |                          |  | 754,749   | \$ 35.57                             |
| Iccord upon exchange of AMA Career  |                          |  |           |                                      |
| Equity Shares                       | ***                      |  | 547,550   | 29.66                                |
| Granted                             | 710,000                  | 29.12                                  | 322,300   | 29.00                                |
| Descriped                           | (34,540)                 | 29.74                                  | 144,5000  | 24.27                                |
| Uniceled                            | (107,075)                | 24.10                                  |           |                                      |
|                                     |                          |  |           |                                      |
| Onterseding at Decades in           | 2.674.070                | 25.43                                  | 2,58€,€70 | 24.60                                |
|                                     |                          |  |           |                                      |
| Descripsion options constanting at  |                          |  |           |                                      |
| December 51                         | 509,440                  | 22.04                                  | \$52,920  | 29.00                                |
|                                     |                          |  |           |                                      |

The weighted abstace point dece but wasse of ecoch options spanned during 1997 and 1900 form 99.78 and 99.29, respectively.

-3

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THE SAURE GROUP INCLINES, DRC. DOTES OF DESCRIPTION SINGULAR SPRINGERS, (CHEMICAGE)

The fallowing table summarises information most the proof options outstanding at Dropother 31, 1997;

| samps of exercise<br>fried | Rucher of<br>Options<br>Constanding | Neighard-Zoaraga<br>Randuning sife<br>(young) | vaighted-average<br>hans, a.e. frice | Commune of<br>Options<br>Marketicoslo | waxykned-average<br>kanteiss Drice |
|----------------------------|-------------------------------------|---|--------------------------------------|---------------------------------------|------------------------------------|
|                            |                                     |   |                                      |                                       |                                    |
| 322.95 - 819.44            | Marini                              | 5.68  | 3 15.58                              | 194,160                               | 0.26.89                            |
| \$10.50 824.44             | \$15.69C                            | 3.50  | 20.79                                | 375,748                               | 22.53                              |
| \$24.30 - 535.50           | 2,238,930                           | 3.33  | 27.09                                | 300,040                               | 20.37                              |
|                            |                                     |   |                                      |                                       |                                    |
|                            | 4,874,870                           | 8.20  | 5.35-41                              | 000,120                               | 5 42.64                            |

For other stock-level matrix, a consiste annihilated or the Social of election statutions can eligible parcons to about manufactuline name, the stock of which is, and the stock of which is an eligible state of the state o

Misse appreciation rights may be granted in conjunction both as or part of any other special granted modes to 1979. All appreciated rights will be relative special constantiation as conversed to the relative special relation for the following the relative special control of the control of the part of the relative special control of the part of the relative special control of the part of

to ourse how accordance. Similar Assessment of the advance possible for an accordance to the advance of the adv

excitable that function couldn't confirm the Director's State Licentific States. Again Effect from somewhat Li 1809, it for finance and believe the Again Comp. Diddlings, and Amazona State Paradona Familian 1800 and Amazona State States Again the States I. The Court Allows States and Amazona States I am a second of the Again Amazona States I am Amazona States Again Amazona Amazon

south the Nove of Science of 1, 1997.

As required by Schemach of Science and Science and

weighted average aspected life of the options gassed of 4.5 years.

THE SAMES GROUP DOUBLING, 190. NAMES OF TRANSCIONATED STANDERS SPATFMENTS (CONCLEMED)

One butter describes option reliesting model and investigate for and in exchanging the left wides of traded options with more or remind the exchanging the left wides of traded options with more or remind the coded Legislan rule input of highly conjecture assumptions. Including the supported more price to left legislant, and interest that these of traded options have characteristicity apparatus, and interest that these of traded options are described in the left legislant control of the legislant control of the legislant control of the legislant control options. In ordinary control of more resonantly provide a stitute origin assumption of the legislant control options. In ordinary control of the legislant control options in softicus, because Recommend to the legislant control options in softicus, because Recommend to the legislant control options in softicus, because Recommendation of all provides something described assets for the Departure.

You provide of the par forms dischanges, the corrected fair value of the spains and stockdassed ascate is anothered as expense own the vertical portrol. The Company's pro-faces information is so follows in thosesade, accept for correcting per company cases alternations:

|                                       | Year Ordon Denember (1) |             |            |  |  |
|---------------------------------------|-------------------------|-------------|------------|--|--|
|                                       |                         |             |            |  |  |
|                                       | 2.99%                   | 1998        | 2.235      |  |  |
|                                       |                         |             |            |  |  |
| bot warnings                          |                         |             |            |  |  |
| As repursed                           | \$100,830               | S. 65,374   | 5.25,631   |  |  |
|                                       | *********               | *******     | ********   |  |  |
| bro forma                             | \$196,400               | 5154.781    | 5325,764   |  |  |
|                                       | ********                | 1222222222  |            |  |  |
| survive per communistare, as reported |                         |             |            |  |  |
| ducte and astroid                     | 82.90                   | 32.23       |            |  |  |
|                                       | ************            | **********  |            |  |  |
| Pro fesse                             |                         |             | \$1.73     |  |  |
|                                       |                         |             | ********   |  |  |
| remnings you course shars, pur force  |                         |             |            |  |  |
| Sanara                                | 64.32                   | 61.42       |            |  |  |
|                                       | *********               | 22222222222 |            |  |  |
| 3_2ut ed                              | 53.51                   | \$1.42      |            |  |  |
|                                       |                         |             |            |  |  |
| gre forma                             |                         |             | 33.71      |  |  |
|                                       |                         |             | ********** |  |  |

The following table ects forth the computation of basic and diluted escalege per share (in thousands, except per obser executed):

|  | Year Buded decomber 17. |             |              |  |  |
|--|-------------------------|-------------|--------------|--|--|
|  |                         | 1000        |              |  |  |
|  |                         |             |              |  |  |
| Juneration:                                |                         |             |              |  |  |
| Ret income                                 | \$399,863               | 5198.874    | \$225,551    |  |  |
|  | ********                | 2222222222  | 522222233333 |  |  |
| Ostron, natros :                           |                         |             |              |  |  |
| Descripator for thesis servings per steem  |                         |             |              |  |  |
| welgated arecage shaped                    | 235,649                 | 130,655     | 120,000      |  |  |
| Military securities:                       |                         |             |              |  |  |
| Espanyee quoch options                     | 188                     | 4.9         |              |  |  |
| Enthicised shares                          | 2.5                     | 1.7         |              |  |  |
| Coassa soulty energy                       | 62                      | 13          |              |  |  |
|  |                         |             |              |  |  |
| Dilotiva potential compos shores           | 3.14                    | 80          |              |  |  |
| Decominates for diluted earnings per unaix |                         |             |              |  |  |
| - adjusted warghted average chares         | 230,986                 | 130,556     | 130,804      |  |  |
|  | eccronsssss             | REFERENCESS | *********    |  |  |
| Pain former occurrings pan where           |                         |             | ØL.73        |  |  |
|  |                         |             |              |  |  |
| Basic and diluced earnings per ocear       | \$1.33                  | \$1.43      |              |  |  |
|  | ****                    | ********    |              |  |  |

For additional information regarding the employee stock options, sectricted and career equity shapes, see some  $15\,$ 

THE SAME GROUP LANDINGS, INC. NAMES TO COMPOSIDATED SUSANCIAL REPRESENTS (GOSTINGED)

Opinion to purchase 545.90 weighted average stated of common mass, were nationality during 150° but was excluded from the composition of Clinical corrulage per street because the upplical converse prices rear greater than the analysis become prices at the common characteristic flat analysis become prices at this common characteristic the period and, therefore, the effect would be sentitively.

### 15 - GUOGRAPHICAE ANALYSES

the thingship derives revenued from Horistonic recreations, being rethin the greatest operations by geographic arms is our fourh balow (in throwands).

|                        | Dollar States | Assign   | focal       |  |
|------------------------|---------------|----------|-------------|--|
|                        |               |          |             |  |
| 1997                   |               |          |             |  |
| poverages              | \$1,449,755   | 5338,752 | \$3,783,547 |  |
| Operating Income       | 270,323       | 39,388   | 357,769     |  |
| Identificable supports | 1.429.318     | 73,487   | 1,302.866   |  |
| 3661                   |               |          |             |  |
| Levegues               | 51, 448, 621  | 8263,266 | 81,621,987  |  |
| Operating Ancome       | 908,620       | 10,272   | 124,000     |  |
| Identifiable assets    | 1,386,000     | 61,36?   | 1,246,237   |  |
| * 446                  |               |          |             |  |
| XAVADAGE               | \$1,270,575   | 5250,145 | \$1,527,616 |  |
| Operatory income       | 305,282       | 25,282   | 384,424     |  |
|                        |               |          |             |  |

operating income from operations consistent of removeme laws operating objects, and the control of the control

## CONTRACTOR INTO THE PROPERTY AND PROPERTY OF THE PROPERTY OF T

The following is a commany of the incondited quartersy finencial influxation for the years ended December 33, 1887 and 1988 is thousands crossy per detro dors,

44

|  | Yazet<br>Quartez | Sarnai<br>Quaztes | Third<br>Quarter | Fourth<br>Quarter |
|--|------------------|-------------------|------------------|-------------------|
|  |                  |                   |                  |                   |
| 1007                                       |                  |                   |                  |                   |
| čevonoso                                   | \$439,630        | \$447,379         | \$46C,046        | \$440,493         |
| Operating indoms                           | 107,797          | 23,102            | 88,036           | 18,735            |
| Not carpings                               | 00.000           | 68.336            | 567133           | 10,432            |
| Examings per cocons shape.                 |                  |                   |                  |                   |
| backs and dibunsi                          | 8.11             | 8.45              | 8.43             | 5.14              |
| 1998                                       |                  |                   |                  |                   |
| 2evennes                                   | 0427,544         | 2475,445          | 0407.400         | \$276,276         |
| Operating income                           | 115,591          | 32,995            | 27,214           | 42,298            |
| dec parnings                               | 63,357           | 42,553            | 40,151           | 22,373            |
| deo forma esamings per common uporo, basis |                  |                   |                  |                   |
| and dilutes                                | 0.34             | 0.33              | 0.33             |                   |
| Raanings oer common share.                 |                  |                   |                  |                   |
| basic and dibuted                          |                  |                   |                  | 8.17              |

67
THE SAMES GROUP HOLD GOLD, IDC.
THREE GROUP GRADULT PLANTAGE TO DESCRIPTION (CONCIDENT)

The travel industry is necessal in white Bookings and that booking fees charged for use or should, above the spractically each park to be fourth greater user of the fourth greaters principly to bestdoor. Detent the fourth greater of 1972, the impact of the company whenced at least of sportledge (2) is limited calcage to the varies off oil a consideration of ordering the source of the consideration of the

Examings per charte section for 1995 and loss filter Phine question of 1997 have been recreated an empty with approximately described becomming Products for 1997, handless our Barry, for the term discreption of compag-per skins will be lapted of Systemed No. 1881, one following.

## atraskaussen segiseen

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### OPTION ISSUANCE AGREEMENT

AGREEMENT, dated as of January 1, 1998 by and between The SAREK Group Holdings, Inc., a Delawake componstion (file 'Componation'), and US Airways, Kho., a Delawake componstion (\*US Airways\*).

## WITHESSETH:

MEMBERO, The MANNE Droup, Inc., a Delowere corporation and wholly owned subsidiary of the Corporation (PMRT), the Corporation and US Always have proviously entered into an interim Deventor and Migration Agreeoment (the "Interim Operation and Migration Agreeoment (and Migration Magnetic and Migration Services) and Migration Services and Migration Services and Information Technology Services Agreeoment (in "Information People of the "Information" of the Corporation Services agreement, pursuant to which US Alrayse has retained the provision of the provision certain data processing services and other acresic and processing services and other acresic and whereas in connection with such agreements, TRO, the Corporation and US Alrayse have possible and Sale (the Agreement of Perchaes and Sale (the Agreement of Perchae

WERGAS, is convention with the Agreement of Parchage and Sale, the Tutorit Operation and Migration Agreement and the Orientation decembels; Dervices Agreement (collectively, the "Egraement"), the Corporation wishes to leave to US Always the options in the force of Sahibit A hereto ("Option One") and Schibit B hereto ("Option Two," and schibctedly with Option Case, the "Option to purchase schemes of Chassa & Concess Stock of the Corporation, per value \$.91 per same (the "Option Shreem");

MREMEAS, the Cocporation is gurant to an Assignment and Assumption Agreement, detaid as of the data besent, by and among the Cocporation. TSG and US Armany (the "Assignment and Assignment and Assignment," assigning to TSG its rights, and CSG is assuming all obligations of the Corporation, in sach case under the Agreement, and

MERRAS, the Corporation is, gureuant to the Assignment and Assumption Agranount, directing US Airways to Stundfor to TSC day and All consideration otherwise to be furnished to the Corporation in consideration of the issuence of the Options.

ACCORNIMATY, for quod and valuable consideration, the receipt and sofficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

Section 1. Is awards of Options. The Corporation coreby agrees to issue on the first day after the date hereof on which a share of Class A Corpor Stock of

Componention, per value 5.31 par share shall be traded on the New York Stock Stockange to 02 Airways hereby directs the Component of deliver the Options to NO Sawr, National Association, as someway agent (the Macrow Agent) pursuant is the earner appearant the "Estrow Agent"), dated as of the date of such Options, by between US Airways and the Zacrow Agent, a copy of which is attached hereto Emilbit 6.

CNCTION 2. Representations and Natraeties of the Corporation. As of the data hersof, the Corporation hazely represents and warrants to US Airways as follows:

- 2.1. Organization and Gozzi Standing. The Compute for is duty organized, volidity existing and in good standing under the laws of its jurisdiction of incorporation.
- 2.2. Authorisation or the Agreement and Options. (a) The Corporation has all regulating power and authority to after into and vary but the transactions contemplified by this Agreement and the Options.
- (h) the Comporation has taken all action required by saw and recessary comporate action to authorize the execution, delivery and parisonance of this Agreement and the Options and the consecration of the Transactions contemplated hereby and thereby. This Agreement and the Options have been duly and veiliding sutherized, executed and desiremed by it, and this Agreement and the Options constitute the legal, valid and binding obligations of it, antoncessite against it in secondance with their respective teras.
- 2.3. Authorization and issuance of Option Shares. The authorization, reservation, Issuance, sele and delivery of the Option Shares have been duly and volidry authorized by all taguistic corporate action or the part of the Corporation, and whee Lawied, sold and delivered in accordance with this Apparence and the Options, the Option Shares will be validly issued and existencing, fully paid and nonescessable with no personal Hability accading to the conversity thereof, free and clear of any northyque, judgments, claims, licing, society interests, pleakes, concove, charges or other chewbrances of only kind or chargedore ("Empowering that the Decembrance, it any, attaing each result of actions taken by 90 directs.
- 2.4. No Conflict. The execution and delivery by the Corporation of this Nepresent and the Options and the consecration by the Corporation of the Arcementors contemptized hereby and thereby and the conjuntance by the Corporation with the provisions better and thereof sil not, subject to the comparation of the Arcement and the conjuntance of testakastic of any required waiting period under the Mart-Scott-Rodino Assistant Seprovements Act of

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Options and the business, properties, prospects and financial condition of the

- (e) BS Armwaye has out employed say broken on finder in connection with the transactions contemplated by this Agreement.
- (6) Us Airways to duty companied, validly axisting and in gace standing under no laws of the arts of its innerporation and has all power and authority to enter into and parton which agreement, the Openions and the Control Agreement (collectively, the "December."). US Airways has taken all solice required by law and mecembers component action to authority the execution, delivery and conformance of this Agreement and each other Document and the communation of the transactions concentrated and each other Document and the communation of the transactions concentrate and adversary and recording to the each of the Adversary and the communation of the transactions concentrate and delivered by 48 Airways, and constitutes the wall of the accordance with the term.
- accordance with its teams.

  (c) The execution and delivery by US Alrways of each of the Documents does not, and the consummation by US Alrways of the transactions contemplated hereby and thereby and compilations by US Alrways with the providers beyond and thereby and thereby and compilations by US Alrways with the providers beyond and thereby and thereby and compilation or use the provider to the supplication of law, stabule, tile or septial for or any office the provider independent or decree of any count, administrative agency or other soveramental body applicable to Pt., or any of the horse, conditions or provideron of, or constitute laids due notice of the neare, conditions or provideron of, or constitute laids due notice or large of time, or one of a default for que cise to any tiph, of boundaries, cancellation or acceleration budge, or result in the creation of any Encourage, quaranty, lease, listense of understanding, written or oral to which it is a party or in violate its contribute of incorporation or sylakes or other organizational documents.

4.1. No Market Manipulation. During the s0 day period immediately proceeding the exercise of any Option, ND Airways eneil not, without the prior written comment of the Corporation, offer, purchase, sell, contract to purchase or sell or otherwise acquire or diagnose of any securities of the Corporation that are substantially similar to the Option Shares, including but not lickited to any securities that are convertible into or exchangeable for, or that represent the right to receive, option Shares or any such substantially similar securities.

4.2. Alternative Hechaniso . (a) (i) With respect to option Cae, at any time after the 36, 1999 but prior to iscender 31, 1999, 68 Altemps may exercise its rights under this Section 4.2(a) (i) in New of, and thereony cancel, its currengenoids rights under this Section 4.2(a) (i) in New of, and thereony cancel, its currengenoids rights under this Section 4.2(a) (ii) has been accorded in its good faith reasonable judgment, that it is not than sale to deliver the certificace in the form accorded as Exhibit A to Option Ana. US Alternay shall be december in the Corporation to notice of proposed (Heating of Proposed)), together with supporting reasonage and calculations, acting force a means (the "Alternative Mechanism') for the Corporation to provide radue, which shall be delemanted taking into account present value principles, in an account agual to the Corporation to provide radue, which shall be delemanted that the option Value cade this Section 4.2(a) (i) Se Alternative Mechanism' for the Order Section Value (which shall be delemanised to the Corporation to provide radue (which shall be delemanised) of the Notice Section 2.0(a) of shall option the "Option Value", For purposes of two prior in the Notice of Proposed shall be treated as an Exercise Notice at that the manafage of Section 2.0(a) of Option One, and the Option Value of the Alternative Mechanism that US Alternays is entitled to receive shall equal the Case-Out Annual text, it was drawn to eleved under Section 2.0(a) of sact Option In IS Alternay had presented to the Octopartical to the Alternative Section 2.0(a) of sact Option In IS Alternay shall not be required to delivery at the Motion of Proposal and the Corporation but Alternative Act and (ii) if Option One has terminated prior to the delivered to Rechord Case-Out Right under Section 2.0(a). For available the Health per proposal by the comporative Alternative Proposal and the Alternative Health and proposal by the Alternative Alternative Alternative Health and proposal by the composition which ande

1876, as amended, and the ribbs and regulations promulgated thereunder ("Make") (at violate any provision of law, statute, rule of requisition, or any ruling, writ, injuration, order, judgment or detree of any court, administrative agency or other governmental budy applicable to it, or any of its properties or section. (b) conflict with or result in any breach of any of the terms, conditions or provisions of, or constitute (with due notice or lapse of time, or both) a default for give time or entities (at the due notice or lapse of time, or both) a default for give time or or of ony Neucoharne upon any of the properties or assets under, any context, agreement, Sudenture, nortgage, guaranty, Lose, license by understanding, written or can't othich it is a party or (a) violate its certificate of incorporation or by laws or other organizational decuments.

SECTION 3. Representations and Mericalias of MS Airways. As of the dots of, UE Airways represents and waxrants to the Corporation as follows:

- (a) OS hirways is acquiring (cubject to governial bancellation in connection with the provision of the Alternative Mechanism under Section 4.3) the Options under this Appearance, and will acquire any Option Elares, for its own account and not with a view to the distribution thereof wirdin the meaning of two describes Act of 1933, we seemed (the "Securities Act").
- (b) US Airwaye understands that (i) the Options have not been, and that the Option Shares will not be, registered under the Socialities have not get associative laws, by reason of their restance by the Corporation in a transaction except from the registeration resultenents thereof and (i) in addition to any other livinctions on transfer contained in the Options, the Options and the Options are the said addesses such disposition to carpisared under the Securities Act and applicable state securities laws or is exempt from registration thereunder.
- (c) US Alreays further understands that any examplion from registration afforded by Pule 144 (the provisions of stien are known to US Alreays) promulgated under tea Beauvities Act depends on the satisfaction of everious conditions, in each maps, which the Comporation is not obligated to cause the satisfaction of, and that, if applicable to the Option Shares, buts 144 may offered the besis for sales only in limited arounds.
- (c) US Airways believes in hes received all the information in considers recessary or appropriate for deciding to applier (subject to potential cancellation in consection with the provision of the Alternative Mechanism under Section 4.2) the Options US Riways forther represents that it has had an apportunity to ask greations and receive enewers from the Corporation regarding the terms and conditions of the

DENDT0005852 DENDT0005853 required, without its comment, to issue stock of the Corporation or to cause the issuence of smock of any affirite theirorof.

(ii) Whith respect to Option Two, at any size affer July 1, 30ff but grice to January 1, 2001, if at such time US Airways has not concluded, in its good Ealth reasonable judgmant, that if such Option were then exercisedle, US Airways would be able to deliver the certificate in the torm attracted as Ushinit A to Option Two. US Airways any secretic lite Tights under the Section 1,218/101 in 160 of, and thereby cancel its corresponding rights under such Option. US Airways shall be descended in singhe under such Option. US Airways shall be descended in singhe under chie Section 1,218/101 in 160 of, and thereby cancel its corresponding rights under such Option. US Airways shall be descended to have secretaed its rights under chie Section 1,218/101 in 160 of, and thereby cancel to the Corporation a Notice of Proposal, together with supporting reasoning and calculations, setting forth an Airwanative Mechanish for the Corporation to provide value, which should be determined tabling into account present value principles, in an account equal to the value of such display a certificate in the form automored as Extint A. 2 and (ii) if Option Two has translated of its rights under the Section 4.2 and (ii) if Option Two has translated option to the delivery of a motice of Proposal, the Option How has translated option to the delivery of a motice of Proposal, the Option How Nature is not be delivered by the Corporation, and the times of the value of such and the Airways and specify the firm which option the Nature is to be delivered by the Corporation, and the blanch of the Nature of the Option Two Malue is to be delivered by the Corporation, and excepting of any such delivery, within twenty-one days of receipe of the Notice of Proposal, its proposal or execute the Corporation Proposal, its proposal or execute the Corporation Proposal in the particle error under a network of the Corporation's Counter P

(h) If (x) US Alrways fails to exercise, prior to the expiration or corminole, thereof. Option Dan or its rights with ruspect to such Option under Section 8.2481(3) and (y) US Airways has no well nowleded in the good faith reasonable, judgment by Oscience 13. 1995 that it is able to deliver the certificate in the form attached as Exhibit A to Option Ons, when US Airways shall automatically become mathided on the expiration or termination of Option One under this Section 4.3(a) to an Alternative Mechanics wich an Option Value (determine caking into account present value principles) squal to the Cash-Out Amount under Section 2.03(c) of Option One, determined as it OS Airways had

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any exercised Option. (c) the Option Value and Option Ywo value in tempert of which an Alternative Mechanism has been delivered by the Chepocation pursuant to Section 8.2(8)(1) or Section 8.2(8)(1), plus (d) the Waylord Option Value (a respect of which an Alternative Mechanism bus been delivared by the Chipmarkon pursuant to Section 8.2(8) antipplied by (ii) a fraction, the momentation of the remainder of 180 minus the number of calendar wouths elapsed since the effective date of the office of the Alternative Mechanism Chemology Services Agreement and prior to the effective date of the termination of such agreement and the demonstrator of which is set.

4.4. Delivery to Escrow Agent. (a) Upon exercise of Option One, US Airways shall direct the Corporation to deliver the Option Shares issuable, or other proposed (including, without limitation, mask) payable, from soci exercise to the Sacrow Agent.

(b) US Altways shall not deliver to the Escrow Agent the certificate condexpisted by Section 3(a) of the Fector Agreement prior to the Earliest of the expiration, termination or exercise of Option One.

A.5. Reporting. The porties intend and agree that upon exercise of any Option issued hereunder, or upon receipt of the Alternative Nectables gursuson to Section 4.2, US Altrays shall deport as income at associat signal to the Clab Cut Amount adds Section 3.03(e) of such Option for, in the case of receipt of the Alternative Mechanism pursuant to Section 4.3(a)(i), such other appropriate amount; and the Comprovation shall adduct or copication, as opportprint, on amount equal to the Cash-Out Amount under Section 2.02(c) of such other (a) (ii), such other appropriate amount).

SSCTION 5. Transfer Taxes. Us Airways agrees to bear any transfer, consentary, stamp or other similar taxes which may be determined to be payable connection with the execution and delivery and pertocance of this Agreeses

SECTION 5. Further Assumances. At any time or from time to the after the data hereof. The Corporation, on the one hand, and US Alexaya, on the other hand, egged to cooperate with each other, and at the request of the other party, to execute one delivers any further instruments or deciments and to take all such further action as the other party may recovered by request in order to evidence or effectuate the consequention of the transactions contemplaced hereby relating to the Essistic and to otherwise early out the intend of the parties herefulder.

SECTION 7. Successors and Assigne. This Agreement shall bind and frure to the benefit of the Corporation and DS Airways and their respective successors

-8-

delivered a Notice of Proposal under Section 4.2(a)(i) on the Expiration Date (as defined in such Option) or termination date, as applicable, (a either case, the "Expired Option Value") of such Option. For the avoidance of doubt, it the revenue for date course years to the live Option due is executable by its terms, the Expired Option Value shall be zero. US Airways shall have the right to propose, within theory-one days after the Sapiracion Date or termination dors, as applicable, the Alternative Machanism (apecifying, as provides in Section 4.1a)(i), the Form in which the Aprice Option Value is to be delivered by the Corpovation, to whom such value such the delivered, and the thring of any delivery) for the Expired Option Value. Sithin venty-one days of receipt of US Airways' groupest, or, if none shall have been delivered, within forty-two days of the Expinction Date or termination date, as applicable, the Corporation shall deliver to US Airways a suche without which concepting of Airways proposal (if expired option Value stone) in a Airways proposal (if expired option value shall have been delivered, within forty-two days of the Expinction Date or termination date, as applicable, the Corporation shall deliver to US Airways as suche without which are applicable or setting forcin of Counter Proposal, it, which theory one days after only one of the Expired Option Value, the dispute shall be read with an exceedance with the Expired Option Value, that its provides a sweath, to wave, whall the brasolution shall not be incorporated to the Expired Option Value taking into account present value graining or (is) the Corporation being regulated to the component, to leave stock of the Corporation or to cause the featurence of stock of any affiliate thereof.

(c) The Corporation shall deliver the Alternativa Machanism, as promptly as practicable after its final determination personne to Section 4.2(a) (i), Section 4.2(a) (ii) or Section 4.2(b), as applicable, or at such other thms as is contemplated by the Alternative Section (a.2.)

time as is contemplated by the Atternative Sechonism.

4.3. Termination of Services Agreements. II, prior to the fifteenth annual anniversary of the effective date thereof. US Alreage deminates the Information Technology Services Agreement pursuant to Sections 23.3, 28.4, 28.5 or 28.5 record, 180 terminates to Sections 23.3, 28.4, 28.5 or 28.5 record, 180 terminates the Enterior Sparotion and Mignation Agreement pursuant to Section 23.1(18) thereof, US Alreage shall pay to the Obsporation on the later of the effective date of such termination or the date on which the Corporation Scholer are allementary mechanism pursuant to Section 2.2(ii), if egylicable, in leaddinately swalpable funds by wire transfer to a back account designated in which the Corporation of the Observation of the

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assigns: except that this agreement may not be assigned by the Comporation (other that to an entity no were This has assigned at) of the rights and delegated all of its duties consistent with, and under, the interestion trabeloning Services Agreement) without the print within consent of TE Zirways, which consent may be withheld in its sole discretion, or by US Airways tother that (1) to wholly-owned substitutions or entities of which US Airways is a wholly-owned substitution of the distinct of which US Airways has makinged all of the other consistent with, and useds, the information forcessing provided, that for purposes of this clause (31) such entity is not, as the time of such assignment, a receive of the Comporation of the componential and restricted to the Componential and the componential of the componential and the componential an

SECTION 8. Solite Agreement, This Agreement and the other writings returned to benean or delivered pursuant besets which form a part based contain the entire agreement among the parties with respect to the subject matter bersof and superace all prior and contemporaments errangements or understandings with respect theorie, entitleding the Agreement of Purchase and Sale and any egreements attached as akhibite thereto.

SECTION 9. Notices, Any notice, request, response, demand, claim or other communication required or pervitted bevender by any party breato to ery other carty snotl be da wristing and transmitted, dollwared or sent by (a) personal holiwary. (b) concier or measurage security, shother overright or same day (c) certified british distance main postupe graphic, return receipt requested, or (d) prepaid telecopy or facsimile.

if to US Aktways to:

UR Airways, ton. 2345 Crystal Drive Anlington, Virginia 22237 Tolocopier: (792) 872-5252 Attention: General Counsel

Skadden, Arps, Slate, Meagher & Flox DLP S18 Third Avenue New York, New York 18022

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Telecopier: (212) 735-2888 Attention: Thomas H. Kennedy, Req.

The SABRE Group Holdings, Inc. 4985 Acons Carrer Unulevand Medil Drop 5419 Per Worth, Toxas 76184 Teleopier; (017) 267-4644 Attention: Chief Pianaciel Cificer

The SERRY Group Holdings, (no. 4255 Atom Carter Bouleward Mail Drop 4264 Four Worth, Texas 76155 Telacopion: (\$17) 567-1236 Attention: General Coursel

and a copy to:

Pried, Frank, Harris, Shriver & Jacobson One New York Plats New York, New York 18094 Telecopies: (212) 889-4680 Elvention: Charles M. Nachan, Esq.

or at such other address for a party as shall be specified by like notice, back communication transaction, delivered, or seek (a) in person, by counties or messenger service, or by contribed thinted States and ipperage proposed and recurs xeesipt requested) shall be deemed given, veneived, and effective on the data delivered to or returned to the intended vectoriant (with the return receipt or the equivalent record of the counties or excessing related by members of delivery are refunnily or (b) by telecopy or forming transmission or by electronia axis shall be deemed given, received, and streative or the data of actual receipt mentage in the members of actual receipt being deemed conclusive evidence of tensing and or the electronic receipt heing deemed conclusive evidence of such receipt, accept where the intended receipter he accept the party that the transmission is illegible,

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19.3. Continuity During Dispute. In the event of a Dispute, the parties shall continue to partorm their respective obligations pursuant to this

19.4. Parties' Agreement. Mothing in this Section 15 or the Dispute Resolution Procedure prevents the parties from resolving any Dispute by mutual approximate at any time.

SECTION 11. Approximates. The horms and provisions of this Agreement may be modified at emended, or any of the provisions hereof wakeel, vesponsarily or parameterity, only pursuant to the written consent of the parties hereof.

SECTION 13. Governing have This Automotic shall be governed by and construed in accordance with the laws of the Sante of New York without giving offens to the principles of conflicts of law.

SECTION 13. Severability. Whenever possible, wast provision of this appearent shall be interpreted in such warmer so to be effective and velid, but if any provision of this agreement is bed to be invalid or unsuferneable in any respect, such invalidity or unsufferneability shall not render invalid or unsuferneable say other provision of this agreement.

SECTION 14. Counterparts. This Agreement may be executed in day number of counterparts, and each such counterpart hereof shall be desired to be an original instrument, but all such counterparts together shall constitute but one agreement.

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eaverthelese, if the date of delivery or transmission is not a business day, or if the delivery or transmission is after 1:00 p.m., local time in Fort Morth, Texas, or a business day, the communication should be despet given, received, and effective on the part business day.

SECTION 10. Dispute Resolution.

10.1. Disputes in Generol. Energy as observing crated in this Expression, the portion shall resolve my dispute, disagraement, nick, or controversy arising in commestion with or relating to this Agraement, or the validity, interpretation, performance or breach of this Agraement ("Dispute") in accordance with the procedure or process by which a Dispute must be resulted (except as achieve a shield or malified in this Agraement we described in the Agraement and constitution Enthlois, movementheless, if any person los defined in the Agraement of Gurchase and Sala) other than the parties and their atfallates:

2. Was initiated a causain or other judicial, administrative, or exhitration groceedings against or involving either or both of the parties in which a Dispute will be resolved, or

P. to a messesary participant in any judicioù, administrativo, or athibution grocsedings to resolve a Diepute and cannot be joined by either or both of the partics in an arbitration of that Dispute under Section 9.3 of the Dispute Resolution Exhibit.

so that (in either case) the Dispute Resolution Procedure is or will be ineffective, then the paralles need not use or follow has Dispute Resolution Procedure to resolve that Dispute, although the submission to jurisdiction in Section at of the Dispute Resolution Exhibit whall apply if necessary.

18.2. Information for Sepulurion. The parties shall freely shate, and may dischase to any mediator or orbitrator as part of any Diagute resolution proceeding, any and all resonably requested relevant information needed to facilitate the resolution of any Diagute and any and all information likely to load to such relevant information.

in WITEEBS wherefor, the parties hereto have duly executed this Oction Issuance Agreement as of the date first shows written.

THE SABRE GROUP HOUSINGS, INC.

By: /s/ Patrick Kelly Name: Patrick Eally Pitte: Senior Vice President and Chief Financial Officer

US AIRWAYS, INC.

Sy: /s/ Hakesh Gangwal Name: Kakesh Gangwal Title: President and Cales Operating Officer

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14 METHER THE OPTIONS REPRESENTED THIS CHETTPICATE NOW THE SHARES ISSUABLE UPON EXCHAUSE THEORY RAVE BEEN REQUISIONED URBAN VIEW SECONITIES ALT UP 1933, AS ARRENDED, OR APPLICABLE STATE SECURCITIES OF SECON EXCL. THE SECURCITIES HAVE SECON ACCURANCE THRES SECURCITIES OF SECON SHARES MAY NO DEFENDENT, SOLD, PLITTERY, SUCKEMBEDT, TRANSPERSET OF OPERATIONS DISBOSSING OF ENCEPT TO COMPLIANCE SITE SUCK ALT AND APPLICABLE STATE SECURITIES AND "SLUE SKY' LAWS.

OPIDOR TO BURCUARR 3,000,000 SUARUS OF CLASS A COMMON STOCK, FRE VALUE 5.01 FOR SHARD, OF

THE SABRE GROUP HOLDINGS, INC.

NO. SCC8-1

This certifies that for good and valuable consideration, the receipt and sufficiency of which are mersely acknowledged, SN N mays, Inc., a Delaware componation, the "Optionse") is emittled to purchase a the Examine Frice From The SANSE Group Boldsings, Enc., a Delaware corporation (the "Componation"), subject to the towns and conditions hereof, at any time start 9:00 A.M., Cort Worth, Taxos time, or the Intitial Exercise Date and before 9:00 P.M., local time in Fort Worth, Taxos time, or the Intitial Exercise Date, the number of Filly gald and announcesoable shares of Commun Stock stated above.

#### ARTICLS F

Section 5.0%: Definition of least. As used to this Option, the following capitalized terms shall have the following respective meanings:

- (a) Agreement of Furchase and Sale: The Agreement of Furchase and Sele, dates as of Becommer 18, 1987, by and among US Arranye Scoup, Inc., a 96 Jasans comprosition, the Optimises, the Comprosition and 1989.
- (b) Susiness Day:  $\lambda$  day other than a Saturday, Sunday, national holiday in the United States, or other day in which based in the State of Texas are authorized by law to creatin closured.
- (c) Cap. 990.90 per Option Stars, we such number may be sejusted from time to time pursuant to Authole IC hereof.
- (d) Closing Price: The average of the highest and lowest crading prices of the NTSE for the Notice Date, per share of Coxeon Stock as regurted on the Composite

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- (ii) Heiger: a consolidation or merger of the torporation with or into any other corporation or corporations (other than a consolidation or merger in which the Corporation is the continuing Corporation).
  - (a) NYSE: New York Stock Exchange.
- (p) Option Issuance Agreement: The Option Issuance Agreement, dated as of January 1, 1996, by and stong the Optionse and the Corporation.
- (q) Option Shores: Shores of Common Stank and/or accurities purchased or purchasable upon exercise of this Option.
- $\langle z \rangle$  . Ferson: So individual, partnership, joint venture, comparation (least, unharmomented evaporation or government of any desortment or agency thereof.
- (a) TSG: The SARRY Group, last, a Delaware comporation and wholly-ownest subsidiary of the Comporation.

# ARTICLE T

# DUBATION AND EXPERSE OF OPTION

Section 3.6: Daration of Option. The Options may exercise this Option at any time and Ston time to vime after 9.00 A.W., Foot Worth, Texas time, on the Indital Exercise Date, and before 9.00 P.M., local time in Cort North, Texas time, on the Indital Exercise Date, and before 9.00 P.M., local time in Cort North, Texas time, on the Expiration Date, 15 (ii) this Option is out exercised point to \$100 P.M., ideal time to \$000 Morth, Texas on the Expiration Date, (ii) the Optiones shall be enhance the Informacion Technology Services Expressed Dissuant to Section 23.2.3, 23.4, 23.5 or 23.6, thereof, till TBS Senting Exercise the Information Technology Services Expressed Dissuant to Section 23.1(N) theorem of Post each Lexical on the Information and Migration Expressed Dissuant to Section 23.1(N) theorem, or (N) the Options shall dealing a notice pressuant to Section 4.2(S) (1) of the Option Issuance Exgressment, then this Option shall become void, and all rights hereunder shall immediately thereupon cases.

# Section 2.02: Exercise of Option.

(a) The Optionse may exercise this Option, in whole and not in part, by presenting or causing to be gissected, or the Europeanting attention after 9:00 A.M., Fort North, Texas time, or the Initial Exercise Date and prior to 5:00 P.N., Fort Morth, Texas time on the Engirection Date. (1) a written notice far Physories Noticea; the date of which heigh person reterved to as nor monder Date?) containing the Optioner's irreducable election to exects this Option, and a date not earlier than Effects European for later than Exercise Pusitions and contact that Contact Pusitions Days From the Education Date for the closing (the "Option Charing") of

is measurious Taps (or, if not listed on the MTSE, as reported on any other nactions securities exchange or automated quotation system on which the Compous Stock is listed or quoted, as responsed in the Wall Street Journal Mortheast sedition), or, if not reported towerly, any other national securities exchange or automated quotation species, the Ball street of assurables exchange or automated purchase of common Stoch as debenational by agreement of the Optionnes and the Comporation or, in the absence of such as spreament by an independent invostment banking from solected by agreement at an independent invostment banking from solected by the Optionne and an independent invostment banking from solected by the Optionne and an independent invostment banking time solected by the Comporation ( the cost of which eagagement will be divided equally between the Comporation, and the Optionne).

(6) Common Stock: Class a Common Stock, par value  $\delta$  of per share of the Corporation.

(f) Composite Protosactions Tape: A security price reporting vervice that includes all transactions in a security on each of the exchanges and to the over-the-nouncer market.

(g) Average Orice: \$27.60 per Option Store, on such price may be adjusted from time to time pursuant to Article III hereof.

(i) B88: The dont-Scott-Redion Assistment Exprovements Act of 1976, as smended, and the subset and regulations proveygated theremoder.

(j) Information Technology Services Agreement: The Information Technology Services Agreement, dated at of December 15, 1997, by and between the Optiones, tea Corporation and USG.

Initial Exercise Date: June 30, 1999.

(1) Taterim Operation and Migration Agraement. The Interim Operation and Migration Agraement, deted to of December 15, 1987, by and between the Optioneo, the Corporation and 1980.

(m) Issue Date: Whe date of execution of this Option as set forth on page 14 hereof.

(h) Expiration Date: December 51, 1999.

- if such prochase (as "Option Closing Date") and (ii) a certificate of a dely authorized officer of the Optionse in the form of axially a hereto, upon presentation of such written cotice and certificate. This Option shall be deemed exercised for all purposes hereinder. Any Option Closing will be of an agreed incation and line on the applicable Option Chairmy Date or at such later date as may be breesser; so as to comply with HRS and Obtain or nake any consents, approvals, orders, notifications or authorizations, sequired in commention with the requested (assumes of Option Shares (the "Regulatory Approvals").
- Approvates.

  (b) Botwithswanding anything to the contrary convained herein, any exercise of this Option and purchase of Option Shares shall be subject to compliance with applicable laws and reculations, which say prolibit the purchase of off the Option Shares sencified in the terminals Nation whiten first obtaining or waking certain Regulatory Approvals. In such event, it this Option, this Option may be ensembled in societable with Section 1.03(a) and the Options of shares to exercise this Option, this Option may be ensembled in societable with Section 1.03(a) and the Options of the Option Section 1.03(a) and the Options Shares appoints of the Exercise Nation that the Optionse is then permitted to acquire under the appoints I was and regulators, and it the Optionse should be remaining bulsance of the Option Shares appoints the remaining bulsance of the Option Shares appoints the remaining bulsance of the Optionse should be entitled to acquire such remaining bulsance. The Corporation agreement convist the Optionse in contract Regulatory Approvals. The Optionse shall be entitled to acquire such remaining bulsance. The Corporation agreement convist the Optionse in contract Regulatory Approvals. The Optionse is nearly provided the Approvals. The
- Texasonable out-of-pecket expenses incurred in commention with any assistance.

  (c) Note interest and incurred to the contrary contained become, if any time prior to the centh Austraess Day after its receipt of the Exercise Suction, the Contraction presents to the Options a notice exercising its right the "Cash-out Right" parsant to chie Section 2.02(c), then the Composation shall pay in the Optionee or its designee, on the Option Closing Bate, in surphage for the capitalists on the Option, an amount the "Cash-out Amounts' in cash equal to the lossor of (A) the number of Option Surres which would otherwise be gurchased at the Option and another its designee, or the Option 3 of the Cash-out Algorithm of the Cash out and the Option and Cash of the Cash out Australia State to any weekerlon in such mander pursuant to Saction 2.01(g) but quiving effect to any other adjustment parament to Article III or Section 2.02(b) multiplied by the difference between (i) the Conting Price and (ii) the Recorder of Article, as adjusted pursuant to Article III or Section 2.02(a) but giving effect to any other adjustment parametric to Article III or Section 2.02(b) multiplied by the difference between the Article III or Section 2.02(a) but giving effect to any other adjustment parametric to Article III or Section 2.02(b) multiplied by the difference between (i) the Cash as adjusted gurrament to Article III.

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- (6) At any Option Choosing, either (A) the Optiones shall pay, or shall cause to be paid, so the Corporation in inhediately available funde by wire transfer to a bank account designated in writing by the Corporation at least two beginness bays prior to such Option Closing an amount equal to the product of (1) the product of the Resulae Price, as adjusted pursuant to Article III (anterplied by the number of Option Shares is exacile hereanness (calculated without giving sefect to any adjustment pursuant to Article III (other there pursuant to Section 3.01(d)) or Section 3.01(b) but giving effect to any adjustment pursuant to Article III (other there pursuant to Section 3.01(d)) or Section 3.01(b) but giving effect to any adjustment pursuant to Article III of Section 3.01(b) in the number of thich is the number of option Shares to be purchased at such the number of of the interest of which is the number of Option Shares instable hereunder (calculated giving effect to any adjustment pursuant to Article III or Section 3.01(b) and the demonstrator of which is the number of Option Shares instable hereunder (calculated giving effect to any adjustment pursuant to Article III or Section 3.01(b) and the demonstrator of which is the number of Option Shares instable hereunder (calculated giving effect to any adjustment pursuant to Article III of the Article III but not division affect to Section 2.01(b) or (8) if the Corporation shall be and viving affect to any adjustment pursuant to Section 3.02 (c), the Corporation shall by the Optioner of its designee in (executed) and the Option of the Section Section 3.02 (d) of the Option of the Section Section 3.02 (d) of Section
- (c) At any Option Closing, (f) simultaneously with the collivery by the Options on its designes of immediately avoilable finds as provided in Section 2.02.014 and the surrender of this Option, the Options will Celiver to the Options or like designes a contificate or certificate representing the Option Charses to be purchased at such Option Closing, or (ii) if the Comporation shell have exertised its Cash-Out Highs pursuant to Sention 2.02 (c), sixultaneous with the derivery by the Corporation of immediately avoilable Funds as provided in Section 2.02.031, the Optionse shall surrender, or shall cause the surrender of, this Option.
- (2) The Optionse shall gay, or shall cause to be paid, any end all stook transfer and kimilar tawas which may be payorle in respect of the issue of any Option Shares or payorer of cost to the Optionee.
- Section 2.03: Revertation of Shares. The Corporation hereby agrees that at all times there shall be reserved for issuance and delivery upon conroles of the Option with master of Common Stock fines there is taken to time issuable topon corroles of this Option. All such shares sholl be dury authorized, and when issued upon such exercise, shall be validly issued, furthy paid and noncorescable, free and clear of all Jions, sentricy interests, therefore all other encombinations or restrictions on sale and free and clear of all preceptive rights.
- Section 2.00: Franticeal Shares. The Corporation shall not be required to issue any traction of a share of its copital stock to connection with the exercise of this Option, and in any case where the Optiones would, except for the provisions of this Apertice 2.00, be entitled under the rewms of this Option to receive a fraction of a share upon the exercise

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# ARTICLS III

# AGGUSTMENT OF STANES OF COMMON STOCK DURCHASABLE AND OF EXCECTSE URICE

The Exercise Price and the number and kind of Option Shares shall be subject to adjustment from time to time as provided in this Article III.

# Section 3.03: Mechanical Adjustments.

- (a) In case the Corporation shall at any time on from time to time after the data hereof (i) pay any dividend, or make any distribution, on the constanding shares of Common Stock in shares of Common Stock, (ii) subtiliate the outstanding shares of Common Stock, (iii) conduce the outstanding shares of Common Stock (iii) conduce the outstanding shares of Common Stock into a smaller tunders of shares. I've issue by reclassification or the meanes of Common Stock into a smaller tunders of shares. I've issue by reclassification or the meanes of Common Stock into a smaller tunders of shares. I've issue by reclassification or the meanes of Common Stock into a smaller undersoned the shares of Common Stock into a smaller tunders (iii) the control of the Origonation or (iv) experience any other change in the corporate or captital structure (timination) produced in the Lovership of the events obsertion of the interest of the events obsertion to the the Lovership of the events obsertion to the the Lovership of the events of the events obsertion of the theory of the control of the the Lovership of the events of the service of the events of the the lovership of the events of the events of the the Lovership of the events of the event of the events of the events of the events of the events of the eve structure, at the becomes effection.
- (b) If the Componentian shell take a remord of the bolders of its Dommon Stock for the purpose of envilling them to receive a dividend or other distribution and shall becreation; and before such dividend for distribution is said or delivered to shaceholders entitled thereto, legally abandum its plan to pay or deliver such dividend or distribution, then no adjustment in the Exercise Files then in effect shall be take by reason of the

10 of this Option, the Computation shall, upon the exercise of this Option and receipt of the Exercise whice, issue the Largest masher of Whole shares purchasable upon exercise of this Option. The Comporation shall, in lieu of issuing any fractional searc, pay the Optionses a sue to cash equal to the product of the Closing Police and Such Grantional interest.

issuing any fractional space, pay the Optionee a sue in cosh equal to the product of the Closing Prime and earth fractional interest.

Section 1.66: Registration Rights. The Obsporation shall, if requested by the Optionee at any time and trom time to time within one year office the exercise of this Option. Acceptability as possible prepare and file up to two registration statements under the Securities Act of 1033, as amended (the "Securities Act") if such registration is necessary in order to passed the value or other disposition of any or will Option Shaces in accordance wish the intended method of sale or other disposition. A "small" exceeding the Optionee, instanticy, if the conditions therefore are satisfied, a "small" earlier privation, and no Copporation shall use reasonable efforts to qualify such scarces under miny applicable state equalities in the exception of the Securities and or any successor provision, and applicable state equalities in the exception of the securities which are required therefore, and the securities of collect particle which are required therefore, and the securities of other parties which are required therefore and the securities of other parties which are required therefore a fine and securities of other parties which are required therefore a fine and securities of the comporation shall use reasonable efforts for some period work in excess of 1000 calcades days from the day such registration and temperature of the securities of the Corporation where the treatment first becomes effective as may be toneously necessary to attach such sale or other independent of the securities of the Corporation and the collection of the comporation and the collection of the comporation and the collection and to administ its office liveness may be composed for any other nature of the Corporation of the Corporation and the collection of the Corporation of the corporation and the collect

Section 3.66: Disting. If, at any time. Common Stock or any other sectifities to be acquired upon exactise of this Option are then listed on the MYRE (or any other national securities exchange or automated quotation system), the Corporation shall promptly file on application to that the Shares or Common Stock or other securities to be acquired upon exercise of this Option on the SYSP (and any work other national securities exchange or automated quotation system) and shall use reasonable efforts to obtain approval of such listing as promptly as practicable.

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- taking of such record, and any such adjustment previously made as a result of the taking of such record shall be reversed.
- the tables of such record shall be reversed.

  1 In the case of a Messger or a reorganization of the Corporation on a reclassification of the capital shock of the Corporation (except a transaction for which provision for adjustment is otherwise made in this Section 3.11), the Option shall the heasefure he exercisable into the number of shares of stock or other sacurities or property (including, without similarion, each to which a helder of the number of chares of forces of the Corporation deliverable upon exercise of such Option which have been existed upon such here here, expreprists adjustment (se determined by the Buard of Directors) shall be made in the application of the provisions herein sections with respect to the rights and indirect themselves of the Audiers of the Option, to the end that the provisions set forth mater. (Including provisions with respect to changes in and other adjustments of the applicable nonversion price) shall thereofor be applicable, as nearly as reasonably say be, in relation to any advance of street or other property transaction deliverable upon the associate of the Option.

  The Corporation shall not effect only such Recycle in the applicable as a capital as the capital shall be associated in a deliver the provision which the advance of street or other property transaction deliverable upon the associate of the Option.

  The Corporation shall not effect only such Recycle upon seption to an admitteneously with the consummental through the cause of advance of acone, securities or assect as, in accordance with the foregoing provisions, such such helper the Directors.
- (d) Whenever the Exercise Price payable upon exercise of this Option is adjusted pursuant to Section 3.(200), the twocer of Option States issuable between each isotromously be adjusted by natisplying the number of Option theres intitally issuable upon exercise of this Option issued to the same fact of on the front page of this Option) by the Exercise Price on the Issue Date and dividing the product so obtained by the Exercise Price, as adjusted.
- (6) Whenever the Exercise Price poyable upon exercise of this Option is adjusted pursuant to Section 3 (1)(a), the Cap and I identifamentally adjusted by multiplying the Cap (unaddictally prior to much adjustment by the Exercise Price, as adjustment to Section 1.01(a), and dividing the product so obtained by the Exercise Price lowedlately prior to such adjustment
- (t) In the event that at any time, we a result of any adjustment mode pursuant to Section 2.0%(a), the Optionse thereafter shall become entitled to traceive any source of capital stocks of the Corporation other than Common Stock, thereafter the number of such other where an interiorable upon execute of any Option shall be subject to adjustment from time to time in a warmer and on terms as nearly adjustment of practicable to the provisions with respect to the Common Stock contained to Section 3.00(a).

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(6) In the event that the Closing Price exceeds the Cap, the Option Eheres issuable upon exercise of this Option shall be reduced by the gnothest of (i) the product of (a) the excess of (y) and Closing Price, over (c) the Cap, multiplied by (i) the under of Option Scarce prior to such adjustment, divided by (ii) the Closing Price.

Section 1.62: Notices of Adjustment. Whenever the number of Option Shares on the Emercies brica is adjusted as herein provided, the Corporation chall propage and deliver forthwhich in the Optionse a nontificate adjusted proceedant or a Vice President or by the Treasurer or an Assistant Treasurer the Georgeapy or an Assistant Decretary of the Corporation, setting furth the adjusted number of shares jurchmasked upon the exercise of this Option and the Emercies Price of such shares after such adjustment, setting forth a belief stations of the fourth computing and other computation by exten edjistreon was made.

Section 3.03: rome of Ogtion After Adjustments. The forc of this Ogtion cade now he command the payable of the American Order of the Ogtion American Order of the American Order of the Ogtion American Order of the Ogtion Order of the O

#### ARTICLE IV

#### OTHER PROVISIONS RELATING TO RIGHTS OF OPTIONES

Section 3-0): No Rigots as Shareholders; Notice to Optionses.

Notices contained to this Potion shell be construed as conferring upon the Optionse any ownshell or rights whatevever as a shareholder of the Componentian, including, without limitation, the right to work, consent or receive motions as a shareholder in respect of any smering of characteries for the election of directors of the Componentian or of any other method experience of the Componentian or of any other method the right to receive dividends or more the grounded upon the lightdrian, dissolution or winding up of the Componentian.

Section 4.02; Lost, Stolen, Mutilated or Destroyed Options. If this Options is lost, utolen, mutilated or dustroyed, the Oergostation way, or such resonable terms as to indemeday or orthoroise as it way in inseresonable distraction impose (which shad, in the case of a mutilated Option, include the surrounder thereof', issue a new Option of like demonstration and tener as, and in substitution for, this Option.

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# ARTICLE VI

# OTHER MAYTERS

Section 6.01: Successors and Assigns. Except as otherwise contemplated by Section 2.01, the terms and provisions of this Option shall bind and furse to the benefit of the Options and its parmitted successors and parentited successors and parentited academs, except than this Option way not be assigned by the Optionse forber than (1) to wholly-neared substitutions or entities of which the Optionse is a wholly owned subsidiary or (3) to an entity to whom the Optionse has essigned all of its district consistant with, and under, the Information Technology Services Agreement, provided, that for outposes of this clause (11) such entity is not, at the time of such entity is not, at the class of such entity is not, at the class of such entity is not, at the class of such exposure of the Corporation or any member of the Corporation statifiated group, or forting to concern with any of the formation provided and the Corporation of the Corpora

Section 6.63: Entire Agreement. This Option, together with the Agreement of Purnbase and Salo and any agreements attached as exhibits thereto, contains the antire agreement ascong the parties with respect to the subject matter bereof and superseds all price and contemporaries arrangements or understandings with respect thereto.

Section 6.03: Amendmonth and Naivers, the serve and provisions of this Option, including the unvolutions of this sentence, may be exalticed on amended, or any of the provisions hereof waived, teoporarily or persenently, pursuant to the written consent of the Corporation and the Optiones.

dection 6.04: Chanterparts. We's Option may be executed in any numbers of counterparts, and each such counterpart harvest shall be deemed to be on original instrument, but all such counterparts ingelies shall noneticute but one agreement.

Section 6.05: Governing Low. This Option shall be governed by and construed in accordance with the laws of the State of New York without giving affect to the principles of conditions of inv.

Section 6.66: Motice. Any notice, request, response, decand, claim or other communication required or permitted hereunder by any party hereto to any other party shall be in writing and transmitted, delivered or sent by (a) presence calivory, (b) courter or messenger service, whether overright or some day (c) certified Motice Scales soil postage propert, notice receipt requested, or (d) prepaid telecopy or fearingle (except, that we Exercise Motice may be provided by telecopy or fearingle).

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Rection 5.01: Transfer. Except as otherwise provided in Section 6.01; heither this Option into any rights bereinder may be sold, transferred, avaigned or otherwise disposed of, in whole or in put, to any person without the prior written consent of the Corporation, which consent may be withfull in the sole discretion. Any much sale, transfer or other disposition of this Option or any rights homeunder shall no made in accordance with and sunject to the provisions of the Decurities Act, and the rules and regulations promulgated thereunder.

Section 5.62: Exstrictive Lessed. Each Option Stork issues upon exercise of this Option 33332 bear a legend containing the collowing words:

"THE SECURITIES REPRESENTED BY THIS CHAPTICATE MAVE NOT BEEN REGISTERED DIMBER THE SECURITIES AND OF 1043, AS AMERICAD, OS APPLICABLE STATE SECURITIES AND "BLUE SEY" LAKE. THE SECURITIES GAVE BREEN ACQUISED FOR EUROSPHENT AND MAX NOT STORED OF CHARMAGE TRANSPORMENT OF CHARMAGE TRANSPORMENT OF CHARMAGE PROSPECTED FORMER AND ADDITIONAL STATE SECURITIES AND "FALL SEY" LAME."

The requirement that the above legend on placed upon certificates evidencing any such securities shull mease and technicate upon the exclision of the following evenus: (1) when such shares are transferred in a public offering, (ii) when such shares are transferred pursuant to Rule 14 under the Socurities Act or (iii) when such shares are transferred pursuant to Rule 14 under the Socurities Act or (iii) when such shares are transferred in any other bromesurion 17 the solver solvers to the temporation on opinion of its noural. Which curried and apparter shall be reasonably satisfactory to the Comporation to the effect that such legent is no conger macessary to order to postage the Comporation spatial a vicination by it of the Securities Act or any applicable state securities or folke shyl lew upon any sale or under disposition of such shares without registration thereinder. Open the occurrance of such ovens, the Corporation, upon the surrender of certificates containing such depend, sholl, at its now expense, delives to the halder of any such securities as to which the requirement town such legend shall have torotherized, one or more new certificates evidencing each securities not bearing such legend.

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# if to Sprionee to:

US Airways, Inc. 23% Cryetal Drive Arlington, Virginia 20227 Telecopler: (703) 872-5251 Attenulon: General Counsel

# with a copy to:

Shadden, Aips, Siete, Mesgher & Flow LLP. 319 Third Avenue New York, New York 10022 Teneropier, (212) 715-7606 Attention: Thomas H. Kennedy, Usq.

# if to the Corporation to:

The SABR2 Group Holdings, Inc. A285 Amon Corter Boulevard Mail Ducp 3419 Fort North, Texas 7615b Tulescopier: 1917, 987-4044 Attention: Chief Finencial Officer

# with a copy to:

The \$883% Group Woldings for. 4335 Amon Carter Boulevard Mail Drog 4204 Fort North, Fexas /8155 Telecopier: (8279 967-1275 Attention: Geomet Courses

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and a copy to:

Fried, Prank, Harris, Shriver & Janobson One New York Plaze Hew York, New York 1888 Tethecopier: (211) 850-4060 Attention: Churles M. Nathan, Eaq.

or an much other address for a party as small, bug.

Bach crossniferation transmitted, delivered, or sent (a) in parame, by courier or measurement service, or by certified United Staces mail (postage pregaid and resure receipt requested shall be deemed given, received, and affective on the dace delivered to ur refused by the incended tecipient (with the return accept to the contier or consumers being deemed stackleine or the stricture of delivery or refused); or thiny telecopy or tomalmise transmission or by executonic and shall be deemed given, received, and affective or the date of actual receipt (with the confirmation of transmission or the electronic vacatip being deemed conclusive evidence of call incended receiples the parents of the confirmation of transmission or the electronic vacatip being deemed conclusive evidence of such accept, except where the intended receiples has promptly notified the other party that the transmission is illegible).

Novertheless, if the data of delivery or transmission is not a husbross Dey, or if the delivery or transmission is after 5:00 p.m., local time in Fort Worth, Tuzze, on a Busicess Day, the communication shall be decared given, received, and effective on the next Dusliness Day.

Section 6.07: Dispute Mesolution.

- (a) Except as otherwise stated in this Option, the parties shall resolve any dispute. disagreement, claim, or controversy arising in correction with or relating to this Option, or the Validay, interpretation, performance by breach of this Option ("Dispute") in accordance with this procedure or process by which a Dispute what he resolved incrept as otherwise states or modified in this Option: as described in the Dispute Assolution Appendix (so defined in the Option Industry Disputement). Nevertheless, if any Petron (se defined in the Option Industry Expensent). Nevertheless, if any Petron (se defined in the Agreement of Purchase and Sale) other than the parties and their efficiency. uffilldator:
- (1) des initietées à leweure or other judiciel, administrative, or arbitration proceedings against or involving either or both of the parties in which a Dispute will be resolved; or
- (ii) Is a necessary participant in any judicial, administrative, or arbitration proceedings to resolve a Dispute and carrot be joined by sither or both of the porties in an Arbitration of that Dispute under Section N.3 of the Dispute Resolution Appendix,

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Exhibit A

# Officer's Certificate

# (Date)

1. Neither the exercise of the Option requested pursuant to the Exercise Notice has the tracket by the Optionse on its designee of Option Shares upon such exercise does, see of the date hereof, or will, as of the Option Chosing Date, condition that or result in any bream on tamy of the terms conditions on provisions of, or constitute with due notice or lapse of time, or both) a default (or give rise to any right of termination, consolvation or acceleration) under, or result in the creation of any annumbrance of any klad or chalacter upon any of Optionne's graphytics or associatinate, any contract, any contract, any contract, written or oral to which it is a party.

IN WCCMMSS WMC2000, the understand has exempted this Certificate as of the date first solution above.

| l l | ο <b>ύ</b> : |
|-----|--------------|
|     |              |
|     | Name:        |
|     | Title:       |

that I. Sectionary of US Airways, Inc., do hereby certify that I is daily elected and qualified as of US Airways, Inc. as of the date nereof, and that the signature set forth above is such officer's signature.

Ву:

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So that (in either wase) the Dispute Resolution Procedure is or will be ineffective, then the parties need not use or follow the Dispute Resolution Procedure to resolve that Dispute, although the substitution on jurisdiction in Section 9.5 of the Dispute Resolution Notibit shall apply it necessary.

- (b) The parties shall fixely size, and only livelose to any mediator or arbitrator as part of any Dispute resolution proceeding, any and all resonantly requested colorant information mediat to tomitiate the resonanter of any Dispute and any and all internation without to lead to each relevant information.
- $\langle c \rangle$  . In the event of a Dispute, the garties shall continue to centura their respective obligations pursuant to this Agreement.
- (d) morbing in this Section 6.00 or the Dispute Resolution Procedure prevents the parties from resolving any Dispute by mutual agreement at any time.

Section 6.08: Severability. Whenever goesible, each provision of this Option sholl be interpreted in such passes as to be effective and volid, but if any provision of this Option is held to be invalid or unenforceable in any respect, such involidity or unenforceable in the such involidity or unenforceable in the such involidity of unenforceable any other provision of this Option

IN WITHESS WHEREOF, this Option has been duly, executed by the Comporation under its corporate seel as of the 2nd day of January, 1898

THE SANSE GROUP HOLDSHGS, INC.

By: /s/ Patrick Kelly Rease: Patrick Really Title: Senior Vice President and Chief Finencial Officex

Attest: /c/ Cames F. Brashear Assistant Secretary

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> WEITHER THE OPTIONS REPRESENTED BY THIS CERTIFICATE NOR THE SHARES ISSUABLE UPON MBLINDE VAN OFFICHS ADMINISTRATED IN THE SERVICE NOW THE SHRWES INCOMES HOW EXECUTED REMOVE HAVE BEEN REGISTRATED CHIEF VAN BE SECURITIES ALL OF 1833. AS AMMOND, OR APPLICABLE STATE SCHOOLING ON THIS ACCOUNT LAND. THE SECURITIES BAY BEEN ACQUITED FOR INTERNATIONS. BELTHAMEN, THRANEFERST OR COMESSISS CHIEFACT AND RECONSTRUCTED AND THE SECURITIES AND THE SECURITIES AND THE SECURITIES AND THE SET SET IN COMMELIANCE WITH SUCH CHIEF SET LAND.

OPTION TO CONCRASH
1,000,000 SHARES OF CLASS A COMMON STOCK,
TWO VALUE 9.01 FOR CHAPE.
OF
THE SASKE GROUP KOLDINGS, INC.

This certifies that for good and valuable consideration, the receipt and sufficiently of worsh are batchy admiceledged. We always, Inc., a Gelevate comparation the "optionee" is entitled to purchase at the Exercise Price from The SARSE Group Northings, This, a Gelevate conguration (his "Componation"), subject to the terms and conditions bereof, it may time after StoC A.R. Furt Writt, Toxas time, on the initial Removise Date and before StoO P.M., local time if Part Worth, Toxas on the Replacedor Data, the number of Components of

# ARTICLE I

Section 1.01: Definition of Morres. As used in this Option, the following capitalized terms shoul have the following respective meanings:  $\frac{1}{2} \left( \frac{1}{2} + \frac{1}{$ 

- (a) Agreement of Perchase and Sale: The Agreement of Purchase and Sale, dated as of December 13, 1997, by and among US Airwaya Group, Inc., a Delaware corporation, the Optionee, the Corporation and YSG.
- (h) Business Day: A day other than a Saturday, Sunday, national boliday in the Detect State, or other day (w which banks in the State of Texas are suthorized by law to recall closed.
- (c) Cap: \$127.00 per Option Share, we such humber may be adjusted from time to time pursuant to Article 133 hereof.

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- 20 (G) Closing Price: The average of the highest and lowest irrediag prices on the 5792 for the Natice late, per share of Common Stock as reported on the Composite Transactions Page (a), it not littled on the NASS, as reported on any office national securities excitation existence on sational and protection system on which the Common Stock is lighted or quirted, as reported to the Mail Street Januaria (Note these teledition), or, if not responsed through any other authoritative sources or, if not listed on the NASE or reported on any other national executities excitately sources of the teledition of the teledition of a characteristic sources of Common Stock of determined by agreement, by an independent investment building lim selected by the Options and the Corporation or, in the absence of such as a spreament, by an independent investment building lim selected by the Options and a hole production of the selected by the Options and an independent investment building lim selected to Constantion, which squeed upon investment banking firm shall be characteristic that the crapped by the Occasional on (The bost of which supappeared will be fivided egizily between the Corporation and the Optionse).
- (e) Common Stock: Class A Common Stock, par value S.G. ger share, of the Congruenton.
- (t) Composite Transactions Type: A security price reporting mervice that includes all transactions in a security or each of the exchanges and in the over-the-counter morket.
- (g) . Exercise Price: \$27.06 per Option Shart, we such price may be adjusted from time to time pursuant to Article III hereof.
  - (h) Expination Date: January 2, 2013.
- (i) RSR: The Hart-Scoty-Rodino Angitras: Eaprovements Aut of 1976, as amended, and the tiles and regulations promulgated thereunder.
- (j) Deformation Randmology Services Agreement: The Information Technology Services Agreement, dared as of December 13, 1997, by and between the Optionse, the Corporation and 1986.
  - Initial Exercise Dave: January 2, 2003.
- (1) Interim Operation and Nigration Agreement: The Anterim Operation and Nigration Agreement, deepd as of December 13, 1997, by and between the Operations. The Compression and TSM.
- (m) . Essue Date: The date of execution of this Opulor as set forth on page 14 hereof.

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- 32 Officer of the Optionse in the form of Exhibit A hereto. Upon presentation of such whitten notice and certificate, this option shall be desimed exercised for all purposes berounder. Any Option Closing will be at an agreed innotion and time on the optionable Option Closing late or at such takes date as say no necessary so as no comply with 1898 and obtains at make any consents, approvals, orders, ostifications or authorizations, required in consecution with the requested instances of Option Shares (the "Regulatory Approvals").
- requested iscusars of Option Sharse (the "Regulatory Approvals").

  (a) Betwitheravides anything to the contrary contained morein, any excepts of this Option and purchase of Option Sharses shall be subject to compliance with applicable less and regulations, which may possible the purchase of all the Option Sharses appending in the Exercise Notice without first obtaining or caking certain Regulatory Approvals. In such event, if this Option, this Option appears and the Option Sharses to execute this Option, this Option appears and the Options are associated in accordance with Section 2.22(s) and the Options, the Option Sharse position in containing with Section 2.22(s) and the Options call accurate her waxious number of Options Sharse specified in the Exercise Notice that the Optionse is then permitted to acquire under the applicable less and regulations, and it the Optionse thereafter that print to the Expiration Date: obtains the Regulatory Approvais to acquire the empirical particles of the Option Sharses specified in the Exercise Mortine, then the Optionse shall be articled to acquire such remaining balance of the Option Sharses specified in the Exercise Mortine, then the Optionse in seeking the Regulatory Approvais. The Computation may require the Optionse in seeking the Regulatory Approvais. The
- tenseable out-of-pocket expenses incurred in connection with any assistance.

  (c) Botsichstanding empthing to the contrary contained herein, if of any time prior to the trath hasdness May after his noneign of the berenias Notices, the Comparation creaseds to the Optiones a online scarcising its cinet (the "Cast-Out Right") paramet to this Section 2.02(c), then the Composition shall pay to the optiones or on this Section 2.02(c) then the Composition shall pay to the optiones or its designee, on the option Closing Date, in exchange for the cancellation of the Option an amount title "Cast-Out sement") in mass signal to the lessar of (a) the private of option flactors which was simply often to any radiation in such reason flooring take (maintained without giving offent to any other adjustment parameter to Article III on Section 3.03(a) but giving affect to any other adjustment parameter to Article III on Section 3.03(b) indiviping the price, as adjusted pursuant to Article III and (3) the number of Option Charces write would otherwise be purchased on the Option Charles Date (a) the section 2.02(d) that giving affect to any other adjustment pursuant to Article III or Section 2.02(d) that giving affect to any other adjustment pursuant to Article III or Section 2.02(d) that giving affect to any other adjustment pursuant to Article III.

  II or Section 2.02(d) authityled by the difference between (i) the Cap, as adjusted pursuant to Article III.
- (c) At any Option Closing, either (A) the Optiones charlings, or shall cause to be paid, to the Corporation in immediately available times by sites transfer to a bank.

- 31 (i) Heiger: A consolidation or merger of the Corporation with or into any other corporation or corporation to corporation. (other than a consolidation or merger is which the Corporation is the continuing (or-pression).
  - (a) NYSE: New York Stock Exchange
- (p) Option Issuance Agreement: The Option Issuance Agreement, doted as of Canuary 1, 1998, by and strong the Optionee and the Corporation.
- (q) Option Charas: There of Common Stock and/or accurities purphased or purchasable upon exercise of this Option.
- (r) Person: An individual, partnership, joint venture, composation, trust, unknownessed expeniently or queersment of any department or agency thereof.
- (c) TSG: The Sasks Group, inc., a Delaware corporation and who(1)-owned awas/d/ary or the Corporation.

#### APPRICIA CE

#### HOTTES RO REIDERRE GEAR HOUSARUL

Scotlen 3.01. Duration of Option. The Options any exercise this Option at any time and from time to time after 9.00 A.M., Fort Worth, Texas time, on the Initial Exercise Date, and better 9.00 P.M., local time in Port Worth, Texas time, on the Initial Exercise Date, and better 9.00 P.M., local time in Port Worth, Texas time, on the Neptonian lists. If (1) time Option is not exercised orion to \$100 P.M., isolal time in Port Worth, Texas on the Excitation Date, (11) the Optiones shall terminate the Information Technology Services Asystement pursuant to Sections 23.3, 23.4, 23.5 or 23.6 thereof, (11) Te Datail Exercise the Information Technology Services Asystement pursuant to Sections 23.1(M) Thorato, or (W) The Options can have approached pursuant to Rection 22.1(M) Thorato, or (W) The Options can had deliver a notice pursuant to Section 2.2(M) Thorato, or (W) The Options can had all rights hereunder shall immediately thereupon cease.

#### Section 2.02: Exercise of Option.

(a) The Optioner May Controlled this Option, in whole and not in geart, by gressating or caseling to be gressetted, to the Supposation after 9:08 A.M., Fort North, Texas cime, on the Initial Exercise Date and prior to 5:06 F.M., Fort North, Texas cime, on the Englishin Date. (1) a written holled the Supposation Date. (1) a written holled the Supposation Date. (2) A written holled the Supposation Date. (3) A written holled the Supposation Date. (3) A written holled the Supposation Date. (3) A written holled the Supposation Date (4) A written holled the Supposation Date of the Supposation Date. (3) A written holled the Supposation Date of the Suppo

someout designated in writing by the Corporation at least two Business Days prior to such Option Closing an amount equal to the product of (1) the product of the Corporation Prior, as educated garagean to Article P(1), multiplied by the number of Option Shares is assisted parameter to lead attack without giving effect to any adjustment personnel on Article III (album than personnel to Saction 1.01(d)) or Section 1.01(d) but giving effect to say adjustment pursuant to Saction 3.01(d)) multiplied by (1) a fraction, the numerator of which is be rumber of Option Shares to be precursed the such Option (the Article III) and the demonstrator of which is the number of Option Shares in any adjustment pursuant to Article III of Section 3.01(d) and the demonstrator of which is the number of Option Shares is assigned because the support of Option Shares is assigned by the Option Shares and the Option Shares are such as the III of the Option Shares of Option Shares in the Option of the Option Shares in the Option Shares of Option Shares in the Option Shares of Option Shares of Option Option Shares of Option Opt account designated is writing by the Corporation at least two Business Days

(e) At any Option Cinning, (i) simu taneously with the nelivery by the Optionse or its designee of immediately swallable finals as provided in Section (1014) and the surrender of this Option, the Corporation will notiver to the Options or the designee a contribute or certificate expresenting the Option Sheres to be purchased at such Option Closing, or (ii) if the Corporation shall have assembled the Cash-out Right purchant to Section 2.02 (c), shallaneous with the delivery by the Corporation of immediately swallable funds as gravided in Geotion 2.02(b), the Optione shall surrender, or shall cause the surrender of, this Option.

(1) The Optimies shall pay, or shall cause to be paid, any and all stock transfer and similar taxes which may be payable in respect of the lesue of any Option Shares or payeout of coast to the Optiones.

Section 2.83: Secarration of Shares. The Corporation moreby agrees that all times force shall be reserved for learning and delivery upon communic of this Option such moster of stores of Coron Scork from time to time issuable upon exercise of this Option. All such thurse shall be duly actionized, and when issued upon such exercise, shall be validly issued, fully paid and monarcements, force and clear of all lines, consistly interest, charges and other ennumerances or rearrictions on sale and free and clear of all momentum minus. all preexptive rights.

Section 2.04: Fixetional Shares. The Corporation shall not be required to issue any fraction of a shere of its capital stock in connection with the exercise of this option, and it any case where the optiones would, except for the provisions of nots Section 2.04, he articled under the terms of this Option, to proceive a fraction of a stars upon the execute of this Option, the Corporation start, upon the exercise of this Option and receipt of the Reservice Piles. Same the largest number of whole shares proclassible upon exercise of this

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34 Option: The Corporation shall, in liet of issuing any fractional share, pay the Optionse's son in each equal to the product of the Closing Price and such fractional interest.

the Optionse a sen in each agual to the product of the Clueing Price and such fractional interest.

Section 2.85: Registration Highle. The Componation awall, if requested by the Optionse at any time and from time to time within case year after the exercise of this Option, as expeditiously as possible prepare and file up to two registration estatements under the Securities Act of 1832, as amended the "Securities Act" of the "Securities Act of the accordance with the Irended eather Act," if anch registration is accordance with the Irended eather Act," if anch registration is accordance with the Irended eather of the Securities act of the Conference with the Irended eather of the Securities act of the Conference with the Irended eather of the Securities Act or any successor provision, and the Conference with the Eventeur of the Securities and the Securities are considered as a securities label. The Securities are to eather deposition and the Conference according to the Securities and the Securities and the Securities according to the Securities and the Securities and the Securities according to the Securities and the Securities according to the Securities and the Securities a

Section 2.86: Identeg. If, at any time, Common Stock or any other securities to be auguled agon exercise of this Option are then fitted on the NYSE for any other marious legislation to list the shares of Common shock or other securities to be adquired upon exercise or this Option or the While land any much other national securities exclange or automated quotation may accept one of securities to be adquired upon exercise of this Option or the While land any much other national securities exclange or automated quotation may appear on shall use reasonable efforts to obtain approval of such listing as promptly as greetleable.

- 16) In the case of a Merger or a reorgalization of the Corporation or a reclaveification of the capital scock of the Corporation (except a recreation to write provision tor adjustment to otherwise made in this Section 3.1(1), the Option small thereafter he excertabled into the number of sharms of stock or other ascentition or property (including, without limitation, cash) to which a holder of the instance of such Option would have been entitled upper such keeping and or or reclassification; and, in any such case, opporpricts adjustment (an determined by the board of Directors) shall no mode in toe application of the provisions here for the third reagent to the rights and interest thereeffer of the holders of the Option, we the end that the provisions set forth hints (including provisions with respect to changes in and other adjustments of the applicable convencion price) shall be the applicable, as central as respectively as reasonably say by in relation to make oursels of stock or other property thereafter deliverable upon the exercise of the Option. The Corporation shall non-affect only such Newger unless prior to or similarmentally with the consummation thereof the successor Corporation shall seasons by written that themediate or assets so, in accordance with the foregoing provisions, as each such holder is entitled to receive.
- (d) Whenever the Executive Price gayenle upon executive of this Option is adjusted purcuint to Section 3.1(a), the messer of Option Shares instable heartender shall simultaneously be adjusted by multiplying the number of Option Shares initially issuable upon mercrise of this Option (so set for on the front page of this Option) by the deverties Price on the taxes done of dividing the product so obtained by the Exercise Price, as adjusted.
- (e) Shemever the Exercise Price payable upon exercise of clie Option is adjusted purement to Section 3.0:(a), the Cap small simultaneously be adjusted by multiplying the Cap immediately prior to such adjustment by the Exercise Orice, as adjusted pursuant to Section 1.0:(a) and dividing the product so obtained by the Exercise Price immediately prior to such adjustment
- (5) In the event that at any time, we we result of any adjustment made pursuant to Section 2.31(a), the Optionse thereafter shall become entitled to receive any source of copical stock of the Gospetarion other than Common Stock, thereafter the number of south other shares so resolvable upon exercise of any Option shall be subject to adjustment from time to time in a context and on torse as energy adjustment approachicable to the provisions with respect to the Common. Stock contained in Section 3.42(a).
- $\langle q_i\rangle$  . In the event that the Closing Frice exceeds the Cap, the Option Searca issuable upon exercise of nois Option shall on reduced by the quotient of  $\langle 11\rangle$  the product of

- g -

# ADJUSTMENT OF SHARES OF COMMON STOCK FURCHASABLE AND OF EXERCISE PRICE

The Exercise Drice and the number and kind of Option Shares shall be subject to adjustment from bine to bine as provided in this Arvicle III.

Section 3.01: Mechapácal Adjustmente.

Section 3.01: Mechanical indjustments.

(a) In case the Corporation shall at any rice of from time to time efter the data hereof (1) gay any dividend, or take any distribution, or the constanting shares of Commun Stock in there of Commun Stock, (11) stabilities the cutstlending shares of Commun Stock (111) combine the unistanding shares of Commun Stock, (111) combine the unistanding shares of Common Stock, (111) combine the unistanding shares of the Aspares of Common Stock into a smaller thouse in the constanting the preclassification of the Aspares of Common Stock into a smaller thouse in its corporace of capital stock of the Corporation of the Aspares of Common Stock into a smaller thouse in the corporace of capital stock of the Corporation of the Common Stock in the Interest of the Common Stock in the Corporation of Common Stock in the Corporation of the Common described in the temperature of the theorem of the Common Stock in effect immediately grion to such adjustment Event of the veneral date therefor, whichever is earlier, whall be adjusted so that the Optione shall be efficied to reache seats or property (including, without limitation, cash) which such including the common Stock or other capital date of the Edynstron Events described shown, had such Option hear converted into Common Stock Stock Interest. Event or the Section 3.01(a) shall become effective (2) in the case of any such dividend or distribution, or (y) in the case of business on the record dates for the determination of holders of stars or Common Stock Stock Stock Lee to conserve such dividend or distribution, or (y) in the case of business on the record dates for the determination of nothers of some or Common Stock Stock Stock Stock Common Stock Common Stock Common Stock St

(n) If the Corporation shell take a remord of the bolders of its Common Chock for the purpose of contiling them to receive a dividend or other distribution and shall thereafter, and before such divident or distribution is paid or delivered to sherebolders entitled thereto, legally abendum its plan to easy or deliver such dividend or discribution, then no adjustment in the Exercise Price then in effect shall be tade by reason of the taking of such remord, and any such adjustment proviously made as a result of the taking of such record should be reversed.

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(a) the excess of (y) the Closing Price, over  $\{x\}$  the Cap, multiplied by (b) the masker of Option Shares prior to such adjustment, divided by (ii) the Closing Price.

Section 3.02: Notices of Adjustment. Missave the order of Option Shares or the Exercise Prize is adjusted as herein provided, the Composition shall propers and delives forthwith or the Optiones a cartificate aloned by a President or a Vice President or by the Transaurer of the Assistant Transaurer the Secretary or or Ancietant Secretary of the Composition, conting force the adjustment of the Composition of the Machine of the Option of the Exercise Price of such chartes after soin adjustment, setting South a brief exhibitement of the facts requiring each adjustment, setting South a brief exhibitement of the facts requiring each adjustment and setting South the Computation by Which adjustment was eade.

Section 3.03: Form of Option After Adjustments. The form of this Option reed not be changed echause of key adjustments in the Exercise Price of the number or kind of the Option Sheres, and Options Chemetostone or thereafth instant day conditions to express the same price and number and kind of shares agree stated in this Option, as latitally issued.

# OTHER PROVISIONS RELATING TO RIGHTS OF OPTIONER

Cection 4.51: No Rights as Chareholders; Notice to Optionees, sorbing contained in this Option shall be construed as containing upon the Optiones any ownership or rights whetecover as a shareholder of the Comparation, including, whichen industion, the ciquit to wore, consect or receive notice as a shareholder in respect of any meeting of shareholders for the election of directors of the Comparation or of any other matter of the light to receive dividends or receive groceeds upon the liquidation, dissolution or winding up of the Comparation.

Section 3.02: lost, Stolen, Muticated or Destroyed Optimes. If this Optime is lost, stolen, muclisted or destroyed, the Corporation way, or such reasonable terms as to indensity or otherwise as it may in its reasonable discretion impose (which shall, in the case of a mutilated Option, include the surrender thereoft), leave a new Option of like denomination and tenor as, and in substitution for, this Option.

# ARTICLE V

# TRANSFER OF OPTIONS

Section 5.00: transfer. Except as otherwise provided in Section 6.00, neither tels Option nor any rights becauder may be sold, transferred, assigned or otherwise disposed of, in Whole or in part, he any parson without the prior written consent of the Corporation.

38 which content may be withheld in its sule discretion. Any such sale, transfer or other disposition of this uption or any rights hereunder shall be made in accordance with and subject to the provisions of the Securities Act, are the rules and regulations promutgated theretweer.

Section 5.02: Restrictive Legend. Each Option Share issued upon exercise of this Option shall bear a legend containing the following words:

"THE SHOCKLYAR PROPRESENTIAL BY THIS CHAPTER OWNER RATE NOT BEEN REGISTRING DEEDER THE CHOCKLITES ACT OF 1033, AS ARRIVED, ON APPLICABLE STATE SECURITIES AND "BLUE SKY" LAWS. THE SECURITIES HAVE BEEN ACQUIRED FOR INVESTMENT AND MAY NOT BE OFFERED, SOLD, PLESCED, EXCHANGED, TRAINSPERRED OR CHIERKIES DIRRORD OF ROMENT HE COMPLEXAGE OF CHIERKIES STATE SHOULTHAND AND "BLUE SKY" LAWS."

The requirement that the above legend be placed upon certificates evidencing any auch securities about means and versituate upon the mattless of the following events: () when such whares ere transferred in a public offering, (ii) when cuch stores are transferred governant to but a third under the Securities Act or (iii) when such states are transferred in any other transaction if the sollow dailvors to the Componation on egition of the compant, which coursel and opinion shall be resembly estimated by the Componation to the effect what outs legend is no longer assessmenty in order to protect the Componation equipment a vicination by 10 of the decurities for any applicable state securities or "blue sky" leve upon any sale or other disposition of such aboves without registration that everywhere the occurrence of suns event, the Componation open the screening of continuous work levends, shall, at his own expense, deliver to the holder of any such securities as to which the requirement for such legend shall have terrificated, one or more hew certificates evidencing such securities not bearing such legend.

#### ARTICLS VI

#### OTHER MATTERS

Earties 6.01: Sucreasory and Assigns. Except as otherwise contemplated by Sention 2.01, the terms and provisions of atta Option shall bind are invue to the benefit of the Options and its passisted sucreasors and permitted sesigns, except that this Option say not be assigned by the Options (other the, if) to wholly owned saleddeless or entitles of which the Optionse is a wholly-owned subsidiary or (ii) to an entity to whom

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with a copy to:

Skadden, Arps, Slate, Mosgher & Ylox M.P. 919 Third Avenue Mew York, Wes York 18822 Telecopier (213) 738-2050 Attention, Thomas H. Kennedy, Eag.

of to the Componentian to:

The SABAL Group Holdings, Inc. 4805 Amou Carter Bouleverd Nail Droo 4815 Fort North, Texas 76176 Telecopier: (2877 867-676 Attention: Coist Financial Officer

with a copy for

The SABRE Orbup Heldings Inc 4286 Amer Carter Receiverd Wail Prop 4204 Fort Worth, Texas 76155 Telscopler (817) 957-1215 Attention: General Counsel

and a copy to:

Pried, Scauk, Harris, Shriver & Jacobson One New York Placks New York, Jew York 1886-6100 Tenecopier: (2021 855-6100 Attention: Charles M. Natham, Baq

or at such other address for a party as shall be specified by like hotics.
Each occorrication transmitted, delivered, or sent (a) in person, by contriet or moreometric certain states and delivered or as the states of the present of the contriet of moreometric certain tension tension to be desired given, reneived, and effective on the detivered to or returned by the introduct contrient within the return receipt or the equivalent record of the courier or measurer being deemed months are evidence of delivery or referably or (b) by telecypy or facilable transmission or the state state freely (with the conditional or transmission or the electronic vectors being deemed conditions or the state should receipt when the electronic vectors being deemed conditions or transmission or the electronic vectors being deemed conditions or transmission or the electronic vectors being deemed conditions or transmission or the electronic vectors being deemed conditions or transmission or the electronic vectors being deemed conditions or transmission or the electronic vectors being deemed and the property product the other party that the transmission is illegible.

The Optionee has assigned all of its rights and delegated all of its dotles consistent with, and under, the antomation Technology Services Agreement, provides, that for purposes of this closes (ii), such entity is not, at the time of such assignment, a needer of the Corporation's "affiliated group", a needer of the Corporation's "affiliated group" or "working in connect with" any of the Corporation's "affiliated group" or "working in connect with" any of the Corporation's "affiliated group" or "working in connect with" any of the Corporation's generous", as such terms are used in Trasaury Beg. 1.3304.4(c)(4)(ii)) without the prior written corrects of the Corporation, which common may be withhold in its sole discretion.

Dection 0.02: Butire Agreement. This Option, together with the Agreement of Purchase and Sale and any agreements attached as axhibite thereto, contains the entire agreement assang the parties with respect to the subject monther became and super-subject prior and concemposaments acrangements or understandings with respect thereto.

Section 6.63: Amendments and Naivers. The terms and provisions of this Option, including one provisions of tota and some easy be available to semanded, or any of the provisions because manded, or any of the provisions because manded, the operately or personnelly, pursuant to the written consent of the Corporation and the Optionse.

Acction 6.60: Counterparts. Whis Option may be assembled in any number of counterparts, and each each countergart hereof shall be desired to be on original instrument, but all each counterparts together shall constitute but one surrement.

Section 6.05: Deverting Lew. Yels Option shall be governed by and construct in accordance with the laws of the State of New York without giving effect to the principles of conflicts of law.

Section 6.06: Motice. Any notice, request, response, decord, claim on other communication required or permitted hereundar by any party beveto to any other permy soult no in writing and transmitted, delivered or sear by (a) several delivery, (b) courier or messenger source, whether constriging our some day (c) cariffied United States wail postage propaid, return secapt sequested, or (d) prepaid telecopy or Economic except, that no Exercise Notice may be provided by telecopy or (considio).

if to Opnionea to.

US Airways, Enc. 33e5 Crystal Drive Brington, Virginia 22227 Talecopier: (703) 572-5852 Attention: General Course.

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Revertheless, if the date of delivery or transmission is not a Susineva Day, or if the delivery or transmission is after 100 p.m., local time in Fort Worth, Torsa, on a dustages Day, the communication should be deared given, tensived, and offentive on the meant Sustness Day.

Section 6.67: Dispute Resolution.

(a) Except is otherwise stated in this Option, the parties shall recolve any dispute, disagreement, claim, or controversy string to consection with or relaxing to this Option, or the volidity, interprobation, performance or breach of this Option ("Dispute") in economics with this procedure or process by which a Dispute must be resolved (except as otherwise stated or modified in this Option) as described in the Dispute Nesolution Appendix (as Deficed in the Option (Securice Appendix)). Newscholves, if any Securi, to define it the Agreement of Durchase and Sale) other than the parties and their officialists.

(i) Has Settlaned a lawsoft or other judicia. edministrative, or arbitration proceedings against or involving either or both of the parties is which a Dispute will be resolved, or

(ii) Is a necessory partic(pant in any judiciat, administrative, or arbitration proceedings to resolve a Dispute and carnot be joined by either or both of the partice is an erbitration of that Dispute adder Section 0.3 of the Dispute Resolution Appendix,

on that (in either case) the Dispute Resolution Procedure is or will be insufficiently. One the purious each on use or follow he bispute Resolution Procedure to resolve that Dispute, although the embelsion or jurisdiction in Section 8.5 of the Dispute Resolution Exhibit shall apply if necessary.

(b) The parties stall freely share, and tay disclose to any mediator or arbitrator as part of any dispute resolution proceeding, any and all reasonably requested relevant infraestics needed to facilitate two resolution of any Dispute and any and all information likely to lead to such relevant information.

(c) In the event of a Disgute, the parties shall continue to perfore their respective nebigations gursuage to this Agresment.

(2) Nothing in this Section 6.07 or the Disputs Resolution. Procedure prevents the parties from resolving any Disputs by mutual agreement or now time.

Section 6.08: Severability, Receiver possible, each provision of this Option shall be incorpreted in such manner as to be effective and valid, but if any provision of this Option is held to be loveled or unemforceable to any respect, such invalidity or

-13-

 $42\,$  unmafforceability shall not reader invalid or unemforceable any other provision of this option.

IN WITHERS WERREOF, this Oppion has occur dury, executed by the Componation under its componate seal as of the 2nd day of January, 1808

THE SABRE GROUP HOLDINGS, INC.

By: /s/ Datrick Kesly

Name: Patrick Kally Title: Senior Vice President and Chief Financial Officer

Attest: Cames #. Brashear Assistant Secretary

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SUBSIDIARIES THE SABRE GROUP HOLDINGS, INC.

THE SAURE GROUP ROLDINGS, INC. SUBSIDIARIES (DACH SUBSIDIARIES SUBSIDIARIES SUBSIDIARIES SUBSIDIARIES OUTCOMEN MISTHER BELOW).

The SABRE Group, Inc. (Delaware)

THE SASRE GROOM, INC. SCHELLDERFRE

Amess Intermentaris Network, Dic. (Vepam) (25%)

ENCORPANS Folding, The. (Delaware)

Prive Ltd. (Lat.ik) (50%)

ENERE Derivation Technologies International, Dic. (Delaware)

5ADRA Decreation Technologies International, Dic. (Delaware)

5ADRA Determinational Rodinge, Inc. (Delaware)

SADRA Stermational Rodinge, Inc. (Delaware)

SADRA Stermational Rodinge, Inc. (Delaware)

SET Holding, Inc. (Delaware)

SET Holding, Inc. (Delaware)

TICSU, Inc. (Delaware)

Tickenet. Coplaratio (Couloub)

EADRA Comp. Sales (Dermodos), Ltd.

SADRA Comp. Sales (Dermodos), Ltd.

SADRA Comp. Sales (Dermodos), Ltd.

SABRA Verbalogy Ballarda B.V. (The Weinerlands)

SABRE Lebology Ballarda B.V. (The Weinerlands)

SARRE DECISION EXCENDEDGES INVERNALIONAL INC. SURSEDIARY\*

SABRE Decision Technologies (Australia) Pty Lud.

CABRE INTERNATIONAL. INC. GUEGIDIARIEG\*

SABNE Regium (Belgium) (99%)
SPARE Cumputer-Sensorvierungsverses Gmid (Aca.c)m)
SAREE Cumputer-Sensorvierungsverses Gmid (Aca.c)m)
SAREE Destochland Marketing Gmid (Germany)
SAREE Destochland Services Gmid (Germany)
SAREE Nigoram Merzenfog, N.A. (Spain) (99%)
SAREE Malland Sarvierung Management Services Lett (UK) (99%)
SAREE Halland Sa (Grance)
SAREE Halland Sa (Grance)

Exhibit A

Officer's Certificate

1. Neither the exercise of the Option requested pursuant to the Exercise Review and the sensipl by the Options of the designee of Option Shares upon such exercise does, as of the data hereof, or will, as of the Option Closing Date, condition with or vessus in any breast of any of the terms, conditions on provisions of, or constitute (with due notion or lapse of time, or both) a default for give vise to any right of texthation, cancellation or acceleration) under, or result in the creation of any enreadmentance of any kind or elaminate upon any of Optionnoi's proporties or asserts under, any contract, written or oral to which it is a porty.

IN WITHINS WHEREOF, the undersigned has executed this Cartificate as of the dace first written above.

by: Title:

Ey: Name.

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SABRE INTERMATIONAL. INC. SUBSIDIRRIES\* - CONTINUED

NAMER Italia S.F.I. (Ptoly) (SST)
BARRE Matheting Moderland N.V. (Poe Metherlands)
SREEP Doings AS (Servey)
SARRE Pottugal Services LDA (Portugal) (994)
SARRE Pottugal Services LDA (Portugal) (994)
SARRE Obtugal Services (Objected LTDA (Colembia)
SARRE ON Services AN (Sewadon)
SARRE ON Services (Asserting LDA (US)
STANDE ON Services (Laborationing) (995)

SABRE INTERNATIONAL HOLDINGS, INC. SUBSIDIARIES\*

SADER Delgium (Belgium) (1%)
SADER Mapace Marksting, S.A. (Sprin) (1%)
SABER Surrope Management Services Ltd. (UR. (18)
SABER Dertugal Services LDS. (Sertugal) (18)
SABER Dertugal Services LDS. (Sertugal) (18)
SABER ON Marksting Ltd. (OK) (18)
SABER ON Marksting Ltd. (OK) (18)

SET HOLDING, INC. SUBSIDIARY\*

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EMETRIC 21 1

SABRE Sociedad Technologica S.A. (Mexico) (5%)

SABNE SOCIEDAD TWODOLOGICA S.A. SUBSTOLARY

SABRE Services Administration (Mexico)

SABRE TROUNDSCOY SUFERPRISES, 17TD. SUBSIDIARY\*

SABRE Tecneology Entarprises II, Ltd. (Cayman Islands) The SABRE Group International (BARRAIS) W.L.L. (Bahcain)

TSČL, INC. SUBSIDIARIES\*

1986 Molding, Inc. (Dalowers) 1895-208, Inc. (Dalowers)

TICKETNET CORPORATION SUBSIDERRY\*

148548 Canada, Inc. (Canada)

\* All subsidiaries are wholly-owned or less otherwise poted in parenthesis

2X(3E10, 53°1

### CONSENT OF BRNST & TOURG LEF

We consent to the incorporation by reference in the deglarization Statements (Sorr S-5 Nos. 333-13917, 323-14609, and 333-13881) pertaining to the SABBU Group Moddings, Inc. 1995 Long-Team Incentive Pien, 1995 Linescore Stuck Incentise Pien, respectively, of our report deted January 19, 1998, except for Note 14, as to which the date is Pelmanary 37, 1998, with respect to the consolidated financial statements of the SABBU Group Holdings, Inc. Included in the Annual Report (Sorm 30-N) for the year codes Oscenber 31, 1997.

ERMST & YOUNG LLP

Dalias, Yexas March 23, 1999

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<ARTICLE> 5 <MULTIPLIER> 1,005

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|---|------|---------------|
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| <preferred:< td=""><td></td><td>C</td></preferred:<>              |      | C             |
| <commol></commol>   |      | 1,362         |
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| <pre><ytitugs jayot="" ttiatuael="" una=""></ytitugs></pre>       |      | 1,822,958     |
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| < DACOMS - CONTITUES DAGS   |      | 199,853       |
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<ARTICLE> 5 <RESTATED> <MULTIPLIER> 1,000

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| < 13/04 - 03/04/04 >   |      | 1.43        |
| < ROS-BILUTRU»   |      | 1.43        |
|  |      |             |

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# UNITED STATES SECURITIES AND EXCHANGE COMMISSION WASHINGTON, D.C. 20549

### FORM 10-K

| [X] | Annua | ıl Repo | ort Pu | ırsuant | to   | Secti | on 1 | L3 c | r  | 15 (d) | of | the | Securities | Exchange |
|-----|-------|---------|--------|---------|------|-------|------|------|----|--------|----|-----|------------|----------|
|     | Act c | f 1934  | [No    | Fee Re  | quir | ed]   |      |      |    |        |    |     |            |          |
|     |       |         |        |         | -    |       |      |      |    |        |    |     |            |          |
|     | For f | iscal   | year   | ended : | Dece | mber  | 31,  | 199  | 8. |        |    |     |            |          |

] Transition Report Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934 [No Fee Required]

Commission file number 1-12175

|   | THE SABRE GROUP HOLDINGS, INC.                         |
|---|--|
| - |  |
|   | (Exact name of registrant as specified in its charter) |
|   |  |
|   |  |

Delaware 75-2662240

(State or other jurisdiction of incorporation or organization)

4255 Amon Carter Blvd.
Fort Worth, Texas 76155

(Address of principal executive offices)

Registrant's telephone number, including area code (817) 963-6400

Securities registered pursuant to Section 12(b) of the Act:

Title of Each Class Name of exchange on which registered

Class A Common Stock, par value \$.01 New York Stock Exchange

per share

Securities registered pursuant to Section 12(g) of the Act:

NONE
- -----(Title of Class)

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or  $15\,(d)$  of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes X No  $\phantom{0}$ .

Indicate by check mark if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K (Section 229.405 of this chapter) is not contained herein, and will not be contained, to the best of registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-K or any amendment to this Form 10-K. [X]

The aggregate market value of the voting stock held by non-affiliates of the registrant as of March 15, 1999 was approximately \$945,351,834. As of March 15, 1999, 22,572,421 shares of the registrant's Class A Common Stock and 107,374,000 shares of the registrant's Class B Common Stock were outstanding.

# DOCUMENTS INCORPORATED BY REFERENCE

Part III of this Form 10-K incorporates by reference certain information from the Proxy Statement for the Annual Meeting of Stockholders to be held May 19, 1999.

#### ITEM 1. BUSINESS

The Sabre Group Holdings, Inc. is a holding company incorporated in Delaware on June 25, 1996. Pursuant to a reorganization consummated on July 2, 1996 (the "Reorganization"), the Company became the successor to the businesses of The Sabre Group which were formerly operated as divisions or subsidiaries of American Airlines, Inc. ("American") or AMR Corporation ("AMR"). Unless otherwise indicated, references herein to the "Company" include The Sabre Group Holdings, Inc. and its consolidated subsidiaries and, for any period prior to the Reorganization, the business of AMR and American constituting The Sabre Group. On October 17, 1996, the Company completed an initial public offering (the "Offering") of 23,230,000 shares of its Class A Common Stock, par value \$.01 per share, constituting approximately 17.8% of the economic interest of the Company's outstanding common equity. As of March 15, 1999, AMR owned all 107,374,000 shares of the Company's Class B Common Stock, representing approximately 82.6% of the economic interest and 97.9% of the combined voting power of all classes of voting stock of the Company.

The Company is the world leader in the electronic distribution of travel through its SABRE-Registered Trademark-(1) computer reservations system ("the SABRE system"). In addition, the Company is a leading provider of information technology solutions to the travel and transportation industries and fulfills substantially all of the data processing, network and distributed systems needs of American and AMR's other subsidiaries, Canadian Airlines International, Ltd., ("Canadian"), US Airways, Inc. ("US Airways") and other customers.

### ELECTRONIC TRAVEL DISTRIBUTION

The SABRE system and other global distribution systems are the principal means of air travel distribution in the United States and a growing means of air travel distribution internationally. Through the SABRE system, travel agencies, corporate travel departments and individual consumers ("subscribers") can access information about and book reservations with airlines and other providers of travel and travel-related products and services ("associates"). As of December 31, 1998, travel agencies with approximately 40,000 locations in over 100 countries on six continents subscribed to the SABRE system. Subscribers are able to make reservations with more than 420 airlines, more than 50 car rental companies and more than 200 hotel companies covering approximately 40,000 hotel properties worldwide.

During 1998, more airline bookings in North America were made through the SABRE system than through any other global distribution system. In 1998, approximately 57.4% of the Company's revenue was generated by the electronic distribution of travel, primarily through booking fees paid by associates.

# THE SABRE GLOBAL DISTRIBUTION SYSTEM

The SABRE system, like other global distribution systems, creates an electronic marketplace where travel providers display information about their products and warehouse and manage inventory. Subscribers -- principally travel agencies but also corporate travel departments and individual consumers -- access information and purchase travel products and services. In 1998, over 850 associates displayed information about their products and services through the SABRE system, and the Company estimates that more than \$70 billion of travel-related products and services were sold through the SABRE system.

In addition to providing information to subscribers about airlines and other travel-related vendors, the SABRE system reports to the travel providers transaction data about subscriber-generated reservations, allowing vendors to better manage inventory and revenues. The SABRE system also allows travel agency subscribers to print airline tickets, boarding passes and itineraries. Additionally, the SABRE system provides subscribers with travel information on matters such as currency, medical and visa requirements, weather and sightseeing. By accessing the SABRE system, a subscriber can, from a single source, obtain schedule, availability and pricing information from multiple travel providers for complex travel itineraries.

<sup>(1)</sup> All marks are trademarks and/or service marks of their respective owners. Sabre is a registered trademark of a subsidiary of the Sabre Group Holdings, Inc.

### ASSOCIATE PARTICIPATION

The Company derives its electronic travel distribution revenues primarily from booking fees paid by associates for reservations made through the SABRE system for their products and services. In addition to airlines, associates include car rental companies, hotel companies, railroads, tour operators, ferry companies and cruise lines.

Airlines and other associates can display, warehouse, manage and sell their inventory in the SABRE system. The booking fee paid by an associate depends upon several factors, including the associate's level of participation in the SABRE system and the type of products or services provided by the associate. Airlines are offered a wide range of participation levels. The lowest level of participation for airlines, SABRE BASIC BOOKING REQUEST-SM- participation level, provides schedules and electronic booking functionality only. Higher levels of participation for airlines, such as SABRE DIRECT CONNECT AVAILABILITY-SM- participation level, provide greater levels of communication with the SABRE system, giving subscribers more detailed information and associates improved inventory management. For an associate selecting one of the higher levels of participation, the SABRE system provides subscribers with a direct connection to the associate's internal reservation system, allowing the SABRE system to provide real-time information and allowing the associate to optimize revenue for each flight. Car rental companies and hotel operators are provided with similar levels of participation from which to select. The Company also provides associates, upon request, marketing data derived from the SABRE system bookings for fees that vary depending on the amount and type of information provided.

#### SUBSCRIBER ACCESS

Access to the SABRE system enables subscribers to electronically locate, price, compare and purchase travel products and services provided by associates. The Company tailors the interface and functionality of the SABRE system to the needs of its different types of subscribers. Marketing is targeted to travel agencies, corporations and individual consumers.

TRAVEL AGENTS. The Company provides travel agents with the hardware, software, technical support and other services needed to use the SABRE system, in return for fees that typically vary inversely with the travel agency's productivity, as measured by the number of bookings generated. Such fees are payable over the term of the travel agent's agreement with the Company, generally five years in the United States and Latin America, three years in Canada, and one year in Europe.

Because travel agencies have differing needs, the Company has modified the SABRE system interface to meet the specific needs of different categories of travel agents. Travel agents can choose interfaces that range from simple, text-based systems to feature-laden graphical systems. For example, the Company developed TURBO SABRE-TM- software, an advanced point-of-sale interface and application development tool that enables advanced functionality such as customized screens, automated quality control, database integration, and eliminates complex commands, reducing keystrokes and training requirements.

PLANET SABRE-SM- software, which the Company introduced in February 1997, includes a graphical launch pad, which enables the user to move to any function with one or two clicks of a mouse; a customizer feature, which allows travel agencies to tailor PLANET SABRE-SM- software to meet their own specific needs; a tutorial; online help; a place to store notes about clients, destinations or procedures; and a suggestion system. PLANET SABRE-SM- software transforms the SABRE system from a complex command-oriented system to an all-graphic interface with continued access to the SABRE system and its capabilities.

The SABRE system interfaces are available in English, Spanish, Portuguese, French, German, Italian and Japanese. In addition, the Company offers travel agencies back-office accounting systems and further supports travel agencies by offering a simplified method to develop and place their own marketing presence on the World Wide Web.

CORPORATIONS. The Company sells COMMERCIAL SABRE-Registered Trademark-software to corporations and home-based travel agents that are sponsored by travel agencies. Using COMMERCIAL SABRE-Registered Trademark-software, a traveler or agent can connect to the SABRE system and make bookings which are automatically delivered to the sponsoring agency where travel documents are issued.

The Company also markets the SABRE system to corporations through the SABRE BUSINESS TRAVEL SOLUTIONS-TM- system ("the SABRE BTS-TM- system"). Released in October 1996, the SABRE BTS-TM- system is designed for corporate travelers, travel arrangers and travel managers. It is a fully-integrated product suite for travel planning and booking, expense reporting and decision-support. The SABRE BTS-TM- system provides corporations with tools to better manage travel costs, ensure compliance with corporate travel policies, automate expense reporting and obtain real-time information on all aspects of travel.

INDIVIDUAL CONSUMERS. Through the Company's TRAVELOCITY.COM-SM- online travel site ("the TRAVELOCITY.COM-SM- site") and EASYSABRE-Registered Trademark-reservations site ("the EASYSABRE-Registered Trademark- site"), individual consumers can compare prices, make travel reservations and obtain destination information online. These products are available to individual consumers free of charge.

The TRAVELOCITY.COM-SM- site is accessible through the Internet and computer on-line services. It features booking and purchase capability for all airline, car rental and hotel companies for which booking and purchase capability is available in the SABRE system. Vacation and cruise packages are available as well. The TRAVELOCITY.COM-SM- site also offers access to a database of destination and interest information, articles from travel correspondents and interactive maps. The TRAVELOCITY.COM-SM- site has over 5 million members and averages approximately 60 million page views per month. The Internet address for the TRAVELOCITY.COM-SM- site is www.travelocity.com.

The Company has entered into numerous co-branding agreements to provide access to the TRAVELOCITY.COM-SM- site on complementary Internet Web sites. These agreements include deals with Netscape Communications Corporation to launch Netcenter Travel on the TRAVELOCITY.COM-SM- site, accessible through the Netscape Netcenter free online service and an agreement with Yahoo! Inc. for the TRAVELOCITY.COM-SM- site to be the exclusive co-branded travel booking service for Yahoo! and Yahoo! Travel.

The Company receives booking fees and commissions from travel providers for purchases of their travel products and services pursuant to reservations made through the TRAVELOCITY.COM-SM- and EASYSABRE-Registered Trademark- sites.

#### INTERNATIONAL MARKETING

The Company is actively involved in marketing the SABRE system internationally either directly or through joint venture or distributorship arrangements. The Company's global marketing partners principally include foreign airlines that have strong relationships with travel agents in such airlines' primary markets and entities that operate smaller global distribution systems or other travel-related network services.

In February 1998, the Company signed long-term agreements with ABACUS International Holdings Ltd. which created a Singapore-based joint venture company to manage travel distribution in the Asia/Pacific region. The Company owns 35 percent of the joint venture company, called ABACUS International Ltd., and provides it with transaction processing and product development services on the SABRE system .

# COMPETITION

The Company competes in electronic travel distribution primarily against other large and well-established global distribution systems. The Company's principal competitors in marketing to travel agents include Amadeus, Galileo and Worldspan. Each of these competitors offers many products and services substantially similar to those of the Company.

The Company markets the SABRE system to corporations through the SABRE BTS-TM- system. The Company's main competitors in marketing to corporations include American Express, Internet Travel Network, E-Travel, Inc., Xtra Online Corporation and Travel Technologies Group.

The Company also distributes travel through the Internet and computer on-line services to consumers directly through the TRAVELOCITY.COM-SM- site. Its main competitors include Expedia (owned by Microsoft Corporation), Preview Travel and Internet Travel Network. Increasingly, many travel suppliers are developing their own web sites, some of which offer an array of products and services, that directly target consumers.

The Company potentially faces many new competitors as new travel distribution channels develop. Still, significant barriers exist for these new players including: significant capital investment, development of global network facilities, development or acquisition of hardware and software systems with global scales and reach, and ability to connect to disparate travel suppliers' and travel agents' systems.

The global market to attract and retain agency subscribers is intensely competitive. Factors affecting competitive success of global distribution systems include depth and breadth of information, ease of use, reliability, service and incentives to travel agents and range of products available to travel providers, travel agents and consumers.

Although distribution through travel agents continues to be the primary method of travel distribution, new channels of direct distribution to businesses and consumers, through computer on-line services, the Internet and private networks, are developing rapidly. The adoption of these tools is currently quite low, but it is growing quickly. The Company believes that it has positioned its SABRE BTS-TM- system and TRAVELOCITY.COM-SM- website products and services to effectively compete in these emerging distribution channels.

#### CRS INDUSTRY REGULATION

The Company's electronic travel distribution business is subject to regulation in the United States, the European Union, Canada, Australia and New Zealand. These regulations address the relationships among computer reservation systems ("CRSs"), airline associates, and travel agency subscribers. These regulations do not currently address relationships with non-airline associates, but the regulations in the European Union were revised effective March 15, 1999 and include rail associates in certain circumstances. In general, these regulations are directed at ensuring fair competition among travel providers. Among the principles addressed in the current regulations are: unbiased CRS displays of airline information, fair treatment of airline associates by CRSs, equal participation by airlines in non-owned CRSs, and fair competition for subscribers. The CRS regulations in the United States are currently being revised. In addition, the Department of Civil Aviation of Brazil is considering the adoption of comprehensive CRS regulations. The Company does not believe that the revisions to the European Union code, the possible revisions to the United States code, or possible adoption of a code in Brazil will materially adversely affect its operations.

#### OTHER REGULATION

The Company is subject to regulations affecting issues such as: exports of technology, telecommunications, data privacy and electronic commerce. Some portions of the Company's business, such as its Internet-based electronic travel distribution, may be affected by newly-developed regulations. Regulations affecting other areas of the Company's business may be revised from time to time. Regulations also vary among jurisdictions. The Company believes that it is capable of addressing these regulatory issues as they arise.

# INFORMATION TECHNOLOGY SOLUTIONS

The Company is a leading provider of information technology services to the travel and transportation industries. The Company employs its airline technology expertise to offer information technology solutions to clients that face similar complex operations issues, including airport, railroad, trucking and hospitality companies. The services offered by the Company include software development and product sales, transactions processing, consulting, as well as comprehensive information technology outsourcing. The Company provides data processing, network and distributed systems services to American and AMR's other subsidiaries, Canadian, US Airways and other customers, fulfilling substantially all of their information technology requirements. In 1998, approximately 42.6% of the Company's revenue was generated by the provision of information technology solutions.

The Company is aggressively pursuing strategic information technology relationships that add a new dimension to traditional outsourcing agreements by integrating its airline applications and business processes into customer operations. Clients enter into strategic agreements with the Company in order to benefit from its extensive airline industry expertise, experience with complex operating and transaction environments and its extensive suite of software products and services.

The Company offers a comprehensive set of information technology solution services to the airline industry. These solutions include: (i) information technology outsourcing; (ii) software development, sales and licensing; and (iii) consulting, which includes capabilities ranging from reengineering to functional consulting. Recruiting and retaining capable personnel, particularly those with expertise in operations research, information technology and industrial engineering, is vital to the provision of solutions by the Company.

- (i) INFORMATION TECHNOLOGY OUTSOURCING: The Company offers information technology outsourcing to airlines for desktop, data center, network and application development. The Company extends real-time transaction processing services by providing access to its hardware and software to airlines for reservations, flight operations, departure control and other related services. Local computer terminals at a customer's location are linked to the Company's mainframes, and the Company maintains and operates the entire system on a secure and confidential basis. The Company also provides services for establishing systems security, voice networks, data center connectivity, helpdesk support and desktop applications. Some of the major clients for the outsourcing business include American, Canadian, Aerolineas Argentinas, US Airways, Pakistan International Airlines, and Gulf Air.
- (ii) SOFTWARE DEVELOPMENT, SALES AND LICENSING: The Company provides software and consulting solutions to more than 170 airlines or airline associations. These solutions have many applications for airlines. For example, (a) with the SABRE AIRMAX-SM- revenue management system, airlines can seek to enhance revenue using statistical and database sources that estimate the economic implications of fare actions before they are implemented, (b) with the SABRE AIRPRICE-SM- fares management system, airlines can analyze and manage fares and react to competitors' changes, (c) with the SABRE AIRFLITE-SM- flight scheduling system, airlines can determine superior flight schedules and (d) with the SABRE AIRCREWS-SM- crew management system, airlines can improve crew member scheduling thus reducing staffing costs. The Company develops ready off the shelf products as well as customized software for some of its larger clients. Some of the most popular products support flight scheduling, flight operations, revenue management, crew scheduling, sales automation, cargo tracking, passenger systems and frequent flyer programs. The Company's solutions have helped American become one of the most technologically advanced airlines in the world.
- (iii) CONSULTING: The Company's consulting services assist businesses in the travel and transportation industries in collecting and analyzing operational and customer data in order to improve internal operations and product distribution in the market place. These services enable businesses to improve airport and other operations and optimally distribute their fares, schedules and inventories through all available channels with special emphasis on distribution through computer reservations and global distribution systems.

The Company distributes its solutions and consulting services through a sales and marketing organization with offices in ten cities on four continents (Boston, Chicago, Dallas, Vancouver, London, Paris, Kuwait City, Hong Kong, Sydney and Auckland). The Company also maintains agency relationships to support sales efforts in key markets, including India, China and the Middle East. To date, the Company has provided business solutions to nearly 550 clients located in more than 85 countries.

In 1996, the Company executed an information technology services agreement with American for a term of ten years for most services (three and five years for others). Under this agreement, the Company provides data processing, network, distributed systems, and applications development services to American and AMR's other subsidiaries. The Company fulfills substantially all of American's data processing requirements and manages all voice and data communication services for American and AMR's other subsidiaries, including data networks, voice networks and radio services. The Company also provides American with the services required to design, install, operate and maintain its range of local area networks, desktop, mobile computing and peripheral devices. The Company completes nearly all of the applications development for American, as well as manages the AMR Year 2000 project office and completes most of AMR system's Year 2000 testing and compliance enhancements.

In January 1998, the Company completed the execution of a 25-year, multibillion dollar technology agreement with US Airways to provide substantially all of US Airways' information technology services. As a part of the agreement, the Company purchased approximately \$47 million of US Airways' information technology assets, hired more than 600 former employees of US Airways and granted to US Airways two tranches of stock options, each to acquire 3 million shares of the Company's Class A Common Stock. The agreement covers the management and operation of US Airways' systems and information technology services. Additionally, the Company agreed to assist US Airways in making its information systems Year 2000 compliant. For further discussion of the US Airways transaction, see Note 4 to the Consolidated Financial Statements.

In connection with the US Airways agreement, in December 1998, the Company successfully managed the largest information technology system migration ever performed in the airline industry. Within a two-day timeframe more than 200 US Airways systems were successfully converted or migrated, including all core systems--Passenger Service System, Flight Operating System and Cargo--and other systems such as yield management and in-flight dining. The migration included the conversion of more than 3.5 million passenger name records and more than two million electronic tickets to the SABRE system.

In February 1998, the Company executed a 10-year information technology services agreement with Gulf Air. Under the terms of the agreement, the Company will be responsible for all of Gulf Air's information technology infrastructure, including application development and maintenance, as well as data center and network management.

In November 1998, the Company executed a 10-year agreement with Aerolineas Argentinas that calls for the airline to outsource the management and provision of its information technology functions to the Company. The contract also calls for the Company to provide specialized information technology services to Aerolineas Argentinas' affiliate, Austral Lineas Aereas-Cielos Del Sur.

In December 1998, the Company executed a 15-year agreement with Pakistan International Airlines in which the airline will outsource all information technology functions to the Company. This agreement followed a three-year consulting agreement signed between the two companies in March 1998.

### COMPETITION

In information technology solutions, the Company competes both against solutions companies and full-service providers of technology outsourcing, some of which have considerably greater financial resources than the Company, and against smaller companies that offer a limited range of products. Among the Company's full-service competitors are Electronic Data Systems, IBM Global Services, Unisys, Andersen Consulting and Lufthansa Systems. The Company believes that its competitive position in the travel and transportation industries is enhanced by its experience in developing systems for American and other airlines and by its ability to offer not only software applications but also systems development, integration and maintenance and transaction processing services.

# RESEARCH AND DEVELOPMENT EXPENSES

Research and development costs approximated \$39\$ million for 1998 and \$24\$ million for 1997. Prior to 1997, research and development costs were not material.

# SEGMENT INFORMATION

Financial information for the Company's operating segments and geographical revenues and assets are included in Note 12 to the Consolidated Financial Statements.

#### INTELLECTUAL PROPERTY

In connection with the Reorganization, American transferred to the Company the software used in the operation of the business of The Sabre Group. This software, along with other software, proprietary information, patents, copyrights, trade secrets, trademarks and intellectual property rights, are significant assets of the Company. The Company relies on a combination of patent, copyright, trade secret and trademark laws, confidentiality procedures and contractual provisions to protect these assets. The Company's software and related documentation are protected principally under trade secret and copyright laws, which afford only limited protection. In addition, the laws of some foreign jurisdictions may provide less protection than the laws of the United States for the Company's proprietary rights. Unauthorized use of the Company, and there can be no assurance that the Company's legal remedies would adequately compensate it for the damages to its business caused by such use.

#### EMPLOYEES

As of December 31, 1998 the Company had approximately 10,800 employees. A central part of the Company's philosophy is to attract and maintain a highly capable staff. The Company considers its current employee relations to be good. None of the Company's employees based in the United States are represented by a labor union

### ITEM 2. PROPERTIES

The Company's principal executive offices are located in Fort Worth, Texas, primarily in three buildings, two of which are owned by the Company and one of which is leased from the Dallas/Fort Worth International Airport Board under a lease that expires in 2019, subject to four renewal options of five years each, exercisable at the option of the Company. The Company leases a fourth office building in Southlake, Texas, under a lease that expires in 2006, subject to two renewal options of five years each, exercisable at the option of the Company. Additionally, the Company leases office facilities in Westlake, Texas under leases expiring in 2003, subject to a three-month or a three-year option, exercisable at the option of the Company. The Company also leases office facilities in approximately 70 other locations worldwide.

The Company's principal data center is located in an underground facility in Tulsa, Oklahoma (the "Data Center"). The land on which the Data Center is located is leased from the Tulsa Airport Improvements Trust, a public trust organized under the laws of the State of Oklahoma, pursuant to a lease that expires in 2038. The SABRE system and the Company's data processing services are dependent on the Company's central computer operations and information processing facility located in the Data Center. The Company also utilizes a computer center located in one of its office buildings in Fort Worth (the "Fort Worth Center"). At the Fort Worth Center, the Company operates and manages a wide variety of server based and client/server distributed systems.

The Company's travel agency and corporate subscribers connect to the SABRE system through leased access circuits. These leased access circuits, in turn, connect to the domestic and international data networks leased by the Company, such as those leased from Societe Internationale de Telecommunications Aeronautiques ("SITA"), which is owned by a consortium of Airlines, including American.

The Company believes that its office facilities, Data Center and Fort Worth Center will be adequate for its immediate needs and that additional or substitute space is available if needed to accommodate expansion. The Company also believes that its network access will be adequate for its immediate and foreseeable needs. The Company, however, continuously invests to upgrade these facilities to meet changing technological needs.

#### LISN V. CROSE PROCESSINGS

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| March 31, 1999     | 36.00  | 35.25  |
| June 30, 3997      | 24.875 | 23.25  |
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| pirors reservations bookst using the            |   |            |     |          |    |               |         |          |         |          |
| 80328 overca (2)                                |   | 356.5      |     | 359.3    |    | 312.2         |         | 322.2    |         | 311.6    |
| Total renormations upocessed union              |   | /- /       |     |          |    |               |         |          |         |          |
| cor 80323 system (2)                            |   | 408.5      |     | 220.0    |    | 406.0         |         | 327.5    |         | 515.1    |
| Cash flows from sparating setivities            | 4 |            |     | 172.2    | 5  | 415.2         | 5       | 395.0    |         | 285.3    |
| Capacal expenditures                            | * | 320.3      |     | 446.1    | 2  | IRA. 3        |         | 355.6    | ş       | 188.9    |
|   |   |            |     |          |    |               |         |          |         |          |

(1) The Daymon and Electricism transactions with SSS and American. The Gence of many of the experiences with SNO and the affiliation over reviewed effective January 1, 2008 as a result of the plans for the Decapanisation, See John's to the Commoditated Phinocial Statements.

(2) ded reservations for which the Company collects a booking fee.

(3) included direct reservations flow reservations processed by joint vectors partners using the SASSK system. 1:

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| Mattil:choi Costonere | 55.33                    | 20.55  | 69.25  |  |  |  |  |  |  |
| Affiliated Ensteamer  | 24.9                     | 20.4   | 30.8   |  |  |  |  |  |  |
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| Queresting income                      |     | 334.5  |    | 400.0             |    | 55.4             |   | 28.3    |  |
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| kevenced                               | - 5 | 440.3  | ÷  | 255.0             | 4  | 107.8            | 5 | 441.3   |  |
| Sommitting appears                     |     | 100.5  |    | 55.5              |    | 29.5             |   | 20.1    |  |
| 265 Saniture                           |     | 66.7   |    | 25.5              |    | 56.2             |   | 16.4    |  |
| Operatang sangin                       |     | 24.63  |    | 22.25             |    | 20.65            |   | 4.04    |  |
| Direct reservations bested using the   |     |        |    |                   |    |                  |   |         |  |
| SASSE ayeres.                          |     | 45.5   |    | 55.8              |    | 61.6             |   | 74.4    |  |
| Serol renorestions beeled uning the    |     |        |    |                   |    |                  |   |         |  |
| GARRA DUBIEM                           |     | 977.5  |    | 36.7              |    | 94.5             |   | 82.5    |  |
| Regulação por conservadação tobilo and |     |        |    |                   |    |                  |   |         |  |
| dilcted                                | ę   | . 51   | ê  | .46               | ¢  | .43              | ŝ | .14     |  |

The travel immustay is vescomed in mature, shoulding, and three booking four sharped for the time of the model system, between adjustances except year in the forming quarter, principly is becamed, the to exactly brokings or our overs in a troval during the british yearon and a dustion in becames the model during the soliday manufacture.

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The affiliers Agreements generally establical grician and vervice reams, and on this agreements, including the formulary Services Agreement, provide for epithonic papers adjustments that may raise that become the cambet has include contributed. Services adjustments that may raise that be serviced for amountly adjusting mental victor contributes agreement adjusted to the contribute for amountly adjustment with the contribute of the formular victor and the contribute victor and the contribute victor and the contribute victor and the adjustment of the adjustmen

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#### ERSULTS OF OPERATIONS

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Agranacional 278 aliatro, incluently from their 2000 controls participal for Adm.

The for the remoment for inclumention reschangey columinate participal for Adm.

Opportunishing (177 million), which, took plant mission, to depth multi-mission and participal participal appropriation and protection of the columns of the

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SHEELEDT, SECONAL AND ADDICTORDATIVE INDURENCE, Delivery, general and administrative exponents (accessed 92) arolling, 12,726, from \$10 a Million to \$350 addition privately due to at increase in statutor and benefits and legal and profromment focc. \$250 are and constitute promoted or a result of calculative and located interested industrializations of approximation of property industrializations of a property industrialization and professionations from proceeding passatily due to the formation of the ADDIT private macroin or fit he provide of enteresting activity due to the formation of the ADDIT private macroin or fit he provide of enteresting activity due to the formation of the ADDIT private macroin or fit he provide of enteresting activities.

DARANTO INTERN. Operating income somewared 220 millions, 41.00, from 5005 ministed to 5000 Allinos, Operating cargins obcreased from 16.00 in 2009 to 18.24 to 8860 due to or Januarys in concesses of 500.00 separating superior incomessed (J.).

Principal interest in a communication of the commun

Propagation Research, foreverse expense decreased so of their polarity one to lower moments rates:

COMM. SEE, Other, her increased 312 mallian pricerily has to a use time garn line a Cascaddle court judgment relating to Micrescee Composition, as learness submissions of the Company.

DIFFORM TAKEN, the provious for isome bases was 1.40 million has safe willies to 1250 and 1877, represented, the increase in the providing for impose trace yelearly consequent with the increase of increase before the protection for increase have been greated for increase have been seen from the foreign the increase of the protection for vidinityal additional ad

NET EXECUTE: Not marriage increased Sta million, 18.0%, from \$200 willies to 1833 william paperally the to the increases in operating morns on the forms the court helpoon respecting distorted Computerion, no whereve exhelding of the impuly.

ELECTRONIC TOOCAL PROFIZERION. Electronic crawal siduation ic caramas in the year ended Locarbar (s. 1921 Terronand agrotted of 1918 mailton et 1,178, anguste de la pour sould boroche 21. 1005, feer Palpha Million et 1,178, anguste de la pour sould boroche 21. 1005, feer Palpha Million to 1,178, and indicate feer was proceeded and to provide the boroche feer and the sould be a feet of the provide the sould be controlled to the provide the controlled to accompanion of deeper an action parameter and on controlled manuscular for provide the controlled to

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APPRIATION TREBULION PROCESSOR, Invenion for internation technology relatance for the year coded downston it. 1997 intravened appropriately 56% willier, 19.1% compared to the part stand between \$1,150%, then \$229 and \$150, the \$1250 and \$11500. Persons from confident internate international specialists of Section 200 values due to an international confident development, conditional and officers levelopment, conditional and officers levelopment to remain abstracted flow No internated \$13 million for to an internate in collection when the section 200 values are section to the section of the section of the section of the section of the section 200 values and the section 200 values from the section 200 values from the section 200 values and the section 200 values and the section 200 values and the section 200 values are section 200 values and 200 values are section 200 values are section 200 values and 200 values are section 200 values and 200 values are section 200 values and 200 values are section 200 values are section 200 values and 200 values are section 200 values and 200 values are section 200 values are section 200 values and 200 values are section 200 values are secti

These precess and began discost billing ment as an assessor deplopment to a cost of revenues for beforehold necessary determines recovered approximately 25 A distinct 10.00, ross six will like a cost and action. For the instrument of addition, benefits and applicable and action of the instrument of

DECOUNT. PRICES AND EXPENSION CONTROL EXCENDED. PRILITY, GROUPS and administration, emposed on manifold P22 offilling, 20.48, from \$230 marking to \$270 markin

mbbecies LoCome. Operating License decreased are ellino, 5.5%, fore \$220 mWW.ms to \$212 mWW.ms to \$122 mWW.ms to \$122 mWW.ms to \$132 mWW.ms to \$133 mWW.ms to \$135 mW or an Archive the revenues of 1.0.1% Wille operating emperced conversable.

SUPPRET TOTAL Greeces for the besides of the Children for the design between the buttering in the Company's short-term invescement accordance.

INVESTOR SIZEON, larrarus especies destaurd 06 william passauly due to a lesses consisteding principal salutes of the Labestute (ac deliand sales) lesses to Auction (a Caly 1900 and lesses liverage) return

Office, NRT (Mice, not increment 51) william productly due to monormuning loader an 1996 sclused to an innertive subsidiary of the Company.

IMADMETARIES, the providing for income warenesses the mexicon and \$130 millions to leave the formal providing the transverse or the generator for income bases or receptions into the formation of 1 planesses before the provinciant for from a reception of the the formation of 1 planesses after the provinciant for from the means and some 7 to the controllation Planesian Statementer Set additional Information Appropriates recome hards.

DET HANDONE, der corrings intreased (23 million, 7.00, from 5387 million to 5000 million, orientif, due to the increase in interest end other income offset by the derivate in operating income.

# LIQUIDITY AND CHESTAL RECOGNESS

the Despite Bed Analysestial Limitative is deserted 31, 1896, with approximate 2006 military to each own four time reprovement and false each each front time improvement and false each each front time reprovement and false each military may feel to making organized. As therefore 21, 1997, own and chart terms information and modified engined very first all false of 2008 military, respectively. Whe demonstrate each consistent engineers were consistent perfect of contributions in complete each consistent engagement of contributions where the consistent engagement of the contribution of the contribution

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#### DYSSEST IN ASSETT

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Year, 1000 Joseph Affords on 12: 19 Symmons.

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|  | Vest inded December 31.       |                               |                               |  |  |
|--|-------------------------------|-------------------------------|-------------------------------|--|--|
|  | 2003<br>Leusos                | 1997                          | 1996<br>Fun Jorde             |  |  |
| kevenced   |                               |                               |                               |  |  |
| Mississic Technology Solutions<br>Information Technology Solutions   |                               | 0 7,808,192<br>553,271        | \$ 2.304,886<br>516,255       |  |  |
| Virtal, recettuos  | 2,305,389                     | 1,935,455                     | 1,619,995                     |  |  |
| Operating expenses<br>Cost of personal   |                               |                               |                               |  |  |
| Electronic Youvel Distribution<br>Information Technology Bolicons<br>Calling, community and administrative | 911,805<br>847,412<br>192,008 | 802,221<br>490,296<br>172,321 | 764,136<br>362,367<br>142,618 |  |  |
| belling, general and commitments   | 1-2,000                       | 1.1.321                       | 141.010                       |  |  |
| Votal operating requires   | 1,086,686                     | 1,4%,939                      | 2,259,861                     |  |  |
| Operating, incore<br>Other archie (growine)  |                               | 313,525                       | 229, 892                      |  |  |
| Jacarast income  | 20,034                        | 27,383                        | 13,232                        |  |  |
| leternst expuses   | (22,000)                      | (21, #32)                     | (25, 23%)                     |  |  |
| Other, net   | 14.041                        | 2.736                         | (4,470)                       |  |  |
| Total other instrum (exposes)  | 91,062                        | 11.024                        | (34,756)                      |  |  |
| Innova before eresistin for income taxon   | 371,454                       | 353,649                       | 357,685                       |  |  |
| Provising for lucemo taxes   | 239,533                       | 123,795                       | 125,556                       |  |  |
| Dut marmings   |                               | \$ 199,859                    | \$ 137,637                    |  |  |
| Examingo per coopers onere besir and disched   | \$ 1.78                       | s 1.52                        |                               |  |  |
|  |                               |                               |                               |  |  |
| Dro frame searcings per consecut share, beaute and diluced   |                               |                               | 2 2.44                        |  |  |

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ROTINGED TRAVELDISSELUCION, Electronic tasses distribution access recommen-ter the year ended demonst in 122% instances agreement for the year ended demonst a 122% instances agreement for the control of the control

Actual cost of component for electronic starred allocations for the pre-corded linear-line 12, 1979 introduced approximation 20 et 212 nm, 33, 34, congrand to got totals for large parameter (lecendary 21, 1978 through 250 et 212 nm, 33, 34, congrand to got totals for large parameter (lecendary 21, 1978 through 250 et 212 nm, 33, 34, 1979 to 1922 nm. Two licenses was greatedly obtained through the 250 through the started and state species approximation and started through the consideration and state species approximation and the employee states of more dimensional dime on allocation in the according stables of employees assisted more dimensional dime on allocation in the according stables of employees assisted protection and amorticaction approximation according to the selected in the advantables epispoare have contracted protecting times through the selection and employees the selection of the

NUMBERON TREBUTION SHAPETON, Artist terrance from information recordingly solutions for the year model becomes 3, 100 autorement approximately \$60 million for the year model becomes 3, 100 autorement approximately \$10 million for the proposed of the provided 12, 100 autorement of the provided 12, 100 autorement of the provided 12 million due to an increase in the board of the provided 12 million due to an increase in the board of the provided 12 million due to an increase of th

Actual coef of "monorus for information technology making in softwally additionally actual coef of "monorus for information technology making for the year addid beneather 22, 1900 kindwared approximately 828 cillion, 1974, conjugated to just think coefficient for the pear mand becomes 23, 1900, thus 1920 million in 450 cillion which correction are primately actualized in an increase of distances, tendricio and sugaryses related motors and communication approach increases and additional tendricion and sugaryses are related to a distances of confidence of the increase and actual control of confidence of the increase and actual control of confidence of the increase and actual control of confidence of the increase and actual points the Control points and increase and actual points the decrease and approximation can offer a decrease and other actual control of control late section confidence and the color, in 1975 1976, of data actual confidence and pages actual control late section confidence and approximately 200 million to a 1977 page.

REGULDO, REMARKAL AND ADMINISTRATIVE REGULDORS. Actual revision, agreed and what neverther expenses have a while, 20.0%, compared to provide white extractive expenses have a while, 20.0%, compared to provide extractive due to a contractive expenses. There 23% actions so 2370 millions provided to the tractive and exproper to the diverse provided the to an interaction and exployer contract owns increases an an account of cases. Relative, resembles and exployer contract owns increases an a social of cases agreed whit interaction and a social of cases. Solve the action of the commonly productions these of business. Deployer inhard outer also recreased the so forceased to well expenses.

ORNALIZATIONER, Record operating unders decreased bit within 4.3%, compared to per forma operating iscome. How said willion to \$500 million, operating managing decreased from 20.5% to \$1.5% the to an increase an according to the compared to pro-found visions with cotur) appearing sequence increased in 1.5% compared to pro-found coveraging sequence increased. In this compared to pro-found coveraging sequence increased.

INTEREST DOOMS. Actual anterest income increased (17 million, compared force interest theore, his in Higger beforess maximalined to the Company sheet here investment accounts

CHANNEL BANNAL. Acres Internal aspects decreased in willier, compared to pro-funce internal expense, due to a decrease in internal range on the bedening but detuced below) assert to storicop.

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JOINE COLER, the actual provision for increas topics and that will on an the gar from provision for increas topics on 300 million for the years used Provide at 300 million for the years used Provide at 1, 1997 and 1997, Especially, the increase in the provision to increase topic contribution corresponds which the laterage is increase before the increase from the increase topic of the second of the contribution of the body of a sum consolidated dissocial debetween for editional information registering increase tweeze.

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Then  $^{\mathrm{th}}$  . Quality-module and quality-matched discussioned about named risk

The Company's appoints to indicated, within relative prices, 17 to the investmently specified and to the coherance population on the thoughty been and consently were framental devices for continuous to recognize interest record right province. It best closely monature can be relationably between interest, when execution assents a table framental continuous to the relationably between interest, when execution assents a table framental continuous provinces are relative to the continuous provinces.

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Company's obtain than incommental buliance, or of feedballs (in. 1998). The control of the Company from a filtering state believing specials to stall (the Mohomement) for Republic (in. 1908) and the Company from a filtering state procedured for more of approximately of the Company for the Company for

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| Compolizated Statements of Later.                  | 26   |
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|  |    | 1228        |    |           |
|  |    | 1119        |    | 1997      |
| AU9915   |    |             |    |           |
| CUPPICIT ASSIVES   |    |             |    |           |
| Surh   | ż  | 6,008       | 5  | 11,286    |
| SCOTT TOOM NAMESTICATES  | *  | 588,735     |    | 573,620   |
| Receases reservable, not   |    | 307,703     |    | 210,626   |
| Secrivable from Affiliates, per  |    | 23.509      |    | VI. 929   |
|  |    |             |    | 21.116    |
| Exeptid expenses Seferred income hares   |    | 21,559      |    | 51,146    |
| - M. 44,096 - 1 CUONU - 1920-3   |    |             |    |           |
| Yotal Gurrent access   |    | 200,403     |    | 899,854   |
| ascender had budgenaka   |    |             |    |           |
| deflings and besedeald improvements  |    | 354,432     |    | 125,927   |
| Cornicate, taxtures and equipment  |    | 39.266      |    | 16,004    |
| Service contract equipment   |    | 359.963     |    | 566,700   |
| Compared agraphent   |    | 460,630     |    | 195, 567  |
| Sapura agazpana.   |    | 464,539     |    | 193,39.   |
|  |    | 1, 381, 254 |    | 1.363.484 |
| Less acceptieces captalisation and aportization  |    | (727,488)   |    | (022,549) |
| Sens section deter depres in the second fraction   |    | ,/2.,400,   |    |           |
| Yohal property ear equipment   |    | 543,778     |    | 382,567   |
| Investments in Viana ventures  |    | lun,683     |    | 2.138     |
| Uther youts, out   |    | 389,655     |    | 56,552    |
| neder Socota, par  |    | 389,554     |    | 56,55%    |
| 799AL 2332YS   | s  | 1,326,627   | \$ | 1.593,956 |
|  |    |             |    |           |
|  |    |             |    |           |
| LIADILITES AND COMMINGLESSAM SQUICT  |    |             |    |           |
| CUPPET LANGUITIES  |    |             |    |           |
| Accounts payable   | č. | 157,044     | 5  | 96,041    |
| Accread compansation and related haustice  |    | 93,708      |    | 64,694    |
| other accreat Liabilities  |    | 359,656     |    | (45),765  |
|  |    |             |    |           |
| Total corrent Inshilling   |    | 400,835     |    | 311,520   |
| Defarred income cares  |    | 22,369      |    | 20,354    |
| Pengions and sings contratteeant pengity   |    | 104,575     |    | 80,878    |
| Other Individuals  |    | 126,742     |    | 23,350    |
| debectuse payable to 2002  |    | 547.872     |    | 317,813   |
| Constituents and torringenties   |    |             |    | 22/10     |
| -  |    |             |    |           |
| STREEGLOUZES AGULTE  |    |             |    |           |
| Systemed abody 60.31 pur volos; 25,000 sierce embrennels no diarea convel                          |    |             |    |           |
| thrann reach:  |    |             |    |           |
| Chang A: \$0.92 per white; 250,000 Sharks authorized; 20,700 and 23,400 white lecost, respectively |    | 297         |    | 235       |
| Cyans S: \$0.01 per Wayne; 107.374 shares waterfree; 207,874 sepres                                |    |             |    |           |
| insued and outprending 1996 and 1997   |    | 1,074       |    | 2,074     |
| Additional paid-in capital   |    | 593.287     |    | 592,939   |
| sociand earnaus  |    | 395,800     |    | 064,004   |
| seco treadury stock at cost; 1,245 scared and 72 shares, requestively                              |    | 113,4551    |    | (a, 964)  |
|  |    |             |    |           |
| Votal stockholders: equity   |    | 203,543     |    | 997,566   |
|  |    |             |    |           |
| WARRED TRACTILITIES NOW RESOURCEDINGES PROJECT   | 5  | 1,026,527   | £  | 1,595,958 |
|  |    |             |    |           |
|  |    |             |    |           |
|  |    |             |    |           |

the accommonying noise are so integral part of these financial environments.

SECRET OF SECRET & FORCE SUB, INDEPENDED MIGHTSES

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In our relations, the eventhished Eleverial anneause referred to store yeared fairly, in all interfall anyons, the consolidated Clinocetal position of the reasonable of the reas

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Dalias, Terms Journaly 19, 1997, except for Mote 16, as to which the Jara is Natch 16, 1999

tice sugge dictor livinger, inc.
CONSTRUCTE TRANSPORTS OF DECRM
(In Limitable, accept for share accept)

|                                   | Year Raded December 4k, |             |              |  |
|-----------------------------------|-------------------------|-------------|--------------|--|
|                                   | 2558                    | 1667        | 7036         |  |
|                                   |                         |             |              |  |
| 2895000kg                         |                         |             |              |  |
| Blackronic Crewel Distribution    | \$ 1,324,746            | 5 1,208,192 | \$ 1,264,660 |  |
| Lafornation Technology Sobutions  | 387,75%                 | 583,874     | 029,846      |  |
|                                   |                         |             |              |  |
| TOTAL I HYSICHS                   | 2.306,387               | 1,738,463   | 1,625,237    |  |
| 08/98/27/00 (22/28/88/8           |                         |             |              |  |
| Sust of verennes                  |                         |             |              |  |
| Wherever I rand Distribution      | 915,803                 | 444,221     | 765.261      |  |
| automoution locknokingy solutions | 847,212                 | 450,200     | 489,552      |  |
| Salking, general and assistentive | 132,468                 | 1.72 , 324  | 3.427.573    |  |
|                                   |                         |             |              |  |
| Total operating expenses          | 2,236,015               | 1,475,555   | 1,295,255    |  |
| CHERRITOR INCOME                  | 200,372                 | 312,625     | 220,095      |  |
| COMPANY (MANAGER)                 |                         |             |              |  |
| interest income                   | 26.034                  | 22,280      | 13.282       |  |
| Interest expense                  | (14.494)                | (41,462)    | (41,401)     |  |
| Difference in management          | 19.541                  | 2,756       | 11.0701      |  |
|                                   |                         |             |              |  |
| Yohan other income (expense)      | 21,082                  | 22,024      | 125,089.     |  |
|                                   |                         |             |              |  |
| SMOOME DEFORE WEATSTON FOR INCOME |                         |             |              |  |
| V4403                             | 371,459                 | 321,649     | 100,008      |  |
| Provision for Income taxes        | 157,513                 | 123,726     | 110,282      |  |
| DRA REGOCIACS                     | \$ 2:1,241              | \$ 1,99,033 | \$ \$46.374  |  |
|                                   |                         |             |              |  |
|                                   |                         |             |              |  |
| EGRATAGE DES COMMOS SLAPS         |                         |             |              |  |
| decio                             | 3 2.78                  | \$ 1.55     | 2 1.93       |  |
|                                   |                         |             |              |  |
|                                   |                         |             |              |  |
| 0::Dutod                          | 8 1.79                  | \$ 1.00     | S 1.12       |  |
|                                   |                         |             |              |  |

The perompanying mores are an integral cost of these Electric pratoments.

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TES SARRE GROUP TOUSINGS, UNT. CONSULLERED SELECTIONS OF SUBLIGHTED SELECTION OF SUBLIGHTED SELECTION OF SUBLIGHTED AND ADDRESS OF SUBLIGHTED AND ADDRESS OF SUBLIGHTED AND ADDRESS OF SUBLIGHTED ADDRESS OF SUBLIGHTED AND ADDRESS OF SUBLIGHTED AND ADDRESS OF SUBLIGHTED ADDRESS OF SUBLIGHTED AND ADDRESS OF SUBLIGHTED AND ADDRESS OF SUBLIGHTED ADDRESS OF SUBLIGHT ADDRESS OF S

|   | 1448       | 1.447      | . 116          |
|---|------------|------------|----------------|
|   |            |            |                |
| CRITICAL ACCUPANTA ACCUPANTA                                    |            |            |                |
| Ver cerniam   | 5 223, 343 | \$ 189,655 | 2 355,574      |
| adjustments to recourble met earnings to cach                   |            |            |                |
| stovided by operating scrippings                                |            |            |                |
| Depresiation and weartisation                                   | 247,724    | 185,279    | 285,084        |
| Deferred propes taxes   | (1.021)    | 12.9031    | (22,346)       |
| When  | 1,790      | €,228      | €,625          |
| Changes in operating assets and Mobileties                      |            |            |                |
| Accompte vogožívah) s   | 1200,2471  | 10%,641,   | (50,043)       |
| Proposed components   | (3) *442   | . S. 781.  | (2,279)        |
| Other assets  | 54375      | (516)      | 15.628         |
| Accress compensation and related cenefics                       | 24,024     | 29,295     | 21,851         |
| Accounts payable and other arraned limitimize                   |            | 40,239     | 74,554         |
| decelvable from and payable to affillaces                       | (10,780)   | (28,008)   | 27,267         |
| Occasion and other postrotirement benefits<br>Occas liabilities | 15,001     | 19,230     | 1,300<br>6.814 |
| Outer Habilities  | 2,104      | (1,249)    | €,824          |
| Such provided by operating activities                           | 450, 803   | 372,800    | 410,041        |
| DESCRIPTION ACCUPATION  |            |            |                |
| additions to brokery and emarged                                | .220, 6321 | 1215.3543  | 054.261        |
| Nec Jerrouse vintaene in short their enveroners                 | 43.223     | (144,715)  | 1435.4551      |
| Net invectment in point ventores                                | (234,030)  | (200)      | 11.335         |
| other investiga activities, our                                 | 181.6321   | (10.000)   | 25.784         |
| broads from cale of casimose                                    | 96.276     | 4,000      | 23,582         |
|   |            |            |                |
| Cash seed for lavestany servicions                              | 1450,4327  | 4876, 47 N | (991,900)      |
| CIDADUSKA ACCUCCILES  |            |            |                |
| Decepted Error Estudies of council Stock                        | 1,188      | 994        | 565,060        |
| Proceeds from exercise of ctock options                         | 9,450      | 653        | 246            |
| acquicleise of treasury stock                                   | (C0, 222)  | (1,08%)    |                |
| Other Electrical antivities, not                                | 7,075      |            |                |
| Sayante de Debartio's payable to 839                            |            |            | (332,327)      |
| Cash provided by (assi for) discretes antivinies                | (33., 249. | (682)      | 57,100         |
|   |            |            |                |
| decrease in task and cash engralants                            | (3, 275)   | .4,706,    | (78,869)       |
| Oxen and mash equivalents of beginning of the                   |            |            |                |
| perios  | 21,285     | 15,992     | 91,861         |
|   |            |            |                |
| CASH AND CASH EQUEVALENCE AT COS OF TAX PRACTO                  | 2 8,008    | S 11,288   | \$ 15,992      |
|   |            |            |                |
| CUPPLEMENTAL CASE PLOY 10000MARTPON                             |            |            |                |
| John payments to efficient as the impuse terms                  | \$ 240,784 | 2 101,455  | 2 135,932      |
|   |            |            |                |
| Darb payments to efficiency for interest                        | > 19,828   | 5 24,628   | 0 25,584       |
|   |            |            |                |
|   |            |            |                |
|   |            |            |                |

|   | Class &<br>Common<br>Shock | Classes<br>Connect<br>Strate | Additional<br>Paid-in<br>Capital | Rehained<br>Formings<br>(Deficit) | Succkhalder:<br>Vot<br>(hovestinens | S<br>Vices succ<br>Street | Potak      |
|---|----------------------------|------------------------------|----------------------------------|-----------------------------------|-------------------------------------|---------------------------|------------|
|   |                            |                              |                                  |                                   |                                     |                           |            |
| lelence at Shrishy 1, 1996<br>Wer corplage payer to the   | ¢                          | s                            | \$                               | s                                 | 8 442,137                           | 3                         | \$ 432,157 |
| Amoganization Apphalication of the Onepagy as connection with the Recognization Executation As Executation As Executation                 |                            | ***                          |                                  |                                   | ***, 540                            |                           | 110,050    |
| net invections<br>Impages of December   |                            |                              |                                  | 501,130                           | 554, 167)                           |                           |            |
| payable to 602  |                            |                              |                                  | 1840.0001                         |                                     |                           | 1230.0000  |
| Commontant of Circuit accepts   |                            |                              |                                  | 257.464                           |                                     |                           | 459.452    |
| Critor  |                            |                              |                                  | 48.254                            |                                     |                           | 48,264     |
| Chause of 23,230 shades of<br>Olase & Comper Shock in<br>Shatial sublic objection   | 335                        |                              | 555.547                          |                                   |                                     |                           | 559.589    |
| Rechassification of shares of<br>common stock held by ANS<br>late is 0.574 chares of  | 332                        |                              |                                  |                                   |                                     |                           | 202,203    |
| Clann & Commun. Special<br>Isruance of 1955 shapes of<br>Class & Commun. Stock<br>personal for shook option<br>and contricted stock       |                            | 1,674                        | .2,3745                          |                                   |                                     |                           |            |
| amountive plans<br>bet mannings schoogaant to   | -                          |                              | 4,102                            |                                   |                                     |                           | 4,164      |
| Reorganization  |                            |                              |                                  | 67,529                            |                                     |                           | 67,554     |
| Journal sted gain on investments  |                            |                              |                                  | 32                                |                                     |                           | 344        |
|   |                            |                              |                                  |                                   |                                     |                           |            |
| Fulcare at baseabur 11, 1998  | 234                        | 2,556                        | 392,888                          | (22,002)                          |                                     |                           | 560,602    |
| Net carmings<br>accuration of met pension   |                            |                              |                                  | 344.653                           |                                     |                           | 100.033    |
| Nimitity From ARR Assumed of de starks of Claus A Common Check paintent by stock outlon, stock purchase and recricted                     |                            |                              |                                  | rka , 366 i                       |                                     |                           | (11, 196)  |
| ataak issessivo ulaaa   | )                          |                              | 2,354                            |                                   |                                     |                           | 2,088      |
| Repurchase of Company abook   |                            |                              |                                  |                                   |                                     | (1,964)                   | (1, 264)   |
| Wheelined gain on investments   |                            |                              |                                  | -28                               |                                     |                           | 20         |
|   |                            |                              |                                  |                                   |                                     |                           |            |
| Bearinge at December (1, 1997   | 435                        | 2,079                        | 582,030                          | 184,004                           |                                     | (1,26)                    | 757,288    |
| Net servings  |                            |                              |                                  | 233,444                           |                                     |                           | 232,042    |
| Espainance of Company stock<br>laminum of 400 charms of<br>Class A channed Brook<br>parament to stock operate,<br>ractioned stock laminum |                            |                              |                                  |                                   |                                     | (49,322)                  | .49,321;   |
| eed stock partiese plens<br>Wer consist from reception of   | ą.                         |                              | 2,278                            |                                   |                                     | 8,539                     | 11,223     |
| employee stock coximms  |                            |                              | 2,870                            |                                   |                                     |                           | 2,870      |
| Modelicos soba un investocota   |                            |                              |                                  | (146)                             |                                     |                           | (149)      |
| Salarios at December 31, 1998   | \$ 315                     | 01,074                       | \$ 199,66?                       | 0 335,504                         | s                                   | \$ 42,433;                | \$ 953,743 |

the accompanying notes are an integral part of these simular atalements.

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# SENERAL EGROSPATION

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Concarrancity via the Offering, the 1,000 shares of common stock held by Add were rackwessited into  $10^{4},\,^{1}48,\,000$  stores of Class C Optoon Stock of the Company, but Sixt 0.

# SUMMER OF STRUCTURE ACCOUNTING SOURCES

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DENDT0005927 DENDT0005928 3.2

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BASISION PER CONNES TEAMS. The matrings per comma nharm data for 1394 in minutized on though the 130,000,000 shares leaded in the Australia teates in the Australia and iffering one constraining to booters year, adjusted for the vertices around a sharm of close & familia about leader submitted with the conference of other transfer and the conference of the conference of

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At December 11, 1995, American comes approximately 3.2 million depository contributes to expression to sectical; constraint, of occope arise of opens 50, 1995 and 1, a biternamentation section, positive to the General Internationals de Teleconomications decreamines [PRIDE]. Approximately 12 million of cases depositing incuffication was head by American for the commonly bureful of the Company.

Equati complaints on failing delike office and in July 1996, in all locations in July 1998, in all locations in July 1998, in antiacate value of the 1.7 Affiliant depositions confidence in the Company, our approximately [123] Affiliant Sector in the Company, our approximately [123] Affiliant Sector in the sense of the section of America's model of July 1998, and the section of the section of America's model of the section of the section

COF MICROSONON: To reduce the expectate for Fabrus excitation rate fluctuations, has company may eather into foreign extremely decivative approximate. An investor 21, 2018 and 1997 to even agreements were substantially.

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SHOWL THAN ANYOCAMERTS

Short term investments consist of  $(\forall x, \forall uucuu v \exists c)$ 

|  | December 31. |            |  |
|--|--------------|------------|--|
|  | 1996         | 1497       |  |
|  |              |            |  |
| Overright investment and line deposits | s 53.541     | \$ 119,303 |  |
| Capacace notes                         | 110,166      | 255,555    |  |
| Nort pages                             | 54,094       | 2.81, 355  |  |
| bis. Treacacles                        |              | 35,217     |  |
|  |              |            |  |
| Total                                  | \$ 929,795   | \$ 573,820 |  |
|  |              |            |  |
|  |              |            |  |

19th College and the suggestions observations throughout by concedenced matterly at December 31, 1998 and 1999, its incomments:

|  | december 30. |            |  |
|--|--------------|------------|--|
|  |              |            |  |
|  | 1008         | 1.997      |  |
|  |              |            |  |
| Dus in one year or lass                | \$ 146,276   | \$ 346,545 |  |
| Due after one year through three years | 383,550      | 187,315    |  |
| Dun after three years                  |              | 33,704     |  |
|  |              |            |  |
| Intal                                  | s 320,735    | \$ 973,628 |  |
|  |              |            |  |
|  |              |            |  |

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DENDT0005931 DENDT0005932

#### SUBSTITUTE TRANSPORTED

Localitions transmissions

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In August 1998, the Company remained a Europublic much judgment policies the Company and Processor standards of the Company and policies are proceeded by the Company and policies of processor and policies of the Company and policies of the School of the

#### CHOCOMARKE PROPER COURSES OF ACCOUNT

ACTIONATIONS TO AND INCOMMENSION FORM ADDITIONS OFFICER of the sactions time value the Tompausy was forced distributed. In their opposity was distributed and conscious, 3500 missain to 2000 to testing about 1000 missain 2000 missain the total time the conscious, 3500 missain the Conference of the conscious 1000 missain and the conference of the conscious and the conference of the conscious and the conference of the conscious and the conference of the confere

in confunction with the registal initiation discussed above, assumes populate to AMS of approximatery 504 marking were community to interpropagaly mores expends in 1000, each other his thready was obligated under ordered increased and according to the approximate of 6.00. On July 1, 1400 the note populate to AMI of approximately 500 million was expended on approximately 500 million was objected to 1000 million approximately.

DFNDT0005933 DFNDT0005934

After rate 2. 1995, sceniero may transmiss the Technology Sections Apparetuse for continuates. If it may not required for the section of all the tequired to pay a horizontal rate of earths to the cond of all horizontal rates of the Continuation o

destinous appresent of DO/3 projections to retain on the ...

De uddition. As intice questions because, in convergenced (SSE, or industrial) of any and districts instances because the convergence (SSE, or industrial) destinates and characters installed the behandable and convergence of the converg

comes were consequent to specializate to 1998. 
Mechanismos Constitutes Mechanismos - the Congress and Association are granted to a fluorogeneous resolution granted dated Coff 2, 1500 Gitte "fluorogeneous hauselesses granted association granted association for the fluorogeneous flu

DOMESTO DE CASE ESTAVADORO - Paras to the Penganismano, american a Vilonated referent narme en opposit anatély bond on the act tolares of acts, equivalent and the pengale to Med as the servered are the pengale to Med as the servered are the samed by Assestment portfolia of month size morpholiable sourcitélie. The Attended or an on the pengalenthelms of seat of the formal satisface are area of 1944 or as not serve and of seat and pengalenthelms of the tender are dynamical and acceptable of the seat of the formal satisface are approximate or laborated approach for participation of the Secretaria Section 2018.

set state at expected for particle price to the Secretarian serious coefficients and expected for the local price and purpose to the Company statistic division and selected statistics. As descent contracted for the Company statistic division and substitization. As descent coefficients are not the Company secretarian secretarians, presentantly statistics, and is so that the Company secretarian secretarians are secretarian secretarians, and of the company secretarians are secretarians. See of the secretarians are secretarians as the company secretarians are secretarians. Secretarians are secretarians and secretarians are secretarians and secretarians are secretarians. Secretarians are secretarians and secretarians are secretarians as the secretarians are secretarians.

The Thompsony wood approximately \$500 william of the wet proverte from the Offering to recey a portion, of the Debaution held by and.

The latestest vacc on the letterature is broad to the saw of the londer, letterature vaccount from the letterature is broad to the saw of the londer, letterature vaccount indicate vaccount vaccount letterature vaccount vaccount letterature vaccount vaccount letterature vaccount letterature vaccount vaccount letterature vaccount vac

PROPERTY AND BOTTOMERT - During 1997, the Company suggified a hiddeling from Acceleration for approximately \$5 billion.

Acciding measurements - is commonth, with the seorganisation, the company succeed lace emissis agreement with sole and are alimitated like talking agreements.

Appendiction, South the electron possession of the chapma, is party to the information production selection between securing the control of the chapma, is party to the information bedieving seventees securing the control of the chapma, it is not the production technically according to the control of the chapma, it is notified agreed by artificial to the control of the formation beginning and control of the charactery describes agreement control on the late of the formation of the control of the c

The Technology Startion Agencies provided for amount pilos educations, one contain prises, educations are not containing to favorite origin, consencials in this, we come entry the vestor and admin stay used circ monomodist in this, we come entry the vestor and admin stay used circ for the containing rates any inflant as increase in decrease over the previous parts.

Size main, wederliers, nowe the Decompley Services Agrocomb the Ocepasy Will counting to be him sectioning provides of all information technology services provides by the Ocepasy to American Lorentately paint to the Ocepasy to American Content and the Technology Services parameter. By one information technology services parameter to competitive cross to temperate by American con an emboursed present to competitive cross by American content and the Competitive County by American Content and the Competitive County by American Content and the Competitive County by American Content and Competitive County and County American Content and County County

when the widering dispection agreement, destricted a solve-ling efforces include complete particular algorithms to work the halo of these shows produced, destricted and the halo of these particular expectations of earlier particular destricted and expectations of solvential engineering of particular destricted and expectation of expectation of the first line widering suppose for productional expectations of expectation of expectation of expectations of expectation of expectations and expectations of expec

civility of approximately \$7 million for unit guarantees.

When interference interference in the company and and descripts here encered for a Now Administrative Approximate dated Suly 1, and that You despression for the Approximate Approximate (Approximate (Approximate Approximate (Approximate Approximate (Approximate Approximate (Approximate (Approximat

THESE TO BE ASSESSED TO SERVED TO THE COMPANY.

DESCRIPTION OF A RECORDED AND ASSESSED TO SERVED TO THE PROPERTY OF THE PROPER

The Design of Management and Paragement and Paragement State (12) 1, 1995 and welling come in 1995 the tradition of the Companies Design (12) 1, 1995 and welling come in 1995 the tradition of Companies Design (12) 1, 1995 and welling come in 1995 the Companies of Companies of the Companies of t

The partice agreed to apply the figureral bases of the Drevel Stirtlages Agreement and the Corporate Overel Agreement as of Coprory 1, 1996.

DENDT0005935 DENDT0005936 CONDIT AND CONTROL IN DRIVIN 1, 1986, the Ompace and Aperican entered into a should expressed passion or match the compacy of regularit to burrow from Aperican de Aperican, and Aperican in suprised to local to the opening, anomals suprised to the Omegany anomals suprised to the Aperican of the Aperica

or American recits this objection. In amountain, we have constructions the construction of the constructio

CONTICES MONEY AREA TO STREAMS.

ADVICES MONEY THE CONTINUES ARE STREAMS ARE STREAMS AND ADVICES MONEY TO STREAM AND ADVICES MONEY AND ADVICES AND ADV

CONSISTENCE CONTROL OF CONTROL ACCURATE The thingser in purity to an information Seminalized Particles Agreement (Table 1978 Agreement) with the control of the Control of

NOVESCISS THEN APPLICATES - Leavester from American and occur submiddences of ANS more Save million, \$775 mollion and \$500 million at 1992, 1997 and 1996, respectively.

4

OWNORDED PETEROSS - (generating component are compared to the Componer by American and codes understance of AMA to comes cereate enquiyee secretics, franktivens convert, condenses greatedom, consequence econfess, they does not certain comes advantages according to secretic fragment of texture detections for the control of texture described by third percents. The Company positioners according to the company of the company o

|  | Ys  | ner Ruded Dec  | orber 31.  |
|--|---|--|--|
|  | 1993  | 5057   | 1996   |
| Pupilores Denetics<br>Paculities ambusi<br>Hardotting ampunction<br>Hanagebear Metvares<br>Color administrative cours<br>Those Paragraps | S 41.348<br>2.766<br>54.444<br>15.160<br>18,775<br>45.882 | 8 55,873<br>3,526<br>21,779<br>21,278<br>2,729<br>47,628 | 0 85.538<br>15.129<br>20.436<br>17,140<br>14.767<br>52.566 |
| Them cuponsos  | f 126,335   | \$ 348,090   | \$ 193,989   |

#### s. BUDLOVAN SEMECTO DIAMO

SCECULING CORNARY 1, 2027, Pile Cooping sweaklished the Aniau Occup Anticoner: Plan (the "9527); a contrad connection plan specific confer Santium edito, of the tourish Prosone that of 1987, the thapsay exceeded exposure scaleded to the Ania of approximates, 126 citizen and Six ellicor 12 January 2027, Propervision.

In John and 1977, respectively.

Additionally, a felocitic decompt 1, 1977, the frequency sateblished the salme decomp legacy bearing that the "mar", a can guidated defined benealty plan for emphysics meeting control subgravities or 1979, subcrussivity AV Auglioteck of the binguary work objection to 1979, subcrussivity AV Auglioteck of the binguary work objection to 1979, subcrussivity AV Auglioteck of the binguary work objection to 1979, subcrussivity and appropriate and appropriate and the configuration of the binguistic and the following and the control of the thirty films were antennium based upon superpayer sendenced and sense to the foregoing to expect a clinication of drougs to the foregoing to expect a clinication of drougs to the foregoing to expend the market of the foregoing the control of the foregoing the control of the foregoing t

In October 1997, the portion of the american Plan applicable to employees of two Company was upon off to the eccl. As the data of epic off, the maturization statistabilities for flow Company unplicated maturization late of Company unplicated maturization for his builties of ego-manusculp 12c of 17cm, was charged to attorocable of equity use, of the descript have of ego-portainably as willow.

Substantially all amployees of the Company may become alighbut for societies records one was life presentatives sensitive provided by appropriate the control of programmers asserting properties of the appropriate of the Company. The unusual of Amploys was sensitive on locations to Lifetine management and outlines in the place. Certain supplying groups make contributions consider forming a position of Lord provided produce account of the control of the Company bands countributed on the control of the Company bands countributed as increased and the control of the Company bands countributed as increased and the control of the Company bands countributed as increased and the control of the Company bands countributed as increased and the control of the Company bands countributed as increased and the control of the Company bands countributed as increased and the control of the Company bands countributed as increased and the control of the Company bands countributed as increased and the Company bands countributed as increased and the Company bands countributed as increased as

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DFNDT0005937 DFNDT0005938

Execution to the Years Scientists agreement, the Coopers is excited a parameter execution for any area sections. To age for the provision of parameter sections of the provision of the provision of the parameter section of the parameter section o

The following nables provide a renomitation of the changes in the plants basel, obligations and fair value of scene for the press maked beendas 13, 1928 and 1939, and a statement of famile) according to the following and 1937 (as followed).

|                                   |    | Pension   |   | 1100       |   | Other Benefice |   |           |
|-----------------------------------|----|-----------|---|------------|---|----------------|---|-----------|
|                                   |    | 1998      |   | 1997       |   | T335           |   | 1997      |
|                                   |    |           |   |            |   |                |   |           |
| though in benefit obligation:     |    |           |   |            |   |                |   |           |
| Renefix obligation as Jacusty 1   | s  | (149.300) | 3 | 1000, 9000 |   | 150,9600       | 4 | 110, 5931 |
| Service cool                      |    | [12,257]  |   | (8,846)    |   | ,5,261,        |   | 19, 8933  |
| Jahrenet, soles                   |    | 195, 1761 |   | (86, 454)  |   | (4,985)        |   | (3,593)   |
| Actuarisk gwine (locoss)          |    | 125, 1961 |   | (29, 199)  |   | 2,125          |   | (1, 193)  |
| dopofits pard                     |    | 58        |   | 2.9        |   | 333            |   | 264       |
| Senetic obligation as December of |    | (211,445) |   | (152, 380) |   |                |   | (50,083)  |
|                                   |    |           |   |            |   |                |   |           |
| Change as plus accepts:           |    |           |   |            |   |                |   |           |
| Fann value st Convary 1           | 35 | 98,118    | 3 | 77,331     | 3 | 5,537          | 3 | 4.466     |
| Actual astum on plan assaus       |    | 7,557     |   | 23,577     |   | 735            |   | 1,337     |
| Company converiencions            |    | 9,956     |   |            |   | 3,294          |   | 1,374     |
| ironofara from effiliates         |    | 2,795     |   | 1,729      |   |                |   |           |
| demokite pass                     |    | 15.51     |   | .29)       |   | (559)          |   | (263)     |
|                                   |    |           |   |            |   |                |   |           |
| Sale value at December 31         |    | .10,500   |   | 92,110     |   |                |   | 6.617     |
|                                   |    |           |   |            |   |                |   |           |
|                                   |    |           |   |            |   |                |   |           |
| banded status of the place        |    |           |   |            |   |                |   |           |
| (underfunded)                     |    | (159,496) |   | (65,96%)   |   | (45,955)       |   | (40,366)  |
| Загосоднаямі ких Іосо (дазя)      |    | 59,589    |   | 33,366     |   | \$21,5943      |   | (9,309)   |
| derecognized union service cost   |    | 225       |   | 232        |   | (1,330)        |   | (1,530)   |
| derecognized toolsities cannot    |    | (135)     |   | (263)      |   |                |   |           |
|                                   |    |           |   |            |   |                |   |           |
| Accreed benefit cost              |    | (40.170)  |   | (34) 1277  |   | 161,4047       |   | 155,4161  |
|                                   |    |           |   |            |   |                |   |           |
|                                   |    |           |   |            |   |                |   |           |

The accompanion used in the measuration of the Company's benezit obligations on of technical II, 1896 and 1897 are no follows:

|                                   | Sanston Jerefito |        | Other Sansfire |       |  |
|-----------------------------------|------------------|--------|----------------|-------|--|
|                                   |                  |        |                |       |  |
| Relighted average accomptions:    | 1998             | 1997   | 2995           | 2997  |  |
|                                   |                  |        |                |       |  |
| Discourt rate                     | 2,008            | 2.248  | 7.669          | 7.240 |  |
| Appeared return on plan ageers    | ಳ. ಎರಡಿ          | 9.108  | 9.50%          | 9.558 |  |
| Within of examplement for account | 4 265            | a 2.65 |                |       |  |

A M agrows which increase in the per capita such of concrete Messah, on Remotite has assumed for 1999 and the rate has assumed to receip at that level the reshorts.

The following sobble passibles che comparament of mer particle beseffs contafor the two years ended December 35, 1998 for the 1255 and for the threeyears window becomed: 45, 1995 for other posteritioners benefits (IC Familiands), double mobile the square posteritionals, excelled an assolided in endphysis scorific of the whole is other.

|                                   | Pencina Banafitu |           | c        |         |         |
|-----------------------------------|------------------|-----------|----------|---------|---------|
|                                   | 1335             | 5,647     | 1999     | 2397    | 1996    |
|                                   |                  |           |          |         |         |
| Barrios cost                      | 8 21,297         | 2 3,848   | \$ 5,281 | 9 3,801 | 5 4,170 |
| Salary with smark                 | 23,379           | 20,056    | 4,063    | 3,302   | 5,595   |
| Expected return on plan assets    | (5,336)          | (7, 237)  | (684)    | (460)   | (358)   |
| Aportication of spancition asset  | (228)            | 12281     |          |         |         |
| assetuation of pains service sont | 22               | 22        | (166)    | (166)   |         |
| ascertization of net love (gain)  | 1,800            | 712       | 1241;    | 15231   | 1701    |
|                                   |                  |           |          |         |         |
| Total mer pariodic benefit cost   | Sic, 275         | \$ 13,070 | \$ 8,251 | € 6,566 | € 2,785 |
|                                   |                  |           |          |         |         |

Assumed basists care cost transforms sure a significant effect on the second repeated for case postantianous redical basists place. A representage parameter place is a representage parameter parameter for the second representage parameter control of total net postantial constant constructions of the second service and introduce over components of total net postantial constant constructions and the postantial constant configurations as the second of the postantial constant configuration of the second constant configuration of the second configuration of the

Clear against for the led and for the powered resemble health, ourse and life inscanded benefits consider primarily of tourist touch and shades woulded by a substitute of ADS invested in dobe and entire operations.

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DFNDT0005939 DFNDT0005940

#### 1. PROME TAXES

The provision (Bepefit) for income town in an followe is thousands::

|                                  | 7227 Noded December 21, |            |            |  |  |  |
|----------------------------------|-------------------------|------------|------------|--|--|--|
|                                  |                         |            |            |  |  |  |
|                                  | 1599                    | 1,997      | 1595       |  |  |  |
|                                  |                         |            |            |  |  |  |
| Current tortion:                 |                         |            |            |  |  |  |
| Yedesel.                         | 2 120,825               | \$ 126,808 | 5 121,774  |  |  |  |
| State                            | 2,326                   | 2,001      | 47,000     |  |  |  |
| Pareign                          | 22,320                  | 5,052      | 2.664      |  |  |  |
| •                                |                         |            |            |  |  |  |
| Pobal correct                    | 140,034                 | 145,518    | 142.606    |  |  |  |
| Seferred corrion:                |                         |            |            |  |  |  |
| Mederal                          | (7,186)                 | 150.0431   | (23, 459)  |  |  |  |
| SEATE                            | 0,165                   | 11,409     | 93.4       |  |  |  |
| Const. deferred                  | (2.022)                 | (11,727)   | (23,024)   |  |  |  |
|                                  |                         |            |            |  |  |  |
| potal passisism for larges taxes | 5 180,013               | 5 111,796  | \$ 119.262 |  |  |  |
|                                  |                         |            |            |  |  |  |
|                                  |                         |            |            |  |  |  |

The provision for income taxed differs from anomale computes at the chatching follows income tax wate or Follows (in thousands):

|  | Zee        | ar Emdod postabor | 21,        |
|--|------------|-------------------|------------|
|  |            |                   |            |
|  | 1598       | 1997              | 1955       |
|  |            |                   |            |
| Statistics incress that provision          | \$ 120,340 | 8 112,278         | \$ 107,050 |
| State spream taxes, not of federal benefit | 9.100      | 9.002             | 11.090     |
| Pozeign tax tredit                         |            |                   | 24.1       |
| Criver, per                                | 312        | 71.0              | 5.5        |
|  |            |                   |            |
| Motel gravitates for income terms          | £ 139,412  | \$ 155,596        | \$ 119,582 |
|  |            |                   |            |
|  |            |                   |            |

The compression of the Company's deferred her assets and Pinh/Minh as of december 34.~1886 and 1999 were as follows (in thousands):

|  | 1096        | 1997      |
|--|-------------|-----------|
| Deferred the syste:                    |             |           |
| Sermed expenses                        | \$ 10,000   | 5 74,020  |
| Sapinyee benefito other than pendions  | 26.875      | 28.204    |
| Defarrad revenue                       | 5,151       | 84,776    |
| Dangina shliqations                    | 14,956      | 28,127    |
| State not resenting Jose carrythogogia | 564         | 533       |
| Ounez                                  | 969         | 6,455     |
|  |             |           |
| Count decerred tax scoets              | 85,318      | 86,078    |
| Determed that Illumpintaria            |             |           |
| Depresiation and amortization          | (92,178)    | 150,0201  |
| Other                                  | 15.01,01.61 | (58, 603) |
|  |             |           |
| Total deferred for limbulities         | 175,596,    | (99,339)  |
|  |             |           |
| Net deferred has asset                 | 6 12,292    | 8 8,999   |
|  |             |           |

DFNDT0005941 DFNDT0005942

Corrent deferred income top asset Economical actions on hisbidity

44

Net deferred tox asset

\$ 75,999 \$ 72,698 (23,568) (22,356) \$ 12,799 8 3,739

#### 9. CONNERNATIR AND CONTENSIONS

fortun socio sobrath vita cignificat conscilero contant broking for productivity clarces and state projections which slow objectables to recents values assument of which contains the contains and color senses from the company as to contain the contains the color sense of the contains and color senses from the company as to contain the contains the contains and color senses in the contains and the contains and color senses in the color than a color sense and the color than a color of the color sense to the color of the c

On July 1, 1995 the Company convered into an operating leave approximate the ADD for control facilitation will now accipant the visite and phosphotics and phosphotics are concerned than in concerning the approximate part of the invest concerned that is concerned that is concerned that is concerned to the con

| lear knowing December 31, | Affiliates | Fried Parties |
|---------------------------|------------|---------------|
|                           |            |               |
| 2999                      | 9 1,282    | 5 46,400      |
| 2035                      | 7961       | 34, 034       |
| 2001                      | 445        | 25,912        |
| 2002                      | 3/14       | 25,409        |
| 2002                      | 2.6        | 25, 255       |
| 1500 - 1500               | 6.0        | 23 245        |

School expense, caulading facilities conted from arrivations, who approximately 344 million, 238 million and 342 million for the years anded forester 21, 1395, 1397, and 1297, respectively.

in untober 1990, the ungray cold data member settinger appropriate to comendated purely not approximately 201 million. One deepary rangested is deferred gain of expressionable of the transaction. The Company time entered into an expression to excee both the expression for the conception has the option, of the description, to become the options of the company has the option, of the description, to remark the control of a transaction of the control of the control of the control of the transaction of the control of the control of the control of the additional egalpeach at extend equation in the expression.

The Dogman IO Looked in Design oliphies string in the second course of Dominans. Stronger the Anthonys recolcition of these verters among the precompily selected at this time, recognized nows not College that they will have a secondary stronger described where a since our che flaments conclude the construct of operations of the Company.

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# 9. TANCORL STOCK

The maximizated amphial ensent of the Company enseitet of 10h, MOUVER charge of Clark & Common Moule, put while 2.00 per scene, 100,774,766 schared Officers & Common Chord, par schare 2012 per davel, and 20,000,700 schared Officers Common Chord, and while 2012 per davel, and 20,000,700 schares of partner of senter, our odins 5.11 per doren. As of Chargeour 31, 355%, no clares to partnered common terms to per doren. As of Chargeour 31, 355%, no clares to partnered common terms.

pendiarraid enters, can rediate 5.11 per choren. An of Descript 31, 2564, so charges to principle of each tool beautiful content to previous entering the content of the co

Effective as at the figure time of which half common to be understood an againspace of all least a and/order of the working power of the World 2000 to medicate for the foreign these on distable, resoluted to entering provided to the observation of the Owner these on distables, resoluted to entering provided of old of the control with provided the one of the Owner of

equal amount per elected a common state and clears a common above will sears a common type elected a cony division declared by the course of Directors subtract to any treatmental restaurant entering declared.

subject to any professorial regions of any constanting incorred strong the promised before any formal of the nutrition of the first properties of the processor of the properties of the propert

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DFNDT0005943 DFNDT0005944

Eviloring a the rises byle off, obsers of claims a femoral Score could be transferred on Chara S Chomon Street, subject to explicable level provided, absence case character is three 2 Common Street, subject to explicable level provided, absence case character is three 2 Common Street case characteristic provided by the control of the country observed by notificial control of the country of the of the

De liquidación, distributados en visibling que di toc Dequezy, attas populas in full of the security registrad to be celá to Decision of professor actual est, all confessor de como actual est, and confessor de como actual, requestion on classes, who actualists to concern professor professor de como actual est.

No source of either class of common stock are subject to telegation or have presentive rights to purposes additional distret of common stock.

In 1997, the Board of Director's embeddied, subject to carbait toxideds and rector toxidization, the products of one to 1.5 million charge of the coopaging tiles of common status, the codes of tisseousy clares positioned was 1.420,000 and 70,000 to 1955 and 1967 compositively.

#### I. SVOCK AMAZOS AND UNVIOUS

brion to the Offseing. Offlierer and may semiloyeer of the Chapung earse mightin, under Mere twist comp from Internation than the MMS CATCH, to be spaced deficiented about, semiloted about, most options, about Apparentables regions, whose functions regions under whose month based areas in Communication, part with the communication of the Chapter of

create, par value it per shares of one (1986 Chance Chance) exceeded.

In obscimation which was deal falls installed indicates and long registration on the
depolar party was desired in 11,10% above of disference and long registration of the
depolar party products for a conformation of the fall of the conformation of the product of the

Performance with the Offering, the Concern plan anthelicited the 1509, 1009 Test industries Plan the 1398 Flact; Three the 160 Flan 1500 toog Test industries Plan the 1398 Flact; Three the 160 Flan the 1398 Flact; Other the 160 Flan the 1398 Flact; Other the 160 Flan the 1398 Flact; Other the 160 Flan t

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The Local obergs for study componential engages before the segar, admission and learning components and the STRD is As STRD in mark of a Hillian for 1375, and 1376, a segaration of the STRD is set and 1376, a segaration and 1376, a segaration and 1376, a segaration and the STRD is segarate marks the 1376 200s a shown this concepts protect of the Components to the STRD in the STRD is separate which is concept, and the STRD is set as the Components to the STRD is set as the Components which contributes the STRD is set as t

dance of instructed cool are anyoled at no cost to employee under the 1990 plan. Sentructed corns generally your three years following the date of greats destructed stood activity follows:

|   | Year Duded December 31, |         |         |  |  |
|---|-------------------------|---------|---------|--|--|
|   |                         |         |         |  |  |
|   | 1.048                   | 1.557   | 1996    |  |  |
|   |                         |         |         |  |  |
| Ourgranding at Dealery 1                    | 156,540                 | 151.550 |         |  |  |
| larged upon conversion of AMR Career Equity |                         |         |         |  |  |
| soid Recordated Shares                      |                         |         | 249,990 |  |  |
| Sweeted                                     | 12.334                  | 24,900  | 2,320   |  |  |
| incod                                       | (10,290)                |         |         |  |  |
| Canceled                                    | (13.480)                | 19,320: |         |  |  |
|   |                         |         |         |  |  |
| Outstanding at Occoober 35                  | 166.620                 | 166,940 | 161,660 |  |  |
|   |                         |         |         |  |  |
|   |                         |         |         |  |  |

The embigaced avarage practitive fair reduce of exatilated above greated anising asset. LDDS and is 46 when  $235.10,\;\rm and,\,03$  and  $221.00,\;\rm temperaturely. The great doce fair reduces we should be forested from the decident of great.$ 

date of possit. The confidence with the ASC 1919, instable officers and very explosions of the Computer work after seculable, or no rice for officers were explorated. The seculation of the confidence was explorated to the control force process there experiences secure. These text persons precipitations of the confidence of the Computer work of the confidence of the control force of the confidence of the c

Company Portnerance Share are also severed at an earth to officer and toy explores of the Company based on performance secretor of the Company or artifact in cut 100 Minn. The Company because Calcar area over a three-year performance partial and are next over a three-year performance partial and are nextless (in such. The Company's Partnerson Section activities when it follows:

|  | Year Ended December 31, |          |          |  |
|--|-------------------------|----------|----------|--|
|  | 1988                    | 2887     | 2998     |  |
| Substanding at Japany 1                    | 622,100                 | 433,860  |          |  |
| "manad upon communion of SMN Serfermance - |                         |          |          |  |
| Shates                                     |                         |          | 272,163  |  |
| Opport xit                                 | 400.97C                 | 405,370  | 164,455  |  |
| Assence partiad in warb                    | (263,040)               |          |          |  |
| Cancer ed                                  | (%), 1,471              | (57,110) | 17501    |  |
| Constanding at Danather 11                 | 564,879                 | 629,300  | \$30,866 |  |
|  |                         |          |          |  |
|  |                         |          |          |  |

The unighted-suscept great data fact values of thepany (externous Shares greated anims 1898, 1997 and 1886 when 126.12, \$28.7% and \$27.00, temperatedly. The great data four relevant was found on the Occapacy's shock paids at the data 50 Spaids.

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DFNDT0005945 DFNDT0005946

On conjunction with the ADD 2013, options to possbare issues of ADD Chance Stone (1988) Options—were greated to officers and buy exployers of the ADD 2013 and the ADD 2013 and

Options guarded under this 1995 flow one grammed at the worket value of them a flowers front on the flow of grant, among as independent effective by a consulting specificated by the symath of closerous, specifically most love flow yours and was not considerables have toom for yours without the data of ground, flower provise sectionly follower.

|   | Year Anist Occupier 4).         |         |                                |         |           |          |  |
|---|---------------------------------|---------|--------------------------------|---------|-----------|----------|--|
|   | 2.969                           |         |                                | 497     |           | 2046     |  |
|   | Med glate di-Assaula<br>Baebaba |         | o Kengbied Average<br>Stepulse |         |           | Szercise |  |
|   | options                         | 22256   | Opeloas                        | frice   | 05.5556   | Stace    |  |
| Cotstanding of Cancary t                        | 2,278,370                       | 6 25.43 | 2.035.570                      | 3 24.89 |           |          |  |
| Terminal agent sociouses of AMR<br>Opeions      |                                 |         |                                |         | 728,780   | \$ 14.87 |  |
| Current Branchy Shranc                          |                                 |         |                                |         | 647,660   | 27.59    |  |
| Grante2   | 1.245,600                       | 34.94   | 711,010                        | 27.11   | 822,966   | 27.39    |  |
| Security  | 1433, 2701                      | 27.55   | (34,340)                       | 15.14   | (14,556)  | 16.27    |  |
| Canceled  | (551,610)                       |         | (187,878)                      | 28.12   |           |          |  |
| Outobanding of Occomber 31                      | 2,295,389                       |         | 5.974,000                      | 25.11   | 2,301,670 | 24.80    |  |
|   |                                 |         |                                |         |           |          |  |
| ecoreicable options succtanding as uncomber 30. | 1.70.670                        | \$24.84 | 338,220                        | 8 22.60 | 482,416   | \$ 19.86 |  |
|   |                                 |         |                                |         |           |          |  |

the supposed encesses maken these fair value of about continuous anabode during 1999, NOV and 1930 room Attract 2020 and 60 St. respectively. The great acts and value sees excellented as the date of great acting the stems detailed spicious griding value.

the following table summarizes information about the shock options substanding an December 31, 1998:

2.5

| Range of America<br>Prices | Number of<br>e Options<br>Constanding | Meighted Average<br>Decaining<br>Sife tyears, | Reighted-Average<br>Croscise Sydes | Author of<br>Options<br>Exercicable | Weighted downlage<br>exercise Stins |
|----------------------------|---------------------------------------|---|------------------------------------|-------------------------------------|-------------------------------------|
| 512.01 017.49              | 100.000                               | 2.20  | 6 15.55                            | 62.200                              | 0 10.00                             |
| 519.50 - 324.43            | 239, 590                              | 1.20  | 20.39                              | 203.020                             | 46.22                               |
| 35x.50 - \$20.40           | 2,466,620                             | 8.10  | 27.14                              | 547,228                             | 27.07                               |
| 335.54 - \$62.60           | 464,200                               | 2.30  | 35.61                              | 600                                 | 35.67                               |
|                            |                                       |   |                                    |                                     |                                     |
| 2ehal                      | 3,355,390                             | 3.45  | \$ 39.30                           | 670,575                             | 8 94.88                             |
|                            |                                       |   |                                    |                                     |                                     |
|                            |                                       |   |                                    |                                     |                                     |
|                            |                                       |   |                                    |                                     |                                     |

Now other shock housed, security a conditions excelled by the second of househood extendance the eligible periods to shoot analyse that he could have have no wideb the areasty will be used, the number of dozen to be excelled he priors, if any, to be pushed by the recruitment and all other beams and conditions of the areast under the could blance the two of growth.

deed approximate, clother any he greated to conjumitive still all or year of way obtain states passed under the 300 July mediate has 100 July mediate the states of the states of the states of the robust depths will be severed under a state of the transfer of the robust depths and visit be more order out of the robust depths and provided the state the volunted approximate to many severe of the state that which are depths are severed with a first back which considerated and the severed of the states where other operators will be deemed to have were considerables.

The Company has a Discontract Study Incompany view which provides for an amount of an approximate the second provides of the company to these a discontract that is a provided by the company to these a discontract that is a provided by the company to these a discontract that is a company to the discontract that is a company to the discontract that is a company to the company of the company of the company to the company to the company of t

The Discovered State Supervised State (State State Sta

Suring 2008, Na. Crapuny grantes has tauachor of about sprious, each to suspine 7 million Sisses of the Company's Class 2 Grown Shock, to UK Allenge, Dec Auth 1.

Asserged, See Soft 5.

A remission by Date-Seech of Figure 12 Administrate distributes by 1.17.

ANTIGORAGE OF DATES AND CONFIDENCE OF SAME ASSESSMENT OF SAME ASSESS

15

DENDT0005947 DENDT0005948

The classic debates equies realization model was developed for use in sectional content of fair white of received options which we have some on section the section fair white of received options which may be section particles require some of the section of the subject of the section of the supplied of the section of the

for purposes of the pro-fine discinction, the sectioned fell value of the against and structured assemble, succeived to expense over the weeking period. The limpary's pro-forms information is as follows: (is character, except for characterisms):

|  | Year Ruded Doorston 31. |           |            |  |  |
|--|-------------------------|-----------|------------|--|--|
|  |                         |           |            |  |  |
|  | 1498                    | £327      | £226       |  |  |
|  |                         |           |            |  |  |
| der earrange:                          |                         |           |            |  |  |
| Rd reported                            | 8 131,941               | 8 199,852 | \$ 186,574 |  |  |
|  |                         |           |            |  |  |
|  |                         |           |            |  |  |
| Sin. forma                             | \$ 258.672              | 3 148,40% | \$ 294,961 |  |  |
|  |                         |           |            |  |  |
|  |                         |           |            |  |  |
| Barmings per occors share, as rejurced |                         |           |            |  |  |
| searc and diluned                      | \$ 2.70                 | 5 1.37    | \$ 2.45    |  |  |
|  |                         |           |            |  |  |
| Remitiga por communa chave, pro forma  |                         |           |            |  |  |
| dw.lc                                  | 5 A.76                  | 5 1.62    | \$ 4.42    |  |  |
|  |                         |           |            |  |  |
| Biluted                                | \$ 2.95                 | \$ 1.55   | \$ 2.48    |  |  |
|  |                         |           |            |  |  |
|  |                         |           |            |  |  |

#### RARKEROS 233 SNACKS

| Year harded tweetcer 31, |  |  |  |  |
|--------------------------|--|--|--|--|
| <b>ે</b> તે તે તે        | 29.9%  | 1996   |  |  |
|                          |  |  |  |  |
|                          |  |  |  |  |
|                          |  |  |  |  |
| 3231,391                 | 8100,833   | \$286,574  |  |  |
|                          |  |  |  |  |
| (255)                    |  |  |  |  |
|                          |  |  |  |  |
| 8891.686                 | 5199.883   | 2226.578   |  |  |
|                          |  |  |  |  |
|                          |  |  |  |  |
|                          |  |  |  |  |
|                          |  |  |  |  |
| 229,945                  | 130,645  | 5.460,600  |  |  |
| 39.8                     | 223  | 60   |  |  |
|                          |  |  |  |  |
|                          |  |  |  |  |
| 180,621                  |  |  |  |  |
|                          |  |  |  |  |
| 5 1.79                   | 8 1.83   |  |  |  |
|                          | 2231, 991<br>(253)<br>8391, 680<br>239, 445<br>298<br>480, 621 | 2498 12957 2331,912 2129,833 (235) 2351,660 5150,883 225,945 130,645 237,938 222 440,621 150,946 |  |  |

DFNDT0005950 DFNDT0005949

Why additioned information regarding stock evends and options, see some  $\omega_{\rm s}$ 

Optime to purchase symmortharely 3,470.000 and 344,000 seligions remains shared or common stack were categorizing during 120% and 140%, respectively, but were controlled from the competition of full total controlling may share because the effect could be mainfalled from the ordinion, optimise particle to the magnetistic of father december of controlled from the controlled for the magnetistic of father december of controlled for the magnetistic of father december of the controlled for the controlled for

MiGret Day Jensery 1, 1993, the Congrey Virginia Bratecast of Educated Actionating Conductal Sections and Participation of Conductal Sections and Sections and Sections and Sections and Section 2015 Se

shour providence and members, prospeculated means and major continuous.

The Company for the State State State and supported the State State State and submodulate the state S

The sequencing politimes of the registers was the case as these described in the sense of algorithms accounting politimes. The company solutions of the sense of algorithms accounting politimes. The company solutions of politicisms are the company solutions of the company of t

regional institution and interest for the frequency receiped once excited Jupid and productional team and interest regionals changes and all control to the assignment institution and interest received and productional team and interest received and productional team and interest received anymore frequency in the Congress for the Congress to the Congress to the Congress to the Congress for the Congress to th

|   | Slections Introduction<br>Travel Technology<br>Distribution Sciences |                | 10521       |
|---|--|----------------|-------------|
|   |  | (in thomomeda) |             |
| Occorbor 51, 1498;  |  |                |             |
| devenues from external customets<br>Equity on art income of equity method     | 8 1,311,300  | \$ 981,372     | S 2.297,500 |
| Totacteas   | 3,687  |                | 6,42?       |
| Total revenue   | 1,321,798  | 990, 892       | 2,908,987   |
|   |  |                |             |
| Segment removining income   | 283,359  | 64, 113        | 272,890     |
| interasponent exactor transfers   | 10,340   | 173,349        | 164,233     |
| Depresentian and assertization  | 132,600  | 04,780         | 227,079     |
| Segment anishts   | 616.869  | 401,382        | 1.116,731   |
| Capital expanditures for reguest assets                                       | 99,223   | 166,470        | 555,614     |
| Developments on equity method isomether                                       | 344,084  | 743            | 124,645     |
| Describer 41, 1999:   |  |                |             |
| Reverses from external costoners  | 0 1,200,276  | \$ 389,271     | 0 2,789,54% |
| Equaty in sec income of equity serbed<br>************************************ | 4,53%  |                | 4,316       |
| Your revenue  | 1.005.202  | 603.271        | 1.700.062   |
| **************************************  | 1.305,233  | 663,771        | 4.700,003   |
|   |  |                |             |
| Respect operating iscome  | 545,688  | 97, 468        | 355.376     |
| intercepted accesse transfers   | 22.281   | 353,833        | \$15.915    |
| Departurion and ammerication  | 237.351  | 50,353         | 157,465     |
| Segment wooder  | 899,285  | 258,228        | 887,075     |
| Superior superior curve for assess according                                  | 209,095  | 62,735         | 178,499     |
| Investments in equity mathod invector   | 6,635  | 1,325          | 8,138       |
| Scorekor 31, 1996:  |  |                |             |
| Revenues from external costoners<br>Equity in any trainer of equity undired   | 8 1.101,701  | \$ 526,126     | 3 1,621,987 |
| invectors   | 3.094  | 50             | 3.244       |
|   |  |                |             |
| Conacton Labor  | 1,101.888  | 520,246        | 2,525,231   |
|   |  |                |             |
| Sognaph operating income  | 237,675  | 100,004        | 802,239     |
| latorasgment exticues transfers   |  | 177,992        | 477,992     |
| Degeneration and uncertimation  | 94.415   | 63,700         | 168,121     |
| Regeont annats  | 394.373  | 154.016        | 589,399     |
| Capital expensionses for segment assets                                       | 11.7 . ±6€   | 47,844         | 255.370     |
| Developmento do aquito method domantaes                                       | 5,091  | 446            | 5.474       |

DENDT0005951 DFNDT0005952 a reconcilization of the cotals reported for the operating respects to the applicable line stems in the operating financial shattments is an indiana (in contents):

represents approximately 165 of the deguny's consoladated reconser. Lowerum from Learners and commer coholidation of ANO were approximately 575 million determines approximately 255 of the Originary a reconcidence reconser.

- 5

|   | fear Somed December 31, |              |             |  |
|---|-------------------------|--------------|-------------|--|
|   | 1998                    | 1997         | 1396        |  |
|   |                         |              |             |  |
| Sparazing Success   |                         |              |             |  |
| Total operating amount for recentable                     |                         |              |             |  |
| 56959010  | \$ 367,492              | \$ 107,178   | 5 337,700   |  |
| Sab Composers ellocations                                 | 2,830                   | 3,443        | (7, 764)    |  |
|   |                         |              |             |  |
| Motel consolidated operating lecter                       | 5 550,372               | \$ 402,625   | \$ 399, 445 |  |
|   |                         |              |             |  |
| Asset e :   |                         |              |             |  |
| Unnal occurs for rejectable cogments Unallocated amounts: | 5 2,118,750             | 0 007,815    | \$ 566,139  |  |
| Cash and ebert throw investments                          | 320,720                 | 184.875      | 662,337     |  |
| Conjugace deedquarters and other                          | 270,336                 | 251,608      | 255.757     |  |
| Yotai consolidated assets                                 | 8 4.926.617             | \$ 1.894,956 |             |  |
|   |                         |              |             |  |
|   |                         |              |             |  |
| When ciquificant stame.                                   |                         |              |             |  |
| Seprecision and amortization for                          |                         |              |             |  |
| uspoububle regreents                                      |                         | 6 107,001    |             |  |
| Other degreciarion and scortization                       | 20,255                  | 12,771       | 6,942       |  |
| Yotal Sepreciation and societization                      | S 247,734               | 9 188,170    | \$ 188,664  |  |
|   |                         |              |             |  |
| dapited expendiationes for reportables                    |                         |              |             |  |
| surgicials and  | 7 290,914               | \$ 196,300   | \$ 166,270  |  |
| Crist ospical aspenditures                                | 39,217                  | 41,074       | 16.391      |  |
| Votal capital appendations                                |                         | 5 218-124    | 5 384,461   |  |
|   |                         |              |             |  |
|   |                         |              |             |  |

The Company's revenues and Jong 219ed assets by geographic region are momenteed below in themsedel. Personne was assurbated to communicate based on the resistance of the constraint.

|   | New Zoded December 31, |             |              |  |
|---|------------------------|-------------|--------------|--|
|   | 1956 1337              |             | 199€         |  |
| Permanes by appropriate region.         |                        |             |              |  |
| Unated States                           | 0 4,722,123            | 5 3,295,000 | \$ 1,514,00% |  |
| Foreign                                 | 662,102                | 492,867     | 525,139      |  |
|   |                        |             |              |  |
| Total                                   | 8 5,306,387            | 3 1,788,463 | \$ 1,625,135 |  |
|   |                        |             |              |  |
|   |                        |             |              |  |
| hong-rayed acrets by desgraphic region: |                        |             |              |  |
| Unated Staces                           | \$ 758,224             | 5 992,000   | 8 581,193    |  |
| Cormon Selector                         | 142,426                |             |              |  |
| Other inveice                           | 60,622                 | 71.402      | 61,567       |  |
|   |                        |             |              |  |
| 10503                                   | 8 962,413              | \$ 625,356  | \$ 502,888   |  |
|   |                        |             |              |  |
|   |                        |             |              |  |
|   |                        |             |              |  |

Revenues from US Giverye during 1999 were approximately \$309 million which

DFNDT0005953 DFNDT0005954

# 15. GUARTERIA PERANDIAN DIROPMENTON (INMERIORE)

The following is a manner of the passabled generally finances: interaction for the years enced becoming 31, 1995 and 1987 (in Charachae except per character).

|                              |     | 11100       |   | Sucond         |   | Thibrd    |    | Courts  |
|------------------------------|-----|-------------|---|----------------|---|-----------|----|---------|
|                              |     | Stran Visin |   | Carried Annual |   | Shann are |    | poster. |
|                              |     |             |   |                |   |           |    |         |
| 1998                         |     |             |   |                |   |           |    |         |
|                              |     |             |   |                |   |           |    |         |
| Paranss                      | 2   | 48A, 589    |   | 576,556        |   | 600,355   |    | 571,399 |
| dperoting sname              |     | .14,387     |   | 100,350        |   | 28,495    |    | 28,355  |
| der papalage                 |     | 22,239      |   | 68,503         |   | 71,423    |    | 20,266  |
| Euroipas per comeza stave.   |     |             |   |                |   |           |    |         |
| darlo                        | 5   | . 5.5       | 2 | . 2.2          | 5 | .33       | 5  | .10     |
| Recribing our consensations. |     |             |   |                |   |           |    |         |
| Filluped                     | 5   | - 95        | 5 | . 12           | þ | -99       | \$ | , et    |
| 1997                         |     |             |   |                |   |           |    |         |
|                              |     |             |   |                |   |           |    |         |
| 2emanaa                      |     | 445,315     |   | 445,914        | 0 | 452,455   |    | 441,533 |
| Operating income             |     | 108,157     |   | 24,531         |   | 82,466    |    | 20,000  |
| Cue paredour                 |     | 66,000      |   | 28.396         |   | 56,199    |    | 10.323  |
| Eurnings per octors stare.   |     |             |   |                |   |           |    |         |
| basic and minuted            | - 5 | .91         | 5 | .43            | 5 | .42       | 5  | .24     |

the branch industry or necessal in betwee Rockings, and then broking food charged for the use use of the Skill bythea, decrease significantly exclusive to the Scattle quester, grownessy is decrease.

Ouried the third spector of Jiss, the Company isomided theory of approximately like million and be a can thee goin from a forwealth court following to Ticketpet Companyion, as inactive subsidiary of the Company.

During the Court guarant of CTOL the Depart Microsoft John Fills (M. 1998) and CTOL the Department of CTOL the Dep

Survive the fourth investor of 1999, the temperar proorded a loss of approximately 811 maintain related to the value-off of a capitalized authorse development perject data soo antwest development perject data soo antwest

# .4. SUBBEGUSNI SVERTE

As Docomber 18, 1992 American newed approximately 6.4 willier depositionary securificates indepositional Debatics, colorable on consol stood of Salami, a Sciencesco-continuous company referred to SIGN. Accross continuous travellines of section of the security contributed over the sign of the security contributed over the sign of the security contributed company.

Immonstrial with a remnancy offering of Nover, in Personal 1985 Aproximus Liculated approximately 222,000 Approximus years from Liculated approximately 222,000 Approximately certification. Approximately 42,000 of these own. Licoten is represented by Approximately 42,000 of these own. Licoten is represented by the importance of the importance of the own of the importance of the importance

55

On Hardd 18, 2005, the Chappage Board of Clerchers annountied a load of \$100 billion to Associate. For load agreement our concerned on Wardd 27, with the load of the load of

Additionally, on earth 15, 1921, the trapenter coard of lor-enters authorized coallest to materia coalcon and masses coallinears are represented of opto an additional 1 million scenes of the Coapaly's Clear A Coapac Stock.

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DFNDT0005955 DFNDT0005956

# TINN 5. CHARACE IN MAS CLASSIFICEMENTS NOT ACCOUNTMENT OF ACCOUNTMENT ARE PLACEMENT DISCLASSING

### AMMA 111

| 2000 10 L | NUMERORS. | AND ROSEPHONE | 0.6200093 | CONTINUE SECTION OF | 200 |
|-----------|-----------|---------------|-----------|---------------------|-----|
|           |           |               |           |                     |     |

insuspensed boosts by seteration as the intersection and foots under the beautique stationer for their in we directors and foot ratio between the time we directors and foot ratio between the company's distriction programmes must be assumed to the assumed by it, 1929.

EXAMPLIAN CASIOSSS ON ANN ARGUSOSANT

We arecomive officers of the imagery, stell positions and ages as of bosonses  $11,\ 1998$  are so follows:

| nichael J. Buanca    | Director, includent and that december Officer whose Orly 1996, freedom of<br>The Sales Group division of ANS from 1996 to 1996, Senior Tire Sessions and<br>Collet Memoral, Officer of Austicas Aidless from 1996 to 1995; Vice Memident<br>and Treepring of Austicas Aidless of 1988, Ago 19  |
|----------------------|--|
| Stroffers 1. Section | Service Vice Proceedings and Execution Nice Describes Audions Restricting additions and State Nill 2019, Season Wile recentages and Availables. Sales recognize Earth State Nill 2019, Season Wile Received Vice President Sales Control Progress Farrials 100 state 100% for high Vice Nill 2019 and Proceedings of the Nill 2019 and Vice Vice Vice Nill 2019 and Vice Vice Vice Vice Vice Vice Vice Vice  |
| Thosew H. Cook       | Scalar Vice Prescher and President-Schire Technology Schirlers Since Jean<br>1997, Deschina-Schire Neillich Verlindugler, a administration of the Schire George<br>Chr. 1994 of 1996; Statellich Space (Am. Alcilera Jersalm, Technologies from 1996,<br>Dy 1994, Ago 38.  |
| deffsiy M. Succeed.  | Sensor Vice President, Chref Figurel's Officer and frequency washs dequal 150%<br>The Samusdani will Continue for Deriving actions from January 1874 to Japan<br>July was several Continue and Continue and Continue for American Additional<br>Incoming to 1878, Fire Sandidam and Transacts for secricos Addition, Commission 1992, by 4 Continue, Commission 1992, by 4 Continue Continue (Continue Continue Conti |
| Yearvil 9. 2000s     | Service View Presentent - Galery Lobertschung und Glofe Inflammation Officer dasse,<br>July 1231, errendest - Balery Lopertur Mexicology Errey 1978, 1978, 1978 (1978) errendest<br>Laboration: 2018 Spenters Classified & Brondopsium for Present from 1991 for 1989,<br>Homerican effective 5 Notes Resident - 8115 Novelbor Certifiques for American from<br>1398 (1978), July 137.   |
| Eric c. Speck        | Center vise specified. Sebas three! Internation Several class april 1997, kine areas from the Corporation Several 1997, kine areas the Corporation Several 1997, vice absorber to Several 1997, kine absorber to Several 1997, kine areas the Corporation Several 1997, kine areas to several 1997, kine are several 1997, kine a       |
| andraw z. Ocelabazq  | Danies vice granifats, desert Communicat versorare Sectionar cince Databat<br>1866, section Communicate Advanced for Advances from 1924 to 1866, desire Attorney<br>100 Augusteen Econ 1991 to 1884, Age 45.   |

All offeners were of the discretion of the board of Directors.

DFNDT0005957

3.2

| EXHIBITY DOMEST | DESCRIPTION OF ENGLEST   |
|-----------------|--|
|                 |  |
| 18.43           | inc. and scenicae Airlanes, Inc. (1) (3)<br>Softmann Sussering Agramment, durad September 10, 1890,<br>econg Mejastimin, The Sabbe Sirap, Inc. and Abb<br>Composition. (1, 16)   |
| 10.23           | Canadian Yachmost Dervices Schoomisch, dated as of<br>only 1, 1995, between The Zebra Group, Inc. and<br>semilars hillings, Oc. (7) (8)  |
| 16.4            | some of certicipotang Carrier agreement between the<br>solutionage, Inc. and solutions Alelines, and. (1)  |
| 16.15           | Investment Agreement document deptember 11, 1996, detween<br>the State Troop, Inc. and ARR Investment Sections, Inc.<br>(2) 189  |
| 19.36           | Accignment and Attended to Agrammin, Coted as of July 1, 1996, Jacoby The School Goog, Inc., Accident Architect, Inc., and the Dalles Fort Borth International Arrest Board, (1)   |
| 10.17           | baseloce Acadinas Special Coelitios Lesse Agreement,<br>Asset October 1, 1992, Between Aportica Availage, Inc.<br>and the Cellus Fort Wistin degicnal Assets Escard, as<br>assets by Speciemental Agreements Son. 1-6, 11; |
| 17.15           | Assignment agreement, dated as of July 1, 1996, between<br>The Sabre Group, Inc. and Assertions Sirlines, Inc. 11.   |
| 13.23           | Subjecte, dated done 1, 1996, between Aperican<br>Similars, Jan. and the Trustmen of the Pulsa Bundampal<br>Aimport Frant, we wanted by heardments Sov. 1 12. (1)  |
| 10.20           | Actiguiese Agraement, deced en of July 1, 1996, between<br>The Trice Orong, Inc. and American Aprilians, Inc. (2)  |
| 16.21           | Accorded and restator sublemos agreement, instead way, 1988, between Programm Mislimus, Inc. and the Obles Airposts Suprogeness lines. (U)   |
| 19.33           | And general Squeezen, dated as of Joly 1, 1996, because the Sabra Group, Inc. and American Alphines, inc. in   |
| 40.25           | Office Loose Agreement, fored as of Geology ID, 1996,<br>Ectroped American Edilino, Inc. and Styplic/Tasson<br>Partiers Mestisse/Southlebs Partierunity. (1)   |
| 10.24           | Sections 2.71100s, isc. Scoplongeral Section<br>Setions 21an oatsi November 25, 1974. (2)  |
| 16.25           | The tables droup beddinger, the. beng-York encentive bins, is  |
| 19.35           | The Salme Growe Poldings, Inc. Directors Shock<br>Incentive Fig. (1)   |
| 19.59           | Pope of Examples Terripotion Sensitive Agroomant. ()   |
| 10.23           | copleyment apresents, doted angust (0, 1936, barsess<br>The Jahre Grent, Inc. and Michael J. Derices, (1)  |
| 10.29           | Explorated Agraement, dated September 7, 1991, between<br>American Millines, inc. and Thomas R. Cok. (1)   |
| 16.80           | Nayltwoone Agrossont, dated May 7, 1998, between<br>Aberican Sirlines, inc. and Terrell 5, schee. (1)  |
| 3.0.%%          | Detter Agreement, deted July 10, 1996, between<br>Registrack and Tooses N. Cook, (2)   |
| 19.52           | Setter Agreement, dated Saly is, 1996, between<br>Segistroph and Verreil 3, Jones. (L.   |
| 10.33           | The Sabre Grown dolllings, Inc. Employee Stock Purchase<br>Class. (3)  |
| 10.24           | Option lectaces Apassaur, dated January 1, 1998 between degicerant and US Almero, Inc. of  |
| 1.6 . 46        | The Same Group Holdings, fac. Deferred thagemention<br>From (5)  |
| 1.0 . 36        | Personne Agreement, dated as of only 2, 2005, between<br>the Sabre Group, line and son 00822, lee, 193   |
| 19.37           | Services agreement, doted as of only 2, 1995, between the Dable Group, fac. and 120288897000 aggottoms, and.   |

59

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THEM IS. SECTIONS CONTRACTED BY CHRISIN SECTIONAL GARRES AND MACAGEMENT

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TION LA. PROTECT STATISTICS NEW ACT STATED YEARS ACTIONS

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|         | EXHLUCUS, PIDMANDAL STREETERS SCHOOLSES AND REPORTS ON MINN 6-8   |
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| Sel 121 | The financial obstaces to listed in the accompanying index to financial statements and the schedules are filed as pain of coloregoit. |
| (2)     | the schaffine flored in the scompanying innex to financial statements and colorides are filed on park of this report.                 |

.3) Exhibits regulard to be filled by lines out of Regulation S-K.

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| 4.2            | Rectaced Cortaficate of Lacompointing of Segicara  |
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| 4.4            | Specieum Cuitlibudes representing Close A Conson   |
| 19.2           | Registration Nighto Agreement between Registrant   |
| 10.2           | intercompony agreement, dated as of july 2, 1350.  |
|                | sighteens, the solar Group, has, 1992 Scholag, 998, 808, hes, 988, do., 85bre international, 88bre Associated Colonbus, 220A and hasrican wirll the [15] |
| 19.3           | Management Services names early (deced as of July 1<br>1996, between Who Sebro Strong, Australia American<br>Airlines, Nov. (1- (4)                      |
| 15.3           | Credit Apprenent, dated as of Stay 1, 1996, between  |
| 17.7           | Segistrant, The Sebus Group, Jan., ANN Comporation<br>Susmices Allianes, Au. (2)   |
| 10.5           | asso, ecc. 500 Submiduated debooture, dated duly 2   |
| 16.5           | 1886. executed by Regionranc and payable to ASE<br>composition. (1)  |
| 15.6           | Information Decisions Negrices Agreement, deted  |
| 14.6           | 1, 1994, ostweet Tae Entre Group, Lee, and Americ<br>Airlines, Law, 11, (4)  |
| 15.7           | Rose competition Agreement, dated July 1, 2008, am.  |
| 13.7           | acquistrant, The Sabre Octop, Inc., ASS Corporation<br>Augustan Arthures, Inc. (1)   |
| 10.8           | Necessian Josephintary Aurecorpt, dated as of Stly   |
| 10.0           | 1596, cetween the Sabre Group, Inc. and exericen   |
|                | Arrianes, Sec. (1) (4)   |
| 15.9           | tax Sharing Agreement, dated July 1, 1996, between Sohra Troup, Inc. and Acertical Firlings, Inc. it.  |
| 19.10          | Trans. Surviteges Agreement, deted as of only 1,   |
|                | between the Sauce Group, Inc. and american Millington, 'I' is  |
| 10.21          | Convolate Trans. Appearent, dated Only 25, 1996,   |
|                | Lutweer Toe Sabia Greer.   |

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| EMILECT A     |   |
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|               |   |
| 10.19         | Services Agreement, anted as of Coly 1, 1995, between<br>Yea Sahan Group, line and ANN SERVICES CORRELATION (7)                           |
| 19.39         | Information Theorotopy Servatus agreement, dated as of outy 1, 1964, between the Solva Group, fee, and Tolestopy Section 2, 19            |
| 10.40         | Progres Teene Agreemour, Jored September 20, 1998.<br>between the Sabra Group, Loc. and Condition, Lac. (2)                               |
| 15.41         | Chapmente Travel Agramment, dated Jane XA, 1996,<br>bathan the Dabre Group, Inc. and American Hislings,<br>199                            |
| 25.4          | Schoolinging of Pospistrant.  |
| 23.3          | Connent of Barry & Zoung Wile.  |
| 27.2          | rimonolal para schedule as of parameter ii, 1908.   |
| 27.2          | destatos Visianviell Buta Schoolie, ne of decombes 5%.<br>1997.   |
| 21.3          | Sectioned Financial Data Schedule As of December 31, 1996.  |
| +5.0          | Recomposated by teference to exhibits 1.1 foreign 10.38 to the Congany's Registration Scategeast on From S I (Registration So. 190-1909)  |
| (2)           | immorphised by releaseds to doublit Moseon to Audio report on From 1906 for the year said December 21, 1996. [File Do. 1. 1997].          |
| (4)           | Incorporated by reference to the life 4.1 to the Company's Registration Statement on North S-8 (Registration No. 982-18831)               |
| **1           | confidential tradecount was granted we do a postare of tale document.   |
| 15)           | Incorporated by reference to Exhibit 10.34 to the Coagony's square of Four Mork Cox the year moded becoming 37, 1897, 17418 26. 1-122773. |
| (6)           | uncomperated by reference to debible 4.1 to the Company's Registration doubewest on Func C 8 (Degistration do. 337 51891).                |
| (7)           | Confidential treetment has used requested as to a portion of this document.   |
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# THE SERVE CORPS TOWNSHOOT, LCC. INDEX TO PERSONAL STATEMENTS ARE SCANNINGS COVERND BY REPORT OF INCOMPRISED ACCORDINGS [1789 13 to 2]

PRESENCENT STATEMENTO

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| Report of undependent auditors  | 26   |
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CONSCINERED SCHEDULAS FOR THE YEARS REDRING DECEMBER 51, 1998, 1997 AND 1\*\*6

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THE SAMES GROUP COLUMNS, INC.

SYMPOLY II - VALUETING AND GRACHWING ACCOUNTS

FOR TAKER OF YOR CHEER TERMS IN YOR FAILED EDIED DETERMENT 12, 1955

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121 Includes write offe for uncollectible accounts and passants to associates.

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THIS AGREEMENT HAS CONFIDENTIAL POPTIONS OWITTED, WHICH POPTIONS HAVE BEEN FILED SPEARTELN WITH THE SECURITIES SOF EXCHANGE COMMISSION. OMITTED POPULIONS ARE EMPLOYING IN TALS SCREEMENT WITH "LEXT OWLTIED - COMPAUSHIAL TERRAPHENT REQUESTED."

SURVICES AGREEMENT

AMR COMES, INC

and

THE SARRE GROUP, INC.

Effective as of July 1, 1996

Surveyand to the regularisance of Section is or 15(a) of the securicles Brobbage Art of 1991, the sequetrane has only remost due report to be eighed on the Debalt by the underrogated, therecase only setupnized.

THE SAPPE OFFICE HOW ENDS: 190.

70/ Michael 7. Dorbon Michael J. Duries deceibent, Chief Assertine Offices and Director (Drincipal Executive Officer)

yo/ Julikay B. Zaobom Deffery M. Authors Senior From President, Ottof Varancial Officer and Incompany (Defrecipal Varancial and Accounting Officer)

Date: March 15, 1889

Furnished to the requirements of the Securities Account and 1924, this report has seen organically below by the following persons so bobils of the registrant and in the composities and to the date antal.

Silvantoesi.

for Donald C. Carry | for Dec 3. Kelly | consid 3. Carry | See 3. Mally (s/ General C. Arpey (s/ Glenn 2. Barochel, St. General J. Arpey 71ann N. Marcchel, St.

Tel Acmo S. McNoscou

Acmo C. McNoscou

Acmo C.

/s/ Richard In "Ecras

Per Paul C Siy. Sr. FAUT C. 817, 5r.

Date: Namel 19, 1939

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#### SERVICES AGREEMENT

THIS SERVICES AGRESSINE, effective as of duly 1, 1996 (the "Agreement') services ASP (DANS, THI. a Delaware corporation ("Oushower") and THE SASHS GROUP, INC. a Delaware corporation ("Cod").

#### WITNESSUCE

WHATURG, TOO is engaged in the business of providing contain management and information processing services, including, our not limited to, systems development services, posters integration services, management of telescondulations systems, cusputer operation services, facilities management services, the closers and software valuements services and related systems and services, and

whichess, Customer and 188 desire to enter into a services agreement pursuant so which TSG whall provide to Customer the aprices described in this Agreement, on the Secum and Audjact to the conditions set Conth bevein.

LOS, MORREPORE, in consideration of the foregoing and the covenants and agreements set forth horein, the Carties hereto tersoy agree as follows:

#### ARTICLE I DEFINITIONS

- 7.3 DEFINITIONS. All defines torns used in this Agreement sholl been the meanings set fruith in Schesbile 7.3. Schesbile 7.1 when sets fruith various interpreties machers for this Agreement.
- 1.2 SCHEDULES, when this Agreement refers to a Schedule, each Schedule is desend incorporated becain by reference for all purposes. All Schedules, as agreed to on or after the Effective Date, shall be deeme incorporated hereix upon the complete execution thereof.

# ARTICLE II

- 2.1 2009. Unless parties torwisated as provided haven, the term of this Agreement (the TDSMY) shall compense on the Effective Data and whall out the Explication Data.
- 2.2 EXTENSIONS OF THE TERM. The Term shall be automatically extended for successive fixty CMCPTRD COMMINISTRAL INCAPPRINT REQUISITED periods after the Expiration Date. Indices ofther forty gives written notice of the intent not to remove the Agreement at least one builded sweetly (120) days print so the date on which the Term or the Theoremic notice of a applicable sugines. New Althought have above, if Customer and TeS become diswiftliated, either party shall have the option, in the sole and account discretion of only line air (6) worths following the discritiliation to terminate this Agreement by giving six (6) months

3

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- (b) after receipt of a New Service proposal. Customer whall could be in witting whether Customer dealers to proceed at Customer's sale discretion with the work as specified therein or upon some meditized basis.
- (a) Upon Conference a scooplance of the terms of any New Service progress! Conference and TSG shall execute a supplement to this Agreement reflecting metually agreed terms and conditions (a "SERVICES STROM, ANNUALLY, atl at which shall so incorporated in this Agreement by retoronce. After execution of any Services Supplement, 78G shall proceed with the work agenified therein upon the terms and conditions out forth therein and in this Agreement.
- 4.2 HEN SERVICES, Customer will allow TSG the same rights and opcontactions to bid on any New Services [TIXI OFFITTO COMMISSENTIAL TEMPEMBER REQUISITED A Experiment of such New Services, 1f 180 monoses to bid on the New Services, Castomer shall sward such New Services to ISG if ISG's bid is as favorable, in Customer's measurable it distriction. To Castomer (in terms of cost, Temms, VanutiGrapHay and time to market) as the best bid Customer receives.
- and time to market as the best bid Customer receives.

  3.3 (NOTATION ASSISTANCE BY Text a period of no more than one bundered and receive) and a service than one bundered and receively (120) days before the Unpiretion Text or towednetion of any of the Services pursuant to Sections 1.1 or 30.4 feath period referred to as the "BEDIERTICH TRANSITION TRANSITION TRANSITION PERIOD", 780 will provide to Customer or its designee any and all empirations ensurance reasonably requested by Customer to facilitate the ordersy transfer of responsibility for the oppicable Services to Customer the Services, 1 in their sealarmane experience. If the sealarmane experience is designeed. If the sealarmane experience is self-time to those required TRK to will be received in Assistance in a welling and indicate any supplemental charges to Customer for such becomes in Services in their provide and indomental assistance in a stilling. TES will provide and incremental services and thatomer will pay TRK for such Services. Prior to providing any of the Society and the services retrieved becoming applicable Service weighted by Customer separation. Prior to providing any of the Society and services retrieved becoming applicable to the services retrieved becoming applicable to the performance of the separation services resistance. Prior to providing any of the Society in the services are serviced to the services that (i) such designee all sealars at all times the confidentially of any toll propriete services y deforation. Software or extending disclosed or provided to, or hearned by, such designee is connection thereafth, (ii) such designee and unrecented charges the services provided to, or hearned by, such designee is connection and the services of forces or section of the services of the services of the connection services to an extensive such forces. Software or extensive constitution Software or extensive such services.

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prior written notice to the other Party; provided, however, that prior to the expiration case TSM may not terminate (except for breach pursuant to Section 20.3) Services provided hexaboner to the attent such Services are required for Customer to continue support of American Airlines, American

# ARTICLE III

- 3.1 SERVICES. Subject to the terms and conditions of tois Agreement, YEO shall portions the Garwices described in Chichule 3.1 for Customer.
- 3.2 CHANGES TO SCOPE OF SERVICES. In the event that Chatcher wishes to request well/incutions in the Services, including well-lices, deletions and contrargements thereof, Character shall shaded such requests to 180 he withing. See all ordeason to within a sixty (see large (or such shorter time as is reasonably practicable) from receipt of Castomer's Written request you and with most receipt of castomer's Written request you and with such receipt of castomer of acts of the soft in a first the sale in typ of sain weapasts are provide Castomer of acts overfile and the soft in a first of the corty of any to Castomer of acts overfile and the soft in a first of the corty of any to Castomer of acts overfile and the soft in a castomer of acts are also seen and Chatcher shall be yet on the corty of the written requests and Chatcher shall be yet on the corty of the written agreement, and will continue to provide Services to Chatcher on the come basis as TSG did prior to Chatcher's request until out a written agreement is volusily executed.

#### 3.3 MANAGEMENT OF TSG RESCRECES.

TSG shall have the right to manage all TSG resources used in providing the Services.

# ARTICUS IV AUTHORIZATION OF NEW SEPTICES; RELATED DOCUMENTS

- 4.1 PROCEDURES. Any and all New Services, shall be authorized and directed as set torth below:
- (a) Outcomer may deliver to INO one or more New Service Requests. After receipt of a New Service Request. TSG shall prepare and deliver to Customer a crossend in response thereto as promotly as resonantly prescribed. If TSG plans to charge distomer for preparation of any such proposal, it will so inform contensor in writing together with at settingte of the crosses for preparation of the proposal. TSG uses in writing, ISG sould then prospelly commance preparation of the preparation and the proposal together and out in regimes to a New Service Proposal for Contoner's review; provided that ISG will not charge Contoner for any Geo or expense related to the preparation of such proposals, except upon the written concent of Contoner.

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The charges set furth in this agreement are based on the assumption that Services will continue to be provided by 138 to Charonax at Customer's operations and service lengthous in existence as of only 1, 1398 as identified in Schedule 5.1 (the SIGNIVE LOCATIONS!). Nothing in this Agreement shall prevent Customer from charging, commolidating, eliminating or adding after July 1, 1398 any Service Location, stocked Customer will endeavor to provided TSS with at least one fundated and twenty (130) days prior written works before any such charge, conscillation, alimination or ordainion. If any such charge, conscillation, climination or ordainion. If any such charge, conscillation, (Immination or ordainion. If only such charges the charge of the Services, then there will be no adjustment in the charges between the ordain hand, any such change, consolidation, elimination or addition causes more than a destinate increase in costs to TSS in the nonclinating performance of the Services, the other hand only the continue of the Services, the services, the services, the costs of TSS in the nonclination performance of the Services, the services, the services, the services of the Services, the services, the services, the services of the Services, the services, the services, the services and expenses of making such change consolidation, elimination or addition upon Customer's written aggreed to such services.

#### AFFICER VI PROUBOY SYATE

- 6.1 THE SUBCONTRACTORS. THE TWO May utilize embedding actions the terms of the Term, subject to THE commining primarily liable for the performance of the Services and such subcontractors agreeing is writing to establish
- 6.2 NAMAGERIAL CONTROL. TSG shall have complete memagerial control over its employees. TSG shall have sole responsibility for selection, sugervision, daily direction and control of the work of, and may dississ, replace or towards at any time, any member of the project staff howeverse.
- 6.3 INFORMATION SERVICES CONTRACT MANAGER. Distance shall appoint a contract coordinator to implement this Agreement (the "INFORMATION SERVICES CONTRACT MANAGER or "ISOM"). The ISOM's responsibilities shall be to (a) serve as primary point of content for 180, (b) be responsible for the implementation, management and enforcement of the agreement on behalf of Customer, and (c) supervise portormance of Octomer's objections under the Agreement. Counters will notify TSO in writing of its appointment of an ISOM and his/New successors.

#### ARTICGS VIII COSTOMER OSLIGATIONS

7.1 SERVICES AND DEPEN OBLIGATIONS. During the Term, Continuer will provide TSG with all necessary and reasonable resources, information, direction and other resistance, as may be requested by TSG from these to time, to convention with the Services. ISG's compactionsance of ice obligations however will be excused to tree extent named by Customer's failure to thinely provide such necessary and reasonable resource. Softwartine, direction and other resistance.

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- 7.2 CUSTOMER SAULLITIES AND RELATED SERVICES. During the Telm, for Services portoried by PNS con-size of Customer's tentilities, Clustomer sneal; provide to TSS, or in cost to TSS, such access to said use of acceptare space and tacilities required for performance of the Services (collectively, the "CISTOMER FACILITIES SPERM") for an impa s and to the actest that the Customer Services to Customer will also provide, at Customer's expense. Ell utilities, required internal cabbing and electrical parallelitons for 180 at the Dutomer Facilities Space is reasonably required, at Customer's expense. Ell utilities, required internal cabbing and electrical impallations for 180 at the Dutomer Facilities phase and ay dervine election in which the Services will be performed. Customer will provide TSS with legal and physical access will be performed. Customer will provide TSS with legal and physical access which the performance of performing the Services. Customer represents to TSS that all facilities provided by Quacomer under this Agreement are and shell runsin free of teach, and subduy luracus. At all those when TSS came space shall comply with the destroyry and resecuable politics gravanting access to shall comply with the customery and resecuable politics gravanting access to shall such guidels scall tool described to the facilities in effect from time for time, provided, bowers, what such guilties scall tool described with respect to TSS or the employees, equate or contractors.
- 7.3 CUSCOMER PREALE OF MASS-THROUGH OF SERVICES. Neither Customer nor its Effiliates may roscoll or otherwise provide any of the Samvices provided bereunder by TSS to any Perezn other than a Subsidiary of Customer, without the prior virtual consont of TEC.
- 7.4 IMBURANCE During the Teve, Chetomer shall procure and materials with incurrent of recognised filtracted responsionity, Comprehensive Constant bubbilly and Aviation Statements oversone. Centualing contactual Liability coverage persaming to the indexnification obligations of Customer under Article FVII of this Squeezemen, with thinks of one less than ITEMET UNITS. CONFIDENTIAL VARSIMENT EXCLUDING, conditions thigh limits per recurrence. If the common and UNA avec not Activities, Confidence which contacts the special contact of the coverage with the following special provisions:
  - The insurer(s) shall accept and insure Customer's indemnification and hold herelose requirements pursuant to Article XVII of this Agreement.
  - Each of the 993 indemnified Earlies stall by included as an additional instruct, to the extent of the Chatomer's indecolfication and hold harmless obligations hereunder.
  - The insurer(s) shall woive any rights of sucrogation they may or newed have against any of the TMG indexcified Parties, to the extent of the Customer's indexcification and hold paralless obligations betweenth
  - Such policy(lex) shall be pricary without right of contribution from any incurrence corried by 180, to the extent of Customer's indexmitiation and hold betwiese obligations hereunder.
  - Such insurance (i) shall not be invalidated with respect to any of the TSG Indexnifiled Parties by any action or insuction of Customer, and (ii) shall insure each of the TSG Indexnified Parties regardless of any breach or violation of such goliny by Customer.

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upon TSG's request. The Customer Owned Software will be available to TSG in a tom and on media mompatible with the equipment TSG is than appropriate Ownedware behalf, hogethese with appropriate documentations and other moterials and will be provided in a timely sammer when required by TSG in the performance of the Somites.

# ARTICLE E PROS AND CHARGES

- 16.1 FRED AND CHARGES. For each worth during the lave, Customar shall pay TOS che Fees chown in Schedule 16.1, so may be adjusted as provided in Section 16.2. Skeept as otherwise agreed by the Parties in writing, Customer shall only be required to pay for Services described in Schedule 3.1 and provided by 75G paradaut to the Pees Schedule shows to Schedule 10.1.
- ADDISYMENT TO CHARGES. [7427] CHITCHY CONSTRUCTED GREATHERS
- 10.3 NEW SERVICES PESS. Unless otherwise agreed in smitting by Chatchest and 180, is consideration of 180 ts provision of New Services, for each worth during the Torm, Owstoner shall pay to 1906 the appropriate does never using the uniform contractor takes shown in Schodule 10.2, as the ease day be adjusted pursuant to Section 10.2.
- 21.4 OTHER AMOUNTS PAYADERS. In addition to the Pees set forch obown, 1930 may also charge Oustoner for other anounts expressly payable to TRN under the appression. In addition, Oustoner shell noted in responsibility for Case Through Fees as otherwise specified in this agreement.
- 10.5 OUT OF POCKET SUPERSES. For any Service which is provided by ISG personnel away from their principal location of Duckhess at Customer's request, Cistomer will pay or returners TWO for actual travel and incidental expenses incurred by TSG parameted in contention win the performance of the Services Executer; Executed: provided that such expenses are incurred in a manner commistent with TSO's our standard Stavel expense policies applicable to its our explicits. own employese

# ADTICUS XI PAYMENT SCHOOLOR

11.1 INVOICING. TSS will embed than invoice to Customer for all Services provided becoming on a monthly basis, containing a survey and detail of the relevant information to substantiate the Fees and theorem. Invoices shall be sent to Distomer at 4254 Aren Carter 4044, NO A254, Ft. North, Toxas 75855, Attn.: Schoolsts Vayania, or to such other widdress as

Such insurance policy(ies) way hot be canceled or caterially changed without at least thirty (30) days prior written notice to

# ARTICLE VIII CUSTOMER RETAINED RESOURCES

- S.1 ORGOING CHEMOMEN NESCONCES. During the Term Chemomer will provide to 180, at we cost to 180, access to and use of all of the Equipment necessary for performance the Services. Chetomer should be reappositely to all one update the terms of all of the Equipment necessary for performance the Services. Chetomer should be reappositely to all one update the terms of the services and terms of the Equipment, instituting, without inside the trecurements whitementer and taxes. TSO will free the observations for the Equipment of the Services, and (ii) applicaments of the Equipment to the modificament of the Services at its existing devels. If Customor determines that toplecements of the Springer tay not received to TSG, ISG shall the acquisition thereof to a degree undeceptable to TSG, ISG shall thereof the re-level of the Services difficulties under this Egramment for the Aguipment and the Services of the Services of the Services of the Services and the Services.
- 8.2 PAYMENT RESONRIBILITY FOR CUSTOMER RETAINED MATTERS.
  Chotomor shall be responsible for all accounts due to third further with respect to the Exployers and other resources described in Booties with respect to the Exployers and other resources described in Booties and the Contoner Third-Party Agreements and for any related charges (including into food, intercent, taxon and legal expenses) provided that TSS shall be responsely for any such for any such that yes (including that the course, and legal expenses) payable primarily due to TSO's los-performance or mis-performance cumbers are may be exceeded pursuant to Article XIX with respect to such Explipment and Chotomer Third-Party Agreement. USB shall not be responsible for any act, emission, delay or describ by vanious or order third parties in the course of performance of any Chatomer Third-Davty Agreement.

# ARTICLE IZ SOFTWARE NEEDED FOR SERVICES

- S.1 COSTOMED GITCHNESS SOFTWARM. Customer hereby represents and moreover it will obtain only discusses, consents, approvals or authorizations from Perios receasery for TAS to legally and physically access or disce any Costomer Bloamed Softwarm method to repair the Bervices, and will covoide written evidence of such connects to TAS upon TAST's request. Customer thall pay all costs and expenses associated with the Customer thall pay all costs and expenses associated with the Customer thall pay all costs and expenses associated with the Customer increased of the Customer thall pay all costs and expenses associated with the Customer increased of the Customer thall pay all costs and expenses associated with the Customer Customer than the Custome
- 9.1 CUNTOMER OWNERS COMMENT. Distance will provide YMS with object once and source code for the Customer Owned Saturers, if any, necessary for IMS to perform the Develope, hogsther with any contents, approvals, or authorizations from third perties necessary for IMS to legal and physically access and use the Customer Owned Saturare, in both object code and course code from. for purpose of providing the Sarvices, and will provide aftitude of ideas of code the course of the Customer Code.

edvise in writing from time to time. All Feez, expenses and other amounts payable or creditable by distant Porty to the other under this agreement should be paid or credited, respectively, in Crited States Dilays.

- 11.2 TIMS OF REVENUE, All most due TRO under tills agreement will be due and gayable within thirty (30) days after receipt by Customer of an involve from TRO.
- 11.3 DISPOYED INVOICES. If Customer in good faith reaccountly disputes ar invoice for sums owed hereunder, the following shall apply:
- (a) If the disputed invoice is greater than or equal to the orior nonth's invoice. Costoner shall gay 790 all undisputed amounts, but in no event less than almost percent (90%) of the print wonth's payment.
- ib) If the disputed invoice is less non-the prior month's payment, Customer shall pay iSG all indisputed anomats, but in no event less than tilrary percent (988) of the disputed broader, berators, in such such and irrespective of the smooth is dispute. Outcomer way not an respect to the disputed invoice withhold payment of any casent in excess of two percent (10%).
- (c) In an event shell a Party's adherence to the provisions of this Section 1.3 be construed to constituting a salvae by either Party of any dishot against the other Party.
- (d) All disputed amounts shall be resouved in accordance with the Dispute Resolution process set forth in Artista RVIIX becaut.
- ii.4 Lats Charges. Following the period when TSG and Customer are no longer Affiliates, any wan due TSG bereunder that is not paid when due shall bear interest from the date due firstly prid as a rate of interest equal to take percentage pointed (%) or nomum above the price rate encoursed from time to time by the principal New York office of Ciriback, N.A. But it no event to worsed the explanar rate of interest allowed by applicable law. Stutificate middling the above, interest whall not accuse on any past due som during the period such our mas been rescenably disputed by Customer.

# ARTICLE XII

10.1 ALLOCATION OF RESPONSIBILITY FOR CERTAEN TAXES. Customer shall be respectible for (and shall indemnify TSG for) national, federal, state and lorespectible for (and shall indemnify TSG for) national, federal, state and lorespective and importation and menton during taxes registrated interests imposed on TSG stains from tens Agreement, excluding penalty are interest; imposed on TSG stains from tens Agreement, excluding penalty are interest; and appears imposed based on TSG stains, from tens and additional tax imposed on TSG so a seculi of any reinconcencents under this provisions. All payments hearened and the Customer's training the said first of and without decidention for any present or future taxes, lavise, imposts, deductions, elevange or withholding, and all livelifican with raspect thereto. If Customer shell be required by law to flockut only such amounts

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from or in respect of any sum payable hersonder, the sum payable shall be increased as may be necessary so that after making all required deductions TRS necessar sount equal to the sum it would have reneived ban to such deductions been rade.

- 13.2 PROPERTY TAXES. Each of TSG and Customer is responsible to the reporting and payment of any Ad valorex taxes due on property owned by or loseed by it from a third party.
- 10.2 PAN CHAIRC. If POST receives notice from any taxing authority with respect to an assessment or potential assessment or imposition of any tax or other amount that the Chatomer would be responsible for paying currenant to Section 12.1 above, TSS shall promptly notify the Customer in which of such acting, and health surject to Customer's examinable discretion, contest or peemit not discretion to contest or composates such proposed tax at Customer's expense. Subject to the reasonable discretion of the Customer's expense, subject to the reasonable discretion of the Customer's expense, subject to Section 10.1 actions by the customer's expense and the customer's expense of the customer's expense.
- 13.6 CODERATION. Each Coxty shall cooperate as the other Perty may reasonably request in minimising bases incurred by the other Perty in commetter, with this Approximate provided, however, that a cooperating Perty shall not be required to take any step that would be materially disadvantageous to its business or operations or would require it to incur materials additions, most unbase the requestions or would require it to incur materials additions, most unbase the requestions for would require it to incur materials. For the increasement out-of-peace costs, in the case of either Perty, work poperations shall include, without fishestion, safingaining records as reasonably necessary for tax purposes, making such records available to the other Perty (or permitting the other Perty or copy, at its expense, such records; and making information in its possession and employees with technical expertice available as reasonably necessary in compaction with the propagation of any tax returns or any such or tax contest or refund claim.

# ARTICLE XIII PROPRIEIARY RIGHYS ARD GICENSES

- end interest in and to any and all TSS Softwars and doubsentation, softwars developes; tools, however, tools, the continuous settlements and softwars and softwars developes; tools, promotion, softwars developes; tools, promotion, softwars that the continuous settlements are trade secrets or proprietary intornation of PSS or its Affiliates (other than Customer) or otherwise owned or limensed by PSS or its Affiliates (other than Customer).
- 13.5 CHRYCHER DATA. Information relating to Clabomer contained in Customer's data files (\*CONTOMER DATA) is the exclusive property of Customer's data files (\*CONTOMER DATA") is the exclusive property of Customer. TSG is authorized to have legal and physical access to and make use of Customer Data for the sols purpose of performing the dervices. Upon empiration or termination of this Agreement, the Customer Data should, at Customer's written

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such Party of is (a) already known by the recipient Party without so colligation of coefidentiality) (b) punistly known or becomes subskey known through to insultherized act of the recipient Party; (b) rightfully received from a thrist party without so edited monitorized act of the recipient Party; (c) rightfully received from a tening party without use of the other Party (c) confidential information; (e) approved by the other Party for disclosure; or (f) required to be disclosed pursuant to a regularment of a governmental agency or law, if the disclosure pursuant to a regularment of a governmental agency or law, if the disclosure, Norwithstanding the foregoing, Outstoner shall be enhalted to disclosure to how the true of this Agreement to any potential purchaser of all or substantially all of the stock or assets of Christoner; provided, that any such potential purchaser indestrates to treat the Confidential Information as confidential with use and disclosure restrictions at least as script as those in the Section 14.1.

serict as those in this Section 14.1.

(d.2. GRMSAN KRONANINE, Ellitor Patty may enhance its generalized knowledge and experience during the Term and may already possess or hereafter notath corregots, data, discoveries, ideas, informacion, humanicon, humanicon, humanicon, humanicon, methodicojosa, processes, products, skills, tachinques analyze other work graduct, whother on not parentchio, that are generally skyller to confidential Intervation is may receive under this Agreement. This Agreement shall not be interpreted as limiting either Parry's Florita to devoice, discious, display, earher, obtain, own, publish, provide, ralease, sell), tremafer and/or use, in any names whetever, any such generalized Renowledge and experience and/or any such concepts, provided, however, that the Farries which is all events comply with Section 24.3. Further, each tarty shell be free to use the ideas, concepts or know-how it develops in nonnection with the Sections that are in nontangulate four and may be relatined by the Parry's respective employees. Either Parry may acquire, license, market, distribute, develop for itself or others, or have others develop for its, sindlar technology genoments by the agreement.

WARRANTES

15.1 MUTUAL WARRANTES. Each Party regressants and warrants to the other fact: (1) it is a conjectorion duly organised and validly extenting one in good according under the laws of its jurisdiction of formation and/or plane of principal nucleons; (1) the performance of its obligations terraunder has been duly authorized by all mescencery corporate action; (11) this hypersmant is a tegal, valid and blinding obligation enforcesshed agains, it is accordance with its evens subject, as to enforcement, to bankropicy, insolvancy, reorganization, trapidation and other laws and equilable principles relating to enforcesshed of exections; tights generally as they may be agained in the event of the homorrapity, insolvancy, accadenium, evenquerisation on 'Unidabities of, or les apprincent of a varieties with respect to the property of, or a similar event applicable to, such Early; (ii) activate the secundion and delivery of this Agivenet now the becomes of any of ine obligations becomed, nor the consumention of any of the transactions contemplated heraby, will violate any agreement to which is is a livery or any gravition of the Occasionation of any of the consumention, Private on a supplicabile law, required heraby, will violate engagement to which is is a livery or any gravition of the Occasionation of Componention, Articles of Incorporation, Private of the property of the experience, are any applicable law, required on the technique of Chings with, any government and actuarity which are required as a condition to the walld exemption, delivery and performance of the Agreement on its part.

request and discretion, either be erseed from the data files maintained by 180 or, within tourty (3) days from Coroner's without request and expense, returned to Custower in 189's from existing aschine-readule formal and media.

- 180 or, within forty (30) days from Currower's written request and expess, returned to Customer in 180% them existing aschine-teadable format and media.

  12.3 LICENSE TO THE CUPTWARF. During the Term, TSG grants to use the TSG Software in object code from only, strictly in accordance with the terms of this Agreement. The rights hereby granted are limited to Customer as use of the 180 Software in the extension and recommended in the terms of this Agreement. The rights hereby granted are limited to Customer use of the 180 Software to the extens nonopasty to accome and until doe the flevinces in commention with Customer a known or attention to the 190 Software, or (11) reverse engineer, discussed to compile, neverse compile or decompile of the TSG Software. If any Third Party Software incarporated in TSG Software is licensed to Customer or a source-shade masks or (a crossvare provided between the Agreement and the Customer of a such third comment or a source-shade masks such wind Party Software available to Customer. Therefore will be the the Customer and the Customer as about a proper described to the Customer and the Customer as a soon as practicable but in no event less that which require the payment of event such thirty (30) days in advance of such Change in Custom. The Customer as a soon as practicable but in no event less that which require the payment of exception and the first that source of a sufficiency which the customer as a constant of any total payling out of the Mornage in Customer. The Customer as a soon as practicable but in no event less that withing the customer as the customer with also soon as practicable to the none of the Services which require the payment of exceptions and the customer of t
- 33.4 SIPLICENSA. Obstomer stall bet transfer or sublicense the PSG Software on any component homeof to any borsen, whether by operation of law or otherwise, without the prior written consent of PSG.

#### ARTICLE KIV COMPTURNITIANTIN

COMPLEMENTALLY

14.1 COMPLEMENTAL THROMATION. As of the Ntfective Date, and except as otherwise provided in this Agreement, 780 and Customer each eyes that dif information communicated to i by the other. including, whicher limitation, the learn of this Agreement, which the redipleme party knows of law reason to know & e other confidence of the confidence of the confidence, will be used only for purposes of this Agreement, and will not be distributed by the recipient Party. The agents, substantianations of supplementations of the first production of the other party. The agents agree to the the such made to the other Party. The and Customer each agree to the the such made the case to product the one confidential Anformation, but is any avent not less than research except to prevent the dischause of the Confidential Information to outside parties. However, neither TSO nor Outstoner shall be prevented from disclosing information which belongs to

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15.2 NO OTHER REPRESENTATIONS ON MERCANTIES. THE WARRANTIES SPECIOSED JENGUR ARE THE ONLY WERRENTIES AND BY ISBN NOTE BROWNEY TO 158 SERVICES. RECENT AS OTHERWISE SUBMITHED ROPERS, THE SERVICES ARE NOTICED AS THE AREA OF WITH ALL PAULTS. THERE ARE NO OTHER MERCANTIES, ADMINISTRANCE OF MEMORIES, ASSENDED AS A STANDARD AND ADMINISTRANCE OF THE SERVICES AND MINISTRANCE OF RECENTAINED THE SERVICES AND IMPLIED WARRANTIES OF RECENTAINED TO COURSE OF PERFORMANCE, COURSE OF EARLING, OR DATE AND RECENTAINED ASSENDED OF THE SERVICES OF DEALING, OR USAGE OF TABLE. IN REPRESENTATION OF THE SERVICES OF THE SERVICES AND ADMINISTRANCE OF THE SERVICES AND ADMINISTRANCE OF THE SERVICES AND ADMINISTRANCE OF THE SERVICES, WHETHER MEMORIAL COMMENTARIES OF DETAILS, OR DETAIL OF THE SERVICES, WHETHER MEMORIAL THE OR OF THE SERVICES, WHETHER MEMORIAL TO ANY LIABILITY OF TSG.

# AMPRICAS AVI

- 16.1 INTENDED ALLOCATION OF RIBER. The structure of tisce develope the Parties, and the limitations on the Parties' liabilities and recedies, set forth in this Article XVV and alsowhere in this Agreement are specifically intended by the Parties, as part of their bargetin (i.e., pert of the consideration for their other respective benefits and obligations) in this Agreement. The Parties acknowledge that they have negotiated, with the advice of legal counsel, such allocation and limitations.
- ACCO MO LIMBILITY FOR ORDIGARY HIGGIGENEE. YO NO EVENT WILL TOO DI LUASIA TO CURICURE FOR ANY GENERAL DEMARCS AFFILMS OUT OF DR IN COMMECTION MID THIS ASSESSMENT OF OUR EMPLOYMENCE OF MON-CHREGORAGICS OF MIN CONVICES, UNLESS SUCH LOSS, LIMBILITY, DAMAGE OF EXPENSE SHALL AS DUE TO THE GROSS REGULESSINGE OR WILLFUL MISCUMDUCT OF ING.
- THE ROLL OF CONSEQUENCES, CRAMMERS, IN SO EVENT STREET, THE SE CLASER MOST CONSEQUENCES, SHOWNERS, IN SO EVENT ON AS THE CONSECUTION WITH THE DEPOSIT OF THE PROPERTIES OF THE PROSIBILITY OF SUCH DAMAGES, PURTHER, IN MOST SHALL SITTED PARTY SELECTION OF SUCH DAMAGES, THE THE CHARM PROPERTIES OF SERVICES OF THE PROSIBILITY OF SUCH DAMAGES, THE THE CHARM PROPERTIES OF EXPANDIANY CAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT.
- 10.0 DENIVATION OF CRACECTTY FOR ORDER EMBLICATION. 1007S CHALLOTT ARGENIC GROUP OF RELATION IN NOT MANNER TO THIS AGRESSIATE FOR GRASSAL DAMAGES RESULTING FROM THE S REPORTS SECTIONS OF SILLARD IN INSCORDING IN THE PERFORMANCE OF THE SERVICES HERSUNDER SHALL BE LIMITED AS FOLLOWS: [TEXT CMITTED . COMPIDENTIAL TREATMENT RECUESTED).

(TEXT GMITTED - CONFIDENTIAL TREATMENT REQUESTED)

- 16.5 Time FOR Claims. A Party may secent or make a claim against the ofter Marty for any broads of this Agreement, or for that other lastly is liability under this Agreement, findleding an Indemnification Claim, ordy within two years after the breach or other event constituting the basis for what claim occurred over if not discovered until after that two-year period. Movertheless, the two-year liable on the time for asserting or making any claim chell not apply to a claim (including an Indexnification Claim) based on a Third Natty Claim.
- available under this Agreement is not an adequate sevely for any breach of this Agreement is not an adequate sevely for any breach of this Agreement, or upon any breach or ispending orwans of Secultice 1.3, 1.3.4, 18.4, or 28.48, the non-preaching texty shall be scriticed to injunctive relate as a remark for that breach or injenting breach or the order party, in addition to any other sensities granted to the non-breaching early in this Agreement. That injentive releasement has supported any arbitration in accordance with the breach Resolution Procedure.
- 16.3 EXCURSIVE REMODERS. The remedies described in this Agraement are the seclusive rights and resortion of a barty regarding my broach of this Agraement or any outlet that may be the subject of a claim for liability under or relating to this Agraement.
- 26.5 MOMORPHIANTUM REMEDIEM. If a particular remedy for a meant of, or the occurrence of any other event described in, this Agreement is specified in this Agreement, that remay shall be the exclusive remedy count acts a breach or event. Nevertheless, if wore than one remedy for such a breach or event is specified in this Agreement, the Party entitled to a creach or event is specified in this Agreement, the Party entitled to a creacy select or choose between the swallable insecles, and cay not cumulate or exercise multiple remedies, upon such a breach or event. Nothing in this Arrivel XVV shall affect any liability of a Party for Not Commages or Indomnificials tocase under Arrivel XVVI.
- 26.9 WAIVER OF RENEDIES. No forbearance, delay, or indusquence by a Warvy in criceroing this daysuccost, within the applicable time limits waved in this Apprecent, adult projudice the rights or recording of that texty, do selver of a Certy a rights or remains regarding a particular oreact of, or occurrence of any other event described in, this Apprecent constitutes a waiven of those rights or transition, or any other rights or remailer, or any other event described in, this Agreement.

#### DARROLL SALL SOLUMNIA SELLAR

in Section 15.4. Section 17.1 GENERAL INDEMNIFICATION. Subject to the limitation section in Section 15.4. such Darry stabl indemnify, defend and hold hardless the other Carry herets, their respective officers, amployees and directors (the "INDEMNIFIND SHOPT") from and against any and all fort lamages which stress out of the begligenes, grows regulgenes or willful kianonduct of the indemnifying garty

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- of business, incurred by Customer, or any third party as a result of or in connection with any alrilus incident. The Parties issend that the Y86 Indevnities Parties be indexified notwithstanding any liability that T60 might otherwise have under Section 17.1 relating to any Airline Locident.
- 17.5 CUSTOMER CONSISTS AND SUBLICENSES. Costower shall indemnify, defend and hold harnhess the TSO Indemnified Parties from and against all Indemnifiable losses resulting from, artisting out of, or relating for Costower's failure to obtain any concents required under Soctions 9.1 and 9.2.
- 17.5 DEFENSE OF CLAIMS; SETTLEMENT. In the event a claim is made or suit is brought which is covered by the indeemities in this Article ZVII, the indeciding Party shott live the indeemitying Party shotts thereof promptly effort becoming aware of such claim provided that the faintee to provide such notice will not residon the indeemitying Party of any chilgorian caless and only to the extent that such reliable schooling beginning the and if the latest provided such as the special content of the content that the provided response the second such as the expension of the content such claim. The Indeemitying Party shell, as its expense, therefore resource all responsibility for any claim covered by the tenegring indemnity and the Indeemitfied Party shell provide responsible assistance and compensation during the dataset or southwent of the claim.

#### ARTICLE XVIII DISPUTE RESOLUTION

- 18:1 REPERBAN DISPUTE PROCESS. The Parties shall attempt to measure any dispute, confronces on clock admin out of, relating to, or incommention with, this Agreement, or the interpretation, breach, terwinetion or validity thereof (collectively, a "DISPUTE"), as lollows:
- (a) Spon atter dowly determining a Dispute exists, such Darty shall notify the orient Party in writing with a datalled account of the odepute (the "DESPITE NOTICE"). Such Dispute shall be fully discussed by the ISEM and Account Nameyer in an attempt to achieve a resolution of such Dispute as promptly as possible so as not to graphalize shifter Party. If the ISEM and Account Nameyer are unable so to rosolve such Dispute by rotation government within twenty (30) business copy tollowing the date of the Dispute Notice, such Dispute hold as submitted to the Custowers ISEM and Account ISEM and ISEM and ISEM ACCOUNTS THE A
- (b) So long as 187 are Customer rawain Affiliates, in the event next such Dispute that; out he so resolved by the Patrice' managements within test; 180 days from hes darke of the Highgus Morino, the Dispute shall be substituted in the NMT Teamsfrie in the successor). The SMT Executive Committee (or its successor) shall next and fally discuss such Dispute in an attempt to arbituse a execution of such Dispute so promptly as possible on so so to to projudice older party. It such Dispute is not see resolved by the AMM Executive Committee (or its autometer) sithing one hundred (ADD) days from the date of the Dispute shall be true to substit the Dispute to binding arbitrarion as set South in Section 10.1(c) before

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- ("INCENNITYING PARTY"), ics agents, employees or contractors in connection with the indemnitying Party's partoxmatch of this agreement.
- 19.2 INCOLLECTION PROPORTY INCOMPRICATION BY TSG. 18G small indepently, defend, and hold benefits Controver from and against any and all Indexnifishing Losses sticing not of, or relating to any right by a third party that any TSG Sciences provided under this Agreement infringes a currently existing United States copyright, misappropriates a trade secret, or while Universes a bundled Scance patent. TSG shall not indexnify Chatnest, however, if the claim of infringement or misappropriation is couled by:
  - (e) Costomer's misuse or addification of the TSG Software,
  - (b) Customer's failure to use corrections or enhancements made available by 180.
  - (c) Customen's use of word them in continuation with any product or information not conted, developed or provided by TSU, except as authorized in writing by TSU, ox
  - (d) Any information, direction, opecitication, materials or softwore provided by Customez or any third party.

If any suck TOG Coftware is, or in TOG's opinion is likely to be, held to constitute as intringing product, TSC shall, of its expense and option, either:

- (w) Produce the right for Costower to continue using such TSG Software.
- (x) Replace such TSG Software with a non-infringing equivalent software, or
- (y) Modify such TSG Software to make it non-laftinging.

The rights and remedies stated in this Section 17.3 constitute the sole and exclusive remedies of Oustanes, and 750 s excits liability, with respect to any Chird David Solving Language or Management or Managements.

- 17.2 COSTONER INDEMNIFICATION. Customer shall indemnify, defend, and hold harmless the TSG Indemnified Parties from and against Indemnifiable fosses resulting from slighing out of, or relating to Customer's rendering or providing of any securioses to a third gatty in which Customer uses 196's Services on TSG Software to provide such Sorvices.
- 17.4 ATRIBUS INCIDENT INCOMENTATIONS OBSERVED that the Indexnifying Party; shall indexnify, defend and hold harmless the TSO Indexnifying Party; shall indexnify, defend and hold harmless the TSO Indexnified Parties from and against any and all Indexnifiable Loceaes resulting from, arising out of to relating to any Airline Incident, for the manifests of doubt, Customorie indemnification obligations in connection with this Oction IX sates at no. Additing the no. Additing whatsoever in connection with, any incidental, indirect, special, exceptary or connection with damages, including loss of use, loss of date, loss of profits of loss.

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- (c) If ISS and Customer are no longer affiliates, in the owner fact such Dispute shall not be no resolved by the particles' consequence (and the AMN Executive Committee it the Certical are affiliates) within the periods set fronts show, the Dispute affail be siminified to binding arbitration pursuant to the American Arbitration Association ("AAA") conserved arbitration pursuant to the American Arbitration association ("AAA") conserved arbitration pursuant to the American Arbitration association ("AAA") conserved arbitration rules as in effect at the time of the submission of the Dispute to AAA. The arbitration elad take place in Fort Mooth, Texas or such other places as the Partias are grown that exhitrations that be producted by observed, and the which about the appointed by the sublications of the new of the State of Texas and Customer. TSO and Customer, and the Ambitration State. The Arbitration Dense's descriptionally appropriate by the Appropriate of the texas of the State of Texas and the state of the Ambitration of the texas of the State of Texas and the state of the Appropriate in the record of such arbitration to support such determination of the tax of the Appropriate of the Ambitration to support such determination. It being the intention of such arbitration to support such determination. It being the intention of the Davids of the texas of the State of Texas are such as a such as a supplier of the Appropriate of the Appro
- 98.5 CONTINUITY OF SERVICES. Both Terties agree to continue perfuncing their respective obligations under this Agreement while the dispute is being received unless and until this Agreement expires or is ventilated in accordance hereafth.
- 18.2 REPRESES. Rach of Customer and 180 shall poy its conout-of-produc expenses in remeasition while the conduct of the dispute resolution process set Forth above. The costs and expenses of any expitiration, other than out-of-problem expenses in connection therewith, shall be payable in accordance with the decision of the Arbitration Panel.

# APPRICES XIX

Except for the obligations to make payments becoming, each Parcy chull be relieved of the obligations berounder to the extent that performance is delayed or prevented by any naume negreed its reasonable montred, becoming without likestandor, delays in or the wisebalding of decisions required by the other Parcy, onto of God, public eneckes, wer, dvil disorder, communications failures, fire, flood, expiceion, labor disputes or strikes or any acts or orders of any governmental authority, failures or Electropics in electrical power, heat, light, air conditioning or telegographene.

# ARTICLE XX

- 26.1 TERMINATION FOR SPEACH. In the event of periain breacher of this Agraement, 786 or Cuscomor may reprint this Agraement accordance with this Section 20.1, provided that Customer given 180 nation of the intent to texticate within along [26] days after the date such proach occurred.
- (a) Upon 753's Egregious Sreach of this Agreement, Ocsober may beralise this Agreement, provided that Customer gives 756 seves (7) days' written notice of the intent to

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convininte and TSO falls to ours the breach within such seven (7) days; and provided, further, that such ours period with be extended an additional seven (7) days if 780 delivers to Dubtomer a written plan to crace the breach. In both firstances, wrises ISO mixes the Egoegious Breach, the termination shell be effective as of the first day following the end of the name period or exceeded cure period on change may be.

- (b) Open Distrover's material present of the obligations under this Agreement, 180 may terminate role Agreement on can (10) days prior written notice to Customer of the intent to terminate and Chetomer fails to ourse the breach within such ten (10) days.
- (c) If either Percy (i) is adjudiceted benkrupt or insolvent by a court of consistent jurisdiction, (ii) substantiabley occases to do business as currently conducted, (iii) takes are paylite dense generally as they become due, or thy takes areps to decame bunkruptny, wind up, dissolve or liquidate time each case, other than for the purposes of an assaignmentally become bound by or assames the deligations under this spreamant), or a recolver, trusted or similar influence is appointed over (or a lieu bolder takes possession of) all or a substantial part of such Party a property or spects, or suyabing similar to any of the foregoing occurs in relation to each Party under the laws of any jurisalicition, the non-defaulting Party may torexincte this Agreement on notice to the defaulting Durty.
- 20.3 MRMNOING FOR ORREACH. Upon the occurrance of a breach of this agreement as continued in Switzon 20.1 shows, the men-datorling fairly should have the right, in addition to termination of the agreement, to seek all legal and equivable remedies to which it is smittled, subject to the limitations of Hability contained in Article XVI hereof.

# ARTICLE XXI NISCRLLANSOUS

- NIGHTHANNOUS

  21.1 ABSIGNMENT. (a) This Depresent and all of the provisions hereof stall be blading upon and inner to the benefit of the Parties hereo and their respective accessors and permitted assigns, but nother thic Agreement for only of the rights, incoreate or obligations becomed while Agreement for only of the rights, incoreate or obligations becomeder shall be assigned by any Party hereo without the price written assents of the other Porty, which may not be unreasonably withheld. Back Porty shall respond in writing with its decision within thirty (20) days after receipt of a equest for conservation the other Party; provided, however, that no TSO conservation be required for Customar's assignment (or desired assignment) of this Agreement axising out of any triansaction by which Customar becomes obsaints/involventous two two purposes of this Agreement, a Unorge in Control of Customar shall be considered an assignment of Customar's rights and colligations.
- (b) Chainser's obligations under this Agreement shall continue and aurying in the event of my sale, agin off or diventiture of Customer by the principal described early any Change in Control, or Customer's merger or consolidation with or into any Parson. If any such merger or consolidation occase, the suchivor of any such merger or consolidation states, the suchivor of any such merger or consolidation what assume Destomer's obligations and distinguished this Agreement and shall be bound by the terms and conditions of this Agreement in addition, if Contourner should soll, vives, or spic off oll or a substantial part of its assats or pusitions, in a

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- 31.3 COUNTERPARTS. This Agreement may be executed in one or more counterparts all of which maken together will constitute one and the ease
- 21.4 NO MATYER. We delay or extention by whither Party bareto to exercise any right or power becaused that! impair such tight or power or be construed to be a waiver thereof. A waiver by either of the Parties hereof any of the chigations to be performed by the other or say breach thereof child not no construed to be a writer of any mesceding around thereof or of any other obligation herein contained.
- 31.5 SURVIVAL. The provisions of Sections 8.3, 15.1, 13.2, 15.3, 31.10, 22.11, 21.13 and Atticles M. M.E. NIV, NVI. WIT and NVIII shall survive any explication or continuation of this between.
- 21.6 SEVERABILITY. Whenever possible, cone provision of this Agreement will be interpreted in such a venner as to be effective and valid under applicable law, but if any provision of this Agreement is need to be probabilited by or invalid under applicable law, such provision will be deemed restated to reflect the original intentions of the Parties as meanty as possible it recordance with applicable itw, and, if capacis of substantial portorearce, the towaring provisions of this Agreement was encound into without the invalid provision.
- 23.7 PUBLICITY. Except as otherwise agreed, beither Party shall have any right to tee other Party's traceverse, service savks, or trade was in connection with any product, service, procession of publication, except that 750 mg/ses the traceverse save our TSG's offent list and in reasonable business gromucion efforts by TSG.
- 21.8 EMPTIME AGRAMMENT. This Agreement together with all Schedules hereto, norseigntes the active agreement and understanding among the Parties haven with respect to the subject matter baroot and appropriate all prior ogreements and understandings, onell or written, relating to such subject matter.
- 31.5 AMENDMERTS. This Agreement may be exceeded or modified only by a written instrument duly executed by or on behalf of each Perty hereto.
- 27.10 GOVERNING DAM. THIS AGREEMENT SHALL BE GOVERNED BY AND CHROTHELD AND DEPONENT IN ACCORDANCE WITH THE LANG OF THE STATE OF TEXAS, MITHOUT REGRAND TO THE CONSTILETS OF LAM FERNINGEDED OF SUMM STATE.
- CONFIDENCE WITH LAWS: EXPORT RESCRIPTION. Customer will be 21.11 CONFORMED WITH LAWS; RAFORT PROTECTION. CONFORMER Will be responsible for obtaining any secessory government approvals, consents, licenses and/or pervise to enable Cuscoper to (a) expert any products or rescholed data required for TSO's performance under this present. From the Gulted states or any other country of origin, (b) import such products and technical data into any other country, and (c) pay TSG all amounts in U.S. Collars as required by this Agreement. Upon request, TSO will promptly provide Customer with any ord-uses certificates, afridavine requiring re-expect or other certificates and documents as are respaceably avoidable to TSG and required from TSG.

simple transaction or weries of related transactions, then the entity resourcing from for acquiring no cusiness or assets of Castomor in) such transaction shall assume, and be onligated to gay and perform Customor's obligations under this Agreement, and Customor shall not be released for discharged forms the payment and performance of its obligations under this Agreement. Nowlithintending the Benegoling, and change in the scope setup, such as a service of any of the described inconsentions, shall be subject to the change promose set tooks in Bection 1.3 source. Pursuer, NOS chall have the right to lovy additional resonances charges (which changes may include transaction monghie) connections this acquired to the described with a setup of the Change in Control, sale, spin, diveations, marger, concellidation or sicilar transaction affecting Customer.

23.2 BOTICES. Als options, requests, demands, and other communications to be given or destwared under or my reason of the provisions of this mycement shall be in writing and shall be deemed given when defined paramently, in the east outsires day when sent my rewritight Pederal Express, Bayessa Bail or strikes vervice, on the third surfaces day after being mailed when moiled by certified or registered first class sais, return receipt requested, and upon receipt when each by talencept we electric main with a certification copy my first-class sail, to each lasty at the following siderate for to such other address as that Party may have specified by notice given to the other pursuant to this grovicios):

of to Tes: THO: The SASKE Group, Inc. 4235 Arose Cortex Sivd., MD Form Worth, Texas 76155 Attention: President, STS Division

with a copy to:

The SARRE Group, lon.

Actor: Seneral Coursel

4255 Anno Carber Sivel, MD 4304
Fc. Worth, Texas 76155

AMR Combs, Inc. 8011 Legroon Ave. Dallas, Texas 75209 Attention: Chief Executive 0033cer

With a copy to: ANR Combs. Inc. 4255 Amon Carter Sivd., MD 4348 Fr. Worth, Texas 76155 Attention: General Counsel

to obtain any such approvals, consents, licenses and/or permits. The onligations of 186 under this agreement shall be conditioned on Charlomek's obtaining such approvals, consents, licenses and/or perkits. Such texty shall been all cents, face and expenses cascolined sith obtaining such approvals, consents, serialized and allow the thorized such approvals, consents, certificates, afficients and other times for which it is separately under this Agreement, and open request will provide to the other evidence that any such lises have been obtained and all fees have been gald, securities and other times and consential and the security of indirectly opport for two-expert) any hardware, produces, software, technical late or providence that a case (a) to any country of destination for which the United States Government or a united States Government egong requires an expect license or other approval for expert twichned that the state of the control for the State States Government or of the approval or of if otherwise contract to Office States on the case "castolical that" shall include the TSG dervices and any technical assistance provided by TSG. This obstigation shall service the expiration of textification of this Agreement.

- 21.12 NO THIRD PARTY BENEFITIANTS. THE Partitle Spries that this Agreement is for the benefit of the Parties beset and is not intended to comfer any rights or benefit on any third party, including any exployee of without party herate, and that here are no third-party pendiciaries to this Agreement.
- 21.15 SCHEPULES; COMPRING DOCUMENTS. The topos and conditions of may and all Dehedules to this Agreement, as smended from time to thre by mitual agreement of the Porties, are incorporated into this Agreement by this retoronce and shall constitute a part of this Agreement as it fully set forth materia.
- 21.14 RELATIONSHIP OF THE BARTISS. TSG shall be and Act as an independent contractor hereunder and no exployee of either Menty shall be deemed to be an exployee of the other for any purpose who excover. Act Methyl comply, at its own expense, with all applicable state and subtrigial requirements and with all state and fences; laws applicable to it as an employer and otherwise.
- 21.15 NON-SULFUTATION OF EMPLOYEES. During the form of this Agreement and for a period of one (1) year thereafter, Cletomore should not directly solicit for eaplymanch of 100% personnel.

TEXT ONITTED . CONFIDENTIAL INSATMENT RECUESTED).

DENDT0005983 DENDT0005984 [TEXT OMITTED - CONFIDENTIAL TREATMENT REQUESTED].

[TEXT ONLYFED - CONFIDENCIAL TREATMENT REQUESTED]

[SIGNATURE PAGE FOLLOWS:

.

IN WITISSE WHEREOF, the Parties have caused this Agreement to be duly operated by short authorized representatives as at the date tirst above written.

AMR COMMS, INC.

THE SARRE GROUP, INC.

By: Jie Ginn Ey: Tom Cook

Title: Chief Executive Officer Title: President, SABRE Technology Solutions Division

Once: Date:

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DFNDT0005985 DFNDT0005986

# SCHEDULE 1

# DEX(0):11083

For the purpose of this Agreement, the following terms shall have the following meanings:

"ARA" shall wash the American Arbitration Association.

"ACCOUNT WARAGER" should be the general appointed from time to time by TDG to consult with Customer and consider Customer's needs in commention with the performance of this Agreement.

"AFTIMATE" would meet a because that directly or indirectly through one or more interpredicties Control of a control of a

"AGREENENT" shall have the meaning given in the presible derect.

"ARBITRATION PANEL" shall have the meening given in Section 18.1.

"AIRLINE INCIDENT" masses an occurrance of personal injury, death, or property damage in connection with the operation of any aircraft.

"CLANGE IN CONTROL" means (a) the soquisition by any Person or group of became of 400 or more of the outstancing shares of voting stock, or similar equity interest, of Contamer, or (b) all or substantially out of the assets of Contamer are sold by a single transaction or series of relative transactions to any Person.

"CONVIDENTIAL INFORMATION" shall have the meaning given to such term in Montion 10.1.

"COMPROMETIAL DAMASS" means droages consisting of lost profits, lost income, or lost savings or consequential, indirect, special, or incidental damages (however described). Consequential Damages does not include any punitive or exceptory damages.

"CONTROW" (including, with correlative meaning, the corms
"Controlling" or "Controlled by") means, with respect to any Person, the
light to exercise, directly or indirectly, note that fifty person of the
voting power attributable to the equity Interests in such Person.
("Controlling" and "Controlled" have correlative meanings.)

"CUSTOMER" shall have the meening given in the preample beneat.

\*\*CUSTONES DATA\* shall sown til all data that is provided by or or behalf of Customer to TSG in order for TSG to provide the Services, including keyed input and electronic capture of information by the Services, (ii) all data that is provided by or or behalf of TSG to Customor by means of the Services, and (fit) all data that is provided by means of the Services as a incorrection etap is using or producing any such data, including databases and files containing such data.

1

"CUSTONER FACILITIES SPACE" shall have the meaning given in Section 7.2.

"COSTONER LIGENTED SOPTNANE" shall mean the third party software lineward by Chaloner and used to the current data processing operations of Chaloner, and any additions to or reglacements for such software and documentation.

"CONTINUES ONLY) SOTTONES" shall each cottwers (to source onde ond organise code form), and all related systems design and wast decumentation, which is owned by Continues and used in the curvant data processing operation of Chabtones, and any additions to or replacements for such authorized and decumentation.

"CUSTONER TRIZE-CARTY AGREEMENTS" shall near agreements between Customer and any third party for the provision of products or services of key kind.

"DISPUTE" shall have meaning given in Section 18.1.

"DISPOSE MOTTOR" sholl have the meaning given to Section 18-1.

"EFFECTIVE DATE" chall mean July 1, 1996.

"MORDGIOUS INEACH" shall seem a material breath of contract that constitutes an intestional, unequivocal refuse to perform a material chilgotion of this Agreement than functions one or soom poses of the bergain between Carbonse and 180 to bee extent that a incompressionling coverable business generous would not have extend into the Agreement or would not continue performing under the agreement.

"MODIFICED" should mean all office related eguipment, belophome and tackinise machines, supplies, landading Bandware, caned or leased by Costomer and mosessary for 1988 to parform the Services.

"EXPIRATION DATE" shall mean the first to occur of: [TEXT CMITTED CONFIDENTIAL TREATMENT REQUESTED].

"MAPMENTION TRANSPOON PROMOTE should have the meaning given in dention 4.3.

"FEBS" shall mean, collectively, the fees and charges gaid to TSG by Costower for performance of Services as set forth in article  $X_{\rm c}$ 

"ORMERAL DASHAGES" SHALL REOM Income, claims, obligations, demands, assessments, fives and panelties (whether civil or crioscal), liabilities, expenses and under (including measurable feas, and dishurcements of legic counsel and accountance), bodily and other personal injuries, damage to tangible

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DFNDT0005987 DFNDT0005988

property, and other damages, of any Kind or nature, suffered or incurred by a Verson. Yor the avoidance of damage, "Occaral Damages" includes not only the actual camages of a Person, but also putitive and exemplary damages and Consequential Damages of such Person.

"HARDWARR" shall mean computers and related equipment, including, but not limited to, central processing units and other processors, controllers, modeon, communications and telescommunications againsess (including radio quipment), either, actorage davinces, printers, terminare, other participatels and input and output devices, and other tragiful mechanical and electronic equipment incended for the processing, input, output, alonge, samipulation, communication, transalvation and retrieval of information and data.

"PROBREM (Fisher LOSSOS" shall make losses, claims, obligations, demands, assesseements, fines and permatties teheriner civil or crimical), demands, assesseements, fines and permatties teheriner civil or crimical), liabilitates, expenses and cosess (including reasonable fees and disbursements of legal counsei and accountents), bodily and other personal injuries, change to tangitis graparity, and other demands, of any bind or calarie, actually saffered on incurred by a Purson. Indemnifishable boses contact only of the ortual demages of a Person, and excludes any Consequential Demages and any punitive or exemplary damages (movement described) of such Person. For the avoidance of doubt, the Indomnificials increase of an indomnified Party shall include any Consequential Demages and any punitive or exemplary damages (however described) avorable against onch Indomnified Darty in Savur of a Person waking a Third Party Claim against such Indevaified Party.

"INDEMNIFIED PARTY" shall have the meaning given in Section 17.1.

"INDEMNIFYING PARTY" shall have the deaning given in Section 17.1.

"YSCN" sead have the meaning given in Section 6.3.

"MEW SERVICES" shall mean emplications development and information management services, including data processing and information services, information management, training, electronic data processing and telecommunication systems that are not described in Schodule 2.1 that are mutually agreed upon my the harthes pursuant to Section 4.1. For purposes of Section 4.2, there shall be no requirement that the Parties manually agree upon the devices pursuant to Section 4.1 for such Services to be persidered "NEW SERVICES".

"NEW SERVICE REGUSSIT bhall meat a written request delivered to ISO by Customer to request New Services and shall include the following, so opportpricts:  $\[ \frac{1}{2} \]$ 

(a) A reference to this Agreement;

 $\langle b \rangle = \lambda$  general description or functional specification of the New Services desired by Customer;

 $\langle c \rangle$  . Any apenial objectives or constraints with respect to the budget and time schedule; and

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"THIRD PARTY SOFTWARS" means software owned by a Third Party and licensed to Customer or LSS and used in the performance of the Services.

"VSG" shall have the meaning set forth in the preample.

"TSG SOFTWARE" shell near the Software owned or licensed by TSG and made available to Customer by TSG in connection with the performance of the Sovotoes.

# INTERROGRATIVE NATIONAL

The Agreement is the result of the Parties' asystiations, and no organism of this Agreement shall be construed for or against either Farty because of the uncharact of that gravision. In the telespotentian of the Agreement, except where the context otherwise requires:

 "including" or "include" does not denote or soply any limitation:

Ghaltton;

\*or\* has the inclusive meeting "and/or;"

'and/or' means "or" and is used for emphasis only;

4. "%" refers to United States dollars;

S. the singular includes the plure1, and vice versa, and each gender includes each of the obsers;  $% \left( 1\right) =\left( 1\right) ^{2}$ 

 captions or headings are only for reference and are not to be considered in interpreting the Agreement;

 "Atticis," "Section," and "Subsection" rater to an Atticis, Section and Subsection, respectively, of the Agreement, unless otherwise assemed to the Agreement.

 if an ambiguity grices in a Subsection's Section's, or Article's correctforance to amother Section or Article, the cross-referenced breeding controls over the cross referenced Section or Article number.

3

 $\langle d \rangle$  . The priority of the work is relationship to other current or entiripated work.

"PARTY" shall mean each of the signatories to the Agreement, and their successors and assigns as permitted by the Agreement. ("PARTYRS" has the currelative meaning!

"PASS THROUGH PRES" shall mean charges to TSG for extrain services or products that it angulaes from third parties to emable it (in part) to growide the flervices, which crarges TRO passes through as fise charged to Oustcoper. The initial list of Pass Through Fees are identified in Schedule 16.4.

"PRESON" stable mean any ledivident, corporation, personneship, joint venture, trust, business association, governmental entity or other entity.

"SERVICES" shall mean the information management services, including data processing and information services, information consegmment, training, electronic data processing and belocommunication systems and shall consist of the services described on Schedulo 2.1 and How Services.

"SERVICE LOCATIONS" annul have the meaning given in Section 5.1.

"SOFTMARE" shall mean may computer programming code consisting of instructions or statements in a form readable by individuals (source code) of machines (outset code), and documentation and supporting materials therefor, in any form or medium, including electronic media.

"SUBSIDIANT" shall mean, with respect to any Person, a comporation, company or other extity more than 50% of Whose constanding shares or securities respressating the right to vote for the electron of directors or other varieties undertying an now or homestic owner of concrolled, clusterly or indirectly, by such Descen, but which composition, company or other entity shall be deemed to be a Subsidiany only so long as such ownership or Control exists.

"TORY DAMACSS" whall woun bodily or pursonal injury or double or demage to read or tangible personal property.

"TREG INDEMNIFIED PARTIES" shall mean TREG, its Affiliates (other than Customer), and their respective officers, employees and directors.

"TERM" shall have the bearing given in Section 2.1.

"TI(E) PARTY means a Person other than a Perty or either Farty's Attiliates.

"THIRD PARTY CLAIM" shall mean a claim of liability assented against a Party by a Person other chan the other Party or either Party's Affiliates.

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SCHEDULE 3.1 DESCRIPTION OF SERVICES

[PRIM OMITMED - CONSTORMINAL PREATMENT REQUESTED]

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DFNDT0005991 DFNDT0005992

SCHODOLE 10... SEES AND CHARGES SCHEDULD 5.1 SERVICE LOCATIONS\*

[TEXT OMITTED - CONFIDENTIAL TREATMENT REQUESTED] [TEXT OMITTED - CONSIDENTIAL TREATMENT REQUESTED].

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DFNDT0005993 DFNDT0005994

THIS AGREEMENT HAS CONFIDENTIAL PORTICES ONFITED, WHICH PORTICES HAVE BEEN FILED SERRARGEIT WITH THE SECURATION AND EXCHANGE COMMISSION. OMITTED FORWIGHS FARE INDICATED IN THE SECURITIES OF WITH TILEST OMITTED - COMPUTENTIAL TREATMENT REQUESTED; \*

SCHEDOLS 10.4 PASS TERROUGH 2ECS

[TEXT OMITTED - CONFIDENTIAL TREATMENT REQUESTED].

EXECUTION COPY

SERVICES AGREEMENT

between

TELESERVICE RESOURCES, INC.

and

THE SAURE GROOP, INC.

Strective as of July 1, 1996

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DFNDT0005995 DFNDT0005996

TRIS SERVICES AGRESHORM: effective as of duly 1, 1996 (the Agreement) between TELRERRYTCE RESCUECES, INC., a Delaware compound "Charlomer") and THE SABRE GROUP, INC., a Delaware compound ("TGG"

WINDIAGE, 790 is engaged in the business of providing contain management and information processing services, uncluding, our not limited to, systems development services, systems integration services, remandement of talescontail cardinary systems, couptiest operation earlyings, Sallities monagement services, therefore and software value on services, Sallities monagement services, and

whiches. Customer and 180 degire to enter into a services agreement pursuant on which TSG shall provide so Cushoost the services described in this Agreement, on the Serms and Subject to the conditions set forth beeth.

LOW, MANNEYFORE, in consideration of the foregoing and the covenants and agreements set forth homein, the Cantiles hereto hereby agrees as follows:

# DEFINITIONS

- A.1 DEFORMINAS. All defines terms used in this Agreement shall been the meanings set forth in Schedule 1.1. Schedule 1.1 also sets forth various interpretive mackets for this Agreement.
- 1.2 SCHEDULES, when this Agreement refers to a Schedule, each Schedule is desend incorporated begain by reference for all purposes. All Schedules, as agreed to on or after the Effective Date, shall be deeme incorporated hereix upon the complete execution thereof.

# ARTICLE II

- 2.1 2009. Unless parties torwisated as provided haven, the term of this Agreement (the TDSMY) shall compense on the Effective Data and whall out the Explication Data.
- 2.2 EXTENSIONS OF THE TERM. The Term shall be automatically extended for successive (TEXT COMPTING CONNIUNITIAL IRRAPMENT REQUESTED) periods offer the Xeptration Date, unless either forty gives written nowines of the intent not to romes the Agreement at issue one auddress twenty (126) days print now the date on which the ferm or the them control remains period (aw applicable) waylers. Notathetanding the above 15 Custamar and TSS become disaffillated, clear party shall have the option, in its sole and accounts discretion, or any time six (8) months following the disaffillation to tornshers this Agreement by giving six (6) months price written motion to the other Perty; provided, comever, that prior to the Nepiration Date TSS may

DFNDT0005997

(c) Upon Customer's acceptance of the terms of any New Service proposal, Customer and 790 shall oweruce a supplement to this Agreement reflecting mutually agreed corns and conditions is "ARRAYCESS ASSPHERMENT, all of which small be incorporated in this Agreement by inference. After execution of any Services Supplement, "SRI shall proceed with the work specified chareal upon the terms and wonditions wet forth, wherein and in this Agreement.

C.5 NEW GREVIOUS, Contemer will allow ted the same rights and opportunities to hid on any New Greviers [TIME ORDERED] CONCLORED AT ITEMEMBER INCOMPANT AND PROVIDED AT ITEMEMBER INCOMPANT AND ADDRESS OF A STATE OF THE ADDRESS OF THE

and time to market as the mean bid Customer receives.

4.3 EXPLACION ASSISSANCE BY TEXT. For a partial of no wore than one becomes and twenty (120) days devices the Bay tartian Data on terestration of any of the Services guiralant to Services 1.1 or 20.1 teach gerood reference to as the PEXPLACION TRANSPIRON PREPARED. To 20.1 teach gerood reference to as the PEXPLACION TRANSPIRON PREPARED. To 20.1 teach gerood reference to as the PEXPLACION TRANSPIRON PREPARED. To 20.1 teach gerood reference agglicable Services to Customer or teachers required to as the PEXPLACION TRANSPIRON PROPERTY to a septiment of the services are reasonably requested by Customer to Services to Customer of the services are required. The teachers required that the performance of the Services, 1 shall so inform Customer in writing and indicate any supplemental charges to Customer for such resources. If succepted by theorems to writing, 150 will provide such intermediate services and Customer to writing, 150 will provide such intermediate accordance will supplemental devices between performed hereunders and leichness that itself them current relate for the Bervices performed hereunders and leichness that the september shellcated expension should expenses that the performance of the explanation shellcated explained by the performed hereunder and leichness that (1) such designes of the constitution of the foregoing objection seed seasons to a Customer designes. The such designas in commendate the reconcilentality of any Ted perpendicularly incommended to as such information, Software or materials disclosed or provided to, or hearted by such designas in commendate the such incommendation of the services performed the such such information. Software or materials disclosed or provided to, or hearted by such designas in commendation therewish (ii) used because the services are subscribed to as such information. Software or materials disclosed or provided to, or hearted by such designas in commendation therewish expensent, and (iii) all fees ord incr gervices.

# ARTICLE V SERVICE LOCATIONS

The charges set footh in this Equeeness are based on the separation that Services will continue to be provided by PRG to Chetreor of Chetroer's experations and mervices locations in extensions of a 1 May 1, 1988 as identified in General 8.1 [the "ORTATION COMPUTATION" is booking in this agreement should prevent Chetomer from changing, consolidating, sliminaring or adding after July 1, 1988 any Jerrice

not terminate (except for breach pursuant to Section 26.1) Services provided berompher to the extent such Services are required for Customer to continue support of American Airlines, Inc.

- 3.1 SREVICES. Subject to the terms and conditions of thi Agreement, 180 should perform the Services described in Schedule 5.1 Chatmagn.
- without to request modifications in the Survices, including additions, deletions and statementarity to without to request modifications in the Survices, including additions, deletions and statementarity to within stay (66) days (as such shorter time as is responsibly practicable) from receipt of Components written request to any stock modification, determine the feasibility of Survices that expendity branches that and provide Charamer with a good faith extrate or the costs, is any, in Component of such modifications of post additional written appearant of the Parties, for any should be requested the responsible for implementing modifications requests and Component and I pay the agreed charges, if any. 180 will not be required to take any such modifications prior to the stund expectation of any such written agreement, and will combine to provide Services to Castomer on the same spreament, and will combine to Destomer's request until such a written agreement at mobility executed.
  - 3.3 MANAGEMENT OF YOR PERCURCES.

TSG shall have the right to manage all ISG resources used in providing the Services

# ARTICLE TV AUTHORIZATION OF NEW SERVICES; BRUATED DOCUMENTS

- A.1 PROCEDURES. Ray and all New Services, shall be authorized and directed as set forth below:
- (a) Oustoner may deliver to 180 one or move New Service Requests. After receipt of a New Service Request, TSO shall prepare and deliver to Castoner a proquest in response thereto as proquitly as resecutably prepared. If TSG plans to charge Castoner for preparation of any such proposal, it will so inform Castomer in writing cogetier with an estimate of the energies for preparation of the proposal. If TSG 18 serimans to accepted by Chastoner in writing, TSG start them promptly commons preparation of the proposal. ISG may also prepare, on ISC so we invitative, and not in response to a New Service Request, New Service proposals for Oustoner's review growthed that TSG will not change Chattoner for any few or expense related to the preparation of such proposals, except upon the written moment of Chattoner.
- (b) After receipt of a New Dervice proposal, Customer shall notify TSG in writing whether Customer deares to proceed as Customer's sub-discretion with the work as specified therein or upon some scalified besis.

DFNDT0005998

Locations, provided Customer will endeavor to provide 196 with at least one bundred and twesty (2.20) days prior written notice before any such consequence. incutions, provided instoner will endeavor to provide TSG with at least one bundred our twenty (20) days price metrics notice before now such consequences (content teater) to addition. If any suce charge, consolication, elements on addition. If any suce charge, consolication, elements on addition move than a de ministry increase to costa to TNA Se the continuing performance of the Services, then there will be the adjustment in the charges hereunder. If, on the other hand, any such change, consolidation, elements one condition deuces more than a de ministe increase in costs to TNA to the continuing performance of the Services, TSG will promptly growthe Distriction with a good toith continuing the timing, costs and expenses of making much change, consolidation, elimination or addition upon Outstoner's written approved of such estimate.

# PROJECT STAFF

- 6.1 YES SUBCOMPRACIONS. TSS way utilize authoritractors during the Terms, subject to TSS temaining primarily liable for Loe performance of the Services and such subcontractors agreeing th writing to maintening the complicationity of Outromer Data in accordance with Section 14.1. YES will manage and monitor the performance of any such subcontractors.
- 6.2 MANAGERIAL CONTROL. TWO shall have complete managerial control over the employees. TWO shall have code responsibility for selection, supervision, daily direction and control of the work of, and may dismiss, rapides or recessing at any time, any memors of the project stead become
- 6.3 INFORMATION SERVICES CONTEACT MANAGER. Claudomer shall appoint a contract coordinator to implement this Egreement (the "IMPORMETON SERVICES COMMAND MANAGER" or "ISON"). Whe ISON'S responsibilities shall be to (a) service as grimary point or contact for TSG, (b) he responsibilities shall be to (a) implementation, management and entorcement at the Agreement on behalf of Cristomer, and (d) superview parformance of Gustomer's doligations under the Agreement Castemer will notify TSG in writing of its appointment of an ISOS and his/her euccessors.

### ARTECIS: VII CONSTRUMEN OFFRCATIONS

- 7.1 SENVICES AND OTHER OBLIGATIONS. During the Term, Costomer will provide TS9 with all necessary and reasonable resources, information, direction, and other assistance, as may be requested by TSG from tibe to vine, in connection with the Services. DSG's cooperformance of its orbigations becoming will be szomes to the extent clusted by Discover's failure to timely provide such vocassary and voseouthle resources, information, direction and other assistance.
- 7.2 CUSTOMER PACILITIES AND RELATED SERVICES. During the Term, for Services performed by 180 cm-sits at Customer's facilities, Customer enhalt provide to 180, to be cent to 480, some access to and use of adequate opens and familiation required for performance of the Services (collectively, the "CUSTOMER PACILITIES SPACE") for so long as and to the extent that the Customer Pacilities Space is reasonably required by 180 to effectively perform the Services (customer will ento provide, at Customer's expense, all stillities, required integral administration for 750 ct will be appeared.

Customer Radilities Space and Mary Service Location in which the Services will be parformed. Customer will provide 180 with legal and physical ancess to Customer's Scalifices Space twenty-tour (24) moders a day, seven (7) days a seven (7) days as seven, for gargoness of performing the Services. Customer represents to 180 that all facilities provided by Chartener under the Syrement, are and shall remain free of health and waferly havenes. At all likes wine 180 uses agace and related utilities and warvices in any Castomer Pacifities Space, TSC shall consider the seven and account of the second continuous and consonary and continuous the second continuous continuous continuous and continuous c

- 7.3 CUSTOMER RESALE OR PASS IMBOUGH OF SERVICES. Neither Customer nor its Kiillates car cosels or otherwise provide any of the Services provided because in 1785 to any Person other than a Sunsitiony of Customer, without the prior wristen consent of TEG.
- 7.4 INSURANCE. During the Tero, Customer and i promote are maintain with lawarves of recognized financial responsibility. Comprehensive Genoral biability beautains converage, including contractual liability converage pertaining to the indemnification obligations of indemose under Article XVII of this Agroement, with limits of not less than IDXZ CNATING-COMPIDENTIAL TEXATMENT REQUESTED, combined single limit per occurrence. If Customer and TeX are not Affiliation, Contour whall annually provide TEX with evidence of such coverage with the following special provisions:
  - Yes insurer(s) shall accept and insure Contempt's indomitiaction and hold incolors requirements parameter. Lo Ascisle YVII of this Agreement.
  - Sach of the TSG indemnified Parcies shall be included as an additional insured, to the extent of the Cuscomer's indexejfication and hold bareless obligations horseunder.
  - The insures(s) shall waive any rights of subrogation they may or could have against any of the TSG Indemnified Parties, so the extent of the Chatomor's indovnification and hold haraless objections becomes
  - Such policy(ies) shall be privary without right of contribution from any instructe carried by TSG, to the extent of Costomer's indecdification and hold harmless obligations hereunder.
  - such insurance (1) shall not be invalidated with respect to any of the ISO Indepention Control by any antion of inaction of Customer, and (10) shall insure each of the PSC Indepention Describes regardless of any breach or violation of such palicy by Customer.
  - Such insurance policy(ies) way not be nanceled or materially changed without at least thirty  $(20)^4$  days prior written rotice to 996.

ARTICLE VIII R RETAINED RESOURCES CUSTOMER

DFNDT0006001

DFNDT0006002

- 10.1 FEZS AND CHARGES. For each wonth during the Term, Customer should pay TeS the Fees shown to Schedule 10.1, as may be adjusted as growled in Acetton, 10.3. Except as otherwise agreed by the Particles in writting Customer stall only be required to pay for Sarvices described in Schedule 3.2 and provided by TSS pursuant to the Zees Schedule slow. In Schedule 0.1.
- ADJUSTNEWT TO CHARGES. [TEXT ONLITED CONSIDERFIAL TREATMENT
- 10.3 SEM REPURCIO PRES. Unless otherwise agraed to writing by Customer and TOS, in consideration of TOS's provision of New Destroes, for each routh during the Term, Customer shall pay to TOS the aggregates Fees decensible
- 40.4 OTHER AMONETS PAYABLE. In addition to the Sees set forth, above, T80 ms; size charge Clastoner for other emounts expressly payable to T80 order this Agreement. Its addition, Conforms test: retain responsibility for Facs Through Fees as otherwise specified in this Agreement.
- 10.5 OUT OF DOCKET GENERAL OF AN ADSERTAGE AN ONE APPEARANCE SHOP THE TRANSPORT OF THE PROVIDED BY THE PROPERTY OF THE PROPERT

# ARTICLE XI PAYMENT SCHEDULE

- 18.1 INVORCING. TWG will submit an invoice to Chetomer for all Services provided hereunder on a monthly basis, containing a summary and decad; of the relevant information to substantiate the Pass and charges. Invoices shall be rest to Castomer at 4855 Ann Center Badd. MD 4236, Pt. Worth, Twass 76155, Atln.: Accounts Sepable, or to such other address as Castomer may advice in writing from time to time. All Poor, expenses end other accounts payable or creditable by either Party to the other inder this Agreement shall be paid or predited, respectively, in United States Dollars.
- 11.2 TIME OF PAYMENT. All subs due TSG under this Agreement will be due and payable within thirty (30) days after receipt by Chetover of an

- 8.1 OMGGING CUSTOMER RESOURCES. During the Term Customer Will provide to 180, at so cost to 180, across to and use of all of the Ngulpment necessary for performance of the Services. Outsime: small so exaptorable tor All on-agoing costs and exponence relating to the Eguipment, including, without initiating, the Contract, convincement and target. "SNS will type the 2th bise provide its reconsumdations for (i) additions so the Eguipment for the provide its reconsumptions for (i) additions so the Eguipment for the maintenance of the Services and (ii) replacements of the Eguipment for the maintenance of the Services at its existing levels. If Customor determines that toplacements of the Services at its existing levels. If Customor determines into the acquisition thereof to a degree unchanged to 180, 183 areas? Whereafter the relieved of any derive obligations under this Agreement for the Eguipment adversely affects TRG's ability so grouperly parfure the Services.
- 8.2 PAIMENT REPORTIGION FOR CHOPMENT METALINGO MEDICARS.
  Chatower shall be responsible for all accents due to third Marries with respect to the Topicpens and other necessaries described to Section 8.3 and the Castower Third-Party Agreements and Eor any related charges (including late face) Sitevant, taxon and logal expenses) provided that TOS shall be responsed payable for any such charges (including late face), that fees, interest, and logal expenses) payable primarily due to TOSO's non-partormance or step-portromance (includes as may be accurated pursuant to Article XIX, with respect to such Engalpoint and Customer Third-Party Agreement. TOS shall not be reoperable in the course of performance of any Customer Third-Party Agreement.

# AFFICAC IX SOFTWARE NEEDED FOR SERVICES

- S.1 CUSYOMER MICHAGED SOFINGEN. Customer hereby represents and wormants it will obtain any diceases, consents, sponousle on subtorizations form Series hereises necessary for PSG to legally and physically access and use any Customer discussed Software mesosary to partone the Services, and will provide withen evidence of such consents to TSG upon TSG is request. Customer thall pay all costs and expenses associated with the Customer Liceased Software, including all required licease, installation, subtorance and uppende fees. The Customer thermod Software will be nade available to TSG in a form and on media compatible with the Ngoipenth 430 is then operating on Customer's hebalf, together with oppropriate Commenciation and other exterials.
- 5.2 CUSTOMER OWHER SOFTWARE. Customer will provide TSS with object code and source code for the Customer Owned Software, if any, necessary for ISS to perform hos Services, together with any consents, approvale, or withorkanions from this pertise messary for TSS to Isgally and physically amess and use the Customer Comed Software, in both object code and accuse code form, for purpose of providing the Services, and will growlds written evidence of such consents to TSS in a form and on xeeds compatible with the outpeans to SS is then perceing on Commerce the hold, together with the outpeans the SS is then perceing on Commerce healt, together with oppropriate documentarian and other materials and will be provided in a timely manner when required by TSS in the performance of the Services.

ARTICLE X

- 11.3 DISPUTED INVOICES. If Customer in good faith reasonably disputes an invoice for sums need hersunder, the tollowing shall apply:
- (a) It the diagnited divintes is greater then or equal to the prior earth's invoice, Distance shall pay 750 a. undisposed amounts, but is no event less that distey percent (post) of the prior southirs payment.
- (b) If the disputed invoice is less than the prior morth's payment, Outlooms shall pay 190 all unsimputed amounts, but in no ovent less than always percent (9%) of the disputed invoice; therefore, in such sense and irrespective of the amount in dispute, Outloom may not in respect to the disputed invoice withhold payment of any smount in excess of ten percent (10%).
- (c) In no event shell a barty's adherence to the provisions of this Section (1.) he construed as coestituting a valves by either favry of any claims against the other Party.
- $\langle d \rangle = \lambda H$  disputed amounts shall be resolved in accordance with the Dispute Resolution process set forth in Article XVXII becost.
- 31.4 LACK CMAPGES. Pollowing the period when 138 and Customer are no longer Affiliatus, any win due TBG berounder that is not paid when due shall beer interest from the date due cutil paid at a rate of interest equal to two generatings points (3%) per amount above the price rate announced from time to time by the principal New York office of Ciribanh, N.A., but it no event to exceed the exchange rate of interest allowed by applicable saw. Nowline heading the show, interest which too forces or any each due saw during the period such our has been reasonably disputed by Customer.

- TO.1 ALLOCATION OF RESPONSIBILITY FOR CORMAIN TAKES. Obstower shell be responsible for (and shell indemnify TSO for) national federal, state and local sales, use, excise, value added, withholding, respectivelyin fees, attemptance and importation and custom daty towns or emiliar trace (including penalty ora interest) imposed on TNO string from this Agreement, excluding possed toposed based on 160% est income; and say additional tax Represed on TSO as a result of any relamermenents under this provisions. All payments therefore the trace of the tra
- 12.2 ENDERSTY TARKS. Nach of TSO and Customer is responsible for the reporting and payment of any md valerem taxes due on property owner by it or lessed by it tree a third party.

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- 12.3 TAZ CLAIMS. If TSG receives notice from any texing authority with tespect to an assessment or potential assessment or toposition of any tax or other amount than the Customer would be responsible for paying pursuant to Section 12.1 source, TSG shall promptly notify the Customer in writing of such wottom, and shall, subject to Customer the constitute work discretion, contest or permit the Customer to concest or computate work proposed weak at Customer's expense. Subject to the reasonable discretion of the Customer's proposed with the Customer's expense, for a return of texts of customer may request TSG to apply, at Customer's expense, for a return of texts of customer may request TSG to apply, at Customer's expense, for a low of pursuing such a claim, TSG may assign its rights to the indemnitying party.
- persy.

  11.4 COOPERATION. Sach Party shall cooperate as the other Party may temescabily request to whichelding texts lacered by the other Party in convention with this agreement; provided, however, that a mosporating corry shall not be required to take any ancy fats would be sacrafully disadvantageous to its business or operations of would require it to incur material solutions consens notes the requestion Party persons to resolutions to ecceptating Party agreement or resolutions to ecceptating Party for the incremental out-of-pocked costs. In the case of other Party, such cooperation sould include, without thicknein, waintaining records as reasonably necessary for tex purposes, making such whords exactly and eating information in its possession and employed with technical expertise confliction or reasonably mecessary in connection with the preparation of any tex returns or any audit or tax contestion with the preparation of any tex returns or any audit or tax contests or refund claim.

# ARTYCUS XUIT PROPRIETARY RIGHTS AND LICENSES

- IF.1 '996 PROPRISTANY INCORMATION. TSG retains all rights, tivile and interest in and to may and all ISG Software and documentarion, software development that, some-now, settledelegies, processes, rechnologies or playerities used in providing rea Services that are trade secrets or properties information of TSG or its Affiliates (other than Chatchard or otherwise owned or illeamed by TSG or its Affiliates (other than Chatchard).
- 12.2 COSTOMED DATA. Information moleting to Customer contained in Customer's data files ("COSTOMEN DATA") is the exclusive property of Customer. 180 to suphorized to have local and physical access to and make use of Customer Data for the sale purpose of performing the Services. Upon experiation or termination of this Agreement, the Customer Data shall, as Customer whiteir request and discretion, either be exampled from the data tiles salutained by 180 or, which thirty (30) days from Customer's switten request and appears roturned to Customer in 180 s from oxidating machine-readable format and media.
- 11.3 LIUSESE TO TOS SOFTWARE. During the Term, TSG grants to Cleatoser a limited, non-exclusive and non-transferable right and license to use the TSG Software in object code form only, articity in scoordonce with the terms of this Agreement. The rights termby granted are limited to Customorta use of the 190 Software to the extent noncessary to access and unities the Services in

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such potential purchaser undertakes to treat the Confidential Information sa confidential with use and disclosure restrictions on least we strict as those in tels Section 14.1.

in tess Section 14.2. GENERAL MONISDER. Either Barty may actions its generalized knowledge and experience during the Texa and may already possess or bereafter obtain concepts, data, discoveries, ideas, information, inventions, how-how, knowledge, methodologies, pronesses, products, skills, tachniques work combon work product, whether or not patentable, that are generally obrilar to Confidential Information is may receive under this Agreement. This Agreement shall not be interpreted as limiting either Berty's rights to develop, discloses, claplay, washer, obtain, own, publish yzovide, release, sell, transfer aid/of use. In any manter whatevers, any such generalized Knowledge and caperione and/or any such concepts; provided, however, that the Parties shall be all events comply with Section 14.3. Further, each Party shall be free to use the ideas, concepts or know-how it develops in toencerton with the Services that are in hombasplish form and may be retained by the Facty's requestive employees. Bit is: Berty may acceptive, include, market, distribute, develop for itself or others, or have others develop for its, similar technology contemplated by this Agreement.

- MARRANTES

  Ad.1 NOTHER WATANITYS. Bock Party represents and warrants to the other tracts (i) it is a component on duly organized and validly extering and in card scending under the laws of its loristicities of formation and/or plane of principal business; (ii) the performance of its obligations berender has been duly authorized by all measurement performance of its obligations berender has been duly authorized by all measurement contents against it is accordance with fix evens outject, as to extracement, to basicuptly, insolveny, vergousized on, longitation and other laws and equilibries principles relating to on affecting the entracement of cracinors' tights generally as they may be applied in the event of the bankruptoy, insolveny, social contains, recognisation on liquidavious of, or the appointment of a receiver with respect to the property of, or a vimillar event applicable to, such Earty, (iv) writter the exemusion and delivery of this agreement nor the performance of any of the abligations bereunder, nor the consumention of any of the transactions contemplaned hereby, will violate any agreement to which it is a Party or any provision of the Certificate of Incorporation, Englands on the Content of Computer of the property of the date of the property of
- 15.2 NO OTHER REDASSENTATIONS OF MARRANTISS. THE WARRANTIES SCHOOL DEPOSIT ARE THE OWNER WARRANTIES AND 10 THO MOST RESPECT OF THE SCHOOL OF THE WARRANTIES AND THE THE WARRANTIES AND PROPERTY OF THE WARRANTIES OF THE WARRANTIES OF THE WARRANTIES OF LAW TO THE ARE MOST OF THE WARRANTIES OF THE WARRAN OR USAGE OF TRADE. NO

connection with Customer's internal operation and no other use. Customer shelt not: (i) make any modifications or alterations to the 180 Software or (ii) reverse engineer, disassemble, compile, reverse compile or decompile the TSS Software. If any Third Porty Software incorporated in ISS Software is Itemated for Customer on a stand-alone beads for a otherwise provided in terms and the Services provided bereated, and TSS make pay a coyalty or illense fee to the licenary of which Third Party Software in a make such TSF Party Software in an after to make such TSF Party Software in a make to make the pay in the service per software available to Customer, Customer will repay such amount to TSS upon domain 18 TSS make pay on TSF Party a coyalty of license fee for sublicensing or distributing or otherwise greating access to these of any voice TSS Doftware to Customer that a continuity TSS in willings of any purposed Change in Control Customer as your as postalizable but in no sevent loss than thirty (30) days in advance of such Change in Control. Its will use researable extrate to advise Customer which such thirty (40) day period of any royalty or license fees that will cenome the and psychet to the Hosses or distribution of any third earty software which restricts to advise Customer which seminates that Dostrol or distribution of any third earty software which require the payment of excessive additional psychological Control. The control must cause prior to the accessive ordinitional psychological Change in Control.

ii.4 SUBLICERSE. Customer shall not transfer or sublicense the TRG Software or may component thereof to may Person, whether by operation of lew or otherwise, without the prior written consent of TDG.

#### ARTICOS SIN CONSTRUCTABLITY

14.1 CONFIDENTIAL INFORMATION. As of the Effective Date, and except as otherwise provided in this agreement. YES and Distingue sact agree that all information communicated to it by the other. Including, without limitation, the terms of this Agreement, which the recipient porty knows or her received to the two confidences or know is the confidence, which the recipient porty knows or her received in the confidence, will be cased only for pargones of this Agreement, and will not be disclosed by the recipient Party, its agents, subcontractors or exployace without the prior written moment of the other Party. TSS and Contract or Agree to use the same means it uses to protect use one confidential information; but in any event not less than recommands means, to prevent the disclosure of the Confidential Information to outside parties. However, meither TSG not Customer shall be prevented from disclosing information, which belongs to such Party or is (a) already known by the recipient Party without an obligation or confidential information to outside parties. However, meither TSG not Customer shall be prevented from disclosing information, which belongs to such Party or is (a) already known by the recipient Party without processor through no unauthorized act or the recipient Party; (in rightfully known through no unauthorized act or the recipient Party; (in rightfully known or becomes purilled) known through no unauthorized act or the recipient Party; (in rightfully known or becomes purilled) to be disclosed pursuant to a requirement of a governmental agency or liw, if the disconsing Party provides to other Party with cotine of this requirement prior to disclosure. Activitionarding the toregoing. Customer, provides, that any CONFIDENTIAL INFORMATION. As of the Effective Date, and

REPRESENTATION OF OTHER AFFIRMATION OF PACT WHICH IS HOT CONTAINED IN THIS ADDRESSMENT, INCOMING HIPOGUT LIMITATION STANCHARDS REGARDLED CREACING, ON CONTRAINED BY A DEPOISABBLED TO THE MEMORARE COMPROMENTS, SOCIETABLE OF DAMA, OR PRIADURE TO THE SERVICES, SHIPPERS MADE BY THE OF THERMISES, SHALL BE DEFENT, OR BE A MARKHAND FOR ANY DEPOISE OR GIVE PIETE TO NO UTBERHISES, SHALL BE

# ARTICLE XVI CONDICATIONS OF DIABRESTON

- 16.1 INTERMODED ALGORATION OF LIGHTS. The Allocation of riese metwork the Farties, and the limitations on the Farties liabilities and recedies, set forth in this Article XVI and elevater in this Agreement are specifically intended by the Parties, as part of their bargain (i.e., part of the consideration for their other conserves conserves and pulphasilters in this Agreement. The Parties orknowledge that they have begontared, with the odvice of legal coursel, such allocation and limitations.
- NELS NO LIBERLITY POR OBSTRARY REGISTRE. IN NO EVENT WILL THE RELIBERE TO CUSTOMER FOR MAY GENERAL DAMAGES ARISING OUT OF OR IN CURRECTION MITH THIS AGREEMENT OR THE RESPONMENCE OR NON-TREFORMANCE OF THE SERVICES, BUSINESS SIDE CASE, LAGGICATIVE, DAMAGE OF REPUBER SERVICES OF THE SERVICES WEALTGRAND OF WILLIAM HISCUMBOUT OF THE
- 16.2 HO COMPROGENTIAL DOMANCES. IN NO BYENT STALL INC SE LIABLE FOR COURCERN O CONCEQUINITIAL DOMANGES ARIGINAL OUT OF OR IN CONSECUTION WITH THE PREPARAMENT OF THE SHAPE OF
- 10.4 LINITATION OF LIBELLITY FOR GROSS REGLEGANCE. 1863'S LIBELLITY ARESEND UPDER OR RELATION IN ANY MERNER TO THIS AGRESSION FOR GROSS AGRICUSCENCE OF RELACION FROM 1900'S GROSS AGRICUSCENCE OF RELACION HEROMETER OF THE SERVICES GROSSIANDER GROUND BY LIBERTY OF THE SERVICES CONTINUED GROUND BY LIBERTY AS COLLOWS: FORT CHITTED CONFIDENTIAL TREATMENT REQUESTED!
- 16.5 TIME FOR CLAIMS. A Porty way ascent or make a claim against the other Porty for any bream of this Agreement, or for that other Porty's Midbilty under this Agreement (including as Indemnification Claim), only within two years after the preach or other even constituting the basis for that claim occurred, even if not discovered until after that two-year period. Nevertheless, the too-year limit on the time for asserting or making any claim shall not apply to a claim (including an Indeenification Claim) based on a thire-early Claim.

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- 16.5 EQUITABLE RELIEF. To the extent that any momentary relief overlabble under this agreement is not as adequate record for our breach of this agreement, or upon any broach or impending preach of Sections 31.6, 13.4, 14.1, or 2: 18. the non-broaching berty shall be entitled to injurity vallef as a remedy for this breaching berty shall be entitled to injurity addition to any other tempelles granted to the non-breaching Party in this Agreement. That injunctive relief must be sought through arbitration in school-dense with the Dispute Resolution Procedure.
- 16.7 RECOUSIVE REPROTES. The remedies described in this Agreement are the exclusive rights and remedies of a Party regarding any breach of this Agreement or any catter that may be the subject of a claim for Hability under or relacing to this Agreement.
- If S BORGHBULATUM REMODIES. If a particular tenedy for a breach of, or the occurrence of any other event described in, this Agreement is specified in this Agreement, that tenedy shall be the exclusive recedy typon such a breach or exact. Nevertheless, it were than one remedy for such a breach or event is specified in this Agreement, the Party unlifted to a steady to a broad between the available; and say not cumulate or exaction unliftly remedies, upon such a breach or event. Nothing to this Article XVI shall offcost any liability of a Party for lost Comages or Indexnifiable Lorses under Article XVII.
- Porty in erforcing this Agracement, within the applicable time limite stated in this Agracement, within the applicable time limite stated in this Agracement, while the rights or varadies of that fearly. We waiter of a Perty's finite or tendiler regarding a per finite constitute of coursement of any other event described in, this Agracement constitutes a waiter of those rights or tendiler, or any other rights or remedies, regarding any other or any other constitutes as waiter of those rights or tendiler, or any other rights or remedies.

### ARTEGGS SVII INCEMNIFICATION

- 27.1 GENERAL INDEMNIFICATION. Subject to the limitation act forth in Exerior 18.0, each Taxty about indemnity, defend and hold baraicas the process of the forth temperature efficies, amployees and directors (the "INDEMNIFIED MARY!") from and against any and all fort Damages which axises out of the negligence, gross negligence or willful kiecondots of the indemnifying party (INDEMNIFIED MARY!) its agents, exployees or contracture in concection with the Indexnifying Party's performance of this appropriate.
- 17.2 impeliences peopsity immunification by two test and indentify, defend, and hold teachers Controver from and against any and all indexmittable Losses arising out of, or relating to any claim by a third party that any 198 Software provided under this Agreement infilinges a currently eviating third States copyright, shappropriates a trade secret, or willfully infringes a demical States patent. [38 should not indexwift Customer, however, if the claim of infringement or misappropriation is caused by:
  - Custower's misuse or modification of the TSG Software,

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#### ARTICLE XVIII OURSELLS ENSOUNTLION

- 18.1 INTERNAL DISPUTE PROCESS. The Parties small attempt to remove any dispute, comproverey or elain arising out of, calabing to, or is connection with, this apresent, or the interpretation, breach, termination or validity thereof (collectively, a "DISPUTE"), as follows:
- (a) Open either Perty determining a Diagnos exists, such Perty shall nestly the other fearty in waiting with a detailed sensual of the Diagnose (the "DIAGNOSS ANTHUR"). Such Diagnose (the "DIAGNOSS ANTHUR"). Such Diagnose (the "DIAGNOSS ANTHUR"). Such Diagnose (the DIAGNOSS ANTHUR"). Such Diagnose (the DIAGNOSS ANTHUR ") and DIAGNOSS ANTHUR ") DIAGNOSS ANTHUR ") DIAGNOSS ANTHUR "A possible so se not to prejudice either Party. If the ISON account Monages (as on such se to recover we see Diagnoss by anthur approach within twenty (20) business days following the date of the Diagnoss shall be submitted to the Customer's CBD and (SCC) President of the DIS DIVISION for resultation. The Parties' managements shall nest some CHI y discuss aum Diagnoss in an attaining to active as rescultation of such Diagnoss as possible so as not to prejudice either Party.
- (16) So long as 900 and Chostomer consain Affiliators, in the event that such Dispute shall not be an resolved by the Outbies' consequences which a fifty (90) days from the date of the Dispute Norther, the Dispute shall not be an arrectived by the Outbies' consequences which a fifty (90) days from the date of the Dispute Norther, the Dispute shall be submitted to the AMM Executive Committee (or its successor) shall meet and fully discuss such dispute in a strength or activate or resolution of such Dispute as promptly as goodable so as not to projuding either party. If such Dispute as to not so receives by the NDP describe Security Teaching the successor which returned (100) days from the date of the Dispute Notice, the Parties shall be free to subset the Dispute to binding arbitration as set forth in Section 18.1(c) below.
- below.

  in! If 180 and Costomer are no longer Affiliates, in the owest that such Dispute shall not be so resolved by the Pathos' transgements (and the ARR Executive Cosmittee if the Pathose are Affiliates) within the periods set forth above, the Despute shall be submitted to binding shiltentian pursuant to the American Arbitration Association (\*\*AA\*\*) converted oxiditation muses of the effect at the time of the subviseion of the Dispute to AAA. The Arbitration shall take place in Yout Worth, Towas or such other place as the Pathon say muncily spons. The arbitration shall be exciterated by a pace of three submittations the "ABSITRATION PANEL"), one of shirts that he sponshed by The second sponshed by Customer, and the whird jointly appointed by the arbitrature appointed by TSG and Customer. 187 and Customer shall acide by and perform any asord readered by the AbSITRATION PANEL"), one of appointed by the contrastion Panel. The Contrast intendition of Mispute will be reacted by application of the laws of the State of Powas and the Tames of this Agreement. The Arbitration Panels also the reacted by application of the laws of the State of Powas and the Tames of this Agreement. The Arbitration Panels also the properties the theory of such arbitration of such arbitration to suggest such determination. It begins the intention of the Portias that the standard for any judicicly raview of the State of character appeals to actions of obstimistrative agencies in the State of Your.

- Customer's failure to use corrections or enhancements made available by 1950,  $\,$
- Customen's use of such item in combination with any product of information not caused, developed on provided by TSG, except as authorized in writing by TSG, or
- Any information, direction, specification, materials or software provided by Oustoner or any third party. (4)
- If any such 700 Boltwars is, or in TOO's opinion is likely to be, held to constitute an infringing product, TSO shall, at its expense and option,
  - (w) Produce the right for Customer to combine using such than
  - (x) Replace such TSG Software with a non-intringing equivalent software, or
  - Wodify such YSO Software to make it non-intringing.

The rights and remedies stated in this Section 17.2 constitute the cole and exclusive remedies of Costoner, and T80 a untire liability, with respect to any Third Party Claims of infringement or misappropriation.

- VI.2 COSMONDE INDEMNIFICATION. Continuer assal indomnify, defend, and model hardess the TRS Indomnified Forties from and outline Indomnification of some restricting from arising out of, or relating to Continuer's remdering or providing of any services to a third garty in which Costomer usee TRS's Services or TRS Software to provide such Services.
  - 27.4 INTENTIONALLS DELECTED
- 17.5 CUSTOMER COMMENTS AND SUBLICENSES. Costoner shall indemnify, defund and hold harmless the TSO Indemnified Parties from and against all Indemnificule Louces resulting From, arising out of, or relating to Castomer's failure to obtain any consents required under Sontineo 3.1 and
- 17.6 DEFENSE OF CLAIMS; SETTLEMENT. In the event a claim is made or suit is brought which is convered by the indemnities in this Arthric ZVII, the Indemnitied Party shall give the Indemnitying Party notice thereof promptly offer becoming aware of sour clede provided that the Yathure to provide such notice will not reviews the Indemnitying Party of any calligation unless and only to the extent that such titlure scenarity prejudices the aboutty of the Indemnitying Party of context such claim. The Indemnitying Party shall at its expense, thereafter assure all responsibility for any claim covered by the foregoing indemnity and the Indemnified Party shall provide researchs assured.

- 16.3 CONTINUITY OF SERVICES. Both Parties agree to continue performing their respective endigotions under this agreement while the disputs is being resolved unless and until this Agreement amplitus or is constrained in accordance pressible.
- 18.9 EXPENSES. Each of Customer and TSG shall pay its own out-of-goodset expenses in connection with the conduct of the dispute resolution process set forth above. The conte and expenses of any orientation, other than out-of-process especies in connection therewith, enail be payable in accordance with the decision of the arbitration Core).

### ARTICLE NIX FORCE MACEURE

Execute nonconfo Second for the obligations to make payments because, each texty shelp be relieved of the obligations hereupder to the extent that performance is delayed or prevented by any cause beyond the reasonable control, including, without laintainto, delayes to or the unbounding or decisions required by the other Party, acts of God, public enselse, war, civil disorder, communications finities, tive, tion(a explosion, about disputes or strikes or any acts or orders of any governmental subcortry, feditives or fluctuations in slootfield power, best, light, sir conditioning or talesconcuriescince equipment.

- 26.1 TRESPONDENCE FOR SPEACH. In the event of corrods breaches of this Agreement, TSG of Customer may verminate this Agreement in accordance with this Section 36.1, provided that Customer gives TSG tolice of the intent to terminate within binecy (99) days after the date such breach occurred.
- (a) Open NSG's East the water both offseth Occurred.

  (a) Open NSG's Expregious Except of this Agreement, Customer may terminate this Agreement, provided that Customer gives PNG seven (7) days' written notice of the intent to terminate and TSO faile to cure the breach witch customer (7) days and provided, further, that such cure period will be extended in additional neven (7) days if TSO delivers to Customers a written pien to cure the breech of 1) best intentance, unless 353 curses the Equagious Green, the termination should be effective as of the tirst cay fallowing the and of the cure pariod or extended cure period as the case may be.
- under this Agreement, 193 may commission to testimate on the undigations under this Agreement, 193 may commission to test Agreement on can (10) days griswritten toutine to Customer of the intent to terminate and Chetmeer fails to cure the presch within such ten (10) days.
- (c) If either Party (i) is adjudicated bankrupt or insolvent by a court of competent jurisdiction. His subscandingly cases to the business or currently conducted, (iii) table or pay its debta generally as they become due, or (iv) taken anges to decare handrupter, wind up, discolve or liquidate (in each case, other then for the purposes of an assignation, restructuring, or reconstruction pursuant to which the sirviving satisy becomes board by or assaumes the obligations under this spreamment, or a sective, tracter or similar officer is appointed over for a limit boiler takes procession of all or a substantial part of such toxyla property or agents, or anything similar to any of the foregoing occurs in

relation to such Party under the laws of any jurisdiction, the hos-defaulting Party way terminate this Agreement on notice to the defaulting Party.

20.2 ENMEDIES FOR SENACH. Upon the occurrence of a breade of this agreement as sufficient in Zection 20.1 shows, the most deferiling Party shall have the right, in addition to termination of the Agreement, to suck all legal and equivable remodules to which it is entitled, subject to the limitations of liability contained in Article XVI homeof.

### ARTYCLE XXI MISCELLANEOUS

- NICCELLANDOOS

  21.1 ASSIGNMENT. (a) This Agreement and all of the provisions hereof shall be bredding upon and inner to the benefit of the Perlam hereof and their respective successors and pointies assigns, are better this agreement nor any of the rights, increase or notigations haveneds that he easings they any Party hereo without the prior written counsant of the other Party, which may not be uncasanguably witheleft. Pare Party shall respon in written quith its desired within thirty (30) days after remain of a request for monsors from the other Party, provided, however, not un 190 monsors will be required for Charleson's assignment for demand assignment) of this Agreement arising out of any transaction by which Charleson becomes disaffiliated with TSS. For purpose of this Agreement, a Change is Control of Charleson shall be considered un usulgnoom of Customer's rights and obligations.
- (b) Custower's poligations under this Agreement shall nontinue and service in the event of any bale, spin off or divestibute of Custower by its principal shareholds:(s), any Change in Control, or Destomar's paragree or consolidation with or into any Person. If any each perger or consolidation with or into any Person. If any each perger or consolidation concurs, the survivor of any such merger or boundliketion shall assume thatowers no origations and distance under this Agreement and shall be bound by the terms and conditions of this Agreement. In addition, if Custower should sell, divest, or spin off all or a substantial part of its assesse or business, in a wingle transactions or series of related transactions, then the antity resulting from to assignfully the business or assess of Custower's chilipprions under this agreement, and Custower also be substanted to put and perform Custower's chilipprions under this Agreement, and custower distinct and operform Custower's childportons under this Agreement, becautistationing the foregoing, any change in the scope, nature, against the case of quality of the Service, as a result of any of the described cransactions, shall be subject to the change success set forth in securing its above. Further, Tod shall have the right to lary additional reasonable charges (which cranges may include reasonable margins) accommendation with the actual nodes associated with, arising out of or in connection with any of the Change in Control, as a, apin, divestibute, merger, provailable on a shall have the reasonable margins.
- 21.2 NOTICES. All motices, requests, demands, and other communications to be given or delivered under or by reason of the provisions of the Agreement and I be in writing and shall be deeped given when delivered personally, on the next husiness day when sort by overwight Yedevo. Express, Dipress Mail or skalker service, on the third business day after being waited when oathed when called by certificiled or registered first blaze soil; return receipt requested, and upon receipt when sort by telecopy or electronic mell which a nonlimentar may by first-close world, to each Persy at the following address.

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DFNDT0006013 DFNDT0006014

applicable law, and, if capable of substantial performance, the revaining provisions of this Agreement shall no enforced as if into Agreement was embead into without the invalid provision.

- 21.7 PUBLICITY. Prompt as otherwise agreed, calcher Party shall have any right to the other Party's trademarks, service wasks, or trade names in connection with any product, service, promotion or publication, except that 180 may use Chatcher's mane on 180's extent tist and in resemble business promotion offerts by 180.
- 21.8 ENTINE AGREEMENT. This Agreement together with all Ocheoules hereto, constitutes the uniter agreement and understanding among the Perties hereto with respect to the subject matter hereof and subsected all prior agreements and orderstandings, oral no xistem, cetaling to each subject matter.
- 21.9 ANSBURNER, this Agreement way be avended or modified only by a artillet fustroment duly executed by or on behalt or each Party benetic.
- 22.16 COVERNING LAW. USIDS REPRESENT SMALL BE COVERNED BY AND CONSTRUCTE AND REPORTED IN ACCOUNTAGE WITH THE LAWS OF THE STANCE OF TOXAS, WITHOUT REGARD TO THE CONFLICTS OF LAW FRIEGIFLES OF SUCH STATE.
- ATTIL MO "MENNO-PORCY CONCEPTCO/APPGS. The Parties agree that this Agreement is for the parties of the Carties bareto and is one intended to confer any rights or benefits on any third party, including any exployee of eliker Farty hersto, and that there are no third party beneficiaries to this Dareewest.

(or to such other additions as that Party may have specified by notice given to the other pursuant to this provision):

The SEAST Group, Inc.
4233 Acon Cercer Sivd., MD
Fort Worth, Texas 76155
Attention: President, STS Division

With a copy to: The DADRE Group, Inc. Attn: Secental Coursel 4255 Acon Certer Bird., ND 4204 Yo. South, Dress 76525

It to Customer: TeleService Headcroes, Inc. 4035 News Carter Sind., MD 4236 Pt. Worth, Texas 76186 Abbontion: Proxident

Nith a copy to: TeleBervios Recturose, Inc 4333 Asun Carcor Sivd., MD 4340 Pt. North, Texa 76135 Attention. General Counsel

- 22.2 COUNTERVATES. This Agreement may be executed in one or more instruments all of which taken together will consulture one and the same instrument.
- 27.4 NO WAIVER. No delay or consistency elicar Party hereto to exercise any right or power consumder skill impair such right or present or he concerned to so a valver thereof. A waiver by either of the Dartice haveto of any of the obligations to be performed by the other or any breach thereof while not be construed to be a waiver of any succeeding breach thereof or of any other obligation herein contolland.
- 2).5 3IMVYVAL. The provisions of Sections 4.3, 13.1, 13.2, 15.2
  21.10, 08.11, 2.15 and Articles XI, 20, AV, XVI, XVI, XVX and XVXI shall excise any expiration or termination of this Agreement.
- 21.6 SEVERABILITY. Mossiever possible, each provision of this appearant will be interpreted in such a senser as to be affective and waird under applicable ray, but if any provision of this agreement is held to be prodicted by or westlid under applicable law, such provision will be december excitated to reflect the original intendicts of the Parties as searly as possible in accordance with

3.6

32.11 SCHEDULES; GOVERNERS EXCEMENTS. The terms and conditions of ony and cJl Schedules to this Agreement, as omethed from time to time by multiply agreement of the Parties, are incorporated into this Agreement by this Agreement and shall community to the Agreement agreement agreement agreement agreement agreement agreement agreement agreement.

23.14 RELATIONSHIP OF THE PARTIES. TSG shall be and act as an independent constraints becaused and no appropre of elicar Darby anall be descend to no an onglopen of the other for any surgons whencower. Note, Darby shall couply, at the own expense, with all applicable shall one configuration with all state and Sederal laws applicable to it as an employer and otherwise.

2x.18 MOR-SOLKCITATION OF EXCLUSES: burled the Perm of Leis Agreement and for a pening of one () year thereefeer, helshex party shall dixently solicit for employment the enter party a parameter

[TEXT OMITTED - COMPTDENTIAL TESATMENT REQUESTED]

[MEN'S ONITYTED - CONTINUENTIAC TRIVATMENT PROGRESSED]

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DFNDT0006015 DFNDT0006016

21.18 PAYMENT DISCREPANCIES. The Parties authorizing and agree that Custower has oeen properly involved one has pole for all Services received through the period exhip Occasion 11, 1997, and makiner Party shall be permitted to raise any claims of discrepancies with respect thereto.

(SIGNATURE PAGE FOLLOWS;

3.

IN WITISSE WHEREOF, the Parties have caused this Agreement to be duly operated by their authorized representatives as at the date tirst above written.

THE SERVICE PRECURCES. INC.

THE SERVE GROUP, INC.

by: Jim Guen

Dy: Tom Cook

Title: Vice Chaircon

Title: Prevident, SABRE Technology
Solutions Division

Date:

23

DFNDT0006017 DFNDT0006018

# SCHEDULE 1

# DEMONSTROSS

For the purpose of this Agreement, the following terms shall have the following meanings:

"SAA" shall weam the American Arbitration Association.

"ACCOUNT MARAGER' shoul be the person appointed from time to time by TOG to consult with Customer and consider Customer's needs in consection with the performance of this Agreement.

"AFTIMATE" would meet a because that directly or indirectly through one or more interpredicties Control of a control of a

"AGREENENT" shall have the meaning given in the presente derect.

"ARBITRATION PANEL" shall have the meening given in Section 18.1.

"AIRLINE INCIDENT" means an occurrence of personal injury, death, or property damage in connection with the operation of any aircraft.

"CLANGE IN CONTROL" means (a) the soquisition by any Person or group of became of 400 or more of the outstancing shares of voting stock, or similar equity interest, of Contamer, or (b) all or substantially out of the assets of Contamer are sold by a single transaction or series of relative transactions to any Person.

"CONFIDENTIAL INFORMATION" shall have the meaning given to such term in Section 14.1.

"COMPROMETIAL DAMASS" means droages consisting of lost profits, lost income, or lost savings or consequential, indirect, special, or incidental damages (however described). Consequential Damages does not include any punitive or exceptory damages.

"CONTROW" (including, with correlative meaning, the corms
"Controlling" or "Controlled by") means, with respect to any Person, the
light to exercise, directly or indirectly, note that fifty person of the
voting power attributable to the equity Interests in such Person.
("Controlling" and "Controlled" have correlative meanings.)

"COSTOMER" shall have the meening given in the presuple beneat.

\*\*CUSTONES DATA\* shall sown til all data that is provided by or or behalf of Customer to TSG in order for TSG to provide the Services, including keyed input and electronic capture of information by the Services, (ii) all data that is provided by or or behalf of TSG to Customor by means of the Services, and (fit) all data that is provided by means of the Services as a incorrection etap is using or producing any such data, including databases and files containing such data.

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"COSTONER FACILITIES SPACE" shall have the meaning given in Section .

"COSTONER LIGENTED SOPTNANE" shall mean the third party software lineward by Chaloner and used to the current data processing operations of Chaloner, and any additions to or reglacements for such software and documentation.

"CONTINUES ONLY) SOTTONES" shall each cottwers (to source onde ond organise code form), and all related systems design and wast decumentation, which is owned by Continues and used in the curvant data processing operation of Chabtones, and any additions to or replacements for such authorized and decumentation.

"CUSTONES THIRD-VARYN AGREEMENTS" shall mean agreements between Customer and any third party for the provision of products or services of any kind.

"DISPUTE" shall have meaning given in Section 18.1.

"DISPOSE MOTTOR" sholl have the meaning given to Section 18-1.

"EFFECTIVE DATE" chall mean July 1, 1996.

"MORDGIOUS INEACH" shall seem a material breath of contract that constitutes an intestional, unequivocal refuse to perform a material chilgotion of this Agreement than functions one or soom poses of the bergain between Carbonse and 180 to bee extent that a incompressionling coverable business generous would not have extend into the Agreement or would not continue performing under the agreement.

"MODIFICED" scall mean all office related equipment, telephone and tonsimize machines, supplies, lockeding Bandware, caned or lessed by Contoner and noncessary for TSR to parform the Services.

"SZPIRATION DATE" chall mean the first to occur of: [TEXT CMITTED COMPEDENTIAL TREATMENT REQUESTED].

"MARKENTION PRANSITION PERTOU" shell have the meaning given in decrious

"FEBS" shall mean, collectively, the fees and charges gaid to TSG by Costower for performance of Services as set forth in article  $X_{\rm c}$ 

"ORNERAL DAMAGES" shall foom lineses, claims, obligations, downeds, sessessments, files and pomphiss (whether mirdl or criownel), limblitton, expenses and mosts (furthering measurable fees and disburdements of legal counsel and accountance, bodily and other personal injuries, damage to tangible property, and other damages, of any kind or meture, auffered or incurred by a dorson. Now two

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evoldance of doubt, "General Damages" includes not only the actual damages of a Gorson, but also punitive and exemplary decodes and Consequential Homages of such Person.

PPREDRIPS shall mean computers and related equipment, including, but not limited to, central processing units and other processors, controllers, moders, communications and telecommunications equipment; (including radio equipment), cables, storage devices, printers, torminals, other peripherals and imput and output devices, and other tangible menoarizal and exectronic ergipment intended for the processing, input, output, storage, camipulation, controllerion, transcission and recrieval of information and data.

"INDEMITIABLE LOSSES" shall mess losses, claims, ubiligations, themsends, accessments. Flows and penalties (whether civil or criminal, thank the common terms of the c

- "INDEMNIFIED PARTY" shall have the wearing given in Section 17.1.
- "ENDEMNIFY/AG PARLY" small have the meaning gives in Section 17.1.
- "ISCN" shall have the meaning given in Section 6.3.

"ARM SERVICES" shall mean applications development and intermention management services. Including data processing and information services, information management, retaining, electronic data processing and velocomounication systems that are not described in Schedule 2.1 that are manufally opposed upon by the Darbico pursuant to Section 4.1. For purpose of Section 4.2, there shall be no requirement that the Darbico manually oppose upon the Services pursuant to Section 3.1 for such Services to be possible with Services.

"NEW SERVICE NEGOTIST" shall mean a written request delivered to TSG by Customer to request New Services and shall include the following, as appropriate:

- (a) A reference to this Agreement:
- $\langle b \rangle = A$  general description or functional specification of the New Services desired by Chotomer,
- $$(\alpha)$$  . Any openial objectives or constraints with respect to the budget and time schedule, and
- (d) . The priority of the work in relationship to other current or anticipated work.

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SCHEDULE 3.1 DESCRIPTION OF SERVICES

TEXT OMITTED - CONFIDENTIAL TREATMENT REQUESTED:

λ

"TSG" shall have the meaning set forth in the preamble.

"YES SUPEWARK" shall mean the Software exhed or Figuresc by TSS and made available to Chatamer by TSS in correction with the performance of the Services.

# INTERPRETIVE MATTERS

The Agreement to the result of the Parties' negotiations, and no provider of this Agreement seall no construed for or against either Party because of the authorabily of that grovision. In the interprevention of the Agreement, except where the context otherwise requires:

- 2. \*\*including\*\* or \*\*lockede\*\* does not describe or keply any limitation;
  - for has the inclusive mesning "and/or;"
  - . "aad/or" means "or" and is used for emphasis only;
  - 4. \*S\* retars to United States dollars:
- the singular includes the plural, and vice wares, and each gender includes each of the others;
- $6.\,$  captions or scadings are only for reference and are not to be considered in interpreting the Agreement;
- "Article," "Section," and "Subsection" refer to an Article, Section and Subsection, respectively, of the Agreement, unless otherwise stated in the Agreement;
- 8. If an ambiguity arises in a Subservior's Section's, or Article's cross-teforence to accoder Section or Article, the cross-referenced heading controls over the cross-referenced Section or Article number.

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"PARTY" shall meeh each of the signatories to the Agreement, and their successors and assigns as permitted by the Agreement. ("PARTES" dos the correlative meaning".

\*PASS THROUGH PERS' shall mean charges to TRG for certain services or graduate that it angulies from third parties to enable it (in part) to provide the Services, which charges TRG passes through as Iwes charged to Customer. The initial list of base Through Pees are identified in Schedula 18.9.

"PERSON" shall mean any ladividual, corporation, partnership, joint venture, brust, business association, governmental entity or other entity.

"SERVICES" shall mean the interestion management services, including dots processing and information services, information categorism, traditing, electronic data processing and telecommunication systems and shall consist of the services described on Schedule 3.1 and New Services.

"SERVICE LOCATIONS" shall have the meaning given in Section 3.1.

\*80YYMANE\* shall mesh any computer programming code consisting of instructions on attoembre in a form readable by individuals (course code) or machines (object code), and documentation and supporting materials therefor, in any form or medium, including electronic coden.

"SURSIDIARY" shall mean, with respect to any Permon, a comparation, company or other entity more than 50% of whose outstanding shores or securities (representing the right to wook for the sheeting of directions of other watering authority) are now or hereafter owned or Controlled, directly to lightwoill, by such Parson, but such corporation, congany or other entity shall be deemed to be a Substillary only so long as such connecting of Control exists.

"TORM DAMAGRS" shall mean codily or personal injury or death or damage to real or tangible personal property.

"TEG INDEMNIFPIED PARTIES" whall more TEG, its Affiliates (other than Customer), and teair respective officers, exployees and directors.

"YERM" shall have the meaning given in Section 3.1.

"THIRD WARTH" means a Person other than a Party or either Party's Affiliates.

"THIRD WARTY (WAIM" shall mean a claim of liability asserted against a Party by a Person other than the other Party or either Party's Affiliates.

"THIRD DARTY SOFTWARE" beams software owned by a Third Party and licensed to Customer or TSG and used in the performance of the Services

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SCHEDULE 10.1
SCHOULE 5.1 YES AND CHARGES

SERVICE LOCATIONS\*

SERVICE DESCRIPTION - CONSTRUCTION TREATMENT REQUESTED; .

(TEXT OMITTED - CONSTRUCTION REQUESTED).

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SCHEDULZ 10.4 VASS 15KOUG5 8KAS

TEXT OMITING - CONFIDENTIAL TREATMENT REQUESTED; .

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THIS AGREBMENT HAS COMPIDENTIAL PORTICES ONFITED, WHICH PORTICES HAVE BEEN FILED SERBANGED WITH THE SECURITIES AND EXCHANGE COMMISSION. OMFITED POWERIORS AND INDICATED IN LASS AGREEMENT WITH "LEST OMFITED - COMPIDENTIAL TREMEMBENT REQUESTRED)."

EXECUTION COPY

SERVICES AGREEMENT

between

AMR SERVICES CORPORATION

and

THE SARRE GROUP, INC.

Effective as of duly 1, 1996

DFNDT0006027 DFNDT0006028

### SERVICES AGREEMENT

THIS SHRYCES AGRACHENT, effective as of duly 1, 1996 (the "Ngressenth") between AMP ARRYCESS (SHROMATION, A Delwant componision ("Countenant) and THE ARRES GROUP INC. A Delware componision ("GGGM").

#### M T 10 N D D D D D D N

WHATURG, TOO is engaged in the business of providing contain management and information processing services, including, our not limited to, systems development services, posters integration services, management of telescondulations systems, cusputer operation services, facilities management services, the closers and software value of the content of the systems and related systems are services and related systems are services and

whiches. Customer and 180 degire to enter into a services agreement pursuant on which TSG shall provide so Cushoost the services described in this Agreement, on the Serms and Subject to the conditions set forth beeth.

LOS, MORREPORE, in consideration of the foregoing and the covenants and agreements set forth horein, the Carties hereto tersoy agree as follows:

#### ARTICLE I DEFINITIONS

- 3.1 DEFINITIONS. All defines torus used in this Agreement sholl been the meanings set fruch in Schesdule 3.3. Schedule 1.1 when sets fruch various interpretium machers for this Agreement.
- 1.2 SCHEDULES, when this Agreement refers to a Schedule, each Schedule is desend incorporated begain by reference for all purposes. All Schedules, as agreed to on or after the Effective Date, shall be deeme incorporated hereix upon the complete execution thereof.

# ARTICLE II

- 2.1 2009. Unless parties torwisated as provided haven, the term of this Agreement (the TDSMY) shall compense on the Effective Data and whall out the Explication Data.
- 2.1 EXTENSIONS OF THE TERM. The Term shall be automatically extended for successive (TEXT ONTING) CONTINUITAL INCAPENT RECONSTRUCT of FORTY CONTINUITAL INCAPENT RECONSTRUCT IN INCOME TO Expiration Date, income on the Term entropy of Congruing of the data on which the Term of the than-current consend period Gas applicable; expires. Executivate that the transfer consend period Gas disaffiliated, without party shall have the option, in its cole and absolute discrete, of any time air (6) contine following the disaffiliation to corrients this Agreement by giving bix (8) contho

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- (b) after receipt of a New Service proposal. Customer whall could be in witing whether Customer dealers to proceed at Customer's sale discretion with the work as specified therein or upon some meditized basis.
- (a) Upon Conference a scooplance of the terms of any New Service progress! Conference and TSG shall execute a supplement to this Agreement reflecting mutually agreed terms and conditions (a "SERVICES STROM, ANNUALLY, atl at which shall so incorporated in this Agreement by retoronce. After execution of any Services Supplement, 78G shall proceed with the work agenified therein upon the terms and conditions out forth therein and in this Agreement.
- 4.2 HEN SERVICES, Customer will allow ISG the same rights and opcontactions to bid on any New Services [TIXI OFFITED COMMISSENTIAL TEMPEMBER REQUISITED A Experiment of such New Services, 1f 180 monoses to bid on the New Services, Castomer shall sward such New Services to ISG if ISG's bid is as favorable, in Customer's measurable it distriction. To Castomer (in terms of cost, terms, vanufforelity and time to market) as the best bid Customer receives.
- and time to market as the best bid Customer receives.

  3.3 (NOTATION ASSISTANCE BY Text a period of no more than one bundered and receive) and assistance of the contraction have no tomerated on as the "Barlian Period Pe

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prior written notice to the other Party; provided, however, that prior to the expiration case TSM may not terminate (except for breach pursuant to Section 20.3) Services provided hexaboner to the attent such Services are required for Customer to continue support of American Airlines, American

# ARTICLE III

- 3.1 SERVICES. Subject to the terms and conditions of tois Agreement, YEO shall portions the Garwices described in Chichule 3.1 for Customer.
- 3.2 CHANGES TO SCOPE OF SERVICES. In the event that Chatters wields to request well/incutions in the Services, including well-lices, deletions and contrargements thereof, Character shall shaded such requests to 180 he withing. See all ordeason to within a sixty (see large (or such shorter time as is reasonably practicable) from receipt of Castomer's Writter request you and with most receipt of castomer's Writter request you and with a such scaling and request are provide Castomer with a good falls estimate of the costs, if any, to Castomer of such scaling and instruction and such castomer of such scaling modification repressed and Castomer about pay the agreed charges, it any. NOR will not be required to take any such scaling allowing the such scaling allowing the such scaling allowing the such scaling allowed to the scale basis as TOS did prior to the winted execution of any such written agreement is volusily executed.

#### 3.3 MANAGEMENT OF TSG RESCRECES.

TSG shall have the right to manage all TSG resources used in providing the Services.

# ARTICUS IV AUTHORIZATION OF NEW SEPVICES; RELATED DOCUMENTS

- $4.1\,$  PROCEDURES. Any and all New Services, shall be authorized and directed as set torth below:
- (a) Contoner boy deliver to 189 one or more New Service Bequest. After receipt of a New Service Enquest. 795 shall prepare and deliver to Customer a promoted in response thereto we promotly as resonant process. It is not continued to the preparation of any such proposal. It is 180 plans to charge clastower for preparation of any such proposal. The service of the content of the content of the proposal. Service and the proposal sould be proposal to the proposal sould be proposal to the proposal sould be proposal to the proposal to the proposal sould be prepared to the preparation of the proposal sould be prepared to the preparation of such proposals, except upon the written concept of Customer's respect to the preparation of such proposals, except upon the written concept of Customer.

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The charges set furth in this agreement are based on the assumption that Services will continue to be provided by 138 to Charonax at Customer's operations and service lengthous in existence as of only 1, 1398 as identified in Schedule 5.1 (the SIGNIVE LOCATIONS!). Nothing in this Agreement shall prevent Customer from charging, commolidating, eliminating or adding after July 1, 1398 any Service Location, stocked Customer will endeavor to provided TSS with at least one fundated and twenty (130) days prior written works before any such charge, conscillation, alimination or ordainion. If any such charge, conscillation, climination or ordainion. If any such charge, conscillation, (Immination or ordainion. If only such charges the charge of the Services, then there will be no adjustment in the charges between the ordain hand, any such change, consolidation, elimination or addition causes more than a destinate increase in costs to TSS in the nonclinating performance of the Services, the other hand only the continue of the Services, the services, the services, the costs of TSS in the nonclination performance of the Services, the services, the services, the services of the Services, the services, the services, the services of the Services, the services, the services, the services and expenses of making such change consolidation, elimination or addition upon Customer's written aggreed to such services.

### AFFICER VI PROUBOY SYATE

- 6.1 THE SUBCONTRACTORS. THE TWO May utilize embedding actions the terms of the Term, subject to THE commining primarily liable for the performance of the Services and such subcontractors agreeing is writing to establish
- 6.2 MANAGERIAL CONTROL. TSG shall have complete managerial control over its employees. TSG shall have sole responsibility for selection, supervision, daily direction and control of the work of, and may directed, replace or reseasing at any time, any manher of the project staff however.
- 6.2 IMPORMATION SERVICES CONTRACT MANAGER. Distormer shall appoint a contract coordinator to implement this Agreement (the \*INFORMATION SERVICES CONTRACT MANAGER\* or "ISCM"). The ISCM's regularibilities shall be to (s) serve as primery point of contact for ISCM, (b) be responsible for the implementation, management and enforcement of the Agreement on behalf of Costoner; and (c) supervise postcommance of Outcomer's orligations under the Agreement. Costoner will notify TSG in writing of its appointment of an ISCM and his/her successors.

ARTICGS VIII COSTOMER OSLIGATIONS

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- 7.1 SERVICES AND OTHER OBLIGATIONS. During the Term, Chattemer will provide ISG with all necessary and reasonable resources, information, direction and other assistance, as may be requested by ISG from time to time, in connection with the Services. ISG's compactatuance of ics obligations harmonder will be excused to the estant caused by Customar's Tablume to timely provide woch inceedancy and reasonable resources, information, direction and other wasiatuance.
- direction and other wealstance.

  1.0 D09/00009 PACLICITIES AND PRENTITE SERVICES. During noe levem, for Dervices performed by TOS on othe or Customer's tactilities, Charomer shall provide to TOS, as no cost to TOS, such access to and use of adequate space and facilities required for performance of the Services (collectively, the "CLETCHER SEALENTIES SPACE") for so long as and to the attent that the Customer facilities space is commanded to received by 190 to without well perform the Services. Countoner will also provide, at Customer's expense, all utilities, required incernal robbing are electrical inscallations for 190 at the Customer facilities days and any leavies acceptain which the Services will be performed. Dozomer will provide 780 with legal and physical access will be performed. Dozomer will provide 780 with legal and physical access to Customer's Facilities peace between Customer represente to TOS that all facilities provided by Customer. Under this Agrammant are are shall access to the Customer which will be a sealed all the seal and service in may Customer Publishes Space, TOS shall copyly with the outbooky and scorenable politics governing access to and use of the facilities in effect from time to time, provided, however, that much politics shall not discuminate with respent to TOS or the employers, agents or contracture.
- 7.1 CUSTOMER RESALE OR PASS-THROUGH OF SERVICES. Other than as provided in Section 13.4, multimer Customer for 12s ACTILIARES may resent or otherwise provide any of the Services provided hereinader by 185 to any servon other than a Subaldbary of Distomer, without the prior written consert of 783.
- 7.4 INSURANCE, During the Term, Customer shall procure and maintain with insurace of escognized financial responsibility, Coopersaive Control Liability and Asiation Invarance coverage, including contractual liability oversage pertaining to the indemnification only opinions of Customer under Africle XD1 of this Agrancent, with limits of not less than [TEMP ONDITION CONTINUE AT TRANSMENT NACHESTER, cooking a single limit per countrace. If Customer and FSG are not Affiliates, Customer shall annually provide TSG with evidence of such coverage with the following special
  - Yee insurer(s) shall accept and insure transmer's indemritication and hold haveness requirements pursuant to Article XVII of this Agreement.
  - Rach of the TSO Indemnified Parcies shall be included as an additional insured, to the extent of the Costomer's indexpitication and held barwless obligations hereunder.
  - The invarer(a) shall waive any rights of subrogation they may or could have against any of the TSG Indexnified Parties, so the extent of the Customer's indexnification and hold haraless durigations improceeder.

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 Such policy(ies) shall be privary without right of contribution from any instrance carried by TSG, to the extent of Customer's indectification and hole nervises obligations berounder.

- Such insurance (i) shall not be 'nvaidated with respect to any
  of the TSO Indexnified Parties by any action or inaction of
  Customer, and (ii) shall leaves such of the TSO Indexnified
  Parties regardless of any broach or violation of such policy by
  Customer.
- Such insurance policy(lex) way not be canceled or caterially changed without at least thirty (30) days prior written notice to TSG.

### ARTICLE VIL: CUSYOMER RETAINSD RESOURCES

- 8.1 OMBOTHED CONTINUES RESCRIBERS. During the Parm Chetapoer will provide to TBG, at no rook to TBG, access to and use of all of the Zepigment necessary for parformance of the Services. Customer should be responsible for all canged costs and expenses relating to the Equipment, including, without limitation, the insurance, maintenance and taxos. TSS will from time to consider the recommendations for (1) additions to the Zepigment for improvement of the Services, and (ii) explanements of the Beptigment for the maintenance of the Services at its existing levels. If Quanter determines that replacements of the Lepigment are not needed or defines to participate in the acquisition throat to a degree unscanged the to TBS, TBG chall blarrafter be relevand of any Service whiteations under this Accesses. Lor the affected Services, or the extent the faiture to acquise registerence of the Sequipment adversely affects TBG's shiftly to properly perform the
- 8.2 NATMONT PARROWSINGLITY 90% CHAIGNES PRESIDED NATURES.
  Chatcher shall be reaponeible for all securise dear to third Parties with respect to the Equipment and other resources described in Section 8.1 and the Coatscher Third-Party Agreements and for any related charges (including late 2cos, intercos, taxes and lagal expensed) provided that TSO while to responsible for any much charges (including late tess, intercos, taxes and legal expenses) payable primarity due to 180 s non-partermance or mis-performance (unloss as may be exceeded pursuant in Anticle N.11) with respect to such Epripment and Charlose Third-Party Agreements. TSG shall not be responsible for any act, omission, delay or default by wendows or other chird parties in the course of performance of any Charlose Third-Party Agreement.

# ARTICLE IX SOFTWARE NEEDED FOR SERVICES

8.1 CUSTOMER LITERISED SOFTMAPE. Customer hereby represents and warrants is will obtain any Miceaseus, consents, approvals or authorizations from Mird Perties necessary for 1981 to legally and psysically ancess and use any Customer Miceased Software necessary to perform the

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Services, and will provide written evidence of such consents to TBS upon. TBS's required. Customer such is pay \$11 cones and expenses assectioned with the Chatomer vicensed Softwers, including as I required themse, interlisting maintenance and suppreds fees. The Customer Educated Softwers will be made evaluable to TBC that form and colored softwers will be made evaluable to TBC that form and colored softwers will be made available to TBC that contains a form and colored softwers will be made available to TBC that operating on Consomer's behalf, together with appropriate documentation and other materials.

S.2 GEROCORP ONNED BOFTWARE. Customer will provide test with noject code and source code for the Customer Owned Saftware, if any, necessary for T80 to perform the Services, together with any consents, approves, or authorizations from third perfices necessary for T80 to legelly and physically across and use the Customer Conded Software in both object code and senter tode from, for purpose of providing the Services, and will provide written swidence of such concents to 180 upon 180; request. The Customer Owned Software will be awaitsals to T80 in a form and or redia compatible with the equipment tose is then operating on Customer's burball, vogether with appropriate deminocation and dother materials and will be provided in a timely mannet when required by T80 in the performance of the Services.

### ARTICLE X FEES AND CHARGES

- 10.1 FIRE AND CHARASE. For each counth during the Term, Distance shall pay 108 the Peas anown in Schedule 10.1, so may be adjusted as provided in Section 10.2. Except as observice agreed by the Parties in writing, Character thall dony be compiled to gay for Services described in Sendella 3.1 and provided by TSG purcuant to the Peas Schedule whown in Schedule 10.1.
- $16.2\,$  —adjusyment to Charges. [Text omitted Corridential treatment regiserton].
- 10.3 MEM SEPTICES PEES. Onless otherwise agreed in writing by Customer and TSG, in consideration of TSG() provision of New Services, for each routh during the Torm, Customer shall pay to TSG into aggregation Zeco determined using the uniform contract rates shown in Schedule 10.1, as the some may on adjusted pursuant to Section (6.2.
- above, TSG may size charge Chartoner for other emounts expressely payable to TSG outer this agreement. In addition, Customer shall retain responsibilities for Face Through Fece as otherwise specified in this agreement.
- 10.5 OHY OF MORREY EXPLOSION. For any Service which is provided by TRG personnel weap from their principal fenantism of bendessa at Customer to request, Chetomer till pay or reimburse TRG for actual travel and incidental expenses incurred by TRG personnel in connection with the

performance of the Services heretader; provided that such expenses are incurrent in a macher consistent with %50's own standard travel expose policies applicable to its own employees.

ARTICLS XI

# PAYMENT SCHEDULE

- At 1 PRODUCES. TOS will except as investe to Chartemer for all Services provided normunder on a monthly basis, containing a creenty and detail of the relevant information in substantiate the Pres and monages. Invaines whill be sent to Chartemer at 4255 Area Carter Divil, NO 4216, Fr. Morth, Teach Tolia, Anth. Accounts Popuble, or to such other address as Chartemer and address to Chartemer and the continue of the sent to the charter of th
- II.2 Time OF PAYMENT. All sons due TSG under this Agreebent will be due and payable within thirty (36) days after media, by Chetomer of an invoice from TSG.
- 18.3 DISPITED INVOICES. If Customar in good faith reasonably disputes or invoice for sums owed becomest, the following shall apply:
- (a) If the dispated invoice la greater than or equal to the prior weach's invoice, Customer shall pay 700 all undispited amounts, but in no event less than minety percent (90%) of the prior worth's payment.
- (b) It the disputed invoice is less than the prior smoth's payment, Customer shall pay TSG all undisputed amounts, but in no seem less than ninety percent (90%) of the disputed invoice; therefore, in such event and irrespective of the amount in dispute. Occarbed may not in respect to the disputed invoice whicheld payment of any amount in exposs of ten parcent (30%).
- (c) In no swent shall a Party a adherence to the provisions of this Section 11.3 be construed as constituting a valver by either Party of any cloims against the other Purty.
- (d) . All disputed smoothts shall be resolved in accordance with the Dispute Resolution process set forth in article XVIII hereof.
- 13.4 LATE CHARGES. Following the period when TSG and Customer are locager ACTALLAGES, any each due TSG Isreander that is not paid when the shall been interest from the date due until paid at a rate of interest squal in two percentage points (RM) per namum shows the puther rate officerated true time for time by the principal New York office of Citibans, W.A., but it no eyest to exceed the excitate rate of interest allowed by applicable law. Superishmentation the shows, interest shall not accuse on any past due seem during the period with sum has been reasonably disputed by Customer.

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- TALES

  THE ALLOCATION OF RESIGNABILITY FOR CERTAIN TAXES. CLASFORM SHALL be respectively for (and anal) indomnity TSO for) national, tederal, estate and local sales, use, excise, value added, withholding, registralize, fees, stamp stakes and importation and rastood decay cases or similar bases (including penalty and interest imposed on TSO saising from this Agraement, excluding state in a result of any reincorrected under this provisions. All payments taxes imposed based on 180% as incomes, and early additional tax imposes on 180% as a result of any reincorrected under this provisions. All payments through a result of any reincorrected under this provisions. All payments decidentics for any present or future texts, lavies, laposts, deductions, charges or withholdings, and all limilities with respect theorets. If Clistoper shall be required by law to deduct any such associate from or in respect of any such associate from or in respect of any such associate from or in respect of any such associate from or in respect to the such at a first saking all recipied deductions 180 precious as amount equal to the such two did have tenedived had no such deductions been made.
- 12.2 PROPERTY TAXES. Such of TSG and Customer is responsible for the reporting and payment of any advalures taxes due no property assert by it on weaked by it from a third party.
- 11.3 SAY CLAIMS. If SDO receive notice from any taxing authority with respect to an autonoment or governed, unaccomment or impossition of any tax or other amount that the Customer would be responsible for paying pursuant to Dection 12.1 above, 700 shall promptly notify the Customer in writing of such motion, and shall, subject to Customer to consend the customer distance ion, numerate or permit the Customer to consend or commendate such proposed can as Obstomer's supposes. Subject to the reasonable distinction of the Customer, Customer's suppose. Subject to the reasonable distinction of the Customer, Customer's suppose. For a relation of varies are supposed to independ of varies of the customer's suppose. For a relation of varies of the varies of the variety of the customer's suppose. For a lation of variety of the vari
- may researching request in minimizing cases incurred by the other Party may researching request in minimizing cases incurred by the other Party in connection with these Agreement, provided, however, that a cooperating Party should be not required in thise only seen that bound be satisfiably disadventegoous to its outliness or operations or would require in to incur montrial solutions control whose the requestions party agrees to reference to the cases of either Party, such cooperation shall include, without limitation, caintaining records at reasonably necessary for teaching the other Party to copy, at the cooperation shall include, without limitation, caintaining records at reasonably necessary for the party of the party to copy, at the copy of the control of the party of the party of copy, at the copy of the party of the pa

# ARTICLE XIII PROPRINTARY RIGHTS AND LICENSES

13.1 TOO PROPRIEDANY INFORMATION. TOO retains all rights, title and interest in and to any and all TSG Software and documentation, pefeward development tools, know-how, methodologies, processes, technologies or obgonitions used in providing the Services that are trade sentences or

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with the potential liability arising from the dustoner's resale of FGS Services, 183 may (consideraly revoke Guetoner's right to resell FGS Services to any or all teris parties.

# CONSIDENTIATITY

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  CONCEPT No otherwise provided do this Personent, 7920 and Distance soon agree than all information communicate of it by the other, including, which is limitation, the terms of this Agreement, which the raciplence party knews or her reason to know le the confidence, but the confidence, will be used only for persone of this Agreement, and will no be disclosing early FromToNETHE INFORMATION\*) will be received in strict confidence, will be used only for persone of this Agreement, and will no be disclosed by the teciplent Party, its agents, subcontrontors or comployees without the prior written consean of the other Party. Tay and Oustcome each agree to the the same meshs it uses to protect the one confidential information, but is any avoid tool less they reasonable parales. However, nature TSO now Controver shall be provented from discreasing information which belongs to such Party or is (a) already shown by the recipions Party without mobilestian of confidential information; (b) publicity known or occames publicly knowledges to such Party or is (a) already shown by the recipions Party without mobilestian of confidential discretiant on chigalism of party without, which is appropriate through as usauchorized act of the recipient Party; (c) rightfully known through as usauchorized act of the recipient Party; (c) rightfully known or occames publicly independently developed without use of the other Party's Confidential Information, (c) approared by two other Centy for disclosuracy or (f) required to be disclosure. Notwitists anding the foregoing, Customer shall be entitled to disclosure. Notwitists anding the foregoing, Customer provided, that any extendence to any potential purchaser of all or substantially all of the stock or assets of Customer; provided, that any the times of this Agreement to any potential purchaser of all or substantially all of the stock or assets of Customer; provide
- street as these in this Sentino Ge I.

  GENERAL KNOWLEGER, Biller Party may anhance the generalized knowledge and experience during the Term and may already powers or bereafter obtain concepts, data. Alsoweries, Jidean, information, kinenthese, know how, knowledge, methodologies, processes, graducts, skills, betwinjunes arobit other work product, whether or not petentable, that are generally similar to their work product, whether or not petentable, that generally similar that into be interpreted as limiting either Party's rights to develop, display, karber, obtain, can, publish, provide, release, sell, transfer and/or use. In any manner whatesever, any such generalized knowledge and experience add/or any such concepts; provided, nonever, that the kardies shall in all events comply skill Section 5.1. Pursuer, each Party shall be from the provided that is the Services that are in nontangible form and may be retained by the Party's Leeperlies employees. Either Party may acquire, licease, market, distribute, doorlong for itself or others, or have othere downing for its, dedicin technology contempleted by this Agreement.

ARTICLE ZV WERRENTIES

3.1

proprietary information of TSS or its Affiliates (other than Costower) or otherwise owned or licensed by TSS or its Affiliates (other than Costower).

- 13.2 CUSTOMEN DATA. Information relating to Clabomer contained in Customer's data files (MONEYOMER DATAM) is the exclusive progestly of Customer. TSG is authorized to have legal and physical arrose to and make use of Customer Data for the sols purpose of performing the devices. Dgc: expiration or torounation of this Agreement, the Customer Data School, or Customer's written repeat and disconting, suffer to avaised from the data files maintained by NGC or, within thirty (10) days from Custommer's written reguest and disconting this thea existing machine-readable formar and media.
- machine-readable Formal and media.

  13.3 Colones to les softwave, but me the New, 783 gradual in Courcour o limited, con-excisione and non-transferable right and fidence to use not 567 Software to object code form only, stringly in accordance with the terms of this agreement. The rights bereby granted are limited to Dustrower's use of the Software in the rights bereby granted are limited to Outdrower's use of the Software in the rights bereby granted are limited to not only the Software in consecution will further an incommany on admend are not string to the 188 Software in the Software
- in Central.

  17.4 SUSLICENSE. Custommar shall not transfer or sublicense the TSG Software of any component thereof to any Person, whether by operation of law or otherwise, without the prior butter, consent of TSG. Notwithstanding the processor software of the component of the nonlinear execution of this Agreement as act forth on the signature page, Customer shall have the right to result SOS Services to Pillip parties only if prior to resulting any PSG Services to any third party. Customer enters into a written agreement with such third party which contains: () warranty disclaimers, limitations of Mindbidty and indepolition to provide my in the fore substantially similar to chat set toth in Schedule N.A. Service, (ii) Customer satisfaction for required pursuant to Section 7.5 shows, and (iii) a prosibilition of the further received of PSG Services by such third perty. Checkmer shall provide TSG with copies of such written agreements inseducedly upon request by TSG, and in the event that TSG resecondly determines that any such agreement does no morphy with the provisions of this Section 13.4 or if 180 otherwise reasonably helicense that it is not adopticely protected to connection.

if.1 NUTUAL MARRANTIES. Each Farty represents and warrants to the other their (i) it is a componention duty organized and validity extering and in good standing under the laws of the jurisdiction of formation and/or place of principle husiness; (ii) the performance of its obligations hereucher has been dily authorized by all accessary components action; (iii) this Agreement is a legal, valid and binding obligation enforceably against it in accordance with its evens subject, as to anticonnent, to bashrupley, insolvancy, components, implication, impulsation and other laws and equilable perinciples relating to or affecting the enforcement of creations, 'wights generally as they say be applied in the event of the bancrupty, 'analyzed, and the event of the bancrupty, and in applicable to, such Fasty; (iv) settles the execution and delivery of this Agreement out the performance of any of the obligations becomeded, out the consumed for a two of the transactions contemplaced hereby, will violate any agreement to which it is a factly or any provision of ind Corntificate of Innonprovidion, Articless of Innonpro

15.2 NO OTHER REDPESENTATIONS OF WARRANTIES. THE MARKANTIES OPECIFIED LIBERIA ARE THE DRILL MARKANTIES OPECIFIED LIBERIA ARE THE DRILL MARKANTIES OF THE MARKANTIES OPECIFIED LIBERIA ARE THE DRILL MARKANTIES. CONCRET AS DRICKINGS OPECIFIED HINCH MARKANTIES, OF PROMISED AND MARKANTIES, OF MARKANTIES, OF MARKANTIES, OF MARKANTIES, OF MARKANTIES, OF MARKANTIES, OF MARKANTIES OF MARKANTIES OF MARKANTIES OF MARKANTIES AND MARKANTIES OF MARKANTIES.

# ARTICLE XVI 1/1/10/14/10/14/10/14/10/14/10/14/10/14/10/14/10/14/10/14/10/14/10/14/10/14/10/14/10/14/10/14/10/14/10/14/10/1

- 16.1 INTENDED ALLOCATION OF RISES. The allocation of risks between the Partier, and the limitations on the Partier liabilities and remedies, set forth in this Article EVS and elsewhere in this Agreement are specifically intended by the Parties, we pure of their organic (i.e., part of the consideration for their other respective benefits and onlightions) in this Agreement. The Parties acknowledge that they have negotiated, with the advice of legal coursel, such allocation and limitations.
- 16.2 HO LIABILITY FOR ORDINARY MEGLIGENCE. IN MO EVENT WILL TEG SE LIABLE TO CUSTOMER FOR ANY GRORFER, DAMAGOS EXISING OUT OF OR IN CONDUCTION

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WITH THIS AGREEMENT OR THE PERFORMANCE OR HOW-SERFORMANCE OF THE SERVICES, OXIGINE SUCH MOST, MINNIHITY, DRAWNER OR OXFONDE SMAIL ON DIE TO THE GROSS NEGLECTOR WILLIAM RECORDING OF THE

- 16.3 MO CONSEQUENTIAL DAMAGES. IN NO EVENT SPAIN, THE RELIGIOUSER'S CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OF THE SERVICES, EVEN IF THE MAS BEER ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. MORTHER, IN NO EVENT STALL LITTURE PARTY BE CLASHED TO THE CONNEN POR ANY DESCRIPTION OF MEMORIARY COMMODES ARISING OUT OF OR IN CONNECTION KITH THIS AGREEMENT.
- 16.4 LIMITATION OF LIABILITY FOR GROSS REGLIGENCE. TSG-9 LIABILITY ARISING UNDER OR SELATING IN ANY MANNER FO THIS AGREEMENT FOR GENERAL DAMAGES REGSIEVELG TROM TRG-8 GROSS MODITORNER ON WIGHTEN MEDICONDUCT IN TRE FRANCESCHEN OF THE REPUTIES RESERVEDER FRANCES FOR DE LIMITION AS FOLIAGES: CYCHY CRITTED: CONFIDENCIAG TRANSPROT ENQUISITED:
- 16.6 THM FOR CLAYMS. A Party may assert or main a chair against the other Perty for any breach of this Agreement, or for that other Party's lieblisty under this Agreement (including an Indemnistration Claim), only within two years after the breach or other event constituting the basis for that claim occurred, oven if out discovered until after that two-year partial Revertheless, the two-year limit on the time for assuring or making any claim site into apply to a claim (including an Indemnistration Claim) broad on a Third Party Claim.
- A6.6 NOUNTABLE SECURE. To the extent that any momentary vallet available under this Appreniate is not an edequate meanly for any Ermanh of whits Agreement, or upon any breach or impending breach of Seculate 13.2, 13.4, 14.1, or 3.15, whe non-breaching Earty shall be earlied to injective relations as remandy for this breach or legicaling breach by the other Party, in addition to any other remadise granted to the non-breaching Earty in rois Agreement. That injective motion must be ought through arbitration in accordance with the Disputs Passolution Procedure.
- 16.7 EXCLUSIVE REMEDTES. The rewedles described in this Agreement use the exclusive rights and remedice of a Fusty regarding any incode of this Agreement or any matter that may be the subject of a cloim for liability under or velicing to this Agreement.
- 16.8 NONCOMMENTER REMEDIES. If a particular rememby for a breach of, or the occurrence of any other event described in, this Agreement is specified in this Agreement, that remedy shall be the excitative remedy upon such a breach or event, exercibeless, if wore than one tendy for such a cream or event a specified in this Agreement, the Porty omnitied to a remedy set elect or choose between the swallable remedy easy, and may not commisse entering multiple remedies, upon such a breach or event. Nothing in this Article XVI shall affect any liability of a Party for Tort Danages or Indemnifiable Losses under Article XVII.

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The rights and remedies stated in this Section 17.2 constitute the cole and exclusive remedies of Charmers, and Tole a softer liability, with respect to any Chird Astrop Charms of infiringement or minaphyopolarisms.

- 17.3 CHSCOMER INDEMNIFICATION, Chainner shall indemnify, defend, and hold hermless the TSG Indexnified Parties from and against Indexnifiable Losses resulting from, attemng out of, or relating to Costomer's remdering or providing of any savigates to a third purpy is which Customer uses (ISG); Services or TSG Software to provide such Services.
- 17.4 AIRLINE INCIDENT INDEMNIPOLATION. Customer (see the Indexnifying Perty), shall indeenify, Defend and hold harmless the TSO Indexnifying Perty), shall indeenify, Defend and hold harmless the TSO Indexnified Perties from and assumed as and all Indexnificable Losses resulting from, artising ore of, or releging to any Whither Indicate. For the avoidance of doubt, Customer's indemnification obligations in connection with tile Section 17.4 settend to, and 180 man, how no stability wintercover in connection with, any incidental, indirect special, exceptancy or connection that individual, indirect special, exceptancy or connection with any incidental individual plant of the, how or dark, loss of profits or loss of Business, incurred by Customer, any of Customer's sublinearness present to Sections 13.4, or any third party as a result of or it connection with any Airline lendent. On taxtice intend that the CSG Indexnified Sorties be indexnified novelebeling any itselfity that CSG might orboxylebeling have under Saction 17.1 relating to any Airline Incident.
- defend and hold narwhess the PSK Indemnifed Warther from and against all indemnife, described and hold narwhess the PSK Indemnifed Warther from and against all indemosfismile indems we wealthing from, arising out of, or relating to Castonary failure to outsit may consents required under Sections 3:1 and Psk. Consener shall further indemnife, defend and hold harmless the TSS Indemnifed Parties from and against all indemnificable Eases resulting from antising out of, or relating to may resale of YOS Services Plans as contemplated by Section 13.5.
- (1) 6 DEPRING OF CLARM, SETTIMMENT. In the event a choic is made or woit is brought which is covered by the indemnities in this Article XVII, the Indemnitied Party shall give the Indemnities in this Article XVII, the Indemnities of the second wave of neath claim provided that the Editor to provide such notice will not relieve the indemnitying Party of any chligation unless and only to the content that such tellure actually perpindings the solitary of the indemnitying Party that a content can such tellure actually perpinding the solitary of the indemnitying Party shell, at its expense, thereevelter assume all responsibility for any claim towards by the foregoing indemnity and the Indemnities Party shell provide reasonable selectains and cooperation during the defense or sentences of the claim.

# ARTICLE EVILLE DISPUTE RESOLUTION

18.1 INTERNAL DISPUTE PROCESS. The Parties shall attempt to consolve any dispute, controversy or claim arteing out of, relating to, or in commention with, this Agreement, or the intergretation, broads, termination or validity thereof (collectively, a "DISPUTC"), as follows:

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10.5 WAINER OF REMEDIES. No forbearance, delay, or includence by a Darty in entorcing this agreement, within the applicable time likeline stated in this Agreement, scalin projudice the rights or records of that Berty. No waiver of a Darty a rights or recorder regarding a particular orease nt, or constructed or any other asset described in, this Agreement, mustibutes a waiver of those rights or resembles, or any other rights or beausities, and regarding appropriate the regarding app

### ARIFCUS EVIL INSEMNIFICATION

- 17.1 GENERAL INDEMNIFICATION. Subject to the limitation set forth in Section 16.4, some Parry Sealt indemnify, defend and wold beradess the other Parry betton, their respective officers, employees and directors (the "MOROMANIPAD PARTY") from and against any and all lost lamages which origes out of the negligence, goose negligence or willful Miscondado of the indemnifying parry (THOMANIPATHEM ARTY"), its agains, weapploymes or contexactors in connection with the Indemnifying Party's performance of this Armosport.
- 19.2 INTOLLEGIBLE PROPERTY INTERFFICATION BY TSG. 180 shall indensify, defend, and hold bardiess Customer from and against any and all indensificable Lucases string out of, or relating to any claim by a third party that any TSG Software provided under this Agreement infringes a currently existing United States copyright, misappropriates a trade secret, or willfully infringes a United States that TSG shall not indensify Chatmase, however, if the chall of intrinsecent or misappropriation to consed
  - (a) Customer's misuse or mudification of the YSG Software,
  - (b) Chatcason's failure to use corrections or enhancements made available by 190.
  - (a) Customer's use of such item in combination with any product or information not owned, developed or provided by TSU, except an authorities in writing by YSU, ox
  - (d) Any information, direction, opecitication, meterials or software provided by Customer or any third party.

If any such TSG Software is, or in TSG's opinion is likely to be, held to constitute as intringing product, TSG shall, at its expense and option, oither:

- (w) Produce the right for Customer to continue using such TEG Software.
- Replace such CSG Spitzers with a non-intringing equivalent activers, or
- (7) Modify such TSG Software to make it non infringing.

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(a) Upon either Party determining a Dispute exists, such Party should notify the nober party to writing with a detailed account of the Dispute (the MISPUMY NOTICE). Such this puts shall be fully discussed by the LSCM and Account Manager in an attempt to actions a resolution of such obegins as groups; yas possible so as not in prejudice atther Dairy. If the ISCM and Account Manager are table as to resolve such Dispute by outly agreement within twenty (20) bushness days following the date of the Dispute socies, such Dispute shall be submitted to the Customer's CMP and (2002) Proceedings of the SCO Division for recolution. The Parties' managements of the SCO Division for recolution.

(b) So long as TBO and Customer recala Affiliates, in the execut that such Disputs sink tool on a conserved by the Parties' encapasatis within fitty (56) days from the date of the Plague No.Let, the Dispute shall be submitted to the AME Organitys Committee (or its successor). Noe AME Executive Committee (or its successor) shall meet and fally discuss such Disputs in an attempt to artifere a testicitor or such Disputs is no attempt to artifere a testicitor or such Disputs is not properly as reasoned by the AME Executive Cormittee (or its successor) within one hundred (100) days form the date of the Disputs be not as surely the AME Executive Cormittee (or its successor) within one hundred (100) days form the date of the Disputs before the Parties should be five to surely the Disputs be principled.

- below.

  [c] IS TOM and Customer are no longer ASSILietes, in the owen that such Dispute shall not be as reactived by the Eaction' managements (and the AMP Executive Committee if the Perties are Affiliates) within the periods at Corth shows, the Dispute shall be summitted to simplify athitisation, gursuast to the American Arbitration Association ("AAA") consecrated arbitration fulls as in effect at the time of the submission of the Dispute to AAA. The arbitration shall take place in four Morth, lesse or such other places as the Nathitration system of the Properties of the Station Symmute. By agree. The Properties of the Station Symmute is given. The Properties of the Station Symmute of the ADACHANTANION PANAL"), one at which shall be appointed by TSG and Costomer. TSG and Costomer. TSG and Costomer. TSG and Costomer shall abids by and perform any sward subdised by the ADACHANTANION TO THE ADACHAT TO
- 18.2 CONTINUITY OF SERVICES. Both Porties agree to continue performing their respective obligations under this Agreement while the dispute is being resolved unless and until this Agreement expires or is terminated in accordance herewith.
- AS.3 EXPENSES. Each of Chebeses and CWO mail pay the own one of posket expenses in monnection with two conduct of the dispute resolution process set forth above. The costs and expenses of any stilltunion, other Can out-of-posket expenses in connection wherewith, shall be payable in accordance with the decision of the arbitration Federic.

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becopt for the obligations to make payments harcondar, each Party whall be relieved of the obligations hereunder to the extent that performance is delayed or greywated by any cause begind its reasonable control including, without limitation, delays in or the withholding of decisions required by the other Party, onto of Son, public enextes, wer, civil observer, communications tailures, tire, flood, exposion, Jacor disputes or arrives or only acts or orders of any governmental authority, failures or fluctuations in selectical power, heat, light, and conditioning or telecommunications equipment.

# ARCIOLE XX

- 20.1 TEXMINATION FOR SMEACH. In the event of pertain breaches of this Agreement, PSG or Customer way perminate this Agreement in accordance with this Section 20.1; provided that Chataway gives TSG notice of the intent to taxwinate within always (98) days attent the date such pracch occurred.
- (a) Upon 1931's Naraginus breach of this Agracement, Customer may terninate this Agraement, provided that Customer gives ISO serves 191 days from notice of ins intent to coroninate and 190 Cultime to the breach wishin such seven (7) days; and provided, further, that such cure period will be extended an additional seven (3) days if 190 delivers to Customer a written plan to come the breach. In both instance, unless 190 cure the breach. In both instance, unless 190 cures the Sprawious Strucks that the cure period or satisfaction of the
- (b) Upon Distrocev's material breach of its notigations under this Agreement. TSG may terminate this Agreement on you (50) days prior written votice to Customer of its intent to terminate and Customer fails to cure the breach estim such ten (10) days.
- (c) If either Purry (l) is adjudicated bankrupt or insolvent by a neart of competent jurisolation, (ii) avisatementally assess to do basiness as currently conducted, (iii) fails to pay its dobes generally as they become due, or (iv) takes stags to declare bankruptory, wind up, dissolve or liquidate (in each case, other then for the purposes of an assaignment or restructuring, or reconstitution consument to which the surviving smiltly becomes bound by or assumes the obligations under whis Agreement), or a receiver, trustee or shuftor officior is appointed over (or a time morder takes possession of) All or a substantia, part of such taxty's property or assats, or anyoning similar to any or the foregoing occurs in vasition to such Barly under the laws of any jurisdiction, the out-defaulting Barty may carefular this Agreement on outline to the defaulting Party.
- 20.2 SEMBLES MOR SPEACH. Open the occurrance of a error of this Agreement as outlined in Sentine 20.1 above, the non-defaulting Party chall have the right, to addition to termination of the Agreement, to each all legal and equivable remedies to which it is entitled, subject to the limitations of liability contained in Article XVI hereof.

DFNDT0006045 DFNDT0006046

Attention: President, STS Division

With a copy to: The SARRS Group, Inc. Atto: General Commel 4235 Anna Carrer Sivd., MD 4204 FC. Worth, Texae 76135

Pagement: AMR Services Corporation 4355 Amon Carter Bivd., ND 4239 Foct Morth, Texas 76155 Activition: President

With a copy to:
AME Services Corporation
4355 Seen Cacter Find., ND 4246
Pt. Korth, Texas 76555
Antention: General Counce.

- 21.3 COUNTERPARTS. This Agraement may be executed in one cunterparts all of which taken together will constitute one and the
- 21.4 NO NAIVOR. No decay or existion by either family baseds to coordinate any right or power haraunder shall impost much right on power or be construed to be a waiter thereof. A wedge to play either of the Particles between of any of the obligations to be performed by the other or any breach thereof shall not be construed to be a waiter of any succeeding breach thereof or of any other obligation herein contained.
- 21 K SNDYLVAG The provisions of Sections 4 1, 13 1, 13.2, 15.2, 23.10, 23.11, 23.13 and Armickos 12, MID TV, TV, TV, VC and TVIX appliances of experiments of this Agreement.
- 31.4 SEVERABILITY. Whenever possible, coeff provision of this Agreement will be interpreted in such a xenser as to be affective and valid under applicable law, but if any provision of this Agreement is head to be problithed by or towards under applicable law, such provision will be ecemed restated to reflect the original incentions of the Parties as nearly as cossible in accordance with applicable law, and, if capable of substantial performance, the resaming provisions of this Agreement shall be enforced as if this Agreement was entered into without the involtd provision.
- 23.5 PRESENT. Except so otherwise agreed, neither Farty shall have say right to the other Party's tradecarts, acroise marks, or trade masses in consection with any product, severable, procession.

- MINCOLGANIOUS

  23.1 ASSIGNMENT. (a) This Agraement and all of the provisions havened shell be bridding upon and insure to the hemselfs of the Partiese hereto and their respective sourcescene and generated weakings, but neither this Agraement for any of the rights, inherests or obliquations hereunder shall be assigned by ony Party hereto without the prior written nonsens of the other Datty, which may not be unreasonably without. But I written protection to other Datty, which may not be unreasonably without. But I written shall be required to the other Party, provided, however, that no TOSI consent for consent fine the other Party, provided, however, that no TOSI consent will be required for Charlese's assignment for deemed assignment of the Agraement atising out of any transaction by which Charlese because itselfithed with 1981. For purposes of this Agraement, of Charles in Carteer of Control and to Consent will be considered an assignment of the processor rights and obliquators.
- obligations.

  (b) Continents obligations inder this Agraement shall continue and sanvive in the event of any sale, agin off or dissettinue of Customer by the principal sharehorder(s), any Change in Control, or Customer's conger or consolidation with or into any Person. If any much serger or consolidation somers, the survivor of any such serger or consolidation somers, the survivor of any such serger or consolidation shall be bound by the torse and conditions of this Agraement in Addition, if Customer should seel, diver, or spin off all or a substantial part of its assets or newtices, in a single transaction or excise of veletach transactions, then the entity resulting from (on angulating the business or assets of Customer's solidations under this Agraement, and Outcomer shall not be released or discharged form the payment and performance of its obligations under this Agraement, and Customer's solidations under this Agraement, and Customer's solidations to the control of the control
- 53.2 MOTICES. All entines, requests, demode, and other communications to be given or delivesed under us by reason of the provisions of this Arcement shall be in oriting and shall be desced quiew shes delivered parametry, on the eart business day when each by oversight Pederal Express, Express with or sixting recyric, on the third obsides and after being varied when mailed by certified or registered first place and, return receipt requested, and upon reaching when each by telenopy or electronic mail with a curfitmential copy by first-class soil, in each Party at the Pollowing address for the such other address as that Party may have specified by notice given to the other pursuant to this grovicion):

If to TRG: The SADNE Group, Inc. 4235 Awna Carber Divd., 1 Fort Worth, Texas 76255

or publication, except that TSG may use Customer's have on TSG's client list and to reasonable business proportion efforts by  ${\it PSG}$ .

- 21.5 MBTTRL AGREEMENT. This Agreement together with all Schedules herein, corellities the entire agreement and inderstanding among the Pertina heaten with respect to the subject matter hereof and appearance all prior agreements and understandings, oral or written, relating to such subject matter.
- 2).5 ANNUDWENTS. Tels Agraement way be avaided or modified only by a written instrument duly executed by or on behalf of each Party hereto.
- 22.10 GOVERNING LAW. THIS INGESEMENT SHALL AS GOVERNED BY AND CONSTRUCT AND DEPOSIT IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT RECEASE OF THE CONTRICTS OF CHARGES OF SUITS TREETS.
- WITHOUT RECEIPT TO THE CONSIDERED SO LEW PERICIPLES OF SUPE THREE.

  23.11 CUMPLIANCS while LAWS: EXPORT REGULATION. Customer will be responsible for obtaining any increasury government approvals, consents, licenses and/or permits to escable Chattomer to its export any products or tacherical once required for PSG's performance under this Agreement from the boiled States or any other mountry, and (a) pay TSG all emounts and sorbided States or any other mountry, and (a) pay TSG all emounts in U.S. bullars as required by this Agreement. Upon request, TSG will promptly provide Chatmary with any and user correctionts, efficiaving acquired by this Agreement. Upon request, TSG will promptly provide Chatmary with any and user corrections, officiaving acquired by wallable to 183 now required from 433 to obtain ony such approvals, consents, licenses and/or pormits. The obligations of 180 today of the Agreement, such the conditions on Chatmary's constitution such approvals, consents, licenses and/or permits. Each Party whall hear all costs, fees and exponents such that containing such approvals, consents, licenses and/or permits. Each Party whall hear all costs, fees and exponents associated with chamining such approvals, consents, licenses and contained with chamining such approvals of the contained with chamining such approvals, consents, licenses and contained with chamining such approvals, or contained with chamining such approvals, or contained with chamining such approvals with the such approval or pages with a contained with chamining such approvals or contained with chamining such approvals, or contained with a such approval to require and approval or chamining such approval or chamining such approval
- 21.12 NO ORDER-PARTY CONDUCTIONARYS. The Parties agree that this Agreement is for the penefit of the Darties berein and is not intended to confer any rights or benefits or any third party, including any exployee of allows Early Hersho. and that there early including any exployee of allows Early Hersho. and that there early in this party beneficiaries to this Actoeucent.
- 33.13 -905000033, GOVENDEND ECCURNITS. The terms and conditions of only and all Achaduses as this Agreement, to amended from time to ties by mixtual agreement of the Jortins, one

incorporated into this Agreement by this reference and shall constitute a part of this Agreement as if holly set forth herein.

20.14 ENLAYIONSHIP DE TOR PARTIES. TSG should be and out as at Independent contractor becaused and no apployee of wither Party shall be desemble to be an exployee of the others for any purpose whoscower. Each Party shall comply, at its own expense, with all applicable stude and musicipal completes and with all state and foderal less applicable to it as at employer and otherwise.

21.15 NON SOLICITATION OF EMPLOYEDS. During the Term of this Agreement and for a period of one (i) year theseafter, Castomer shall not directly solicit for employment TSG's personner.

[TENT OMITTED - CONTIDENTIAL TRRAINENT REQUESTED].

[TEXT ONLTTED - CONFIDENTIAL TREATMENT REQUESTED].

[SIGNATORN FAON ROGIONS]

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MR SERVICES THE SIBER GROUP, INC.

CORPORATION

By: 3%c Gurn Sy: Yom Cook

Title: Vice Chairman Title: President, ShERE Technology
Solutions Division.

22

IN WITHESE WHEREOF, the Parties have caused this Agreement to be duly operated by their authorized representatives as at the date tirst above written.

Some: Date:

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SCHEDULE 1

DEN(N).41088

For the purpose of this Agreement, the following terms shall have the following meanings:

"ARA" shall wash the American Arbitration Association.

"ACCOUNT MARAGER' shoul be the person appointed from time to time by TOG to consult with Customer and consider Customer's needs in consection with the performance of this Agreement.

"AFTIMATE" would meet a because that directly or indirectly through one or more interpredicties Control of a control of a

"AGREENENT" shall have the meaning given in the presible derect.

"ARBITRATION PANEL" shall have the meening given in Section 18.1.

"AIRLINE INCIDENT" masses an occurrance of personal injury, death, or property damage in connection with the operation of any aircraft.

"CERNOE IN CONTROL" heads (a) the soquisition by any Person or group of became at 50% or more of the outstanding shares of voting stock, or similar equity interest, of Costomer, or thi all or substantially out of the seems of Costomer are such in a single transaction or series of telaham transactions to any Person.

"CONFIDENTIAL INFORMATION" Shall have the meaning given to such term in Section 14.1.

"COMPROMETIAL DAMASS" means droages consisting of lost profits, lost income, or lost savings or consequential, indirect, special, or incidental damages (however described). Consequential Damages does not include any punitive or exceptory damages.

"CONTROL" (including, with correlative meaning, the terms
"Controlling" or "Controlled by") means, with respect to any Person, the
right to exercise, directly or indirectly, note that fifty person, of the
voting power stributable to the equity interests in such Person.
("Controlling" and "Controlled" have correlative meanings.)

"CUSTOMER" shall have the meening given in the preample beneat.

\*\*CUSTONES DATA\* shall sown til all data that is provided by or or behalf of Customer to TSG in order for TSG to provide the Services, including keyed input and electronic capture of information by the Services, (ii) all data that is provided by or or behalf of TSG to Customor by means of the Services, and (fit) all data that is provided by means of the Services as a incorrection etap is using or producing any such data, including databases and files containing such data.

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"CUSTOMER FACILITIES SPACS" shall have the meaning given in Section 7.2.

"CUSTONER LIGENEED BOFFMANE" shall beam the third party software libeneed by Custoner and used in the current data processing operations of Custoner, and any additions to or regleowersts for such software and documentation.

"CONTINUES ONLY) SOTTONES" shall each cottwers (to source onde ond organise code form), and all related systems design and wast decumentation, which is owned by Continues and used in the curvant data processing operation of Chabtones, and any additions to or replacements for such authorized and decumentation.

"CUSTONES THIRD-VARYN AGREEMENTS" shall mean agreements between Customer and any third party for the provision of products or services of any kind.

"DISPUTE" shall have meaning given in Section 18.1.

"DISPOSE MOTTOR" sholl have the meaning given to Section 18-1.

"EFFECTIVE DATE" chall mean July 1, 1996.

"MORROGIOUS DREACH" shall cean a material breach of contract that constitutes an intentional, unequivocal refuse to perform a material collegation of this Agreement that functions one or core poses of the bergain between Cartamar and 180 to the extent to the a non-ormanical coverable business green would not have entered into the Agreement or would not continue performing under the Agreement.

"SQUIGNEED?" soull mean all office related equipment, telephone and tometries machines, supplies, fortuding Bardware, coned or lessed by Costomer and increasery for 100 to pattern the Saviese.

"SZPIRATION DATE" chall mean the first to occur of: [TEXT CMITTED COMPEDENTIAL TREATMENT REQUESTED].

"MAPMENTION TRANSPOON PROMOTE should have the meaning given in dention 4.3.

"FERS" shall mean, collectively, the fees and charges paid to TSG by Customer for performance of Services as set forth in article X.

"YOS RURVICES" shall mean the services provided by ISO or Customer hereunder unilizing the Might Operating System (as defined in Excipit 8).

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DFNDT0006051 DFNDT0006052

"GENERAL DANAGES" shall mean losses, claims, obligations, desends, passessments, times and penalties (whether civil or criminal), Marifidies, expenses and costs (including reasonable tees and dishursements of legal comment are accountants; odiny and other personal injuries, damage to campible property, and other damages, of say kind or pathors, suffered or incurred by a Person. Por the avoidance of doubt, "General Damague" includes not only the actual damages of a Person, but also punitive and exemplary damages and Consequentia) Davages of such Person.

"MANDWARR" shall meso computers and related equipment, including, not not limited to, central processing units and other processors, controllers, moders, communications equipment (including radio equipment) (ables, scorage devices, printers, terminal, other peripheral and imputed devices, and other tempinals mademented and electronic equipment incessed for the processing, toput, output, sorage, madpulation, communication, transmission and retrieval of information and date.

THEOREMIFTARIS TORSES and I mean coases, claims, diligation, demande, assessments, lines and penalties (whether civil or criminal), lieblifities, expenses and mosts (including reasonable fees and disburgements of segal command and accountants), hedday and other personal injuries, camage to tangible property, and other damages, of any kind or notures, actually enffered or incurred by a Person. Indemifiable leases nommiet only of the actual damages of a Person, and excludes any Consequential Damages and any punitive or examplary damages (however described) of such Person. For the avoidance of doubt, the Indewditable boses of an Indemifiable April 10 include any Consequential Damages and any punitive or examplary damages (however described) as such person of a person caking a Third Party Claim against such Indemnified Party in Lawer of a Person caking a Third Party Claim against such Indemnified Party.

"INDEMNIFIED PARTY" shall have the meaning given in Seculor 17.1.

"DRIEMNIVYING PARTY" shall have the meaning given in Section 17.1

"ISCN" shall have the meaning given in Section 6.3.

"NEW SOLVICES" shall seem applications development and information management services, including data processing and information services, information management, broating, electronic done processing and telecommunication systems that are not described in Schedule 3.1 that are manually speed upon by the Parties cursuant to Section 4.1. For purposes of Section 4.2, there shall be no requirement that the Parties manually spree upon the Services pursuant to Section 4.1 for such Services to be notsidered "NEW SERVICES".

"NEW SERVICE REGISST" shall meat a vriking regreek delivered to TSG by Customer to request New Services and shall include the following, as appropriate:

(a) A reference to this Agreement:

 $\mbox{(b)} \quad \mbox{$A$ general description or functional specification of the New Services desired by <math display="inline">\mbox{Costomer}_{7}$ 

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"THIRD PARTY CLAIM" shall mean a claim of Hability asserted against a Darty by a Verson other than the other Party or either Parcy's affiliates.

"WEIRD PARTY SOFTMARR" means software owned by a Third Party and liceteed to Outlook or TSS and used in the performance of the Services

"TSG" shall have the meaning set forth in the preamble.

"TSG SOTTHARR" chall asso, the Software owned or licensed by TSG and made available to Customer by TSG in connection wise the partnerses of the Cervices.

# INTERPRETIVE NATTERS

The Agreement is the tesuit of the bartles' degentations, and no provising of this agreement shall be construed for or against either faxty because of the authority of that provision. In the interpretation of the Agreement, except wheth the nonless offerwise tequires:

- \*including" or "include" does not denote or apply any limitation:
  - 2. For the the inclusive meaning "end/or;"
  - 3. Tand/or' means "or" and is used for exphasis only;
  - 4. \*s\* refers to United States dollars;
- the singular includes the plurel, and vice versa, and each gender includes each of the others;
- captions or headings are only for reterence and are not to be considered in interpreting the Agreement;
- "Article," "Section," and "Subvection" refer to an Article, Section and Subsection, respectively, of the Agreement, inless otherwise charted in the Agreement;
- 0. If an emoignity arises in a Superction's Section's, or Article's cross-reference to another Section or Article, the cross-referenced heading controls over the pross-referenced Section or Article number.

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- $\langle \sigma \rangle$  . Any special objectives of constraints with respect to the hudget and time schedule; and
- $\langle d^2 \rangle$  . The priority of the work in resationship to other current or anticipated work.

"FARTY" shall mean each of the signatories to the Agreement, and their successors and oseigns as permitted by the Agreement. ("PAPTES" has the correlative meaning).

"PAGC THROUGH FEDS" small mean charges to TSG for certain services or products that it acquires from third parties to emake it (in part) to provide the Services, which charges TSG passes through as fess charged to Custower. The latital list of Poss Through Fees are identified is Schedule

"PERSOR" shall mean any individual, corporation, partnership, joint venture, crust, busicess sessisiation, governmental entity or other entity.

"SNRVICES" shall mean the intermetion management services, including data proceeding and information services, information varagement, training, electropic data processing and telecommunication systems and shall consist of the services described on Schedule 3.1 and New Services.

"SERVICE LOCATIONS" shall have the meaning given in Section 5.1.

"GOPIMARN" shall mean any computer programming node consisting of instructions or statements in a torm workship by individuals (source code) of machines (object code), and documentation and supporting macerials therefor, in any form or reduce, including electronic media.

"Neterioraxy" shall mase, with respect to any Person, a comportation, company or other entity more than 50% of whose outstanding shares or securifies experiescring the right to vote for the alcotion of directors or other managing satisfiedly are now or hereful even for Controlled, directly or indirectly, by such Person, but such corporation, company or other entity shall be deemed to be a Subsidiary only as long as such ownership or Control exists.

"MORT DAMAGES" shall mean hoddly or personal injury or death or damage to real or tangible personal property.

"TEG INDEMNIFIED PARTIES" shall mean TEG, ine Affiliates (other than Customer), and their respective officers, employees and directors.

"YERN" sead save the meaning given to Section 2.1.

"TWIRD PARTY' means a Person other than a Party or either Farty's Addillates.

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SCHEDULE 3.1 DESCRIPTION OF SERVICES

[TEXT OMITTED - CONSIDERTIAL TREATMENT REQUESTED].

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SCHEDULS 10.1 SCHEDULS 10.1 SCHEDULS 10.1

SERVICE LOCATIONS\* [PRINT ONLY TRUE - CONSIDERTIAL CERTIFICAL SERVICES LOCATIONS\*

[TEXT OMITTED - CONFIDENTIAL TREATMENT REQUESTED].

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SCHEDULE 10.4 VASS IFROUGH FERS

The initial Pass Through Pass Anchede the following:

[TEXT ONITIED - CONFIDENTIAL TREATMENT REQUESTED].

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SCHEDULS 13.4

WARPARTY DISCLAPMEN, LIMITACIONS OF CLASSLIFY AND INDEMPLYTICATION PROVISIONS FOR CHEFAIN OF CUSTOMSR'S TRIED PARTY AGREEMENTS

LIMITED NARRANTY. In the event of a natural defect in the 700 Services provided hereunder that is reported by Customer of ANRS and that can be reported by Quitoner of ANRS and that can be reported by Quitoner of ANRS and that can be malfimention by defect without additional charge to Customer. ONE SCREGOING SHOULDS CORPORER 5 SOLD AND ENGLISHED ANY DEPORTE IN THE SCREGOING CURVICES.

CHANGES OF THES WARRANTY. EXCEPT AS SPECIFICABLY PROVIDED IN THIS AGREEMENT, THE FOR SERVICES ARE MOVICED BY AMER, THE TO SITUATION OF THE SAFETY AGREEMENT THE FROM THE THE CASE NAY KNOWN AND THE AMERICAN THE THE CASE NAY KNOWN AND THE AMERICAN AGREEMENT, AND THE THE AMERICAN THE THE AMERICAN AND THE THE AMERICAN THE THE AMERICAN AND THE THE AMERICAN AMER

CAN MO NABRADTIES OTOSE THAN THE REPRESE MESSANTIES AN THOSE ADERSENS.

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ANY LIABLE TO CUSTOMS OF ANY CROSSORS INTO YEAR ARES, AND THE POS SERVICES
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SHALL BE LIABLE TO CUSTOMSE ORDER ANY THOSE OF LIABLETY OF ANY FORM OR
ACTION, INCLUDING MEDICIONE ORDER ANY THOSE OF LIABLETY OF POS CREVECES SHALL
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CONSIDERATION FOR ANY LOADS OF ANY LOADS OF THE POS SERVICES SHALL
NOT ON LOADLE TO CUSTOMS ON ANY INCLINITING ANY LOADS OF THE POSSIBLITY
THEREOF.

INCOMMETICATION. Customer will defend, indeemity, and hold hormines ARRS, its officers, agents, amplayers, contractors, succentrators, percent componential, subsidiaries, affiliates, and the POS increase, any information providers and the owners of any element of the POS Services (referred to individually and collectively as the "Indemnified Parry") from and against any ond all olains, liabilities, loss, dranges, costs, fixe, possibilities or expenses (including but not limited to antermay's face and all monte of

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litigation) ("becauses") which the Indentified Party cay hereafter incur, suffer of he required to pay by beasen of decage to property or injury to or dects of persons which across out of the indentified Party's failure to perform or negligent performance of the EOS Services, but accluding those Damages strubulable solaly to the Indentified Party's grown negligence. The Indentified Party's rights under this paragraph shall knowledge the termination of this Agreement.

TRIS MORRECOMET DAS CONCIDENTAL FORFICES OMBITEL, WHICH DERTING HAVE SECUTIVE SOURCESTAND WITH THE MACHALITYS AND EXCLANGE COMBINESTON, DELIFYED PORTIONS AND INDIDICATED THIS AGREEMENT NITH "FREXT OMBITED - CONCIDENTAL TRANSPORT RESPONDED TO.

# ACCEPTABLE FOR TRANSPORTERS

Hais administrate for coronations incompound distriction (chile "administrate") is succeed into by and between Telesistrates Associated, Int., a Delaware temperation, with a principal business address of 430G Contridge Boad. both Worth, Texas (Table (Tabordhan), and the Marks Gorona, the, a College of Both Worth, Texas principal business address of 6205 foot. Germa Business components, and be principal texastees address of 4205 foot. Germa Businessard, Both Worth Worth. Texas (7815) (1881).

NROPKAS, 183 is sugaged in the business of providing estrain inform technology and related services to the worldwide travel-related industry;

NUMBERS, ISSN hear the right to use the SPERDIY Molthbook tearwattens system; ISSNSSET; an inhabit of and no provide marriage in this provide in a sensoriant with the terms and constitutes of the information Technology observations and Consecuting and Consecutions of the information Technology observations and Consecution of the information Technology and Consecution of the information (MISATP). Set Octavation in and Consecution decisions of proposed on (1987), with an accessibility of the information Consecution (1987), with an accessibility of the information Consecution (1987), and the information (1987), and the in

MRCEBAS, Customa and PSS wish to cater into this Agreement, carsuant to which CSS shall provide to Customer the information technology and related exercises described in test Agreement, and will use SDERIT on cohell of Cabtames, at upon the team and conditions are found become.

NOW, "REPROPER, in consideration of the shows president ille particle bereby agree as follows.

#### 4821 (0.8.1)

## LEGISTIONS AND SCHEDNLES

- 1.1. EXPROVIOUS. Forms which are capitalized herein shall have the maxing specified to them in the body of this Agreement.
- 1.2 SCHEGULES. When this Agreement refers to an attracte Subschie, such Schedule is descen incorporated herein by reference for all purcoses.

#### ARTICLE 2

2.1 YORM OF ASMORANT, Unless territor terminated as provides nevering the term of tile agreement (the "WARM") charge comments as in July 1, 1993 the "WARMSTON MINERAL OR AND THE "EXPERTING PARTY and shall ond on two 31, 1005 time "MXTHRAGOD DATA"), or such anniversary

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theroof to Which the Twen is entended purposest to ARTICLE 2.2 harkof.

2.3 SANAMSIONS OF HIS YEAR. The John of this Agreement may be accepted by include agreement, to accept the John of the Agreement and be accepted by include agreement. Ou acceptification there may be included by include agreement, to accept a day, of thich particles before the Agreement agreement, the Agreement that the right no modify the princip for the Wann Services, as defined to ANTION 3.3 If the Agriculture of the Agreement of the Agreement which the ANTION 3.3 If the Agriculture of the Agreement and the Agreement and the Agreement and the Agreement and Agreement a

# 178G SERVICES

- 3.5 MAGE SERVICES 170 beaut privating survives to Custaker guizeaux to a latter of latter for latter of latter for latter of latter of latter of latter of latter latter latter latter latter for latter deal gover the relationship perbone 350 and Custaker model the Eigentre Date of this Agewessent. This Agreement application the Latter of Latter of Latter County for latter latter of latter lat
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- provisions of this Approximate, 100 MAXWOR YOU Resourched. Swelfart to the other provisions of this Approximate, 1904 Gell'A source the staget to suppose All incommence asset in purchising the 1928 Germinan and demandage appropriate. Nothing in this agreement shall present 196 from the bedieff, concelling the staget and active the attrictive body. Incombine or much it grounds the few decreases, which can take the critical to the provision and the staget and the stage
  - 3.4 SERVICE DEVICE. The measured application service levels ("GNRD")

the performance of the Seco Services are less tests in Schmidt 3.111. During the vis [6] nearly period communing upon the ASOL burne, 1950's oftens Services expresentative and Consones a Contract Amenger (seen as because the defined dual) sanction than such ASOLS at a tests and and schmidted by the performance of the 1950 Services. In the nearth of a Californ Did to reach the Service Levels during the Term of this Agreement, Contract a cole and relative the Dermitions present services and for the 1950 Services are the service than the Service Levels during the Term of this Agreement cole and the Services Levels during the Term of this Agreement Cort Mexernal Default under ASTICLE 19.17 shall be those set total of SCHEDOLS 3.1. Second

- 3...1 hereto

  2.6. MONDER DITANACH ACCESS SERVICES. TOU SEAT Contract for and
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  PARTISH CONTINUES. TOURS SERVICES ADICATE TO SERVICE SERVICES.

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- ... Constitute the parties egree to the participal arrandommet set foull on SCHSMELF 3.6 hences.

# ARTRICUS 4

# EMPLOYERS AND DEPLOMESTATION

- 4.2 "MANAGETICAN SECTION AND CONTRACTOR OF A CITY OF A CONTRACTOR OF A CITY OF A CONTRACTOR OF A CITY OF A
- 4.0 GAUAT AND TRANSFIRM. THE agrees to offer the each of the Prancithoneak Veglopaes, for a period of siv (6) contain, the mass salary and stock totrackly antifar benefits which were earned by the Pransi total Septimes as of the acts under August amount taxastrations appropriet consection engagings of the act of the August August

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- d.S. (OREGONESEANCE DE SPIKE). TOS and Customers shall postury develop a pier and Shall convert the director bounds from Customer shall convert the director bounds; the Months and use the borels convertation system pierforms our monthly teachly continent and inscrimation recorded to ediclosticity as MacDioly, and control the growt made execute (Tobbie). Indicating the Older of pierform our monthly teachly continent and executed for the Shall control of the Control of
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- 4.6 OROGINE ESSPHEISILITIES. After the implementation, Chebows and TWG shall perform the ampaing responsibilities for the implementation set forth for made in STAMAGOG 4.5.

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- 4.3.5 189 dhail delived the Myett Sultware and the CREVIEW and Olf-ACCESS opened to Controver either private to a upon executive of total Agreement. Acceptance of the Outst Controver out the INSURED and OLF ACCESS opened shall be desired upon Outcome're productive use of CRESCE, which well be desired between the Climate and California and California

### RESTRICTIONS ON SOFTWARE.

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## ARRESTE 5

CURSONER RESPONSIBILITIES AND DUTIES

# 5.5. COSTIMER IMPROVED.

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- 5.1.3 YWO shall have responsibility for giving the Prancitionce deployees credit for sick time accrued as of the Prancitico Date.
- 5.2 Commanda Michaels of Nethrino Services. During the Employeestration, Continers small provide to 100, as no cost to 190, and the screen read one of adequate space and cost of collectively, the Monotones Servicins Services Continued Services and the continues of the services and the services and the services of the services of the provide to 100, as any Continues Install also provide to 100, as any Continues Install and services with op participation of the services of th
- 5.3 NERIUM DEMANDACTION FOLLOWS. Contensor small processe for any NG fort a micromit transaction values of Net Passivetimes (se defined in NERICH 7.2) Corney the ferm of the Agreement as set forth helion.

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FERT ONLINE: CONFIDENTIA, TESAMENT REQUESTED: Miliago New Passavetions during the period from 1919 1, 1992 to June 30, 2000;

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- 5.5 OURSIONS CONTRACT WANNESS. Thus close to three during the Twing. Courseauch will designate a comment member (ite "Goldberg Contract and Market and the primery great of mentant for Contract will be witherized to act as the primery great of mentant for Contract (it will be witherized to act as the primery great of mentant for Contract and Addressing Legisla contractions within this Agreement, and down, been softwartly to rake decision congeniting that Agreement on Details of Contract (this constraint which agreement on Details of Contract (this constraint which are the contractions of the Contraction of the Cont
- 3.6 ASSIGNANCE: Carm party shall groving the other with all necessary and reasonable resources, incorporation and other assignance, as may be detend by the parties from time to the, in commencious wide the activities contemplaned by this agreement and each party shall powerbally perform its obligations under this Agreement.
- 5.7 SECRETIZE. Continuer will satablish, in coundination and cooperation bath 1857, approximate face processing priorities for Checomer. Outdoor att whe entitles a removably represent by 185, and newspaper decision, access to perconst, information, approvable and acceptances to that DSS may tirely perfore the 183 Zervices.
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shapped to the Sabrica Lebela. Any ston change in a Sabrica Lebel shall be set forth in a written askengaged of supplement to this Agreegacit.

- 5.2 SEMS 2000 DOMESTIY ISS warrante Mar. www.of-the Sifestive Date of this Agreement, STEET screeps based bookings for the year 2000 A.G. and bayond. In addition, 200 Seasons, than by Assonbert, 1, 1902, 90(8) will convertly propose date date for the year 2000 A.G. and hepted. This severally does not hardware that for the year 2000 A.G. and hepted. This severally does not include a estimate of date of introoperationity with name software of hardware. The obtained the Introduced Little value of a brack of this warrante shall be repeat under the maintenance promotions set fresh or 200000000 (6.0 heren).
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- Co. Commencing on the Sirentive Date, TRO Sill use to 189's equipment, within count or learned, for purposes of performing the convices and bincellant to be performed by 188 purposed to this Agraement was (s) any other equipment chair 198 may appropriate to a vice to been for use to provide the time country of the Propagation of the Services the 1988 COLUMNATU. The parties acknowledge and agree that the TRO Services the 1988 COLUMNATU. The parties acknowledge and agree that the TRO Services the 1988 Express to except the 1989 and that the may thrus time to the schoner the 1989 Expressed to except the 1980 Express and with no converse inscart to the schoner purpose of performing the 1880 Services and with no converse inscart to the Service Levels.
- 6.3.2 During the Term, T90 will pay all on-going costs aims emperated relating to the T90 Syripposit, including, without luncation, the interaction, assistances and thereo. 15% will be imagenable for its egyponemental with vendour on other third purels with vendour to the appreciation or relationated with vendour on other third purels with vendour to the appreciation or relationated to any 15% adoptions. Considered Salita to responsible for all other equipment used to support its own internal operations.
- C.4. Modeling mass Development of Customer Development and adequate agreement agreement agreement agreement agreement of the Customer Development agreement agreement

any purposes other than for its own internal operations and us besuit of the Straining or Box defeats, or [13] transfer any Asternal or intermetric observed to the Table Sections, its oppose tectopose to do say that operators of an allow any which party or favorable the served or use may such release to the party or allowed any which party is the party or allowed any which party is the party of such as a server of the party of the defeat of the content and of the party of the party

- 5.9 PRABBING OF CASTOMER PARSONNEL. CHROCKER Will Italia Customer's personnel to properly propere input for, and appropriately use output from the 700 Software.
- 5.36 \*\*\*SECONTION OF COLORS DATA AND TRANSFERS OF DAMAS. Contraser will supply to told for processing all required source data and anothe received data (I) as the fore processing veed in Christopher's information reclaiming operations of I) as the fore processing veed in Christopher's information reclaiming operations of I(s) in such flows and on such time echandric as east furth I at the dominantiation provided to 1005 by Contraser, and as easy to ensure that proposed by 100 with respect to the performance of I(s) and required to the performance of I(s) and legislative of the data performance of I(s) and legislative of the data performance of Color VOC services which I are also before any default in the performance of Color VOC services which I shall show by reopposition the order to color VOC beautiful and rate receive from any customer reservoirs system of a two install.
- 5.11 Imposed to Constoner will titally insect and recise all reports and output provided by TMI. Characha will notify TMI of any incorrant (i) daily or workly reports within three (i) business days retain recently of eith reports, and (ii) matchly or other reports within three (ii) business days after recently of such reports.
- cooperate and provide reasonable actions obsel, at its expense, cooperate and provide reasonable seatments to 107 in obtaining all required governments paymones which were presented to this depresses becoming affective to as way be necessary for 100 to perform the TSG Services.
- 5.83 SCINASS. Costumer will be responsible for providing any smalation softence tooler than for the host eyated inquired for the operation of SCHRIC, and will not use any eachierton offwars (or any other third party software) that advoracy impacts the performance of SCLRIC.

### USC RESOURCESS RESTRICTED AND INCIDE

6.1 CHARGES TO SERVICE IDVALE. At D. Act the after the difference Date horses, in the event that the parties decide that such MRSLE are not respondible to enclarate their the two of the Agreement, 125% Clima Service Agreement Agreement, active and Contract Manager may, upon the parties mutual written agreement, make

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- 6.5 EMBDIE DAIDWARD ANDRES SONVINCE. During the Form 156 will cannot be supported by the subjection of the data mereuminations lives for the Remove Database Andres Sections, Will provide apparety planning to motify thatbase what agreement to sorth Anne it was a required, and all provide acceptant to the Alexa of the Alexa it was a section of the Anne in Annex Section and the Law on the Alexa of the Alexa of the Annex Section and Part of the Annex Section and Part of the Annex Section with this same and conditions of the contract provided in an exception with the same and conditions of the contract acceptant file of the contract acceptant file
- 6.6 YOG CLOBY SERVICE ENGRESSIONALLY, WSG will provide a Client Service Representative (the YOG CLIENT SERVICE REPRESENTED REPRESENTED REPRESENTED REPRESENT BUTCH TO BE THE PUBLIC DESCRIPTION OF THE PROPERTY BUTCH TO BE THE PUBLIC REPRESENTATION OF THE PUBLIC REPRESENTATION OF
- 6.7 USERS GROUPS. TSG will allow Customer and the New and Existing Motels to cartificate in any SCIRIF case groups at no additional charge.
- 6.8 INCOLNY. 1885 will provide Outcomer the opplication and database craining descriped on EXECUTE 6.5 or no additional charge. The translag will be globuled by 790 exployers with the appropriate shalls and knowledge to conduct such crathing.
- C.3 Heidlichauf and Office Service in Co. Heidlichauf and Co. Heid
  - 6.16 SERRIY PUNCTROWNSOTT AND BNHAMCENERIS.

6.10 % 200 agrees to grow do Chatomer with the 872277 Punctionality for 201207. Outdoors only some any part of the 021817 Punctionality descripted for the Men or Washing Messay at the additional code, upon giving 153 5.25cm; (155 agree to 156 agree to

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- S.AC.2 Any Simplement requested by Contenes after the attention can be designed by the Agreement while that the SMILT Simplements will be provided by the or of Mail Regionness, while features that the SMILT Simplements will be provided by the Observer, no defined by Assertical 11, values exhauster agreed. In Addition, October 20, at Outcomer's option, request and found exhauster or remarks exhaustered by the Observer and the Assertical SMILT SMIL
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- C.10.4 Customor may have any part of the Seleit Inhamonemus descrivated for New or Entsting Novels of the additions. cost. upon gaving TRU fifteen (13) Gaya price virtues notice.

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- 7.2 MODDLE Date Checks. In consideration for the policicans of the base Gardines, Checkser chail pay 200 a montaly have charge for such month during the Paris, which whall be apral to the total sucher of has Keeperstinas (as defined in Astrola 7.5) for such words, multiplied by the Mac Baservaniae Pan (asso policies) via 10 a month cont., multiplied by 10 Mac Baservaniae Pan (asso policies via Astrola 7.2) the \*COMPACT NOS CHARCES\*.
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# DESCRIPTION OF SECTIONS

- 8.2 MORTHLE ASS CHANGE. Chatcher shall pay FMS the Bonthly Same Chatge, each borth during the Term of THE Agreement, within Chirty (50) days of recoupe of an atwords from 108.
- things one under this Agramment on a boundar break and in arrayin. On Set bearings one under this Agramment on a boundar break and in arrayin. On Set beschoulded be built built of bearing break and in arraying the column and shall be rectified in one builtooking monthly lawdine, according to act at Mac Macontantons made. After small bearing to the boundary and the process of the boundary of the
- 8.3 PAGMONY AND DISSIMBLING CHARGES. The Northly dark Charge and any other same due 785 under this expressent will be one and payable within thirty (20) days after access by Quatemer of an invoice from 200. The Resulty save Charge shall be a promised for any partial conth. Quatemer shall also pay to 760, within thicry (30) days of receipt of an invoice from 280. All obstanding charges used by Quatemer as of the bifective Date of this Agreement and invoiced by 100.

# ARRICLE 9

# TARRS

- 5.0. INMOMENTATIVE FOR PETIALE INCID. Contineer shall be reasonable for (and shall indomnity ISD for) John imposed on, baned on, or measured by any consideration for, may transfer of services on projectly by TSD in the Disconer persuant to this Adramatory provided, belower, that 150 shall be respectable for and shall indomnity Castomer for, all Passa Chai are appealed on located on or enabled by 150° angulation, constrainty or law of property or services, or the provision of property or services.
- 3.2 PROMEDY CAIDS. Subject to the terms of other leases or agreements, each or 190 and Obstoner is responsible for the reporting and payees of any od valuese taxes due on purposity owned by it or leased by it can a third each;
- 5.3 CONCERNION. Such party shall provide the other with such cooperation at 1% reasonable, at the request of the other party, to minimize Paxes transment in momentum with this Agreement; provinge, traverse, that 1% shell not be required to take any sing that would be welcatedly disodventageous of the business or would expuse it to show natural additional coats univer Outstand additional coats universe Outstand additional coats universe Outstand additional coats universe Outstand or would either east, which couperated with inhibition maintaining records as reasonably naturally for the purposes; such shift indiction maintaining records as reasonably naturally for the purposes; such as such descript excitation to the moder party for ground title due to day party as only and couperation that the coats of the coats of

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# PROPRIETARY STORYS

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# CONSIDERTIAL INFORMATION

19.1 GOMESTICAL INFORMATION. As of the difference Date of this Agreement and during the Permi of this Agreement and For a partial of three (1) years throughter, except 15

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11.2 MEDIUMAN NEWLENGE. 190 shall be first to use the lasses, unseepes or know how developed by IGS during the performance of the YMO Services and Indeepowthed on the MyARL Coffware that we in nonempths form and may be retained by GMIS employees. 190 may applies. License, market, distribute, develop for fixed; nor others, or nave others develop for it, similar familiar during as the hystel Software, the IGS Software or the TGS Services out the TGS Services or the TGS Services out the TGS Services of this Agreement.

### ARVIOLE 12

### REPRESENTATIONS AND MARKANYUSO

## 13.2 HEFOIGE MARRANTERS

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19.2 WE OWNER PAREDESMETATIONED IN UNARRANTISCS. THE MARABANICES SPECIFICS IN THE SARREMENT ARE THE COLLY MARRANTISCS SARE BY 150 STIFF RESERVED. THE TROS SOFTWARE AND SERVICES, DESCRIPT AS DETERMENTS SPECIFICIOS. IN THIS ARRANDOMENT, THE TROS SOFTWARE AND SERVICES, DESCRIPT AS DETERMENTS. SPECIFICIOS. IN THIS AREA DE SOFTWARE AND SERVICES, AREA SER

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# ARBECTE 13

# LAMITATIONS OF STABILITY

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- 13.2 GAGGS REGUIGENCE OF MILLARY HISTORICES, NOCEPH AS CHIEBDRICZ NET FORCE IN MILE ADMINISTRATE OF THE STATE OF THE ADMINISTRATE OF THE ADMINISTRATE OF THE ADMINISTRATE OF THE ADMINISTRATE OF THE STATE OF THE ADMINISTRATE OF THE STATE OF THE ADMINISTRATE OF THE STATE OF THE ST
- 13.5 CONSEQUENTIAL DANGERS. "CONSEQUENTIAL MARKERS" shall be declined as damages consisting of (1) loss protein or lost income or failure to evaluate searches, this loss of goodwill and loss of contenes, or this statemental indirect, examplest, special or indicated, examplest, the SEPPER MICE SEPPER SOOT OF BE LOSSE FOR ANY CONSESS RESIDENCE PRODUCE OR OFFICE OFFI TO THE CONSESS RESIDENCE OF THE POSSIONAL RE
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- 13.5 INDITITION OF DAMAGES. Hether Combonet not 188 seals have any likelity under or relating in any member to this Agreement for any General Pasagner or for Cherniticable looses (seek as have institute forfaind) in resonal of 16. In the aggreenent for any Service) or 15. In the aggreenent for any particular claim, the amount paid in 180 by Assistant Francisco (Charles of the Angiere in the 1821 OFFICE Combined that Institute Services (Charles of the Charles of the Angiere Institute Services) (Charles OFFICE) of the Institute Services (Charles of the Institute Institu

15.0.1 "COMMAND INMACES" shall be defined in certail, cut of possible diverges, leaves, micros, shrightfore, devendes, assumances, floor, and penaltice (Norther civil or criminal). Habilities, expenses and costs traditing resource from earl disturcements of logic bowent and sectorization, and other direct danger of any tind or nature actually suffered or fearness as a person, including bodily or personal laying or death or damages to real or tradition personal property. Nor the enrichment of driph, General Nawages chall exclude quantity damages and Consequentian Damages.

2.4.2 "INDEMENTABLY LOSSES" shell be defined as Sencral Pausger searched under the provisions of Activity is. Essencification because exclude purpose designs and Consequential Discopes charded against either Contrast Indemnities to USE Indemnite Learn as defined in ACTIVITY 54.1. A neverfact referred to governity as the "Normetime", in favor of a third eating a Canta against a party to this Agrotion to "Third Deader Childry".

23.4.3 YeO disolaims all Hability resulting from or arising out of any act or oxidates of the Remote Catabase Access Dervices network provider.

- voter perty for any hosenhol. A perty bey accent or make a claim against the voter perty for any hosenhold this Agreement, only which the Agreement at the intercept of this likelihaty under this Agreement, only which two years after the broach or outer count connectioning the basis for that claim connected or was discovered. Mercetteloss, the deep year limit on the three tot adolesting or making any Itale shall not apply to a claim thoughing an Industribution claim under ANTICLE 13) bear due to Dart George (SALT).
- VI.6 VNBABTES. Nucl party/s wertauties in this Agreement are made solely to and for the consile of the other party. No present other than a party bay closure or make a saade hasco on the other party/s variabiles uncer calls Agreement.
- 31.7 SCHEPAIN SPICEP. To the entent that any constant or other values exactable under this Agreement chrough scottration in accordance with the Appelle reason storm personal residence or corts in Addition 5.5 on the an elegentar research for any income of this Agreement, or open any recomm or impossible broads, or ARCHGR SILL, the non-researching purpy what he exceeds to find the contract of the Agreement of th
- 10.8 HACKENIF NOMBORS. The investment described in this Agreement are the sole and conductive rights and recording of a party regarding any broach of this Agreement or any nature that may be the subject of a chair for limitity under or relating to this Agreement.
- 15.0 SOCKERDOVYCE BORSDINS. 16 corm chan one centry for a to mach event in specifyed in this Agreement, the party entitled to a remedy must rise or abcome centered the available remedien, and may not conclude or exercise multiple remedies.

DENDT0006079 DENDT0006080 again such breach or ovent, excluding equitable ratio, which may be accept as described to ANGION 13.9 keeps.

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#### INDEMNIGREENVIOR

### 14.1 REPRESENTATIONS AND WARRANTIES.

- ed.1.1 Costomen shall indepently, defined and hand bandless f85, its dissectors, officers, employed, and agants and the berse, asceptom, encomesones, and possitions densign of any of those parameters independently. The result of the second section of any of the second sections independently seffered or incorrect ope a few independence resulting from arriang out of, or relating to any ordered of any improvementation or warranty of Costomer set Forth in this
- 14.1.7.133 shall indemnify, defend and hold berkless dustance and its directors, orthogra, employees, and approx ead the heirz evenutors, enconeccers, and permitted assigns of any of those precons (collectively, the COMPAPER NUMBERGERS IT for each equiver all Deresed Demagne actually suffered incurred by a Charlester Indemnites resulting irro, arising our of, or relation, explained the proposed supplies of the set inch in this Agreedment.
  - 14.2 HAISTONG ON MEN COTEDS.
- 14.2.1 Contoner tooll indemnify, defend and hold barwless the TSO indemnifes from and against all General Banages actually suffered or Incurred on a person, and resulting term, actualng out of, at relating to any class toose or any bear or Existing book regarding Contoner's performance or competitions of the outligations once this Agricusture of the obligations done this Agricustant with obligations any agreement between Contoner and the New or Parating Robels.
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- 11.0.2 YMO chill Indocunty, difend and hald investions the Cestioner Indocules from and against all Consect Decays contailly without or independ by a posson, and tending from an adapt out of, or relating to any civil name of a pay has not account pade by any has not account pade by any has not account pade by any has not account pade by a translation of account pade by any has not account pages formation of its adaptactions of account pages formation of its additional or which beginnens.
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# 14.6 INDEMNITIONATION PROCESSES.

- 13.5.1 The indexel features obligations at freth in this activity should be comply unless the party claving indexelfaction: (3) notifies the prize property of any matter in respect of which the indextifying aprily and of which the materity may apply and of which the materity may apply and of which the materity may apply and of which the materity are understand the indemnitor the appearancy is annealized an additional feature of an understand of an additional material or an understand the indemnitor of prejection independent and of a feature party fig. opportunity to control the response threaty part of the design of the feature of the region of the object of the region of the object control of the region of the object of the region of
- of compromise modes without the consent. The indemnifes egreen to concerne in good faith with the undersitor at the regiment of exposer of the indemnifes.

# ARRICUS 15

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- A.3.2 TOS Will indom. Hy, detend and model maintees the Costeens followed from and agettest any teneral lamages actually mattered or insurred by a person, and resolution from anticiping out of, one classing to any bring terromation. Promotions or other personnel action takes by TOS with temporal terromation. Promotions or other personnel action takes by TOS with temporal to classes active price to on after one from addition there and on not certain from or classes active price to on after one from addition between document of the last to a detailed by Constances of the testing of this agreement.

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- 21.6.3 The foregoing cans forth IND's aste and evaluation liability, and obstones a sole and exclusive teredixa, with respect to any circum for introspector.
- 19.8 PERSIMPROVIDEDING DECOMER. CONSIDER W.33 (McDevill, defined out boild bandless the NGO ordernices from nod against ell decreal Desegos estudily cuffered on contracted by a person, and rewriting from a mixing of of, or relating to any distance wagarding (a) any libel, whence, invacion of privacy, intrageness of

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# DISPUTE RESOLUTION

- 19.3. \*\*GRICHOMMENT REVOIS.\*\* The TMS Client Assures Depresentation are the Clittones Contained Medigar will seem as after we shall associately be required to exists party to below the performance or widnes party or below the performance or widnes party and the following success that Agreement. The TMS Client Saturce Depressantative and the Customer Control Department Askil Sanch David Sappression authority to which we described to the sentance or beloaff of the entities, and to resolve any diagnost, continues or client and sequence of the control of the performance of the control of the performance of the control of any formal sequence of the control of any formal sequence of the control of the performance of the control of the performance of the control of the performance of the
- 46.2 DISORD RECORDION DIA dispuses between the parties not resolved by the reans described shows that! first he resolved by ashieration purcuant to the terms pulse.
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- 16.0.2 the parties agree blet the averd of the arbitration shall be the cole and exclusive resembly pervises the parties reparting may claims, contracticities, isable or communiting presented to the arbitrators: Crat Com event when the contractions with the

terms and conditions of this Agressorb; that it shall be made and whall on payable by accordance with the asset by It 3, but have the of they have delectance ordinary and that any costs, less of those lacidom to endocoing the search chall, is the regimen expect produced by less be theread appoint the party excenting each andergrouper.

16.3 CONTINUES PREFEMENT Inites (a) an entire under this AMCION is involved a casa's by 126 for homeograph by Contended, or (a) this Agreement has been templated in worstained with other provisions of this Agreement, 128 shell contained to perform as abiligations under this Agreement during the acclusions of the perform as abiligations under this Agreement during the acclusions with this Agreement.

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### 19.4 TERMINATION FOR SCENDE

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2.1.2 Open Customer's creach of its collegation to pay 150 in shorocrance with Into Agreement, TNO Day berkichen kills Agreement upon hitsely 150 days critical without agreement, TNO Day berkichen kills Agreement upon hitsely 150 days. Other without some control of the Collegation and hitself is feel for the control of the Collegation and hitself is feel days. One control that his very population for payment 150 days. One control that is the composition for payment 150 days advanced as of the collegation of the collegati

17.1.3 If either party (3) is adjudanted centerpt or insolvent by a court of competent jurked mison, (ii) substantially remean to do bunnered as currantly conducted, (iii) fails to pay its datas generally as they become doe, or (iv) takes stops to desire.

conceiling such twees and conditions as may so appropriate, including terms and conditions, consisting the confidentiality of ten antiques. In the excess of (6) There technicalized as proceeded in Afficial 177.2.4. (1) Continents as the conditions as proceeded in Afficial 177.2.4. (1) Continents assistant on the Agreement of the Agreement son it continents to the Agreement of the Agreement son it continent continents and the continent continents of the Agreement of the Agreemen

17.3.2 If this Agreement is terminated by Customer for conversation, is terminated by Fist for a stantial Default by Customer or comment of payment obligations by Openamer, or explicat, Customer's right to see and access William and the SYLDY defaults shall cease, effective as not such applicable. Openamentally defaults on the Sylloy defaults of the Sylloy defaults

# TERNITATION ASSISTANCE SERVICES; BURVIVAL

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18.1. VERHALIDA HOW ADJECTIONS DESCRIPTOR SPRINGERING OF COMMITTATION OF CHIMCHISTON AND ADJECTION OF ADJECTI

15.1.2 Developing a pint for the orderly transition of Costoner data processing and Renote Database Rosser Savviose From 1980 to Customer.

15.1.2 Steept to has case of expiration of the Agreement, providing constraints training to Checemen's personnel in the performance of the Salvelone Them Design participant by 120.

10.1.8 Even in the take of formination for material Default by Outcomer or Seemble O'Getzer of the payment caligations, turnsening Contineer with duplicates of megacial tapes our print onto of Contineer's Gets been or promiding Outcomer with the Chatomer Seta to a form General appropriate by COS.

19.2 PREMINATION ASSISTANCE DEVICES TO While not be required to perform the Commination Resistance Services for a desired an excess of minery (99) cays from and white the terannolism date or the Expiration Date.

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### 19.2 YERMINATION FOR COMVENERIOS.

17.3 \*\* CREMENATION FOR HOMEONICABLES.\*\*

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27.3.2 INDOMENTAL BY ISO. At any time mpun or often dannery b, 2003, 2000 may beneficiary thin Agricustal provided, chair Too has gaven Chabbaser at least max (c) works written northe groot to the progonal beneficiation date. In the event of comb beneficiation, Obstoner and the program of a 23 inscribe one for the TOM Corviers actually provided under this Agreement up to the cents of correctional or the comb combined on the correction of the control of

### 17.3 SVENIS UPON TERMINATION.

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# ACCURGE 19

15.1. COMMITTABLE WITH ADMICTABLE LAB. Each party will comply with all applicable laws, within regularizer and orthonorse governing in business, refulfiling and issues. On the Effective law, and issues to the Effective law, and party, at its own expense, will have cotained all messeasiny approvals from governments!, requisitory or order number with its jurisdiction over the doubleton each perform the doubleton table this segmental.

# 19.5 200000: SUPCRY, EXCEADED CONVECTOR

18.3 NOOME, SECRET, MONERON COMPANIES.

18.2.1 Chatcher William responding for containing dry processery government appropriate commands experience to the experience of the e

Contrary, Costoners and these term term forecast and all team term teem grid.

19.1.2 Notivities and contrary to the second and all team Agreement to this contrary, Costoners shall not identify or limitively export (for re-except) any file Software, the 103 decision, we may offer teams that assistance provided by the contrary or destination for which the dulted battless government on a United States government group requires an export interms or other approvals for export without tiral beauty obtained such liberage of other approval, or (b) if experience and provide the appropriate the provided the appropriate that the subjection shell convice the appropriate or termination of the subjection shell convice the

19.3 EISDINS HATURE AND ASSIGNMENT. This surpresent small he binding on Custamor and ISSI and when redipective announces and canager. This Surpresent may have be easily mad by either pricty within, the grain waither command of the order party, which convent small but the unreasonably wideheid. Outcomer may not easing with on into autobust entity, except for suchbar affilizate of AMB Corporation, without the prior

existen comment of 196, which comment apail not be unresecondly withheld. NGC and I have see right to microstrant ray of irm unlegations under this Agreement to a third party without the comment of Cantoner; provided, inverse, that if the data center operations are enhanced represent by 196 to a subcontraction other than 100 or 100% COMMENT formion by advistion, the NGC are to the contract of the contract of the contract of the contract of the 190 or do no, only with Cantoner's great written comment, which content dealt on de unreasonably withheld. Including any all mosts incorrect in any such change, in discontractions.

15.4 NOTICES. Moreover make this Agreement one party is required or perentried to give vertices notice to the other, much notice shall be discused given the circle by either ion medium by one party, pentage progent, to the other party addressed as follows:

In the case of TSO: Steeldant The SASES Croup, last MC 8162 Box 629616 Box 629616 DBN Airport, TX 75261-9616 Fax number: (827) 267-9763 In case of Customer: In case of Cotheor: Shediant Teleservice Resources, thu. 480: Carbridge Read Form North, DX 75585 Fam number: (527) 355-8595

Any modifies that shall be mailed parament to the foregoing shall wise set delibered by hand or transmitted by faw and shall be effective when first received by the addresses. Either parament from these or time specify as the addresses. Either parament may refer either entering the addresses or faw tunber for purposes of this dysement any other address or faw makes upon giving fam. (3) days prior better motion behaved not the other

- 19.5 COMMISSIBES. This Agreement may so sweeded in several connecpture. If it should taken together shall constitute one single agreement between the parties.
- 15.6 READINGS All setticle and adhedute nities or captions in this agreement are for convertance only. They shall not be desired part of this agreement and is as very defaunt. Itself, extend, or describe the range or latent of any of itse provisions.
- 19.7 ELLATIONSHIP OF PARYLES, TWO SHEll or and not as an independent contractor becaused and or employes of excher party bublic be fement or in an employed of the order for any purpose Matterneer. Leaf party bublic comply at the momentum of the order for any purpose Matterneer is only party party bublic comply. It is now mempeons into the provisions of all applicables state and monicipal temperatures and with all states and femental least applicable to it as and employer

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agreemance teleting to this Agreement unet are not hally expressed bossin. He agreement, most fine ten, and one or discharge of this agreement wealth or while tailoss agreement withing and agreed by an authorized corporation of the properties of

- 19.16 GEOMETRY GAR This Agreement shall be governed by and monating accordance with the laws of time State of Texas, resurdance of conflict of laws rides.
- leve Tiles. Maivak Of Challes. As of the date of roughte exception of this Agreement, 190 and Controver ware, for wheelf and no schall of the present and former derivators, officers, representation, employment, attornaye, adviance, agency, and controver derivators, officers, representation, employment, attornaye, adviance, agency, and all persons excited his concepts and adviatorations, adviators and assigned, and all persons excited his concept his object of the temporary persons and the present and assigned the object party and each of the keyponanted vertice from any each person clears, demonstrate and each person excited his background to obligations, clears, demonstrate and each of the keyponanted vertice from any each all liabilities, obligations and either expect for the yelf of the forecoment, demonstrated where the present of the approximation of the second control of the expects of the second control of the expects of the expec
- 15.10 MaNNESS OF A COMMENCENT AND MANNEY OF ASSIGNMENT: If this Approximate is weatgated but thicke party by elimen 700 sec Contance, those, as of such data of assignment, 700 and functioner such, for iterast and on behalf of the Approximated Datases, two-object objects and discharges the other party and cause of the Segrements Barries from any and all Cluster (except for the 15) payment contiguations due with varpent to any of the 180 Segrements Barates because Segrements and the Manney of the 180 Segrements, for the party of the 180 Segrement of the 180 Segrement, from the bag, mainty of these the 180 Absolute of the 180 Segrement, from the bag, mainty of these the 180 Absolute of the 180 Segrement of the 180 Segrement of the 180 Segrement of the 180 Segrement, from the 180 Segrement of the 180

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- 19.5 6AYINGS CLAUGES Labels overtainly principles of tells Agreement is held to be sweeth dor superferenceable, and provision shift his demond andifind to the extent necessary to become would and anti-necessity.
- elimace and on a percent. Where agreement, approval, acceptance occasit or elimace and on ay educat party is involved by any provision of this Agreement such action shell not be unmenously (belayed or attack).
- 15.11 MAINOR. No delay or orization by either party hereto to exercise any right or gover derender coal, legals and right or power or or creatined to be a valued thereof. A water by either party of any of the movement of the party value of the movement of the party coal and the resolution of the party value of any or any breach of a newment shall not be commanded to be a values of any numbereding breach or of any other convenient mustained in this Agreement.
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- 15.2 NODIA dabbardes. All acoda releases, public dissourcements and public dissourcements on the public dissourcements of the approximation of the approximation of the approximation of reviewing networking without learnance processing of reviewing networking any approximation of religious distribution by the net recluding any approximation of the distribution by the control of the distribution of the di
- 19.4 NO IMESO MASSIT MESOLUCIARY taraget as otherwise provides neweign content to take Agreement ray on relief upon or small meserat any party other than customer or 15th instruct Horizon the freewomen, newtarg in this Agreement, either expressed or suplied well confer upon any engloyee of Conscious or 100 any right or vessely, neutriting extraord Historica, any right to exployeeout or continued amployment for any specified period of time.
- 25.15 ANIESS AGRICOMENT, THIS RECOMMENT, INCIDING MY DERECOMES Well-read to Dermic and attacked Dermic, much of which is uncomposed of in this Agreement for all purposes, noncritists the actions agreement because the parties with respect to the subject matter of this Agreement and Obers are no represented from, understanding or

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19.15, an assignment wall inclose any sale of stock or other transaction in which Costoner and 190 become disaffiliated.

ON DITES NOBERGY, DNG will Continue have much induced Cola Agreement to be aspect and delivered by its duly authorized officer, All am of the iffective Date.

| TELESERVICE RESOURCES, SEC.  | THIS SADRS GROUP, INC.            |
|------------------------------|-----------------------------------|
| Sy.                          | ay:                               |
| Name: J. H. Gron             | Name: Yhonea M. Cook              |
| Patter Freeldanc, ANR Globel | Ticle President, SABAS Technology |
| Dervices, Lan.               | Sciutions Division                |
| Sate:                        | Dets:                             |

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# MOTERANSONE SCY INTERESSEE TECHNOLOGY SERVICES 03/19/200

TRUESSRYICS RESOURCES, INC.

APD

THE EARNE GROUP, MIC.

DATES AS OF

JODY 1, 1998

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| 24.2           | Existing or New Hotels   |     |
| 24.2           | Employment Sciated Matters   | . : |
| 24.4           |  |     |
| 34.5           | Telengomunications Network   | . : |
| 24.6           | Indemnetication Procedures   | . : |
| ARCTCLS 15.    | DOMCE MAJEORS, DISASTOR RECOVERY, SERVICE INTERRUPTION   | . : |
| 15.1           |  |     |
|                | Disastar Recovery  | ٠.  |
| 15.3           | Service (sterngtist  |     |
| ARTHOLETICS.   | prepare exportancom  | . : |
| 26.1           | FERIOMERON ROVNEW  |     |
|                | Dispute Resolution   |     |
| 10.3           | Continued Performants  | . : |
| 2.820.29.20.50 | THOMEMATION  |     |
|                |  |     |
|                | Usnaination for Sewach   |     |
| 17.2           |  |     |
| 27.3           | Events upon formination  |     |
| ARTICLS 18.    | TERMINATION ASSISTANCE SERVICES; SURVIVAL  | . : |
|                | Termination Assistance Services  | . : |
| 3,8.0          |  |     |
| 26.3           | Stavisal   | . : |
|                |  |     |

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| ARCHOLM 19. | RISCELDANZOOG                           | 26   |
|-------------|---|------|
| 19.1        | Compliance with Applicable Law          | le.  |
| 29.2        | import, Expiret, Exchange Control No    | e e  |
| 10.3        | Dinding Natura and Assignment           | ç,   |
| 5.9.4       | Notices                                 | 10   |
| 19.5        | Counterparts                            | , c  |
| 19.6        | Readings                                | 18   |
| 29.7        | Nelctronphrp of Parties                 | e    |
| 19.8        | Re Schicklatzon                         | : 8  |
| 30.9        | Mavingo Clauco                          | 13   |
| 29.10       | Approvate                               | 19   |
| 19.3%       | Waiver                                  | ŧS.  |
| 39.12       | Attorneys' Fees                         | :0   |
| 19.23       | Nedic Reseases                          | s    |
| 10.15       | No Third Party Demoficiary              | 20   |
|             | Entire Agreement.                       |      |
|             |   |      |
| 39.17       | Walver of Clairs.                       | į    |
| 29.18       | maiver of Claims an event of Assignment | e Si |
| 59.17       |   | 2    |

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SCHBUULE 3.1 EASS SERVICES Correction/Implementation of all the delating Hotela commencing as of the Mifentive Date of this Agreement

An additional 10 days of training each year for Cistomer employees. Outlands will specify the sought group to be trained together with a cises syllabus at least one month prior to consencement of the channing. Content will be the cost of the YAO distributor's Fel.

Operations of the RATEST system within agreed service (AMES). ISS chall only be responsible for multinaturing the agreed upon cervice levels in the operation of SERRY between the TASS Cast. Center and other the Changes router as the router of any leading of any May of Maintain point which has a discovered consistence of the TAS Cast. TAS Cast. The Cast. TAS Cast. Cast.

Maintenance of the SDIRC2 application, purposes to SIGMODDS 6.9 berein Account management and taird level spolaration problem resolution implementation of CRSVISH and QIN ACCISS, pursuant to the terms contained in this Agreement languisal support help deck maintained twenty-four hours per day, even days per week, including cell legging and reporting

Programmation will be be belong determined to the and automatical womenation of the Delivery desired continues and the automatical termined and the automatical termined and the automatical termined and the automatical delivery determined the automatical delivery delivery to Consider the Automatical Statistics and the automatical delivery and the automatical delivery delivery to Consider and the automatical delivery delivery and the automatical delivery deliv

with the exception of fixer CNLTISE CONTINUENTIAL VALENCE REQUESTED), each of the excepting motate will be provided with 800 connectanity via WCMCON, in SREET, equal to the level

"Train the trainers" level of application training

frank the derabase administrators

ONE Conversion/Cutower Support

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available in ACTION when the client is debover. One availability or moreover of 1 require support, from whocher and the Gosa, and will be addject to the availability of their apport.

Whe high of PMS interfaces lighted below will be evaluable at uniower, subject to PMS wendow cooperation and support.

# PMS INTERPACES

| SMS_VSN020d                          | PRODUCT     | 7565           | CCISNO   |
|--------------------------------------|-------------|----------------|--|
| Note2 Data Systems                   | Sections    | 2 Way<br>2 Way | (FINE OMITTED - CONSIDERTIAL IMMARMINE REQUESTED) (STATE OMITTED - CONSIDERTIAL TREATMENT REQUESTED) (2) |
| dotel Information                    | GRO 130     | 1 9Ay          | [35000 CMCCCSH) - CONFEDENTIAL TREADMENT REQUESTED]  |
| Schortel Information                 | Normat      | 1 Way          | (YEAT OMETTED - CONSIDENTIAL TREATMENT RESOURSTED)   |
| N Corp                               | lwagInn     | i Way          | [SENT OWNERS OF THEST THE THEORY (SAME STATE)  |
| (YEAT OMITTED CONFIDENCE REQUISITED) | Frooristary | i way          | (First Ometree) - Construction therefore inequestrees  |
| SAT/CLS                              | C-Rea       | l Way          | LIENY 0415760 - CONFEDENTAL PRAFFMENT ENGISETED)   |
|                                      |             |                |  |

Note: Coad inventory and accolability only Note: Not yet impremented

xi.

# SERVICE LEVELS AND STRIBN PERFORMANCE

- Constal site hardware and and same that I be maintained by TRI, twisty-four house par day, never days par yeak, outject to SPIRI doubline raferrad to serschanter from their and Augustush, Achienada bearines, each as Continue bases.
- TSC may from those to them salededs the Schedules Devetime for mystem animalization and moffrence modifications. Detecting the Active of mid-cell 600 continuous animalization of the Schedules Active of mid-cell 600 continuous animalization of the Schedules Active of the
- The MABL for SPINIT application availability, not including any Schoolied Bondtham of Additional Schoolied Domitine, shall be a bondrie average of CHMIC OCCIDAL CONCIDENTIAL PRESENCE REQUESTED(9). The measurement of this 4601 Septh Septh on the BASI Loss.
- If, within five [N] more most acres the and of any relemble more in Nicht 180 as unsule to mean the Add of 1722 PMICEST ONTHINSTEAL MICHAEL PROPERTY ONTHINSTEAL PROPERTY ONTHINSTEAL PROPERTY ONE is not solve to rescore to me Medo of 1822 of 1822 ONTHINSTEAL TRANSPORT REQUIREMENT ONE TITLE OF THE TRANSPORT ONE TITLE OF THE TRANSPORT ONTHINSTEAL TRANSPORT EXCEPTION ONTHINSTEAL TRANSPORT ONTHINSTEAL ONTHINSTEAL ON THE STANDARD RESCONDENT REQUIREMENT ON THE STANDARD RESCONDENT REQUIREMENT ON THE STANDARD RESCONDENT RESCONDENT ON THE STANDARD RESCONDENT RESCONDENT ON THE STANDARD RESCONDENT RE
- In no event chas, the aggregate worthly amount set out by Customer for any one worth excess (PRI) GMITHS COMPLEMENTAL PRANCESS REQUISING SETTER CHIEFRO CONTESTED CONTESTED THE TRANSPORT PROPERTY OF the total monthly four belief by 180 for such month.

The average application conformance response time BASEs fine BERRI to eather the Chatcher renter of the first of any location of any New or called the Chatcher renter of the first of any location of any New or Called Option which was a direct convention to the You Chat Authority (provided them once connection shall notion 200's network augmenting and technology as already available to rech location) what he as follower

General Information System (GIO) Dieplay. Second Hight Evallability (Inplay. Single Property Neekly Availability Display:

Leen than [CEXT ONLINES - COMMONNELS INHALMANT INCURSING]
Less than DIGC ONCLING - COMMONNELS INCOMMENT RECORDERS
Leen than [CEXT ONLINES - COMMONNELS INCOMMENT INCURSING]

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- TNO will provide the NNO Data Center with disable avoidance Seatures, including, out for Significal to become feeling of the Computer Mount Servicely Computer Mount Servicely 1ff wate Tale Stronger 100 or Prove October Stride

The MASE for reservation delivery, not including any Scheduled Edwartime, shall be the following approach; decreases:

- Institution enwidence, describe requested parame (from convert c
- [TERM ONLOTHS OBGOINGUING, INGUINGER EXPLEIDED PRESENT (INC. CACCED) CONFIDENCIAL REGIONAL REQUESTED NO FAIL PRESENTATION REGIONAL OF ALL PRESENTATION REGIONAL R

DFNDT0006101 DFNDT0006102

# MARKSTING

- Separation

  1. The perties agree to jointly market the DelRCV subsides both!

  receivation system and the SMIDIV Countionality together which Customaric ball

  center operations (FWOTE SERMINITY OF SMIDINITY) and/or 70% securics (FMOE

  SMIDINITY), which shall be known collected in a first retwo Lunci Services (The SMIDINITY) as det forth octor in unit Searchie, and agree to FMIDINITY EAST-CASE (SMIDINITY), as det forth octor in unit Searchie, and agree to Jointly market use SMIDINITY which is to devices. The FMIDINITY SMIDINITY SMID
- 2. Askide 180 of Teaching Superinted.

  2. Askide 180 of Teaching in the province of the a potential outcomer (19020012A CD18879) for the Privace Lakes Sections, subject to the teach sector basics. In such that, the party that contracts with the Obstatial Castomer shall be the price contractor for such services and the other party chall be the ascocritation unless obstating agreed. In the case where eliber party is the price contractor, such party shall determine the cost of its own services within the ricerator, such party shall determine the cost of its own services within the ricerator. Contract shell give 100 over that for the Cost determine which is referred to the cost determines the cost of the Cost determine the cost of the Cost determines the cost of the cost determines the cost determin
- TSO and Costoper may agree to the following joint marketing scenarios, so described in this 4870 NLS 5.
- (a) 2018/CHRO MODINES: if Contower presently offers voice Beneviation Services or 608 Services to an Soleting Hore: Costower may provide the Private Laced Services on well set the SPART NUMERICAN Continues, and Costower small gay find the charges set Forth in ANGICUM 7 of this Agreement.

  - (b) XCC0012AL CLOCKED:

    (c) XCC0012AL CLOCKED:

    (c) (c) XCC0012AL CLOCKED:

    (d) (d) XCC0012AL CLOCKED:

    (e) (e) XCC0012AL CLOCKED:

    (e) XCC0012AL CLOC
  - (13) Is Coormose montracts with a Potential Claem for EITHON Voice Meservation Services (As Services, Courtness new provide the Private Looks Services, In such cream, Customer chall pay (20 the changes of borth in ANGION ) of this Agrandors. Underson the Provide the ACCAL Nulcibous Services, at a price pay not Account to be date-entired by 155.
  - (SAC) If Consider contracts with a Potential Client for ONLY the OFFICE Modifiance Services, Outcomer may provide much SPROT Modifiance derikace. In such exect, the price par Wet Necessation shall be determined by "NO, Consoner shall also."

## 30K200UE 0.5

## SHAMED CIRCUITS

One (1) If Press Belay directs numbering the SERNIF router at descriptort IN to SICK/c frame ratey node (COSSBOC ID # 2891295)

One (1) SCEEPS SIZE CAN CIRCULT CORRECTING THE SELECT TOURSE to SIZE at SELECTION (COSMANCING SCEEPS). Bother this calcult will be longer be in June atter the hear/fam application regions the CIPC Fame Fixen Mark is the entirely.

two ID 660pp Growind Coronits companiis from SITA's FIS between to the SPINCE router, allowing NVI disting capability from hotel quantumers (COCHACC 1294 225-468).

Two [2] TI Circuits consecting the mont/fac servars to two equivalent servars at 4CI (0000400 INSC DALLEY) and RITOYH. Mote, one of the two microtics will no longer by a new shorts, gifter the Strandish Oath of thic Agreement.

pay the Essente Excahase Addess Services thergos as specified an ARFICIS 7.3 of this Agreement.

(iv) The following cashs outsides the charge per Net Zemeroetto that walk be charged to Costneer for a Potential Stient, subject to the terms and mondrithous of this Agreement.

|         |         |     | SEATOS    |  |                       | FOR 107                      |
|---------|---------|-----|-----------|--|-----------------------|------------------------------|
|         | PROVATH |     |           |  |                       |                              |
| CERARIO |         | GD3 | MOUSEMORE | SERVICE<br>SERVICE                     |                       | SPIRIT RULL GOST<br>SERVICES |
| ž       | No      |     | tio       | ж                                      |                       | 5/8                          |
| в       | 788     | 30  | Bo        | \$17800 ONLOTED -                      | fuereauges treminae   | K/E                          |
| c       | rea     | 129 | No        | - GERTIMO 1220] \$                     | озваниеми жадрыя сар] | b/A                          |
| ŋ       | 228     | YSS | 228       | \$(138X1 OM1691D -<br>00005208311AL 11 | KRAIMENI REÇEBBIED]   | ASSESSMENT REGOSSACO!        |
| è       | ¥o      | 153 | Ис        | SCHEIDSNEISE<br>SCHEIDSNEISE           | estamber kaquesesol   | <b>3</b> /A                  |
| £       | Þo      | 753 | 238       | \$[02X1 OMTSP2D -<br>00HF2D2D21AL 22   | esviuzzi ričisejenj   | 084 An met¢                  |
| Ç-      | No.     | No  | *45       | ú!.                                    | /A                    | \$780 by 789                 |
|         | 7.55    | No  | 725       | \$[USE1 CMIPTED -                      | REALMERT KSOURSTEDI   | STAD by TEG                  |

 <sup>100</sup> agreed to hits a full time allegation for multihost base?
receivation system authorized to notamical Clouds. Outcomes, in its morbiting or selects, may be decisived as execution of action of the control of the cont

DENDT0006103 DENDT0006104

<sup>5.</sup> In the event that Outcomer provides the SOIRIC Bultiber Services to Potential Chiesta under AdioNol & Cuaromer shell do so under the serve of this Agreement, underso otherwise agreed to by YOU, With Agreement Will not be unreasonably situated. Such Service Williams Savines shell be subject to Determine Chiesta's distance two many and adapted to the reastwictions contained in this Agreement rejecting Chiestop's use of SCIGAT.

- 5. The bases and sombitions for the provision by Costoner of the SPIRTY settions torrings the appropriate Chico. shall be agreed to in spiring others in Tob critical speed as a work order to this agreement, prior to compenitating in which to the Reference Chicago.
- 7. TOO will give therefore product putcing by Japanay Mart of each year for product that eve be entitioned other than SYGHT (such as the Oyar Setsure to the 15% hopeful the season accurate. The content price for retrained Clients is 000 FREED (STRIP) COMPUSEITED FRANCISC EXCLUSIVE PRESENT ASSOCIATION. ORGANIZATION FRANCISC EXCLUSIVE PRESENT ASSOCIATION OF STRIP MALLESS FOR THOSE ASSOCIATION (STRIP MALLESS FOR THOSE ASSOCIATION). Agricontrology and development associated by 100. Implicentables and development associate would be performed by 100 at an editional charge on a time and materials basis, unless otherwise great in NOTING.
- South party will provide the owner with quarterly marketing stylews and joint temporing plans for amphoting of the Private Label Services during the appending quarter.
- 9. No revalides onal implication elicer perty for the mattering by the other of the private abel services. Customer may marge, in its diccretion way amount for the GRS devices and/or the Verse Personality to the verse personality devices which are provided in conjumnion with the SCHRIY delicable Services as assorbed above.

30K200L8 4.1 SMPLOYSES

[ISSN ONLYTED - COMPOSEMBLE TRRESPORT DEGREESTED]

DFNDT0006105 DFNDT0006106

SCHEBULE 4.3

SPIRET PONCYLONALITY

DESCRION TREE - CONSTRENETAL TREATMENT REQUESTED.

(MOCE ON PRIOR - COMPTROMPTED PREADMENT MEQUISIPED)

DFNDT0006108 DFNDT0006107

(MOSE ONLITED - CONFIGURATE VARATMENT ENGINEERS)

## NOW SPECIAL ASSESSMENT

### REACT SOCTWARS

SME/DEK BENGGIE NUMBERGET MUNCHUNGLEE: Revenue management application developed for Myeth by DMI. 1988 does not have any mights to market the applications.

20% SION ONDUE SALES (NOW ASPENSED TO AS REDSENCE SOVESION IN ): Group raios application for secol desire and marketing organizations that have a destinal or against analysis force.

PRICING BLOK SYNCE SLANSING: Application to manage meeting took (community had track cetaring events and generate forecasts at a property level, only immagnated with the SYMSHOM application.

SECORE DECREATY MANAGERSNY SYSTEM. Eyett PMS that is not marked by 150.

xti.

DFNDT0006109 DFNDT0006110

8098805A 4.3.1

EXISTING DOISES

(YERE OMITYSE - CONFIDENTIAL ERREMENT REQUESTED)

Niv.

TSG SOMIWARE

Such Severus Bandadow. UNIX named become categorist application developed by  $700~\mathrm{Cer}$   $100.1049~\mathrm{Sign}$ . Indeed and operated a, a centeri location for both comparison.

HAMPS/INDEPS PURS DEVENUES MARKHEMPER! (BODE RETEXABLE OF AS KARDENYA HAM. (M.). 20 based revenues management application disveloped by TBO. Designed as a stable-author, processy-based application for forecasting the successing inventory controls.

PORTO PREQUENT CORES (MON BENEZORE TO AS PORSERVE REVIADE TO ). Privated frequent gover appliancion beed to orwant and asimilar customer logality by offering remognization executions, can principle marketing simply sky elements and protections, can principle marketing simply of a guest preferations.

CERVINO INDERNOTED IN AS DESIGNAL MAKETM ): A distribution specycle system that constraints and southers borst invotantion and as set for loping the case's presentation and administration.

QuK.MC588-TM: A product line of DC David software products that transfers coquinetal transaction based heat suntrumments into versactia, near trainedly systems on providing wearly configuration sent insteaded. The software help dailine time continues continues and objects and officials Most control, comment overs, improve thatcomer outline vibranical groupes.

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SCHEDOLA 4.5.1

IMPESNENTATION ROLES AND ESSPONSIBILITIES

| Y90   | CUS P0MEX  |
|---|--|
| INITIAL ROLES & RESPONSIBILITIES  | INTITAL ROLES & RESPONSIBILITYES   |
| (FRIDT-PAGELSYLEGII)  | +1800EWH28.18.0.000)   |
| PROJEKCE MODAGEMBECC:   | econot namagameet:   |
| Identify Sucpo of Droject   | Scintula Enternal Costessa Project Fium  |
| Crease & Meintain Project Plan  | Coordinate Implementation Activities between<br>Costoner and Smitting Notels                       |
| Occidente Implementación<br>Accidentes between Customer and 280   | Conduct Regular Stabus Meetings with the various<br>Cabtomes Groups Involved in the Implementation |
| Conduct Weskly Internal States<br>Meetings with the vurious Grouds  | Conduct Regular Status Restings with the Sxisting identify/resolve any outstanding lastes          |
| Conduct Monkly Status Mootings<br>with Customer to identify/resolve any<br>outstanding lastes               |  |
|   | OMMENICATIONS:   |
| Network:  | Network:   |
| Order, Install & Cent Corrects<br>between Customer's Reservations Office<br>and TSO Data Center as required |  |
| Configure Notwork to conside<br>Customer Res tractio  |  |
| Verify Costoner Websito between<br>Recoration Copiet and Propostics ore<br>configured paint to entower      |  |
| Verity Setwork Connectivity<br>between Exteting Foreta & Costoner   |  |
| Verify Network Connectivity<br>between Skisting Notels & 198  |  |
| Bactware:   | Kacdware:  |
| Verify Cuctomer Kardware<br>Comparihitty with SSID'S and mela<br>Kardware recommendations                   | Load SPIRIT software on workstations   |
| Verify Custemen Hardware is<br>suppations with Seffity  |  |
| Coordinate Ordering, Snipment and<br>Installation of Laudware, are required                                 |  |
| Obtain Sive the for Existing that a specific contains accessing   |  |
| Seight via bial no  |  |
| Creare Hiel up Conkernes for<br>Bristing Kotels accessing   |  |
|   |  |

DFNDT0006111 DFNDT0006112

| Oreate Pax File for existing<br>Hotels receiving bookings via |   |
|---|---|
| for machine Daymanek Chraylog:                                | IACARAN CUKATION  |
| Crease Datebase for Existing Notels                           | Compile Data to Copilate Databases tor<br>all existing Notels |
| lest Databacco for all Existing Hotale                        | Populate Ostabaseo for Existing Botals                        |
| Achivate Databases & turn over to<br>Cushomer for population  | General Maintenance Section                                   |
|   | Drowning (Jobe) Meintenance Gention                           |
|   |   |

DFNDT0006113 DFNDT0006114

# SC0997148 4.4

# 2879111918380584811119188

| 784  | ORDING ROLLO & RESPONDENTIFIES                                      |
|--|---|
| ONGOING WORRS & MESPONSIDITETIES                                       |   |
|  |   |
| PROUSE Freiert Wanagement for New Hotels                               | PROJECT MANAGEMENT:<br>Coordinate Implementation Plan for New Motel |
| ercoulde project variogeneric for ver roters                           | Implementations   |
|  |   |
| DATABASE CREATION:   | DRIABASE CREATION:  |
| Create, Fost & Activate Databases<br>for New Hotels                    | Compile diramedo information for each New York:                     |
|  |   |
|  | Populats Database for each New Hotel                                |
| COMMUNICATIONS:  |   |
| Notes Conscilling  |   |
|  |   |
| (threin Sita (Os for New Jotels accessing<br>- SCIS)Y via Dio? up      | 3   |
|  |   |
| Create Dial up Dissettes for<br>New Lotele accessing folker via modess |   |
|  |   |
| Create haw File for New Hoods<br>receiving bookings via fer machine    |   |
|  |   |
| VR6150NG: 33A1015  |   |
| standura SOIRIY Training Muterials                                     | Update/Costomize Training Nacerials, as needed                      |
|  | Train Customer Datacage Maintenance for each Rev Ectol              |
|  | Tuein Customer & Notel Reservation Agents                           |
|  | Sotop Croporty Communication for Diak up hotels                     |
|  |   |
| GHR CONVERSION/COPOVER:  | GNR COMVERSION/CUTCVER:   |
|  | Brownish C. ann. County Ann dated force from                        |
| necticy 2 test. Ann visite account contain                             | Provide C.Lovet Support as New Motel Conscious                      |
| Third Level Support  | First and Second Level Support                                      |
| Uplona 4 Convert saks  | Provide 338 tape/data file to 188 for conversion testing            |
|  |   |
| Process Exception SMPs from SMP Conversion                             | 1   |
| Yest 498 ConnectAvity (Type & and 8 Traifi                             |   |
| Coordinate and Test Seamless leage inverte                             |   |
| Provide Outowar Support at 150 ADQ/290 Dat<br>Center                   |   |
| ACCOUNT MANAGEMENT:  | ACCOUNT MANAGEMENT:   |
| Edentrify & recolve any incres that may                                | Identify & receive any icomes that may arise with                   |
| arive with Charanar  | New Notels  |

Onversion of records from any CNS other than ACTION and DDS will be Willed on a best or Additional Service an defined in APINGLE 7 C.

xvii.

# SCHEDULE 6.5

CONTINUED ADDITION PRAIRING

ONEDWIND TRAINING SOLUCIAL

CONTINUED TRAINING STRAINING

rasminder Replacement.

Virain first and wecomed loval support.

Their white loval support.

GRN CONTROLOGYCOUNTURE.

Deswrips Authorised Otto Conversion.

Provide That happe/face files to 15% for conversion conversant baseing.

Losal OBE Conversion Ecogram.

Deswrips Obtaver Support to deplay or Their Replayment of the Replayment of the Replayment of the Replayment of Replayme

Detailing Office Customer Clike (\*\*)

Default in Gibbs (\*\*)

Detailing Gibbs (\*\*)

Detailing Gibbs (\*\*)

Opined Customer OBks (taps or data Ells: Complete latabase Requirements for Seamings Comments with said smally data is correct.

Digilay Outsince support at 1900 cod Oceanier

Yest (UNA Connectavity (Type A.5 Type H treatic) That was advanced.

Coordinate Scanless Interface Connectivity

# TMAINING

EDINIONO MATERIALO. Creening for the centrel mecrwation agento, adelowaretawe percental and the grapheties to of oracleal importance. No util growide All of the training necessite 't uses in unrandom espicyces to the SPIPE gares and which are system relaxed, including keystude procedure and Principon supplications. Manufals for conditionation such to the SPIPE system with provided by ToS de Liey are indeeded. Thaining outselfact, including COMMARS for the following arms with SP provided:

- Help Gerk Reports

APPENCACION CRAINENG:

Conduct Database Training Conduct Train the Trainer Reservations Training

Assist with Client (Property)
Cranting for (SEET ONLYSSE) COMPLIANTIAL
YMMOLHROR REGISERSO).

Process trooptions to GNR conversion

Determine Cutover support (besde & locations)

Data Application

Sphicot Matter Samerts

- Reservation Applycation

- Datehase Admirestrators

COLOGO SYSTEM CONDICCIONATION: In order to become promistive in home of disconning hew best to depicement and utilize disALIT, key metro, identifictivers, privaters, and technical paronneal best the benefit of in depth tracking. Dail process while also give Customer personnel the inocessary skills to begin identifications are access where the application and more be computed for a stagency and initial familiarization for this consequence be anomaled. For antiquence that initial familiarization for this consequence be alreaded into two descinon with a follow on recession exceed to beam the training coasse development. Of a supported that there expendedly the tracking descination for the consequence of the support of t

GATALAGE MAIGHEMARCH. This course is designed to distance the participants with a manufacture on how to tube advantage of the flexibility of the SPTATY database. Those attacking the class will develop a compacto maderatamoning of bow the system manager cases and the various ways noted may no represented. A complete cristies of all the database maintenance, inventory, and retain functions are included as part of this class. Those details and conformation will be critical as Customer Accided by MCDRC will be implemented in the invitament.

fm\_trxlly, 900 will train up to eight (8) participants who will attend ten days

DENDT0006115 DFNDT0006116 TRAINING OFFICEOCOMPUTERING THE TRAINING WHO ARE experience SPIRIT CONTROL participants will develop a comprehensive Learning program on Learning to tensors, the SPIRIT Theorem participants will develop the craining for Contrast will develop the craining for Contrast and de componential for controlling will down training.

Consent Application Idaleins with Spoil Accesses shalls as the Counterior, general application receiving is more meaningful and much sender. Wrongs the tree of evantures, the preticionals will occurs the executive analysis to law & applied for insectation and processing and will them be sold to advantage and the counterior and applied to a processing and will them be sold to advantage accessing

lankially, 185 vill craim up to eight perclimpeats who will stread fire (b) days of chaceas. Idd will also provide one () week of training support for each switching during.

ZXX.

DFNDT0006117

opplication has failed to operate according to operationations, at will or chareful as a level 1 Stront. Those problems with or finement to the stocame Manager who will descrape if it is a system problem of is frontiening as Designed. If it is a system problem, the overestim will be prioritized and the fur will be performed through either a generic enhancement vellages or as an intertie nontrention. Even 1 3 stront include but are not limited to agreem bugs which do not impact system weakfully and can be written atomatic account in these crotices would be reactive with either the next release or bariley (as determined by 18th development).

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- 1.8 'CHROSIC PAYMEN' DEFAULT' can the searing given to it in Section 3.3 Xevolu.

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- 1.17 1560/350000 would collection to, share bysigment under this Progress, Act well as Grants Equipment and Address Equipment. Munaged Equipment is specifically excluded coder this Addition.
- 1.24 regalarded theory means the cost from a vender for provide equipment or Section Equipment, or the Equipment cost on identifiers on the applicable Equipment Schedule for any SASSE Equipment listed thereon.
- 13 MACHINORD PROPORTS ARROWS THE PROCESSES TRANSPORT TO COMPANY AT position maker too topins of this expression and the operative appreciate relates to the Debreak loss, Associated Actionsh Mydgenia, Desp Process, Introduction Contract and Victorian Internation.
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| 2  | TREE PART REQUESTS                              | NYTHENNAG<br>O  | Exce   | 19229 OWLTED -<br>PREMEMBERT BERNE  | OMOIDESTAL<br>STEEL.       | 20127800     | 8/30/1998  |        |
| 4  | TEXT DELIVERS - ON TRANSPORT                    | STEEDON FAN<br>15' -  | 20'00  | SCHOOL SECTION -                    | CASSIDERTIAL<br>SIBIA      | WITH SERVICE | 9,/30/3999 |        |
| 5  | [GENE ONITED - OF<br>VERNINARE ENGINEER         | MATROZOTAL<br>CO.   | Proc   | TREATMENT REGIS                     | GUSTDZATYT                 | TOUSANCE     | 3/30/1398  |        |
| ŝ  | TARREST ON DOORS CO                             | arideonal<br>O  | Proc   | ORGANICAL BROOM                     | COECIDADIAL<br>SCIDI.      | 20123800     | 9/:0/1998  |        |
| ;  | TABLE CHILDRED - OF DEBUTASON - SECURED         | SOURCE PIAL  C. SOURCE PIAL  CO SOURCE PIA  SOURCE PIAL      | Ston   | SORRE CALETED<br>SERVICES LUNGOS    | CGAVIDOMGA,<br>SIBU).      | 90,8480.00   | 9/35/1999  |        |
| 5  | [2820 0M15782 - O<br>288828287 28QUESTO         | mainestial<br>L.  | Proc   | USEA ONTARES                        | operitanteal<br>oper).     | Y6484800     | 3/33/1998  |        |
| 9  | ASSENTANCES EGGSSSSS<br>LARGE DATESCED - CO     | OFFIDENTIAL  OC.  OCTOR  OFFIDENTIAL  OCTOR  OFFIDENTIAL  OCTOR  OFFIDENTIAL  OCTOR  O    | wor    | GESTACOUS BROWN (LINE) -            | COCCIDENTIAL<br>ETENJ.     | TOGGREEK     | 4/10/1008  |        |
| 10 | DESCRIPTION SECOND DE L'ARRA CHILDRE CHILDRE CO | 97108N:35%<br>[5] .   | Bross  | ZERMANOUL UBĞOS<br>SOMME ONULLBO -  | convintente.<br>Bizbj      | VII.38800    | 9/30/2998  |        |
| 11 | O CERTANO OSSO)<br>DREADAS FASACASAS            | SEPIDESTIAL<br>ED .   | Dece   | JESEN JOSEN REGOS<br>*ISEN OKTABED  | COMPILENTIAL<br>CIED).     | YVLSASCO     | 2/20/1999  |        |
| 15 | изволиест вебесели<br>(извел омпадер — се       | asidestial<br>GC:   | dree   | OSZATRODI SKORK                     | coccidaviini<br>steej.     | TOLOASCO     | 4/20/1008  |        |
| 13 | TREATMENT REQUESTS                              | NOTESTIAL  OFFICE OF THE TOTAL    | Fron   | SOSSE IRRORANSE.                    | OMYTOGRADA<br>Sirbj.       | 30.34503     | 9/30/1998  |        |
| 14 | (cur. Ceurado - O<br>casaculada Sagueso         | Onvilencian<br>Di.  | 2200   | JUNEAU DEFLIED                      | Cicamantina<br>erep).      | 707 JSAS(00  | 9/30/1998  |        |
| 15 | VERSON OMETESS - CO                             | O().  | èrce   | DESATMOND REGIN                     | cocribaria.<br>Steoj.      | 1055ASCC     | 9/20/1008  |        |
| 16 | TREATMENT SEQUECTS                              | 9501887/144<br>(2)  | Fros   | SETES ONCERNO<br>STANSON TO SEE     | OMUTOCOTIAL<br>SISDJ.      | 20705000     | 9/30/1998  |        |
| 17 | [2831 080 WM9 - 03<br>2884-8891 88(0881)        | MITTERNITAL.  | Darson | TREATMENT REQUE                     | 0000000000000000<br>0120]. | 009A8,1W     | 9/30/1998  |        |
| 16 | PRESENT OMITTED - OF<br>VERNOVNOSTE 60000011    | SELDESTIAL  C)  SETIMOSTIAL  C)  SETIMOSTIAL  CO  SETIMOSTIAL  CO  SETIMOSTIAL  SET    | Prec   | 11727 ONLTTED -<br>TRIBTURGO REGUN  | compidatia.<br>eredi.      | TOUSASCO     | 972071338  |        |
| 12 | ASSESS DATE (FOR SCIENCE CONTESTED CO           | 9900000144<br>9():  | Free   | CESTS ONSTRUCT - CHECKO TREES       | OUSCIDENTIAL<br>ACCOL.     | 70139306     | 9/RC/L998  |        |
| 40 | pagations vagging to                            | 2171D20(13A)<br>(3)   | 2001   | ARKMANNEL SEGOS<br>ARKMANNELLED     | commingental<br>pres).     | W7.SARCC     | 9/35/1999  |        |
|    | VERSCHARE EAGUSETT                              | O   |        | TETATION REQUE                      | 9720].                     |              | .,,        |        |
| 32 | ASKW M-Soc Reduces:                             | 9910002144<br>O   | Yess   | SERVING LANGUES -                   | CONCEDENTIAL<br>STRUL      | 20122300     | v/kc/L990  |        |
| 23 | 128X1 0813V890 + 0X<br>088A18SM 8803V660        | O, .<br>DOMESTING THE STATE OF THE | Fron   | CALLING AND LESS SEED STATES        | CONTIDUCTIA.<br>813D).     | W.SAROT      | 9/30/1999  |        |
| 24 | 12820 OM15935 - OF                              | NEIDESTIAL<br>NEIDESTIAL  | Proc   | CRITICAL PARTS:                     | CONVILANCIA<br>Stroj.      | YULSAS00     | 2/30/1398  |        |
| 25 | TYROCA OMEGGES - CO                             | WAIDESTIVE  | 22.00  | (PERT SHEETED -                     | 000010001170               | 10555500     | 4/10/L008  |        |

#### CORCURATE/DRANSSACK ACROSMICON

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#COCAMOS: Seller agreed to sell and outer agrees to principle from Newson to outpress. Noted before the Marriamount is commondated with the market and conditions appointed to this Estimate (Desirbber) Agreement dates as of Aspenden 17, 1884.

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| 44  | Mig lines.  ETEXT CHILDRED - COMPLIENTING,  CREATERON SERVICE CHO.".   | Pros   | TYXWY CMCTTPD - CONVIDENTER.<br>TYXXWYXXYY ARESOSOTIN).  | WILSAROR  | 9/30/1994    |               |
| 15  | (SERT ONITSEL - CONFIDENTIAL ORGANIZATE ESCURSINO).  | 5200   | THERE OR PERSON CONTRIBUTES.   | TELSASOC  | 2/32/1338    |               |
| 46  | PROCESSES ENGINEERING  | PEGG   | [EZET OBJITH) - (DECEMBERIS)<br>GRZANNOPY REQUESTED).  | 20588801  | 4/35/1998    |               |
| 42  | PROCESSAGE CONTINUES SERVICES CONTINUES CONTIN | Serve  | SARMA ON SEED - COPARDRIBLES !   | 40759866  | 9/30/2998    |               |
| 16  | [DESC ONLYSES CONFIDENCIAL TRESCOVERY BACHESTED .  | 2000   | TRANSCRIPTION CONSIDERNIAL TRANSPORT NECESTRAL   | YULKASOC  | 2/20/1999    |               |
| 49  | TWOCT OMETERS - CONSTITUENTAG<br>TREGEREGE EGGEGIES):  | 2606   | iczer osciiko - (becciozalia)<br>cezacecci ampostrenj.   | 20032201  | 473071900    |               |
| 10  | PRIOR OMUTTOS CONDIDENTIAL<br>TREATINEM MANGEORES!   | Fron   | POLET OMITHO - CONFIDENTAL<br>INCHMOMENT REQUESTEDJ.   | 120.24200 | 9/30/1998    |               |
| 2.4 | (PERC ONLYSES - ORTHOGODIAL<br>TRESPORTE BACHESTED, .  | Pros   | *ISSY DRIFTED - COMPIDENTERS<br>TRIAMMENT REQUESTED].  | YULKASOO  | 2/30/1998    |               |
| 55  | (YEST OMITTED - CONFIDENTIAL   | Proc   | (FEET ONLYTED - COMPRESSION  | 2058A800  | 4/20/1008    |               |
| 23  | [PROC OMERSEO CONSTRUCTION TO THE PROPERTY OF  | IMAG   | TRIFF ON THE CONTROL OF THE  | 10.37800  | 1/10/1998    |               |
| ±6  | [CRIC GMINYMO - COMPIDENCIAL<br>PROFESSION RECTASTRO; .  | 0851   | YISTY ORIFIED CONSIDERNIA. THAN WENT REQUESTIVE.   | 20_848_02 | 3/35/1998    |               |
| 57  | PRESS ONITSED - CONSIDERSIAL VERSCHEST ESCHOOLS  | DAZD   | TRINTONITED - CONFIDENTIAL TRINTONIC REQUESTED;  | TOUSASOC  | 972071338    |               |
| 20  | [PER OMUTEO CONTINUES   PORTO GROUP  | 13550  | Contrador - Contra | 20239300  | 9/30/1998    |               |
|     | [TEST OMITYMEN - COSTIDENCIAL<br>CRESCRIPT REPRESENT.  | 0420   | TENT ORIFIED CONSEDERTIEL TENTAMONET REQUESTION].  | YULKASCC  | 0/00/1998    |               |
| 59  | VERSURED SECURETRY .   | DASO   | (1387 ONLTTED COMPRESSION TRANSPORTED).  | TOLKAROU  | 2/20/1208    |               |
| ()  | THERE SERVICES CONTINUES THE TREE SERVICES FROM THE SERVICES FROM  | DASO   | Price OMCTORO - CONCIDENTIAL<br>WELFARMANT REGULARISMI.  | 90030000  | v/80/L998    |               |
| £2  | PREST CHITYPE: CONFIDENCIAL TREATMENT SERVICES.  | DASD   | TERM CALFIED CONSIDERFIA.<br>TREMPORET REQUESTED).   | WLSASCC   | 9/95/1998    |               |
| 5.3 | PRESE OMITTED - CONTINUED PLAN<br>TORRESONARY EMPLOYIES, .   | DASP   | (ISEY ONLTHED CONFIDENTIAL TO ZATRONI TREQUESTED).   | TOUSASCO  | 2/30/1998    |               |
| 0.4 | [MOC MICTED - COMMISSIONAL  MARKINGON ENGAGERRO)  [MENT SHAWOOD - COMMISSIONALS   MERCIES - NEW YORK   MERCIES   MERCIES - NEW YORK   MERCI |        |  |           |              |               |
| ¢5  |  |        |  |           |              |               |
| 66  | [TREE OMITYME: - CONTIDENTIAL<br>TREE-DATE TAGGESTED] :  | DADD   | *1334 OKUPPEO CONSILARTIA.<br>TRIAMBANI REQUESTIOJ.  | YULSASOC  | 9/39/1398    |               |
| 67  | IMMOST OMESSAGE - CONSTRUCTORAL  | 126.60 | 10702 OWNERS - (SOMEDONALIA)   | 20033500  | 4 / 2071 990 |               |
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| 69  | (PERF ONLYSEL - CONFIDENCIAL TRESPORTE FACILISTS).   | 09/31  | *1337 OKITTED COMPILANTIA. TEXAMONT NEODESTEDI.  |           | 2/30/1888    |               |
| 5.0 | PRIOR OMETERS - CONTENENTAL<br>TORRESPONDE REQUESTION  | DAKE   | 18282 ONCORO - CHCCCOONTING  |           | 1/30/1720    |               |
| 72  | Large, connected constituents of   | DASD   | Spins owiasho - connincestor   |           |              |               |

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|      | TREATMENT SERVI                     | (C22 23)   | •         | SOSS 1526WARK                      | 5813bj.                                 |             |             |               |
| 50   | 12832 00139323                      | - 000010000100<br>PSCH 2                               | Cape.     | CRITISC YXXII                      | COMMITMENTIAL                           | WLSSSC      | 9/30/1998   |               |
| 52   | LUCCL OWELLSO                       | CONSTRUCTION (CONSTRUCTION)                            | 10606     | (FZST GN/TURZ                      | - 000001035(11M)                        | T0556388.4. | 473071328   |               |
| 92   | THIC WILESON                        | COORDINATIONS  | May e     | Special oversities                 | - describerrasi<br>destruit.            | 170134800   | 4/30/2900   |               |
|      | 146416551 55-1                      | COSTIDENTIAL<br>PSTRO                                  |           | SAME AND COMPANY                   | COLUMN .                                |             |             |               |
| 64   | TORREST CHARTESTS                   | CONFIDERATION  | Varoe     | SESSE SMORRED                      | - CONTRIBUTION                          | PROSSOR     | 4/36/130A   |               |
| 93   | TARK, OMESSON                       | COMMUNICATION (COMMUNICATION)                          | Mag.e.    | ANGERT ANGERED ANGERO              | - (000010201191)<br>(58156).            | 70132800    |             |               |
| 46   | fossi cennyes:                      | <ul> <li>CO22108343345</li> </ul>                      | tage      | KIRWY CKLINED                      | CONSTRUCTOR A                           | WILLSASSOC  | 0/30/1998   |               |
| 4.4  | Triese outhess<br>versioner eac     | KSTRO, .<br>- CONPLINEDERAL<br>INSTRO.                 | Tape      | TREATMENT RECU                     | SOUPEDENTAL                             | TOUSANCE    | 2/20/1798   |               |
| 9.0  | [MKK: OMESSED                       | consumeriac<br>estro(.                                 | "Cap.s.   | Spend overdon.                     | - (000000000000000000000000000000000000 |             | 9/80/1998   |               |
| 40   | THERE CANADAMAN<br>THERESON SACT    | COMPIDENTIAL COMPIDENTIAL                              | Tape      | SERVICE REGELERATE CATALOGUE       | CONSIDERRIAL                            | WILSESOC    | 0/05/1998   |               |
|      | ASSESSMENT SECTION                  | - CONFIDERRIAL<br>INSTRO, .                            |           | 25/28/28/201 (SECTO                | SERTIFI.                                |             |             |               |
| -02  | AMMANAGE BEST<br>LANG: AMMANGE      | - (COMMISCATAG<br>DENED).<br>- COMMISSATIAG<br>GENED). | 10604     | Trans Occupio<br>SERVINOSE BROS    | - (AMC1828119.)<br>ASTES:               | TOUGASET    | 973071990   |               |
| -62  | TREAT CHILDRED<br>TREATNESS NAVY    | COMPIDANTAL<br>(CSTED).                                | 2809      | SERVINGER REGE<br>SERVINGER REGER  | COMPIDENTES.                            | WU_SAUCC    | 9/35/1998   |               |
| 20.3 | (CREO ONLYNE)<br>TRESOVERT AND      | COMPINEDIAL<br>PASTRO                                  | Dago      | TREATMENT SHOU                     | ODNOSLEMNIA.<br>NOS ESPI.               | 20254500    | 0/20/1999   |               |
| 194  | TRESCUENT SOQ.                      | - CONTURCOTAG  | "Carrie   | (PEET ONFTHE)<br>VSCENEDI REGG     | - (00002002011A)                        | 20032800    |             |               |
| 165  | TREATMENT SETS                      | COSTIDAN, ISL<br>(COSTIDAN, ISL                        | 2805      | SERVICE TRANSPORT                  | CONTIDENTIAL<br>SNING.                  | 20788806    | 9/35/1998   |               |
| 206  | 4868-06504-1980.<br>(ARKT-0017-580) | CONTIDENTIAL FECTED; - ONTIDENTIAL FETTER;             | Tapa      | TEXA DEPARTS                       | (9001DEST16<br>NOTED) .                 | TULSASOC    | 9/30/1998   |               |
| 157  | AMMANAGE TEST                       | CONTINCTAG<br>CSIBD).                                  | Webe      | franciosamen<br>estamben kiego     | - COCCEDIOTATION                        | T0588500    | 413611999   |               |
| 100  | [2100] ONLIGICO                     | computermited<br>ecited).                              | Mag s     | SETTLE ONCURS.                     | CONTRECEDENCE                           | 2004000     | 9/30/1900   |               |
| 200  | FORGO GMINNOS                       | - descinerant<br>Perces :                              | Capa      | PRAYMONT REGE                      | CONSTRUCTION                            | WINASCO     | 3/30/1998   |               |
|      | Types curress<br>versesees seen     | CONVIDENCIAL<br>SAIRO                                  | Verne     | (FZZT ONFTER)                      | - CANCELDANTIAN                         |             | 41,5911,539 |               |
| 112  | TARKEL ON DESCRIPTION               | CC0/STESSTESS<br>(20/E0)                               | Magae     | SEED ONCOURS                       | - CONCIDENTIAL<br>MATERIA               | 70133300    | 9/80/1998   |               |
| 112  | These can seem                      | . GOZZIBOACIAŁ   | At a real | Viscos investigation               | CONSTITUTE .                            | 507 84800   | 315511336   |               |
| 113  | (VERY CHITTED VARIATION COO.        | KOTEO, .<br>- CONFIDENCIAL<br>INSTRA                   | Vace      | SERVICE SERVICES  DEPARTMENT SESSI | constitution.                           | THUSASOT    | 2/20/1228   |               |
| 119  | [MOC: OMEGGEO                       | 0098008007146  | Year, s   | Sessio onsulation                  | - descrossina:                          | 20032200    | 9/80/1900   |               |

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| S PRESS ONITSED CONSIDERSIAL PRINCIPLE (CONSIDERSIAL PRINCIPLE)  | DARO (ERRO CONTINUO CONTIDURALI<br>TREATMOND RECORDEDI.  |   |
| TARK NAVY NEGOCKERS).  |  | 70.22200 4/45/1998  |
| 74 POPRI 040 MMCC: - 0007 FECOLOGO<br>78 PATREON NEW / MESSON .  | DASD WINEY DECEMBED COMMINSORDAL<br>INSAMMSSOR SEGORSIZED].  | NU 84800 2/30/1998  |
| 6 PREST ONLTTED - CONSIDERATEL **CHARGOGO GOQUECTEC():   | DAZD (LETT ONETTE) - COCKIDECTIAL<br>TOZMTNOST (REGUNSTER).  | TOUSASCO 4/20/1998  |
| 77 [THEN OMETICO CONSIDERATES TRANSPORTED TO THE TRANSPORT REQUIREMENT.].  | naso (teet daltiko - fontidebila)<br>trektaret ekquasukoj.   | T0.000CC 4/%C/1990  |
| FERRY CHRISTON CONTINUES.  | DAGD (TORK DROPPED CONSUPERTURAL<br>TORRANDERT REQUESTED).   | W124600 0/30/1999   |
| <ul> <li>Pagge owings: Obserbergial<br/>VERSENSER SEGUESTRO.</li> </ul>  |  | Thursen 9/20/1338   |
| O PERCOMPTER CONTINUES.  | HASO (TERT ORDINE) - (DESTREMENTAL<br>TREATMENT PROPERTIES.  | TOLGASCU 4/30/1998  |
| FIGURE CANDALS - CONTIDENT DESCRIPTION DESCRIPTION DE L'ARREST DE  | LATTSTUZZOO - CENTINO YOUN DAGO<br>[UZIOZOOGA TAMOTEKOY  | 97.588800 973571999   |
| 52 Pagga omitted - continential<br>reserved expression.  |  | 16199800 3/39/1998  |
| <ul> <li>Pager Onlesso - Coordinatella.</li> <li>Pager Noor Regulation.</li> </ul>   | WHEN THESE CHATTED - CONFIDENTIAL CHESTOCHER PRODUCTION OF THE CONFIDENTIAL CONFIDE | 201093000 8\10\1000   |
| TREE CONTINUES - CONSIDERATION -   |  | 1011SARCC 9/33/3998   |
| SS [ORAC ONLEGE: CONCEDED THE VERSION OF BEGUNSTER   | Daga HISOM COUPERD - CODESTIAGETTA .<br>TATAMANI SEGUESTED].   | 917.548/97 937.071.998  |
| 66 PRESS OMISSED CONSIDERSIAL MERKANOSS 600000180).  | Twee (FIRT OWNTED - COMPIDENTIAL CREATORDY RECORDERS)  | TOLGASCT #2:071998  |
| THE THE ONLY WE CONTINUE THE TREATMENT WAS A SECURED TO SECURE THE TENTON OF THE TENTO | TAGE STORY OWNERS - CONSTRUCTION .   |   |
| 66 (CRAC ONLYMED - COMPLICACING<br>CREACOCKS SACRESSES).   | Tape "ISYT COUPTED COUPILEDIES"  | NELSASCC 0/30/1898  |
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| andiaco. Inc. Confidentia  | Dogs 2   | 3/1   |

|     | TREALNESS SEGUECTES;   |          | defender rangementali.   |            |           |
|-----|--|----------|--|------------|-----------|
| 15  | PERK ONLYGO - COCTIDENTIE:<br>CREATERIN NEGHESTED'.  | Taya     | CERCO OCCUPED - CONSUMENTERS.  | SOBALIW    | 9/30/1999 |
| 15  | Pages owither constituential versament account .   | Quye     | TREST ONLTED CONFIDENTIAL TRESTED RECOVERED .  | 2018A860   |           |
|     | [9900] ONTODO COORTINOCITAL<br>TRIBUNIOT REQUIRED].  | Year, s. | (esst ominiko - doketbesita)<br>eksatakur akgisakusoj.   |            |           |
| 18  | TERT ONLYMES - CONTIDENTING<br>CREATHER NEGRESIES.   | Topo     | PROCE OCCUPED - CONSUMERTIA.<br>Transmission appropriately   | WI JIASOC  |           |
| 19  | PRESE ONLYSES - CONTRESPOND<br>CRESCOSOR DECUSARIOS, .   | Tace     | TISET ONLTRED COMPILISATIALS TO PATRICIA REQUESTED :   | 20.2848/20 | 373371338 |
|     | MEMBERGOR FOGOSSINO().   | NACH     | Tesar countro - docetecoliso<br>casarween akonomicani.   | 10088607   | 4/86/L700 |
| 44  | TERM ONLYGOD CONTINUENTAGE TREATMENT SECURITIES :  | und de   |  | 101,02000  | 1/30/1990 |
| 2.5 | PRESIDENT RECURSING.   | Sapa     | TREATMENT SEQUESTED;   | WARRE      | 2/20/12/9 |
|     | Press OMISSED - CONSIDERSIAL<br>VERNINGER (CONSIDERSIAL)   | Vape     | (FEET OWNERS - COMPIDEDING CONTROL PROPERTY OF THE PROPERTY OF |            | 4/10/1008 |
|     | [7900] ONLUGED CONSIDERTING<br>PRESIDENT SEQUECTES:  | marine.  | CONTROL CONTINUES.   | 20,32800   |           |
| 24  | (2842-0019985 - 000718292185<br>288429200 2867880000.  | Tase     | *155Y OKETERS CONSIDERTING *PROMPHEN GROUPS PROJECTION   | NULASCO    |           |
| 26  | PRESS ONITSED - CONSIDERSIAL VERNORSOR REQUISEING.   |          | (FEET ONLINES - CONFIDENTIAL<br>TREATMOST SECTROFIED).   |            |           |
| 27  | PREC OMETRO CONSTROCTES.<br>TREATMENT SERVICE DES.   | 7555     | Spend GM121RO - GOMMIDGERFFED  | 70.22900   | 9/30/1998 |
| 26  | [CRESCUENT BACTURATURE].   | Sapa     | PROOF DESPRES CONSTRUCTOR.   |            |           |
| 2.9 | PRESS ONITSED - CONSIDERSIAL VANATORES ENQUISING:  | Tace     | TIRE ONETED - COLPIDENTIAL DESKROOT ENCOUNTEDI.  | 2658A800   | 9/20/1208 |
| 20  | PRIOR ON COPED CONTINUES CAN TRANSPORT OF CONTINUES CAN TRANSPORT OF COMPANIES CAN TRANSPORT OF CAN TRANSPORT OF CAN TRANSPORT OF COMPANIES CAN TRANSPORT OF CAN TRANSPOR | distant. | PRINT OWNTHS - CONTROPRIAN<br>SHARMAR ARGUSTING.   |            |           |
|     | [DBEL GALVESS - COSTIDENTIAL CARALWOOD SEQUESTION:   | cape     | ASSERT OWITHER COMPUTATIONS  |            | 2/20/1998 |

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| 2     | 26672555 2003<br>[287] 00077557   | · COMPIDENTING              | Tape      | risky delified (dostilezerika<br>rskywwoort degecétre).  | WLSKSCC    | 2/35/1998 |               |
| - 73  | CARTELING ENGINE<br>VARACHANNE    | · CONFIDERZIAL<br>ISSUES,   | Vece      | SKAMMOOT REQUESTED].<br>[FREM ONUMBER CONSTRUCTION<br>DEFAMENT MEGINATED]  | THISASOL   | 1/20/1228 |               |
| 121   | TYEN: ONEDOZOO<br>YORW, NEZOE SOO | ONNISTEENDIGE<br>PRETED, .  | Wag c     | (PERT ONLTHE) (THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PERTY OF THE  | 20122800   | 8/3C/L008 |               |
| 44    | (MRSY CARLSYSS)<br>CRUAL SOOF SEC | - CONTROL IN.               | "age      | (MERO OMITIES OMERIDADETAL<br>DEZADECT REGISSTED).<br>OMERO DELETES CONSTITUENTE .<br>DESAROCCE REGISSIAG.   | WIT SASSOR | 1/35/1998 |               |
| 116   | PRESS ONLTTRO<br>VERNINGER ZEO    | - CONSIDERRIAL<br>SSSIBD, . | Tabe      | -1227 ONUTED CONSTRUCTION.<br>PRINCESS NEGUESTICOL.  | 76.53500   | 3/30/1338 |               |
| -37   | PRESUNDED DEQ                     | - COMMUNICATES<br>DESIRO).  | nongue.   | Teres Coessis - (Asceleration<br>Criscolor Republica).   | 70589301   | 973671998 |               |
| .18   | TORRET ONLYWED<br>TORRETHING NEW  | COMPIDENTIAL COTES.         | 2000      | TEST COUNTRY - CARCIDOSIS.<br>DISCONDET REPUBBICON -<br>CHEMA CALLIED - CHARLESCEA.<br>DECREOCOT REPUBBICON  | WU_84000   | 9/35/1998 |               |
| 7,14  | TARRAMENT SPO                     | SSTEP .                     | 7000      | TERMINENT RESPECTED.   | TOSASCO    | 3/20/1398 |               |
| 146   | TARACTURE SEQ                     | - CONSTRUCTIAL<br>DESIRO(.  | Vaca      | (FIRE ORGANICS - CONCEDENTIAL<br>ERIZACECCO (REGULERTIZO) :<br>PEREZ ORITHEO - CONSIDERRIZO  | 20032800   | 4/20/1990 |               |
| .41   | TREET CHILDRED<br>TREATMENT SNOT  | COMPTISM, IAL               | 2aps      | Prize omities - Commingerial<br>Semnement Regeration)  | 20_82.000  | 9/35/1998 |               |
| .45   | CARROTHEN DEC                     | - CONCIDENCIAL<br>MANTES, . | 7000      | COMPRESS CONTROL CONTROL (CONTROL CONTROL CONT | 70, 88802  | 9/20/1998 |               |
| 143   | ARRANMES SOO<br>[ARC: OMESSO      | - CONSTRECTIAG<br>DESIRO(.  | Nesse:    | (ezer ominno - denceptonimo<br>estambon hagaserta).  | TESSASCO   | 47367E339 |               |
| -44   | TORRIO, CARLOSSON                 | COMPTERN, LAL               | 2255      | Perse omitted (Maribeatian<br>Skanescer Regordisp)   | 120_02000  | 9 35 2998 |               |
| 146   | December 1990                     | - 0200100001300 -           | Tope      | TRINGE CONTROLL.   | 917,84800  | 2/20/2398 |               |
| 145   | PARKS CMETTED                     | CONSTRUCTIAG<br>DISTRU      | Verse     | fizza osometo - concidentali<br>oszaczania bejdestepi.   | TOUSASCO   | 4/30/1339 |               |
| .47   | TREAT NAME TONG                   | COMPTISAVIAL<br>Jeografi    | 2805      | PERSONALITED - CONFIDERIAL<br>PERSONALI PROBSCISSI.  | 20124800   | 9/35/1998 |               |
| 146   | CARL ONLYNED<br>CARLONSON SEC     | - COSTIDENTIAL<br>RESTRO    | 1ape      | risky celified considerities<br>riskymmocor (eggecalan)  | WLSASCC    | 2/55/1998 |               |
| 149   | (VERT CHITTED<br>VERTMERT ISO     | CONFIDERZIAL<br>USSIED, .   | Vace      | THESE OF THE - CONTINUETED A VERSION OF THE CONTINUE AND THE CONTINUED AND THE CONTI | THEODOG    | 0/20/1228 |               |
| 100   | TRIOC ONDERSOR<br>TRIOC NAME SAG  | CONSTINUOTIAL<br>JESTVO, -  | Yaşa '    | (PRES ONEFIEL - CHECIDEDIAL<br>EXTERNOT REGIONSTRI).   | (20122800) | 9/30/L008 |               |
| _== x | TREATMENT SEC                     | - COMPIDENCIAL<br>RESERV.   | Tape      | Prawy Odified Considernia, pakaroocci Regodaling.  | YU_SASSCC  | 3/35/1998 |               |
| 183   | VERNO CHITTED VERNOUS ASQ         | - CONFIDENTIAL<br>DEGLED, . | Tape      | SKAROSOT REGESTER:<br>STEP ON THE CONTINUE.  | TESASOC    | 373071338 |               |
| 183   | TRICK ONE COO                     | COMPILENTIAL<br>JESTYO].    | Yapa      | THE OWNER - OWNERDED ON A CONTROL OF THE OWNER O | 20102500   | 9/30/L998 |               |
|       | TREAT SMIANNA<br>TREATNESS NEW    | · COMPIDEMINE<br>RESTROL:   | Taps<br>T | Array calfied - Contidential<br>SERVICE REGISTING.   | W_38000    | 0/05/1990 |               |
|       | WENNAME SPO                       | JESTED, .                   |           | TRIATMENT NEGOCOTED).  |            | .,        |               |
| 8     | ARRIGHT OFFICE REG                | CONTINCTES<br>DESIRO(.      | Wage      | (FREE CHATTER) - (MECTECHIA)<br>ERZECHERT REGRESTER).  | 997.53867  | 4/30/1448 |               |
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|        | TREATMENT SECUR                       | COMMISSIONAL            | ************************************** | ovitiko - Convinzatia:<br>NAT REGESSISMI         | 1201222500 | 9/30/1998 |               |
| 176    | 12880 0017920 -<br>288900207 38018    | - COSTIDENCIAL<br>STEP  | Tage (TXXY)                            | OKIPRO CONSIDERCIA.<br>ONT REQUESTOD].           | YU88500    | 3/30/1898 |               |
| -99    | AMMANUSE TOOMS                        | CONSTRUCTION            | West (1227 C                           | Servons - Conciosofia.<br>Ses Dagraserant.       |            | 473671338 |               |
| 178    | Takes (Windshop                       | CC09931080771444        | 90658 Special C                        | омітомо - фукутосюттью<br>Рат эмфамогии).        | 70134300   | 9/30/1998 |               |
| 27.0   | [0820 08155920<br>788508200 88005     | COSTIBBIOLISM<br>STRD : | 0000 41300 0                           | okified Godsalismiku<br>om Regodsismi            | WILKERCO   |           |               |
| 180    | ARRESTRORE POSTS<br>[ARREST ON LEGEN! |                         | Name (1777" C                          | wormen - considerita.<br>No expossessi.          | THESISTE   | 4/36/130W |               |
| 162    | TARREL OWESTED                        |                         | 28:24:362                              | OMITIKO - (OMCIDENTIA)<br>OMITIKO - (OMCIDENTIA) | 70152800   | 978071998 |               |
|        | [1881 00017950 -                      | CONTRACTOR              | 1aps -0/337/ 0                         | ool dedecalab]:<br>Cettleo (consinsative)        |            | 3,35/1998 |               |
| 163    | Parke ownerse -                       | KSTRD,                  | Page (1307 C                           | CALIZEDISCO COUPIDSSTIAL                         | 20188800   |           |               |
| 101    | [MIGG: GMEGGEO<br>THENUNGER SEQUE     | 00000000000000000       | 100g/A (10207 0<br>28/24/282           | OCCIONO - CONCEDENTES:<br>OF REDUSKISD).         | restrant   | 9/80/1998 |               |
| . ii d | THESE CONTAINS:                       |                         | Tape /TXXV C                           | cer sequestry.                                   | AnTereco   | 0/00/1998 |               |
| 166    | PRESENTATE ASSIST                     |                         | 7878785                                | NA Reguestro].                                   | YULNASOS   | 0/30/1338 |               |
| -27    | PARCE (MUTTER<br>TARRAMENT REQUI      |                         | roaps inger o                          | ONITORO - (ORCIDENTA)<br>POR REPOSETADI.         | 2058981    | 97307L998 |               |
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Owns (feet ONOTHE) - (ONCEDENTIAL) - CREATMENT REGISSION). 139 PROCE ONITION - CONSUMERTING PRESCREET REQUESTED; : "TOP (TELLY OM: FIRE) - CONSTRUCTION - SERVICE CONTROL ARGUMENTS) -W0735566 4/40/1998 DOC 19900 ONLICODO COMMISSO, DOS MADRICASSAS SEQUESTROS. NULDASCC 0/30/1898 183 | [2842 0613925 - 0987182931A5 | 788629297 286783386, . Tape \*155Y ORIFIED CONSIDERTIAL TROWNSON REGERENZE 'emsc [ezzt 0807030 | Comelozensac | cezwanch | Capusanten| T05030KE 4/10/11990 Pager OMETERS - CONTURERZING SHEARMER ROODESING. Mayor Court OMITIKO - COMMIDENTIAL Massaccent augustian). 70122277 9/30/0998 [7900] ANUTZEO COMMINOSTIQU TARA NEMT RESPONDENCE]. 91/L8ASCC 0/30y1888 184 [TREE GRITTER: - COSTICCTURE TREESENCE AND PRODUCE ... Tage (TEXY OWINTED CONDITIONING TREATMENT REQUESTED) 'ease 12227 0819780 - 000210221180 0822708001 (dg/922722) T0555GCC 9/30/1208 185 PRES OMITTED - CONFUNCCIAL PRESCRICT EQUIDING: Tage Teat OMITHE - CONTROPPIAL SEARCE REQUESTED TULS2800 1/36/1990 1990 ONUTIO CONSTRUCTOR WLSARC 2/20/1998 tage vicer onities (Cabilestik) technolog regosstyri [082] GM1Y92: - 002710690132; 788409200 RK2168983; Table (FEET CALTURE - CONTINUENCE TREATMENT SEGURITION). TOURAGED: 4/10/1208 188 PORTE OMITTED - CONFIDERTIAL VERSCHERT REQUISING. 'eags (Perf Collins - Collegelle) 'eags (Perf Collins) - Collegelle) T0132900 9/40/1998 PROCTOMETROS CONTINUENTAL TRANSMISSE REQUESTED; WLSASCC 2/35/1998 10 [TEXT ONLYMENT - CONFIDENTIAL TERROTORIO NEGROES). Tape (TSSN OWLFED CONSIDERTER )
PROMODOR REQUESTED T0568500 2/20/4228 THE STATES OF THE CONTROL OF THE CON TORRE CHITTAG - CONTROCATION VARIANCES ESCUNSION, . 'Ongs. Descriptor' - (Scholosofia), 'Seast-Online' - (Scholosofia), 00000000 578071990 2018/2/2004 60/2024/40] Tage Pront Calting Considering TROOTCAST REGISTER) W188800 3/35/1998 .72 [TERT ONLYME - COLDINATINA TREATMOND EXCHANGE). 09/04/10/20/00/09/20/00/20/10/20/44, MCAAS/27 3/10/1948 TEAS/20/A NEGOCIETO). (ORAN ONLYSTRE) - COCATRONNIAL, OCCURRON BACTERING, Condison, unn. Confidential

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- PARKE OMITTED - CONTINUENTIAL PRESIDENT RECOGNISTEDI.
     LYRKY ONLYTED - CONSTINUE AL TREATHERT REQUESTED;
- ITION CHUMENO - CONSIDERTIA, RECORDER SECREMON - ITEMS ONLYING - CONSIDERATIA, TREATMENT RECORDERED:
*******/Local Manager* weaks the position resourcible for:
- (NEAS OBJECTS) - WESTBORTED INSURED RESESSED).
     TYRKS ONITORD (TANGEBERFIRE PREAIMENT RESORGERS).
           PROCE GASTISE - CONV. DASCETAL ESSATUANT VAGGRESSEN
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PRESS ORIGINES - COSTIDENT AU TROLINGT REPRESENTATION ORIGINAL COSTIDENT AU TROLINGT REPRESENTATION ORIGINAL PROPERTIES DE PROPE The staffing for the Search Deck defence shows is in support of the activation defined in this survives schedule. If additional responsibilities are object, when additional resources may be required.

5. 882V1026 DROVUSED

The Desvice Deak will copport the Services for SAAAA as described below:  $\label{eq:service}$ 

(1) LESUR PRODUCTIONS SUPPORT

PROCE OMETICO - CONSTINUENTAN ESPATHNAT REQUESTROL:

- PRESS OBLITED - COST DOTTLES TARBIBOST CONGRESSES; PRESS OBLITES - COST LESSELE PRESIDENT AND RECESS.

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Zeaponsmillier of Condison, and Shapp in connection with the Services are denoted in the following Table  $\tau_{\rm c}$ 

|                    | GAZA 2822 19991    | 0M2N 2M83     | \$308.02002 DOOCESS |
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|                    |                    | MATOTED APICE |                     |
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| Order              | Securios Costo     | Service Dock  | Service Deek        |
| 50000 98           | SARKE              | SATUNCE DUCK  | Service Beek        |
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| Chaogo Management  | 5A38 #             | Service Desk  | Sarvace Desk        |
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(2) SERVICE OFFICES PLACETER

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C. SERVICE LEVEL AGREEMENTS

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- 2. ZEDS AND SCORE

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- SEEDS will evaluate the DOM and sitted regard why or eigh and send the
- SPEEN NALL WARLETO THE DITY and sizes required to view and deem con-locus to Condition with 2000% as sequired to identify and december the cope of change total and four the MAIN. Condition will separate and eight the MAIN. In place of the constraint of Colded in appropriation that separate the temporary of the constraint of Colded in appropriation that separate the place of the constraint of Colded in appropriation of the constraint of the constraint of the constraint of Colded in appropriation of the COV. If 86508 section to constraint of the constraint of the COV.

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COMPENSOR SERVICES CORNICOS ACONTICOS

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|      |  |          |   |               | Commencement. | 2nd oz       |
|------|--|----------|---|---------------|---------------|--------------|
|      | Nag Item                                   | 2796     | Berink 4                                  | hoossies      | Date          | Occaritment. |
|      |  |          |   |               |               |              |
|      |  |          |   |               |               |              |
| 1    | 12081 000198D - 000920802120-              | Prec     | DUNCK ORGANGO COORDINATOR                 | 10160000      | 1071/1000     | 10/31/1998   |
| -    | CREATHSON RECOVERED                        |          | THERESERF #200201209                      |               |               |              |
|      |  |          |   |               |               |              |
|      | DRIVE ORLESS - CONSURREDAY                 | Service. | 19999 SWIFERRY - COURTESON A.             | 0.000000      | 19/5/1998     | 10/31/1998   |
|      | VERSONSSEE SOCIALITY                       | -1-E.    | TERRITARY REQUESTORS                      | 4 10 10 10    | 197171496     | 19, 11/1445  |
|      | reductioner engage in.                     |          | TERRITORN NAVGUESTED,                     |               |               |              |
|      |  |          |   |               |               |              |
| 3    | AROUT AMERGED GCONTERNATURE                | 8400     | Passa Ontaars - Complessing               | WESTER        | 10/1/1999     | 10/31/1998   |
|      | TREE NAME REQUESTED                        |          | TREETWITT BROKESTED;                      |               |               |              |
|      |  |          |   |               |               |              |
| 4    | (TOXI ONLYND - ACCOMPROSECTION             | Free     | риках онитака и сравирентика              | .01668107     | 1071/1998     | 1073172338   |
|      | CORNIGOR SECURETES                         |          | TORRACOSOS (12000001M)                    |               |               |              |
|      |  |          |   |               |               |              |
|      | TOTAL ONLESS - CASSIDERSIAS                | 5150     | LARKA CHIAGER GOUSTDZVITY?                | 15, 120,000   | 16/1/1008     | 1975173998   |
| •    | SERVINGER ABOUNDED.                        | /-       | TERRINON SHORESTED                        |               | 21/2/22       | 27, 32, 2772 |
|      |  |          |   |               |               |              |
|      |  |          | [0320 OHIYYED CONCIDENTIAL                |               |               |              |
|      |  | Dance    |   | CLEENEGE      | 19/1/1998     | 10/01/1998   |
|      | ASSM, MAGG. 4 GGGGGGLAD.                   |          | GSENDASAA BROLENGO!                       |               |               |              |
|      |  |          |   |               |               |              |
| .5   | TRAKE ONITIVED - CONTRAROMIAN              | ∂rec     | ENSON ORGANDES - CONSTITUENCES -          | 77.1745,519.0 | 1877/1998     | 10/01/2008   |
|      | DEBALASMA NEGRESORO                        |          | YERMONECT (220025134)                     |               |               |              |
|      |  |          |   |               |               |              |
| 8    | PROFESSION - CONFIGRATION                  | Water.   | LARKA CHIASSEO GORNITHMATEY               | 00.1888055    | 107571339     | 3.674173.938 |
|      | VREROMENT REQUESTED.                       |          | TREATMENT REQUESTED)                      |               |               |              |
|      |  |          |   |               |               |              |
|      | - ARDEL OWELDED - COMMUNICATIVE            |          |   |               | 15/1/1406     |              |
| 3    |  | 5100     | [CZZZ CMIYYEC - COCCIDENTIAL              | A. Danieco.   | 19/1/1446     | 10/31/1948   |
|      | ARRAINMOG EGÖGSSIRD                        |          | GSESCHANA BRONDOLGS!                      |               |               |              |
|      |  |          |   |               |               |              |
| 10   | TEST ONLYWO CONTRIBUTES                    | 8400     | DAMAS ONCURS - CONSTRUCTOR                | 11.588800     | 1077/1998     | 20/01/2298   |
|      | PREATINGME SANGUEGERS                      |          | TREADERS REQUESTED                        |               |               |              |
|      | <del></del>                                |          |   |               |               |              |
| 3.3  | Treas outrat consideration                 | 175.5    | LARKA ONTASSO GOUSTPERSTORT               | ON LANSING    | 167571338     | 3.973175938  |
|      | CHREADER FACINGE                           | - 4-7-   | THEMENEN REORGERED)                       |               | 24,2,2,20     | 21, 12-2130  |
|      | INCREMENT PROJECTED                        |          | DEMINIST REVELDIED,                       |               |               |              |
|      |  |          |   |               |               |              |
| 15   |  | 9100     | fasta omrazen - constansatur              | 50 may 2500   | 15/1/1998     | 10/31/1998   |
|      | VERNACHORE REQUISITED)                     |          | GREADARDA BROCKEDON                       |               |               |              |
|      |  |          |   |               |               |              |
| 13   | PROCE ON LEGICO - COURT DESPUTABLE         | Prec     | DESCRIPTION - CHARGING STATE              | 111.1488860   | 1072/1998     | 10/01/1998   |
|      | TREATINEM SEQUECTED!                       |          | Westernary appears May                    |               |               |              |
|      |  |          |   |               |               |              |
| 1.40 | Treat Geraman - Hosesperatura              | error.   | [уком описово Соозивающей                 | 7.17444.1111  | 16.51.51.999  | 3.974171998  |
|      | CREATURE SERVICES                          | - 1-7-2  | 208808-002 620020100)                     |               |               |              |
|      |  |          | INDIANA REQUESTES,                        |               |               |              |
|      |  |          | [FEET ONLYMEL - CONFIDENTIAL              |               |               |              |
| 15   | ARKA ONIESSO - CONAPERATOR                 | 2150     | [IIII OMITAES - COLFIDENTIAL              | -CENTECC      | 19/1/1996     | 10,31,1445   |
|      | VRKAVNACE FEQUISTICS                       |          | ragarmony skylnester)                     |               |               |              |
|      |  |          |   |               |               |              |
| 16   | (7980) AN UPDED COURT DIRECTOR             | Gree     |   | 11.1295566    | 10/2/1009     | 10/01/1998   |
|      | TREAUNENT SERVICE PRO                      |          | YARAWART REGUSSING                        |               |               |              |
|      |  |          |   |               |               |              |
| 1.2  | IDENI ONITAND - COCCEDENTIAL               | Proc     | DOON OFFICE COMMUNICAL                    | 10189599      | 10/1/1998     | 14/31/1998   |
|      | TREALERSOL REQUESTED                       |          | TREASURET REQUESTED?                      |               |               |              |
|      |  |          |   |               |               |              |
| 21   | PURKE OMITERD - CONSTRUCTAL                | kroc.    | TYPEY ORIVERS - COMPIDENTIAL              | 0.100000      | 19/1/1998     | and tradence |
| 10   |  | E 4 25.  |   | A DOMESTIC    | T->> T-> LEG  | A91 347 5995 |
|      | VR0020000 60Q0N9180)                       |          | TREATHODY REQUESTED:                      |               |               |              |
|      |  |          |   |               |               |              |
| 13   | (9900) (N 00'200 - 000'9'2'90'N (A)        | oree     | CELECOLOGICO - (DECENO ELECT)             | TYPESASCC     | 10/3/1999     | 10/01/1998   |
|      | 77800 NASAL (REGULECTRO)                   |          | 12 (2 P 2 P 2 P 2 P 2 P 2 P 2 P 2 P 2 P 2 |               |               |              |
|      |  |          |   |               |               |              |
| 40   | (TEXT CONTYND - WORKEDBETTER)              | Free     | DESCRIPTION - COMPRESSOR                  | 101655101     | 10/1/1995     | 10/31/1398   |
|      | paracuson sagpreents'                      |          | 2000/00/02 020000134/                     |               |               |              |
|      |  |          |   |               |               |              |
| 5.5  | Turke outeran - respicemental              | 6.8.1.1  | PERMIT CHARGES CONFIDENTIAL               | 15.1003.272   | 2677 (1220)   | 10/10/21000  |
|      | VERGERARE ESCHNETEN,                       | /        | TREATHON REQUESTED)                       |               | 21/2/2016     |              |
|      | VERNESSEE EINGESTEIN                       |          |   |               |               |              |
|      |  |          |   |               |               |              |
| 25   | (A300), UKI 64360 - 000(A) 2390/LIVE       | proc     | [GATA OHODARD - (DEGELOSSAIN)             | 120484600     | 19/3/17446    | 10/03/23/99# |
|      | YRKW NEOT REQUESTED.                       |          | GREEDWAND BROUNDERON!                     |               |               |              |
|      |  |          |   |               |               |              |
| 4.3  | (TAXI ONITYSD - COSSIDRATIAL               | ∂mire:   | DARK ONTARES - COVADDAGARS                | TU1655191     | 1872/1998     | 10/31/1998   |
|      | DEBALBON, NEGRESORS'                       |          | YXXXXXXXX 020025150)                      |               |               |              |
|      |  |          |   |               |               |              |
| 5.4  | PROFESSION - CONFIDENTIAL                  | 8150     | DARKA CHANGEO GOODIFFRANCEY?              | 001888855     | 107171338     | 19/31/1008   |
|      | VNESCHOOF SECTIONS                         |          | TREATHON SEQUESTED)                       |               | ****          | ,,           |
|      |  |          |   |               |               |              |
| 2.5  |  |          |   |               | 45-15-24-440  | 10:31:1446   |
| 4.0  | -ARRENMENT COMMUNICATION - ARREST (METALO) | E 4 1947 | [CIET ONITYPE - COCCIDENTIAL              | A DOMAGO      | 19/1/1006     | 10,31,1598   |
|      | raide recent seguro arci,                  |          | CARRIAGOS SCOUNTEDS                       |               |               |              |
|      |  |          |   |               |               |              |

| 26 (YENI ONLIYED - COMPLOENTIAL<br>TREATMOND SNOWCEED)   | 2ree   | Print (Mirror) - Consideration<br>Nakonocci esquastad         | D.188800    | 18/2/1998 | 10/31/1208  |
|--|--------|---|-------------|-----------|-------------|
| 57 (VEST CALLYN) - CONFLORETIAL<br>TRENDENT DEGIMENTES   | *105   | CORNERSON PSOCREDED.  | 00.2888001  | 00/1/1398 | 20/44/4990  |
| ASSMERADOR (COGRESSION)  | Proc   | CSECTOMINARY - CONSTRUCTION                                   | Nussacc     | 19/1/1408 | 10/31/1998  |
| 20 (MENT ANDREWS COUPLINATION TO THE TREATMENT NOTICE TEST   | 2200   | NERGODOT SZODZSTNO  | CLUSASCO    | 12/2/1999 | 10/21/1208  |
| ANENCASAL SPECIESARET<br>ANECESAL CONTANTA - GARGEOGRAFIET   | 410.5  | TARATASAN KAQUESTAN   | 00188800    | 167171333 | 30/31/1090  |
| 22 (VENCE ORLEGED - CONVENERALED PROGRESSORS - CONVENERALED  | Prop   | PRESTROM REGIOSPORTS  | NUMBERSON   | 15/1/1498 | 10/31/1998  |
| 22 (YEST ONLYTHD COMPLIENTERL<br>TORK NEWS COQUECTED)  | èree   | ESSES CHITTED - CONSIDERSING                                  | CLISASCC    | 13/2/1498 | 10/31/1958  |
| SERVINO PRODUCTS CONTRACTOR CONTR | e100   | JANUARYSON SEGMENTED)<br>[JANUARYSON SEGMENTED]               | TC1680 (()  | 16/1/1398 | 30/31/1990  |
| 25 VESCO CALITED TENVINERALAL VERNORED ERQUESTED.  | Faori  | prest construct - consideration<br>representative sequenties) | осполове    | 15/2/1100 | 10/51/1990  |
| 25 PROCE PROPODO CONCEDENTALLA<br>TRIGUNINA SEQUESTRO.   | Prop   | Price Owinsky - Owelbersial<br>Price Owinsky - Owelbersial    | CULRASCO    | 13/2/1499 | 10/31/1999  |
| <pre>36 (TEXT (SOTING) - INDEFENDED.) 28EATHED1 NEW/MENTED</pre>   | Pyries | TARREST SEGREDADA  [NOR OBSESSO COSTONESCO.                   | TURASCC     | 16/1/1993 | 10/31/1998  |
| AMERICAL ESCURPTO:   | Gyran, | PRESENTATION CONVIDENTIAL PROPERTY SEQUENTEES                 | N.188300    | 19/1/1998 | 19/31/1998  |
| 28 YEAR OMERSON COMPLEMENTS  | Pres   | (2222 OMITTED - OMCIDENTIAL<br>TREPTMENT PROFOMETO)           | CURRESCO    | 10/1/1499 | 10/31/1898  |
| papatasan bagyisanci<br>34 (post central) - donecospectati   | êvec   | (2000) омество — советическа<br>пуклопество — советическа     | 11.169890   | 16/2/1000 | 10/31/1990  |
| 45 (TEST COLUMN) - TENVIOLUTIAL<br>TRESCREAT REGISSIES.  | 5105   | [TOOM CHICAGO CONVIDENTIAL<br>TOENTHAN MAQUES PRO:            | 0.169200    | 16/1/1998 | 3/1/11/1998 |
| 42 (1900) (MERCHE COMMINGOLE)<br>TREST NEW REQUESTED)  | Proc   | Parco Switcher: - (Societacania).<br>Preprintor asgression;   | 1311/62/500 | 10/5/1498 | 10/31/1948  |
| 42 (TEXT ONUTYSD - COCCEONSTINE)   | Proc   | AMERICAN UNITED - CONSTINUEDOS.                               | 10163899    | 18/2/1998 | 10/31/1998  |
| 4% (TONE CONTEND - CONSTRUCTION TRANSPORT PROPERTY.)   | STATE: | TOTAL CHARGES CONSTRUCTED.                                    | 00169900    | 04/1/1998 | 30/31/1990  |
| ASSEST ORIGINAL COORDENSESSES  | Proc   | [5555 ONIGORD - CONSTRONTING                                  | Nusadec     | 19/1/1498 | 10/51/1998  |
| 46 (TEXT INCLUME: COMMITTEENING.<br>TREATNOOT NACHARIES)   | êrce   | Proce Oncorro - Consumeratal<br>Statement explessions         | Tivstvsdo   | 1877/1998 | 10/21/1998  |

|    |  | Ogaipaeat<br>Covi ' |                | Nemoni<br>Postara        |   |
|----|--|---------------------|----------------|--------------------------|---|
| ÷  | TERRI PROTURES - CORRESPONDES.<br>CREATISSES SECRECTES   |                     |                | COMMENT REQUESTED        | : |
| 15 | CONTROL CONTROLS VERSIONSE VALUES VALUES   | 19501 (MU6560)      | 00034386568    | , respective regionaries | , |
| 3  | PRESCREET ECONOMISSONAL  |                     |                | C 13460/M000 000000100   | 3 |
| 4  | (TROUT ON DECIDED COORDINATION OF THE PROPERTY |                     | - CONFIDENCE A | . текетког киристии      |   |
| 4  | TREAD WILLIAM - COMPLEMENTIAL TREADWRITTER SACTIONS (C. ).   | <br>(950C) (ME2220  | CONTRIBUTE     | T ASSESSED SECURATION    | , |
| 5  | WHERE CONTINUED CONTINUES CALL   | <br>(9842 6012950)  | Operagenta     | c. PRIORINGE GEODESISE   | : |

DFNDT0006211 DFNDT0006212

| 7   | CRESCHEAST REQUESTED.  |         | OMERSO       | CODESTINATION (AL.                     | TREATMENT         | PEOUSTED)      |
|-----|--|---------|--------------|--|-------------------|----------------|
| 5   | PRINCE OMETED - CONTRIBUTED<br>PREMINDED EQUIDEDED   |         | ONI 25/82: - | 100071007TIAG                          | TRESCRENC         | 2800351502     |
| 3   | TREAT PROFITED CONFIDENTIAL TREAT NAME AND CONFIDENTIAL  |         |              | CONFIDENTIAL                           |                   | KE20001201     |
| 110 | (TOWN OWNTHOM - (MODELOROTTAL)   | [9990]  |              | 00000000000000000000000000000000000000 | CCEATOFOT?        | PEQUASTRON     |
| 13  | VMENUMENT REQUESTED.   | [757.7  | CHILITANO -  | COPPERENTARY                           |                   | 2EQUASTSS)     |
| 12  | PROCE ORDERED - CONSTRUCTOR.<br>TRICK SMALL SIQUESTICS;  | [sector | CONTRACT:    | COMPROPRIOTAL                          | ~210/2/XFX.c      | (egonotien)    |
| U   | 19881 0807/90 - 400810809181<br>188808309 380/89983  | 19500   | 0000000      | CC0993889464.                          | CORCABAC          | 5100080000     |
| 14  | (VEST ONLITED - DIANGBERGIAL<br>VESKONERE DEGUSSIED,   | ITAX    | CMUSSES      | CONT. DESCRIPTION                      | 10.81646/08/69/21 | 21-Q103-8751/J |
| 15  | PRINCE PROPERTY CONTINUES OF THE PROPERTY OF T |         |              | CMITTEROLISMO                          |                   | EEQU2013D;     |
| 16  | (DOMI GROTTON) - CORPCONDUMA:<br>DREATHON NEWTONIES  | [5580]  | (34105569    | CONTRIBUTION CO.                       | CHEVANESA.        |                |
|     | THESE OWNTHES - MENTIONNESS:<br>THESE MEAN REQUESTIBLE   | [35X.   |              | CONTROPORTAL.                          |                   |                |
| 15  | TREW WESTER CONTINUETAL TREW WESTER CONTINUETAL  |         |              | CONFIDERTIAL                           |                   |                |
| 10  | (PEAT GALLYSD - COLPEDBATIAL TORRATASSA SERVICETES)  | PEN     | 0802280      | CONTRENTAL                             | TURNTWENT         | MEGUESITED;    |
| 20  | TOST OWNTROD - CONSTRUCTION<br>VERNORED REQUESTED  | 125%    | CMITASSO     | CONSTRUCTOR.                           | VSESTREOF         | 24-200-870-905 |
| 22  | ARRA MAGG RODDSSILD,<br>ARRA OWEDSED SCOATFIBRATER   | [986.60 | C012925      | ONFIGEROINS                            | TORONOMESCE       | 260022135)     |
| 22  | (YEAR OMETING - COUPEDROYERS<br>TWEA STON SNEEDEFED)   |         | 0810020      | CONFIDENTIAL                           | CORMONENE         | REG0681901     |
| 93  | PROVE OWITED - CONSIDERTIAL PRESCREAM PREGUNTED.   |         |              | COD2208075AL                           |                   |                |
|     | AMENUMENT (GOODELED)   | [2020]  |              | OWN THE STATE                          |                   | gEQ00315b)     |
|     | ASSMINSON, ANGASSINO)<br>(ARMI ANIALED GOOLEDRAFIET  |         |              | CONFIDERTIAL                           | CARGUMENT         |                |
| 26  | COURT ORGANDA (OCCIOENTIAL)  | [330C.  | OMEGAGO      | 000000000000.                          |                   | 24(00007002)   |
| 27  | VERTREET AUGUSTES  | Locks   | CMINNE: -    | CONFIDENTIAL                           | TMOVEMENT         | 2EQ02315L)     |
| 28  | PENT OMERSED COUNTRINSER.  |         |              | CONFIGERTIAL                           | TREMARKENS        | (451050D3)     |
| 24  | TREACHESH - 000010807181)  | 192%.   |              | CC0993887464.                          |                   | PECONSTRUM     |
|     | CHEST ONTELSO - CONNEGESTATI   |         |              | CONTROCTORS.                           |                   |                |
|     | PRIOR NAME SEQUESTRO!  | 19040   | CMI33399 -   | :00010639175                           | TREMWENE          |                |
| 12  | (TOXI ONITYME - COCACOMOTIAL)  | [3200]  |              | CTOPPEROVICAL                          | TERATORIST        |                |
| -4  | THESE ONLYFOR - SERVICEBUTIST-<br>THESE WASTE REQUESTED,   |         | OWITANAD     | יואריייניוה ניגעסיי                    | CHRADRERS         | PEQUATION      |
| 23  | -YEAR IMERSED CONTINUESEL<br>TREATHER REQUISITED;  | ,       |              | DMF108291ND                            |                   | 68Q02315D?     |
|     |  |         |              |  |                   |                |

| ati | TREAD CALLYSD - COMPLORATIAN<br>TREADWRITE ENGINEERS.  | 19985  | OWESTED    | COUNTRIBUTER  | TREATMENT   | ZEQUENTED)  |
|-----|--|--------|------------|---------------|-------------|-------------|
| 26  | WHECHEST EQUISIES (  | (rest) | 601 (1752) | CORPTORATION  | 73806VN1000 | a6q022156)  |
| 27  | (FROM ANALOND COMPLETION OF TARK, NEAT SERVICE PRO]  | peces  | 0910720    | CONFERENCES   | CREATERNE   | (051690999  |
| 36  | (PERF CHILTED - GREEGERSTING<br>TRESCUENT RECTURNES)   | 19500  | OMESSES    | COOPSIBOVEAL  | TREATERNY   | PERESTED    |
| 29  | WEST OWISTED - CONVERSORAL WEST OWNERS SOCIETY   | pest   | ON12930: - | CATTESCISMO   | TRESPECT    | 3030351503  |
|     | (7500 'ANDROUS COMPERNATION',<br>TREATNESS SEQUES PES]   |        | 0041720 -  | CONFEDERATION |             | R#20031201  |
| 4.4 | (POSI GROUND - GOSSOBSSTAL<br>PRESCRIPT EXCHANGE).   |        |            | CONTRIBUTER   |             | MEQUISITION |
| 45  | WERTHER REQUESTED,   | [mex-  | CM173375 - | CONTRIBUTION  | THEOLOGIC   | angerstan)  |
| 49  | PROCE ON DEPOTE CONTRIBUTION OF THE CONTRIBUTI | (recer | 0017720 -  | :500FE0BETTRO | TREATMENT   | (EQUESTOD)  |
| 44  | (TREE COMMITTEE - COMPTRESCIAL COMPTRESCIAL COMPTRESCO DECLIFICACIONO)   |        |            | CONTINUES.    | PREATBELS:  | NEGGESTED:  |
|     | (VENE CATETAD - CHANGEBURGEAL VANGEBURGE ERGENSELE)  |        | 08177750   | COMPTERSTRAGE | TRESVEST    | 202035150)  |

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#### SADRE GENERAL TECHNOLOGY POOR U.S. NONLEADER

|      |                             |  |       |  |             | COMMERCIAL COUNTRY | 210 02     |
|------|-----------------------------|--|-------|--|-------------|--------------------|------------|
|      | Mfg.                        | Ztev   | Type  | Parinh 4   | Monting     | Date               | Coveltrent |
|      |                             |  |       |  |             |                    |            |
|      | 788909297                   | VMD - COMPIGENCIAL<br>RECURSTER.   | 510.C | ARMANSAL KSÖNSSLAD)<br>LARVA OMTASSO – CONSTINUATIVA   | 10188800    | 10/1/1999          | 14/31/1998 |
| 6.5  | WHICH THE P                 | Teo - Classisservial   | Stot  | [CZZT GHANNE: - GOCCIDSSIIA.<br>CZZZCNIOW KRONOCEGO]   | 15, 68,4860 | 19/2/1790          | 19/31/3989 |
| 40   | TEXT ON US<br>TORKS NAME    | den gonnunkenter   | Proc  | Askedasch padivarent<br>Lesas oncurso - desantesasten  | 11.484860   | 10/2/1995          | 10/21/228  |
|      |                             |  |       |  |             |                    |            |
|      | 766826504                   | ARCHIGGES<br>ARCHIGGES<br>ARCHIGGES<br>ARCHIGGES<br>ARCHIGGES<br>ARCHIGGES<br>ARCHIGGES<br>ARCHIGGES<br>ARCHIGGES<br>ARCHIGGES<br>ARCHIGGES<br>ARCHIGGES<br>ARCHIGGES<br>ARCHIGGES<br>ARCHIGGES<br>ARCHIGGES<br>ARCHIGGES<br>ARCHIGGES<br>ARCHIGGES<br>ARCHIGGES<br>ARCHIGGES<br>ARCHIGGES<br>ARCHIGGES<br>ARCHIGGES<br>ARCHIGGES<br>ARCHIGGES<br>ARCHIGGES<br>ARCHIGGES<br>ARCHIGGES<br>ARCHIGGES<br>ARCHIGGES<br>ARCHIGGES<br>ARCHIGGES<br>ARCHIGGES<br>ARCHIGGES<br>ARCHIGGES<br>ARCHIGGES<br>ARCHIGGES<br>ARCHIGGES<br>ARCHIGGES<br>ARCHIGGES<br>ARCHIGGES<br>ARCHIGGES<br>ARCHIGGES<br>ARCHIGGES<br>ARCHIGGES<br>ARCHIGGES<br>ARCHIGGES<br>ARCHIGGES<br>ARCHIGGES<br>ARCHIGGES<br>ARCHIGGES<br>ARCHIGGES<br>ARCHIGGES<br>ARCHIGGES<br>ARCHIGGES<br>ARCHIGGES<br>ARCHIGGES<br>ARCHIGGES<br>ARCHIGGES<br>ARCHIGGES<br>ARCHIGGES<br>ARCHIGGES<br>ARCHIGGES<br>ARCHIGGES<br>ARCHIGGES<br>ARCHIGGES<br>ARCHIGGES<br>ARCHIGGES<br>ARCHIGGES<br>ARCHIGGES<br>ARCHIGGES<br>ARCHIGGES<br>ARCHIGGES<br>ARCHIGGES<br>ARCHIGGES<br>ARCHIGGES<br>ARCHIGGES<br>ARCHIGGES<br>ARCHIGGES<br>ARCHIGGES<br>ARCHIGGES<br>ARCHIGGES<br>ARCHIGGES<br>ARCHIGGES<br>ARCHIGGES<br>ARCHIGGES<br>ARCHIGGES<br>ARCHIG<br>ARCHIG<br>ARCHIG<br>ARCHIG<br>ARCHIG<br>ARCHIG<br>ARCHIG<br>ARCHIG<br>ARCHIG<br>ARCHIG<br>ARCHIG<br>ARCHIG<br>ARCHIG<br>ARCHIG<br>ARCHIG<br>ARCHIG<br>ARCHIG<br>ARCHIG<br>ARCHIG<br>ARCHIG<br>ARCHIG<br>ARCHIG<br>ARCHIG<br>ARCHIG<br>ARCHIG<br>ARCHIG<br>ARCHIG<br>ARCHIG<br>ARCHIG<br>ARCHIG<br>ARCHIG<br>ARCHIG<br>ARCHIG<br>ARCHIG<br>ARCHIG<br>ARCHIG<br>ARCHIG<br>ARCHIG<br>ARCHIG<br>ARCHIG<br>ARCHIG<br>ARCHIG<br>ARCHIG<br>ARCHIG<br>ARCHIG<br>ARCHIG<br>ARCHIG<br>ARCHIG<br>ARCHIG<br>ARCHIG<br>ARCHIG<br>ARCHIG<br>ARCHIG<br>ARCHIG<br>ARCHIG<br>ARCHIG<br>ARCHIG<br>ARCHIG<br>ARCHIG<br>ARCHIG<br>ARCHIG<br>ARCHIG<br>ARCHIG<br>ARCHIG<br>ARCHIG<br>ARCHIG<br>ARCHIG<br>ARCHIG<br>ARCHIG<br>ARCHIG<br>ARCHIG<br>ARCHIG<br>ARCHIG<br>ARCHIG<br>ARCHIG<br>ARCHIG<br>ARCHIG<br>ARCHIG<br>ARCHIG<br>ARCHIG<br>ARCHIG<br>ARCHIG<br>ARCHIG<br>ARCHIG<br>ARCHIG<br>ARCHIG<br>ARCHIG<br>ARCHIG<br>ARCHIG<br>ARCHIG<br>ARCHIG<br>ARCHIG<br>ARCHIG<br>ARCHIG<br>ARCHIG<br>ARCHIG<br>ARCHIG<br>ARCHIG<br>ARCHIG<br>ARCHIG<br>ARCHIG<br>ARCHIG<br>ARCHIG<br>ARCHIG<br>ARCHIG<br>ARCHIG<br>ARCHIG<br>ARCHIG<br>ARCHIG<br>ARCHIG<br>ARCHIG<br>ARCHIG<br>ARCHIG<br>ARCHIG<br>ARCHIG<br>ARCHIG<br>ARCHIG<br>ARCHIG<br>ARCHIG<br>ARCHIG<br>ARCHIG<br>ARCHIG<br>ARCHIG<br>ARCHIG<br>ARCHIG<br>ARCHIG<br>ARCHIG<br>ARCHIG<br>ARCHIG<br>ARCHIG<br>ARCHIG<br>ARCHIG<br>ARCHIG<br>ARCHIG<br>ARCHIG<br>ARCHIG<br>ARCHIG<br>ARCHIG<br>ARCHIG<br>ARCHIG<br>ARCHIG<br>ARCHIG<br>ARCHIG<br>ARCHIG<br>ARCHIG<br>ARCHIG<br>ARCHIG<br>ARCHIG<br>ARCHIG<br>ARCHIG<br>ARCHIG<br>ARCHIG<br>ARCHIG<br>ARCHIG<br>ARCHIG<br>ARCHIG<br>ARCHIG<br>ARCHIG<br>ARCHIG<br>ARCHIG<br>ARCHIG<br>ARCHIG<br>ARCHIG<br>ARCHIG<br>ARCHIG<br>ARCHIG<br>ARCH | dace  | JAKNAMOAL KEODESISD)<br>JAKNA GHIGGEO GENATIFEGETYT  |             | 16/1/1000          | 10/81/1808 |
| 5,6  |                             | man - mrawyosemetat<br>wogosofiku)   | Stor  | CASSAURAN - COLSTONATA   | 90.004000   | 16/5/1998          | 34/31/4444 |
| 12   | TIMEN, NAME                 | 200 - 2009) PMM(A-1<br>8020-20165)   | broc  | ANENDRANA NAGITAREN<br>LESES ONIGANO - (ONGEDESATIA)   | 1354800     | 10/371999          | 10/01/1998 |
|      | 10001 (0001<br>000000090    | VMD - 0000008801AL<br>BEGINSTED  |       | ARRAGOS CASTOS CONTINUES (ARRAGOS CASTOS CAS | 1018AS:00   | 10/1/1005          | 14/31/1998 |
| 53   | PROSERVATOR                 | AMOUNTED,  | \$100 | TREATMON KNOWEDED!   |             |                    | 19/51/1998 |
|      | WERE WASTE                  | 200 00000000000000000<br>800028110[  | Proc  | TREATMENT NEGLEGORES:  | 100484600   | 19/3/1946          |            |
| i ii |                             | VMD - COMPIDENTIAL<br>SECONSTRU  |       | ARRESTED CONTRACTOR (ARRESTED CONTRACTOR CON | TALBASOU    | 10/2/1995          | 10/31/2008 |
|      | 18068300001                 | YEL - CONFIDENTIAL<br>BACINSTRO,   | DASD  | TREACHING COMPILATION (TREACHING STORES)   | ON LEARNY   | 16/1/1998          | 19/31/1998 |
|      | (MOCC 190 LE                | DED - CTOOY PROCESS.<br>- 600008190)   | JASE  | ferencerames - (accementar)<br>caractera and and the ference of the  | 10.484600   | 19/9/1446          | 10/31/1998 |
|      | (TAKE ONEA<br>TARALNOM      | VED - COMPTORNITAL<br>NEGRESTRO]   | 2600  | AMMAGGGG SSÖCSSIND)  | 11.1888517  | 10/1/1995          | 10/31/1238 |
| = 9  | TODAY ONLY                  | YML COMPLORATIAL<br>BAGUNSTRO  |       | TYPES ONLOGED CONVIEWNER.  | 00.1650/00  | 16/1/1009          | 14/81/1608 |
|      | (VIOCE ONCE                 | reo - commineratal<br>acquistrij   | 5455  | ASENJARDA MENGERSENS!<br>[GSEG ONLANDS: - GONGERSENIE]   |             | 19/3/1998          | 19/30/1999 |
|      | TREATINGME                  | SEGUECTES:   |       | AMENSATUL SEGURATORS CONSTIDENTED  | D.188800    | 18/2/1995          | 10/31/1238 |
| 62   | 72621 0811<br>788500707     | YBD - CONFIDENTIAL<br>PROTESTORY   | DRAL  | TOWARK PRO CONSTRUCTION OF STREET  | 3CL8A800    | 16/1/1998          | 14/31/1998 |
| 93   | AMMANAGE<br>AMMANAGE        | TEO - COMMISSECTAL<br>REQUESTRO  | DASD  | [TZZT OHINNE: - CONTEDZOTIAG<br>- CORRECTO KRONOSCORE!   |             | 19/3/1998          | 19/31/3959 |
|      | TOKET ON DE<br>TERMINANT    |  | DADD  | Perra onitino (Ontrocerra)<br>Tabantan' Probasian  | 11.1234666  | 10/2/1995          |            |
|      | (0021-0001<br>700907297     | VALU - COMPRESSONAL<br>REQUESTED,  | JASO  | TRANSCRUCT REQUESTED)  | MARKETT     |                    | 14/81/1608 |
| 5.5  | VARCE GREE                  |  | DASD  | [TRIT ONTENDS - CHESIDANIAN<br>CREATHEN ASQUESTED;   | "NURABOO    |                    | 19/31/1999 |
| €7   | 199001 ON DO<br>1998W, NAME | 8650 50 MARK (NO. 000.   | DEAC  | ANEWASTA SEGNETER<br>LESSE ORIGANO - COMMEDESTING  | "NINSASCC   | 1973 \ 1948        |            |
| é8   | 10001 0000                  | VED - HOMESTERNING<br>SECURETES  |       | DENNOCKOUS GEODESIDES<br>DENNOCKOUS GEODESIDESCIE<br>DENNOCKOUS GEODESIDESCIE  | LUSASON     | 10/1/1335          | 10/31/1998 |
| 49   | THE TOWNS                   | TAD - CONTRACTOR<br>REQUISORS  | DASD  | paparana angresiant<br>paparana angresiant   |             |                    | 19/31/1998 |
|      |                             | CD - 00000000000000000000000000000000000   | DASE  | [esse owersen - domestessia:   | 100484600   | 15/3/1996          | 10/03/2998 |

|     | PREMIRENT REQUEERED  |       | walking projection   |             |           |            |
|-----|--|-------|--|-------------|-----------|------------|
| 71, | GENTORM PROBLEMS.  | 24/50 | AMENICANA WAĞONOLIANA<br>TARBAK OMISALED - COMPANIANACIVA  | TUIGASED    | 10/1/1998 | 10/31/1290 |
| 1.5 | Treve onlines transcending versioner and resources   | DANID | LEEMINGER KONDELED;<br>[LEEMI ONTHING GONESTED TITET   | octeveco.   | 15/1/1000 | 10/31/1998 |
|     | (2000) ONDERDO COMPRIMENTAL<br>2000) NOON ACQUESTED)   |       | (серельтат куйначий)<br>Бара (мілами) - (фистровала)   |             | 13/3/1446 | 10/01/1998 |
|     | pastazou azibestea.<br>past contast - couscospulati  | 2450  | Proce Omicres - Consumerata.<br>Transcrict ergosomism)   | ::IGAS#0    | 10/2/1998 | 10/31/1998 |
| .,  | CONTRACT SOCIECTARY CONTRACT CONTRACTAR  | SASD  | TIERT ONLYTED CONTINUITAL  | OCEASOD.    | 16/1/1998 | 10/31/1938 |
|     | WARRANCOS ESCOSSESSOS<br>(ABOSE LASELESCO - COOCASERCOCO -   | DAST  | print outband - questoralist   | 101454600   | 19/3/1996 |            |
| 77  | TREAT CONTINUE CONTRACTOR  | 2400  | Provi Onomero CONSTRUEREDA<br>VERNACARE COUESTED   | Tt.12514600 |           | 10/31/1200 |
| -8  | COST CALITAL - COMPLORATION CONTROL OF THE CONTROL OF T   | DASD  | LENNAR GOL ANGRESLED! LECOLA CHIGGES GOSTOFFICE  | 90 LGAROU   | 16/1/1999 | 10/81/1008 |
| 29  | VENEZ (MELPOOD - CTONYLEROZZAZ<br>VENEZ (MELPOOD - CTONYLEROZZAZ   |       | CESTAGO EXOLOGOS<br>CESTAGO EXOLOGOS   | Number      | 15/1/1408 | 10/31/1998 |
|     | (7000 (NUTTED CONTINUE)  |       | AMERICAN USONSTRUN<br>ESCAS ONCLASS CONNECTIONS  | 11.133800   | 1977/1995 | 10/31/1398 |
|     | TREAD CARLESS - CONFIDENTIALS TREADS OF PARTIES OF PARTIES OF THE  | DASD  | ASMARKAS REGISSES.   |             | 16/1/1998 | 19/31/1908 |
|     | ASSESSED SEGMENTS (ASSESSED SEGMENTS)  | DASL  | TREATERNY EXCENSIONS (TREATERNY EXCENSIONS)  | -Northwes   |           | 10/51/1990 |
| 63  | TREAT ON PETER CONTROL DISTRICT  | Tapo  | Peers owners - Convincential<br>Tabanchit biglissing   |             | 10/2/1998 | 10/01/1999 |
| ٤.  | (Seat Connect - Conscensions,<br>TRESCUENT REQUESTED,  | Vaga- | рком оживерь — старинесть.<br>Такжимсть якцисатару   |             | 10/1/1999 | 10/31/1998 |
| 5.5 | WHATHER CONTROL OF THE CONTROL OF TH | 2555  | CASALLOWINGS - GONALDSDATAT  | OCTOWOOD.   | 15/1/1998 | 10/31/1998 |
| 86  | (FERT AND THE COMPANY OF A PROPERTY OF A PRO | Tope  | describe and restration of the control of the contr | "LUSASCC    | 1979/1995 | 10/01/1998 |
| 67  | pasaragan - pasarasagar<br>(pasi centhan - pasarasagar   | Yaye  | PERSON ONLORDS CONSUMEROUS.  |             | 10/1/1999 | 10/31/1998 |
| 55  | Treve omittee - Treviewerial<br>Trevender Fegusaus   | 2555  | LESMONERA REGINERACO!<br>[ACADA OMINARO - CONSTRUCTIVO   |             | 15/1/1328 | 10/31/1998 |
|     | (2000) ONDERSO COMPRISONO.<br>TRENINGET SEQUENTED  |       | Pasto Omittado - dosictossadas.<br>Viscossado Rigilmanales   | 11094600    | 1979/1988 | 10/01/1958 |
| 10  | (TEXT COUTYNO - CONSTORATIAL)  | Vace  | THE WORLD - CONTINUENTER -   | tuigasdo    | 10/1/1998 | 10/31/1998 |

|     |  | Ogolpocol<br>Cosc # |                |                     |           |
|-----|--|---------------------|----------------|---------------------|-----------|
|     |  |                     |                |                     |           |
| 46  | TREE CHITYSD - COMPLERATIAL TREECCHOOL SKEPASTEL   | 19587 ONE2260       | CONTENTA       | si Tobatabor M      | 102325D1  |
|     |  |                     |                |                     |           |
| 47  | VERTORE PRODUCTION   | [258 ORDANSO        | COMPRINCE      | ACA TENENTONIONE PE | gussana   |
|     |  | <br>                |                |                     |           |
| 48  | ARRICANDEL COCOSERVA!  | [2000 ONITED        | - (2000/10827) | AD TORNAMENC AR     | (021150)  |
|     |  |                     |                |                     |           |
| 4.0 | GENTAND NUMBERS.   | PERC OMPRESS        | CONTABLEMA     | SE TREATMENT NE     | Ansesso!  |
|     |  | <br>                |                |                     |           |
| 5.6 | THEOREM PRODUCTION OF THE PROPERTY OF THE PROP | fasoc ownesses      | GON 53 DESC. 3 | AL THEGTNESS PE     | Successi  |
| 52  | PART (SEEPER - CONSTRUCTOR   | F20 62 C01 27200    | - 1016/00/2022 | AC THEOVEROR OF     | (0073150) |

|            | pesitional peginecuso.   |                |                    |                |              |
|------------|--|----------------|--------------------|----------------|--------------|
| 55         | TOTAL OMITSE - TOTAL DESCRIPTION OF SECTIONS.  | past ource     | an constructive    | KRESCHEOD      | 2EQ05815b)   |
| 55         | PREMINDED - CONTRESSIVE  | [2000 001222   | r - 0000100001A1   | THENCHES       | dEQ00313D)   |
| 63         | TREAT CONTROLS - CONTROLSONIA.   |                | 29 G29A3 BROATS    | TERMINENT      | erdinesten!  |
| 55         | COURT ONLY ON CONTROL OF CONTROL  |                | no enorationaria.  | 17 CPA/2015/07 |              |
| 56         | -VEDOT OMERDED - CONVENERATIVE<br>PRIMARMORD REGISTERS   | [2643 ON1595   | L - OMFRONDA       | TARRESTERS     | 26002315b)   |
| 47         | [TRACE ENCOURTE CONTINUES.]  | bases carross  | n - consumerac     |                | regocateot   |
| -6         | CORRUPANT - HORSTORDERS  | 1920G., OMBSS4 | 20 20020 DROPY CAL | TOBATORODY     | PRODUCTION,  |
| 59         | ARRAINMEN MEGGERRAND.  ARRAINMEN MET LANGE MEGALINE  |                | D CONTRACTOR       | ARROGRERA      | dequadatab)  |
| 60         | TROOT ON UTTED CODING THOMPLAY, THEN, NEOT SERVICE TEO;  |                | ra - charragantar  |                | 1021230593   |
| • t        | DEBUGNISH: SERVICESCENT (DOSTOROSTAT)  | [559G. ORDSS   | 20 CT0995105* (A)  |                | FF01205-0403 |
| 53         | WERNINGE EGGESSES;   | fasti ostaas   | ED - COMPLOENTIAL  | THERESEESE     | regossisty   |
|            | (TERT ON LUTTED COSPIT DENTAL). THEN INSECT SERVES FED.  | banan ontoan   | O - CONFIDERTIAL   | TERATORNY      | 2600031301   |
| **         | DEBUGGOT PROTECUSO.<br>TACKT CHILLIND - GOULDSBOADED.  | 192061 ONIGSS  | 20 0007313887 675  |                | PROTESTED    |
| 55         | (VERT ONLEYED - VERTIBERALE)   | lass: ouras    | SD - GONDEDMONENT  | YERRORES?      | SEQUESTAL)   |
| - 65       | TREE NAME SUGGESTED;   | LEGGE CHICAS   | G - CONFIDENTIAL   |                | (60053150)   |
| £7         | desironed reflicense;<br>(Lext centian) - constantie;  | [SSSSS SMUCES  |                    |                | securation   |
| 55         | PRESENTED - CONFIDENTIAL PRESENTED FACTORING   |                | D CONFIDENTIAL     |                |              |
| 63         | ARRAIN-SEC REGISSIAD. ARRAIN-SEC REGISSIAD.  | Pages corass   | 50 (000F10E201AL   | THENWEND       | asq02213b)   |
| 10         | TRUM, SECTION OF THE  | laces outsas   | no crava nicovas   | TERRORINA      | erdosatso;   |
| 7 <u>1</u> | CORP ONLYSE - CONFIDERCIAL CONSTRUCT REGISERS.   |                | DO CONTRIBUTAR     |                |              |
| 72         | PRIORITORITORD - CONFISENTIAL PRIORITORO GEOGRAPHICA   |                | EU - 101KYLOMETIAL |                |              |
| 13         | TREAT GREATURE CONTENTIAL. TREATINGS SERVICECTED:  |                | n - manuserrac     |                |              |
| 14         | TRESOURCE RACHESTED.   |                | NO COPPIDENTIAL    |                |              |
| 15         | -VERDE ORIETED - CONVENERALE. VERNENDORE REQUISITES.   |                | ab - compressive   | PRESCRETE      |              |
| 76         | (FROM GRUPPED COURTDIONS (A). TREATNESSE SERVICE CED!  | Panco certora  | D - CENTIDERTIAL   |                | 202123033    |
| 99         | DESCRIPTION SERVICES (SERVICES SERVICES)   |                | NO COUNTRIVIAL     |                | RECORRECTOR  |
| 75         | PRESENCE FEGUROISO   |                | L - COMPLOENTIAL   | THEOREMEST     | requastab)   |
| 13         | SOURCE AND AND SECTION OF THE SECTIO |                | SD - CENTIONETIAL  | TERATORNY      | 1951620033   |
|            |  |                |                    |                |              |

RG (TEXT ONLY OF CONTERVAL)

82 (YEST (MILTORS CONVERNMENTAL TRANSPORT SUSPENSION)

E2 [TEXT (NATURE) - CONVERNMENT TO BRINGS (NOTING)

NA (TONE CONTENT - CONFIDENTIAL CREATMENT REQUESTES.

53 (MODEL ORIPODO - CHOMADISMIKE MEMBUNOSE SEQUESTRO) 63 (MODEL ORIPODO - COMPADISMIKE TREATINGOT SECUESTRO).

AMERICAN SECTIONS - INCOMESSIONS

59 - VERT OMITTED - CONVENENTIAL VOMENTAGE ADQUISTING

ea (TEMI ONITION CONTINUESEL TARRINGO NOQUEETRO) FO (TEME CHOPPEN (PROCEEDITAL TARROSSO) PAGAISSEE)

ANEXCHEM PRODUCTS:

Combleco, Inc. Handidential

DFNDT0006217

TASK, UNITOGOD CONSTITUTOR ARRESTMENT SECTORIZATION

(SECT ONLYAND - COMPANIESTAN AMMANMENT REGOGGIOD)

PERST OMETIES - CONSTRESSER TORSTHERS REQUESTED!

legge outpers (construedist component refloration)

1990C. OMESSÃO - CONSTINUENTE SCRUMENT, NECESCADO

[2027 ONLTYED - DEFFIGURETAL THROUGHEST REQUESTED]

faced, owicases - contableauth administration tailoususes?

PROCE ONLYNO - CONTROPORTAL TRANSPORT REQUESTAGE

3/25/2440

|      | ACCACURGOS C      |       |
|------|-------------------|-------|
| DAME | REDGES RECIDENCES | 301Ga |
|      | 91.8. @g0029A296  |       |

|     | MFg 25ee   | Type   | Parcal, 4  | Noostics   | Consencement. | 2nd of<br>Onwittent |
|-----|--|--------|--|------------|---------------|---------------------|
|     |  |        |  |            |               |                     |
|     | 19631 GMITTSD - GOGGIGERTIAL<br>TRESCREWT SACHSTER:  | \$40¢  | THEORY CHICARD COCKIDERTIAL  | ICL8AS00   | 16/1/1998     | 14/51/1998          |
|     | WENT ONLITTED - COMMERCIAL (VICTORIAL ONLITTED - COMMERCIAL)   | raps   | [TZZT CHONNES - COCCEDACIIA.)<br>CZERCKERY KECHACOCCI  | 10.684860  | 19/1/1798     | 19/31/3999          |
|     | (7900) (8000) 600(37000) (800) | Tope   | Serve oncomes - Georgeograph   | 11.488800  | 10/2/1995     | 10/01/1998          |
| 1.4 | Decaded annies (   | Yuge   | ARMANACA GEODGESTSB:<br>LARMA CHICGEO CONTRIBUTEY?   |            | 16/1/1359     | 10/81/1008          |
|     | THEREOMORE CONSTRUCTOR   | **15** | TERRITARY SERVICEDORS  |            | 16/5/1998     | 19/31/3499          |
| 96  | - PROCE ON EFFECT COOP ) THOSE (ALL<br>TRESCUNSION SERVICE FED)  | Tope   | PESTS ONCOPPED - CONCEDENTIAL<br>VARANTERS REQUESTED)  |            |               | 10/01/2998          |
| 47  | (2011 ONDEYSD - OCCESORATION<br>CRESCONOR EXCHANGES  | XHÇE   | achmockous esdacatab)<br>Lasan chitaseo (constructiva  |            |               | T4/3T/7509          |
| 16  | Toper omitted - restingerial ventures application  | Yapa   | TSERT CHINGES CONSIDERLIAN   |            | 16/4/1998     | 19/51/1998          |
|     | MAINTANAMA COCACAMO!   | Topo   | (25522 OH1999C) - (OHCEDESTIAL)  | 100948600  |               | 10/01/2958          |
| 100 | TREAL SECUCIONES  (TEXT CALLESS - COMPTOENTIAL  TREAL SECUCIONS  SECUCIONES  | Yapa   | THRESTERS CONSTRUCTAL  | TLLBASUU   | 18/2/1995     | 10/21/2008          |
| 193 | Treat OMITTAL - CONFIDERTIAL TREGORDE SECTIONS   |        | TREATHSON SKOURSTED)   | OCLEASOR.  | 167171338     |                     |
| 102 | WENCHEST SOCIETIES;  |        | ferer Onrosses - Oscolocatia,<br>Grandelpy Nagonaces;  |            | 19/3/1446     |                     |
| 102 | [TEXT ONLY VED - COMPLEENTIAL<br>THEATNESS NATURESTED]   | Yaye   | 9566666662 62Q0231503  | 11.1835177 | 18/2/1995     | 10/31/1398          |
|     | Treat outrost correspond trescurry and universe  |        | TANAM CHINGEO COMPILEMENT  | 00.1053(0) |               | 14/81/1008          |
|     | WESCHEET - CONTRIBUTED - WESCHEET | Topa   | TREATMENT ASSOCIATION  | 100464600  | 19/2/1998     | 10/31/1999          |
|     | TREATINEMS SERVICE DED)  | Yape   | Print Chitten - Charlestial<br>Thermally abgustials  |            |               | 10/31/2238          |
| 19  | COMMITTED - CONFIDENTIAL<br>TRESCRIPTOR DECUSIONS.   | Y405   | TERMAN GAS (SQUEOTED)  TERMAN GAS (SQUEOTED)   | ACLESASOT! | 16/1/1998     | 14/31/1998          |
|     | AMMANUMENT SEGOCETRO)  | rops   | CARACHERA REGRESSESSI<br>(CARE CHARAGE - CONCEDENTIAL)   |            | 15/3/1798     | 19/31/3959          |
|     | TREET AN ECCED COOPTORON (A). TREET NEST SERVICE (EC.)   | Tope   | Person outposed (Occupantial)  | 11.1284666 |               | 10/01/2008          |
|     | (mode cannyme - docedomental)<br>(mode cannyme - docedomental)   | Yaya   | JANNAMALA GEORGINA)<br>JANNA JANGGEO GEORGINAGERY  |            |               | 14/31/1908          |
| 133 | ANDKONEGE EDÖGGGERDÍ<br>(ANDKONEGE EDÖGGGERDÍ  | Tapa   | [TZZT SHIWAND - CHECIDZATIAN<br>CORNERSON NEGLECTOR)   |            | 19/1/1998     | 19/31/3999          |
|     | (PPOCT ON ETTED CCOPY) DIRECTOR (ALL TREAT, NAME SERVICE EED)  | Tope   | VERCHERO - (DECEDENTED)  |            |               | 10/01/2998          |
|     | [DEEL CORTAND - DESCRIBERTIAL DESARROSCH EXCURENCES.   | Yaçe   | ASSESSMENT OF CONTRACTOR OF CO | 1018ASOT   | 10/1/1305     | 10/31/1998          |
| 134 | PRESENTATION - CONTRABINATION - PRESENTATION - PROPERTY | ****   | GUSTA CHIANNES COLUMNISTI  | D05889300  | 10/1/1998     | 19/31/1998          |
|     | (49000 (N)007200 (0007)2007(A).  |        | [GELLS ONODIND - GONGIOGRAPH   |            | 20/3/1996     |                     |

| THEN NEST SERVES HED  |        | Taracambat anglangton                                   |              |           |            |
|---|--------|---|--------------|-----------|------------|
| GENTANDA PRÉDENTES.   | VACC   | DESCRIPTION - CONSUPERCIAL TERMINANT REQUESTED          | TUIGASCC     | 10/2/1998 | 30/31/1290 |
| ran passa centare mesanencier   | Yeşt   | TREATHSON ROUNDEDED;                                    | OCLEANCE     | 15/4/1000 | 10/51/1998 |
| TRING NOOT REQUESTED)   | Topo   | Commission - (profession)                               | intusasee    | 19/3/1996 | 10/01/2958 |
| DEBUTADNI PERMERED.<br>CONTRACTOR CONTRACTOR CO | Vacc   | DESCRIBERATE AND    | ttigasdo     | 10/2/1998 | 10/31/1998 |
| CONSTRAINT PROGRAMMY (CONSTRUCTOR CONTINUES CO    | YADS   | TREATE ONLINES CORPLESSIONS                             | OCLEASED     | 1971/1998 | 10/31/1938 |
| Manuscou eddocena)  | Taps   | GSSSLANDA BYOLOGGER!<br>ESSSL ONIDARO - QUESTOCRITRO    | 101984600    | 19/3/1996 | 10/31/3998 |
| DEBUTARN SECRETED.  | Vave   | Provi Oscitted CONSUMERTED -<br>VERNORARY REQUESTED:    | 71.1293/side | 1837/1999 | 10/01/1000 |
| 123 (TOST OMITOD - CONFIDENTIAL<br>TRESPORT RECORDED  | YAP 6  | TARMAR GAS A GOOGRADED)                                 | OCTOWNS CO.  | 16/2/1009 | 10/31/1008 |
| 125 (MARCH (MELPORD - COMMINDERFREE)<br>MARCH (MELPORD - COMMINDERFREE)   | Tape   | Cusandada Exonocado?<br>(Sasa OMIAARR - CAMBIDSRITUR    | NUMBREGG     | 19/1/1498 | 10/51/1998 |
| DEBUTNESS SECTION CONTINUES.  | Tave   | TREMERIES REQUESTEDS                                    | 11.1484800   | 15/3/1996 | 10/31/1998 |
| 126 CORT CALLYDU - CORFIGRATIAL<br>TRESPONDI PROPERTIES.  | Yage   | ASMMARKAS RIGASSISD;<br>(33000 CONSTRUCTOR CONSTRUCTOR) | NELSASCO     | 10/1/1338 | 19/31/1998 |
| 159 West Owlfood - CONVENERGEAU WEST GOODSTEEL  | Tape   | Laskackack Exchanged<br>Laskackackack - Contingentive   | acrevace     | 15/1/1790 | 10/51/1990 |
| 120 (7000) ON PUTCH COMPANION OF THE STREET SERVICES REC.   | Tapo   | Prece owithin - Convinential<br>Valuabilit Rightsians   | 11.USASCC    | 10/2/1998 | 10/01/2999 |
| THE COORDINAL - COORDINATED CO.   | Vage-  | Propriodizero (confinenta.<br>Temanicat Adquester)      | N TRANSPE    | 16/1/1998 | 10/31/1008 |
| 136 (TEXT ONLTSED - CONVERGENTIAL VENEZUCCET FOCUSENTS)   | Yaps   | CARACASSA NASSOCACAS<br>[LIGAL CHEARER - CONSIDERATIVE  | OCIENDOS     | 15/1/1998 | 10/31/1998 |
| 132 (7500 ONLUTED COMPARKYON,<br>TREATNAME SEGMENTED)   | Tope   | TREATED PRODUCTIONS                                     | "LUSASCC     | 1979/1995 | 10/01/2398 |
| pabyloped padiments;<br>iss loss cession - possessenty?   | Yage   | Priser offices consultantel                             | LUSASUU      | L0/1/1995 | 10/31/1998 |
| 193 Francisco - Magrenorial<br>Mesoneor Fegusatro,  | 2.45.0 | LSEMENSON KRÖNSSESS!<br>[GERKL OMIGERS - GONSIDED/ITET  | or revised   | 15/1/1000 | 10/31/1998 |
| 194 (2900) OKOCCOO (COMPRISO(A),<br>TRENINSEN SOQUEERO)   | Topo   | Controlled Signatures (                                 | 12094600     | 19/3/1998 | 10/01/1958 |
| CORNINGON SEGMENTES (1981) - CONTROL C    | Vace   | (NOON CHITTED - COONTINETERAL<br>TREMONIOS SIGNOSTED)   | ttigasdo     | 10/1/1998 | 10/31/1998 |

|     |  | Data | Ogsipoco:<br>Cosc ≠ |                 |                    |              |
|-----|--|------|---------------------|-----------------|--------------------|--------------|
|     |  |      |                     |                 |                    |              |
| Ýk  | TERNI CHATYRD - COMPIORATIAL<br>CRESCOSOG SKEPASTED,   |      | 19582 (M02268       | COS-PATERNAS    | AL TREATMENT :     | SECURSORY    |
|     |  |      |                     |                 |                    |              |
| 53  | THERETON FOR THE PROPERTY AND THE PROPER |      | [358 0603555        | COMPRIORIES.    | REAL TENNESCORES . | englistering |
|     |  |      |                     |                 |                    |              |
| 2.3 | ARROLDOGU GOĞUDELIKLIĞ<br>ARROLDOGU GOĞUDENATIYE   |      | (Section case)      | - CONFIGERTI    | AL TUBRYMENE .     | (021650923   |
|     |  |      |                     |                 |                    |              |
| 44  | DESCRIPTION SECRETARIES.   |      | 12725 ONUSSES       | CONTRACT        | FE TREATHENT :     | rednesaso!   |
| 64  | THESE CALLERY - CONTRESSED.  |      | Taba. ONTO A A D    | CON N3 DP3***3. | AL PRESTREET       | states area. |
| 9.6 | (MODEL CASTEGOR) - COOCCENERACION  |      | F20 C2 - C61 29503  | - 10000100000   | AC- THEORYMETE     | 6000231569   |

DFNDT0006219 DFNDT0006220

DFNDT0006218

|     | desvouced redifficates.   |          |           |                     |  |             |
|-----|---|----------|-----------|---------------------|--|-------------|
|     | TODER OWLETED - TODERLOBERTIED TODERLOBER ENGINEERS   | [222]    | ONLESSED  | CONTRIBUTION        | VKEROREO D                             |             |
| 55  | WHOLE OWIGSED - GCONTERSTAT   | [2000]   | 0012225   | - (500F108801A5     | TREASMENT                              |             |
| 4.0 | TART GREETER - CONTENENTS.<br>TERATHEMI SECRETER  |          |           | CENTRAL DIRECTOR    |  | ARGUMPTON.  |
| 100 | Conse obligati - conscienciati<br>Generali Reguestru  | lucks.   | смпегео   | epo se talencia.    |  | PEQUESTS034 |
| 192 | YRRA/NOCE (EQUIDITE)  | ,        |           | - 100072100971AL    | THEMSELL                               | &EQU2815D)  |
| 165 | PREATNSML SEQUECTED   | Descrip- |           | - 10 00 8 10000 104 |  | seguestros  |
| 103 |   | 19200    |           | 0002378054.0A*      | TREATMENT                              |             |
| 199 | ARRAINOGE COGGIGIES.<br>-ARRAINGED COMMITMENTIAL  | 15623    | ONT 2372  | CONFIDENTIAL        | TREMEREE                               | aeQuantsby  |
| 103 | (THEN ON BETTER) CONTRIBUTION (A)   | Perce    | ONTOWN    | - CTNF409871A1      | TERATIONS                              | 1021530097  |
| 106 | CECH CANADA - ADDRESSED   |          | 0917700   | CQ0-3323654 CW      |  | FF00080000  |
|     | VERMINDER FEGURETIE)  | [288]    | OM155555  | - COMPLOENTIAL      |  |             |
|     | (TEXT OCUTED COSPIDENTIAL TRUE SEQUEDED)  | peece    |           | - (200410682195)    | TERATORNY                              |             |
| 100 | CORT CATTUMD - COMPACEDEDICAL   | [5500]   | омсегео   | C0033 DRSA 699      | SEEVINESSA                             | PRODUKEGO!  |
| 120 | TWENT ONLYMEN - THEFTERSTALL VERNINGET REGINSTRU  | [2887]   | OMERVED   | - 00/21080/11AL     | ************************************** | SEQUESTALLY |
| 122 | PROCESSOR SEQUESTED:  |          | 00117720  | - :bwn:oegria:      |  | ded05315D)  |
| 142 | described permedes.   |          | тмистео   |                     |  |             |
|     | VERNINGER ERGINSTING.   |          |           | CONSIDERATE         | WKESCREO D                             | SEQUESTED)  |
| 123 | ANNIA MAGE REGISSING ARREST ONTROOD CONTRACTOR  | peese    | 0012225   | 5567108291AL        | SURVINENCE                             | ££Q02213D)  |
| 116 | TREAL SECTION - CONTROL - | proce    | ONTOTEO   | cravi nicevia.      | PERAPHENT                              | sequestion; |
|     | POCE OMITOEL - COORDENSTAL<br>PRESIDENT ENGINEERS.  |          |           | CODYLDBOTTAL        | TREADMENT                              |             |
| 127 | ASSOC OSTRAND - CONTRANTAL  | [pack 2  | ONT 3.825 | - 1006F1GESTIAL     | TREACNESS                              |             |
|     | AMBACHNESSE PREGLEGARD  |          | омгетто   | - cossisservas      |  | ARQUESTED?  |
|     | (DOME ONLEYS) - COMPLEMENTAL<br>TRESOUTER SECURITES,  |          | омергео   |                     |  |             |
|     | -VADOR ORDERED - CODMINENTIAL VARIOUS-SEC GEOGRAPHIC.   |          |           | - CONFIGENTIAL      |  |             |
|     | TREATNESS SERVICE DED!  |          |           | - CENTIDERTIAL      |  |             |
|     | Casalonder Szélentes<br>(acsalonder - naskipskolar  |          |           | CECATERATE          |  |             |
|     | WRIGHMORE FEQUUSTICS  |          |           |                     |  |             |
| 124 | (MOST PARENCE CONTRACTOR)   | pecec    | G01 2450  | - monthereses       | TERATION                               | 1920031201  |

DFNDT0006221 DFNDT0006222

138 (TEXT ONLYSD - CONTERVALL) TRESTAGIT REQUESTED,

126 (YEST (MILTOR) CONVERNMENTAL TRANSPORT SUBJECTIVE)

127 [TEXT CONTINUED - CONVIOUNTIAL COURTNESS (CONFIDENCE)

188 (TONE CALIFFED - CONVICTORIES) CREENCEST CALIFFESTES,

123 PASCH OKLEDED - COOPERSTEEL MERKINGER SEGENGERT, 120 (MEKI FALITYRE) - COOPERSTEEL TERRINGER SKYLGERE)

TRE COURT CAUTHAN - HONOTOBACTRIS

136 -VERT OMITTED - CONVENENTIAL VOMENTAGE ADQUISSIES

193 (TANI ONLITTED CONTRIBUTEAL TREATMENT NOW NAVIGABLES OF THE TREATMENT ASSOCIATION TREATMENT OF THE TREATMENT OF T

136 [GROUP GRIPTED - CHRYGHWESTAL TRESCREAT ECQUISTED]

Combleco, Inc. Handidential

1555, OMPASSO CONSTINENTS ARRESTMENT SECURIORI

(SECT ONLYAND - COMPANIESTAN AMMANMENT REGOGGIOD)

PERST OMETIES - CONSTRESSER TORSTHERS REQUESTED!

legge outpers (construedist component refloration)

1990C. OMESSÃO - CONSTINUENTE SCRUMENT, NECESCADO

[2027 ONLTYED - DEFFIGURETAL THROUGHEST REQUESTED]

faced, owicases - contableauth administration tailoususes?

[TOUR CHAPTE - CONTRODUCTOR TERROTORY SEQUENTIAL)

3/25/2440

DAINE WESTER PRODUCES SHOW U.S. 20012929

|       |  |        |  |                  | Consequents. | 2ad oz        |
|-------|--|--------|--|------------------|--------------|---------------|
|       | Mfg Item   | Type   |  |                  |              | Covel trent.  |
|       |  |        |  |                  |              |               |
| 136   | COCCE OMENNED - COMPENSAGE ORGANIZATION COMPENSAGE PROCESSES (CARROLLA COMPENSAGE) | X40+   | ASMARKASA KEBASSISA)<br>NASSA SMILESBO — OSKRIDANGIRFT   | 10188800         | 16/1/1999    | 14/31/1998    |
|       |  |        |  |                  |              |               |
|       | VOKENTRARE DOGOSSIBU   |        | (CZET CHYMNE) - COCCLOSO(IA.)  | 13. 68 KS CC     | 19/3/1798    | 19/31/3999    |
|       | TEXT ON UPDED CONTENTUAL   | Tope   | Peses onitreo - decembersas  |                  | 12/2/1999    | 10/01/2998    |
|       | 20100 NOOL 2003/50100.   |        | Parker Problems (All Control of C |                  |              |               |
|       | PROBLE CONTANT COMPROBREDIAL   |        | LARGE GREGORO GROSTERSCERT   |                  | 16/1/1009    | 10/31/1008    |
|       | 266209504 SECUREDS   | ange.  | DENNOVOUS GEODESISE;   |                  | 14, 2, 1333  | 21,121200     |
| 146   | TARGET OWERSED - CONVERGENCERS   |        | [2227 SH19998: - 00023D3511A)  |                  |              | 16/31/3989    |
|       | VERSCHOOLE (COGUNETRA)   | •      | TREATMON REGINSTICUS   |                  |              |               |
| 142   | PROCE ON EFFECT COOPERISM CALL   | Tope   | DESER ONLYMED - CONCEDERATION  | 130588600        | 10/3/1999    | 10/01/1998    |
|       | TREAT NAME SEQUENTED   |        | TREATMENT REQUESTED)   |                  |              |               |
| 142   | incal Codivab - Compression  | Yape   | DESCRIPTION CONSIDERATION  | 10188800         | 10/1/1995    | 10/31/1998    |
|       | DREADDON SKUTKREED,  |        | 1500000000 e2Q00\$100)   |                  |              |               |
| 143   | DATESSON - CONTRACT - CANTON   | Yapa   | [TEET ONLYGED COUPLDENTIAL   | ON LOASOC        | 19/4/1998    | 10/51/1998    |
|       | MRRESTMANN ENGLISSING.   |        | TARATONINA KRODBARTO)  |                  |              |               |
|       | PROCE OMERCED CCGOODERCOAL   |        | [2552 QH1399C) - (DECEMBERTIO)   |                  |              |               |
|       | YMEN'NEED SOCIESTED  |        | ASSESSMENT NECKERARD!  |                  |              |               |
| 144   | (TEXT CONTYND - COMPIDENTIAL   |        | (ARXA GRILLING COURTDANGER"  |                  |              |               |
|       | TREALNOOD SECTIONED.   |        | 2/90/6003403 4/200/00124/G   |                  |              |               |
| 146   | FROM CHIPTED - CONFIGERTIAL  | Yabs   | PERFORMANCE COMPRISERS   | OCLOANUS         | 197271998    | 19/31/1908    |
|       | VRESCHEUT BEGINSTED,   |        | TERATSON SUCCESSION)   |                  |              |               |
| 1.00  | (YSOUT OMERCED - CLOSY/DRINGORD  |        | Program Sacranana - Abertanana   | 100 - 100 - 100  | 19/3/1996    |               |
| 247   | WHEN THESE SEQUESTED,  | 2020   | parameter professor:   |                  | 7,777,0115   | 49,3977898    |
| 128   |  | Same   | LARRA GRILLING - COMPARAGORY   |                  |              |               |
|       | TREATMONT NATIONERS)   |        | 998866662 62Q000150)   |                  |              |               |
|       | TOORS ONLYGE CONSCIONATION   |        | LASTA CHISCED COMPSIDERLIN'  |                  | 16/1/1009    | 24/81/1008    |
|       | TRESONAUT BACHSSTRO  |        | TERRUS CVC REQUESTED?  | and agenties ( ) | 10,2,1,000   | 27,32,270     |
|       | (VIOCE OMERZED - CLOSS/SHOW CAL  |        | [2327 0029996: - 0000202211A)  | 120.00000        | 19/3/1998    | 10/01/1999    |
| 130   | THESCHOOL SEQUESTES  | 2.0204 | ANEWASTRA NEGLECTED  | 11.654500        | 3 1/4/ 1446  | 20, 31, 3344  |
| 1.6.7 | TENT ONITIED - COMPLDENTIAL  | Yage   | PERSO CHITTED - CONSIDERRIAL   | 11.000000        | 18/2/1995    | 1.07.2172.138 |
|       | TREATINEMS INSIGNED FED (  |        | YMERRALIT PRODESTABLY  |                  |              |               |
|       | TOCKE OWITYSD - COMPLEMENTAL   |        | LARKA CHIARRO COURTERATIVE   | CLEASUR          | 167171398    |               |
|       | 788509297 780159085.   |        | TORRES ON REQUESTED?   |                  |              |               |
|       | SAN AND CONTRACT OF CASE OF CASE   | *****  | [TZZT OMYYYNO - CONCCEDZOTING  |                  | 19/1/1790    | 19/30/3959    |
|       | WHEN NAME REQUISING  |        | cusumana kanananan   | 11.051000        | 14747 (446   | 12,31/3334    |
|       | (7000) ONLEGGED COURT DIONALA  |        |  | 11.595660        | 10/2/1999    | 10/31/2298    |
|       | *PROV. NAME: \$550,000 PRO]  |        | Yadabahar Raqiasiasa)  |                  |              | 10/04/1.55    |
|       | incar courves - coceremental   |        | LANGER CHICAGES CONSTRUCTION   |                  |              |               |
|       | DEERCHROF RECHESTED,   |        | TERROR OUT REQUESTED)  |                  |              |               |
| 155   | PARCE ONLEGED - CONSTRUCTOR  | Tapa   | [TZZT SHIWNE - CHCZIDZNIIA)  |                  | 16/5/1998    | 19/31/3999    |
|       | AMENUMENT REGOSSIBN  |        | CREATHENY NEQUESTROP)  |                  |              |               |
|       | SMOOT ON EPOCO COOPED HON CAS  |        | Celial Oncode - Concinsation   | 130488600        |              |               |
|       | PREW, NAME SANGUEG PRO]  |        | 475948314 530(2010)  |                  |              |               |
|       | Contraderesson - destros lastial   |        | DESERT ORIGINAL CONSIDERATION  |                  |              | 10/31/1998    |
|       | 266426234 382166683  |        | 22XXXXXXXX 65055315E)  |                  |              | 21, 12, 12, 1 |
|       | CARGE GREEDED - GUNACHBREEKE   | ***    |  |                  | 19/1/1998    | 19/31/1998    |
|       | VMRWIMAAR RAQUISATRIX  |        | contractor and and analysis  |                  |              |               |
|       | 179000 (NEETZOD 00000 DB000 (Au-   |        |  | 100484600        | 13/3/1996    |               |
|       |  |        |  |                  |              |               |

| THEN NEXT SEQUECHED!   |       | Valueting Regissions   |             |           |            |
|--|-------|--|-------------|-----------|------------|
| GUBUTOROU PAGNICAGO.<br>CON GUBUTOROU - COGGUDOROGIAS  | VACC  | DESCRIPTION - CONSUMPRIORS THERESELECT REQUESTED)  | ttimasdd    | 10/1/1998 | 10/31/1990 |
| 162 News Onlines (Newscand)  | TABLE | LEEMINGON KRONGEGES<br>[AUNIT ONTHER GONESIDEDITY]   | on heaped   | 15/1/1000 | 10/31/1908 |
| 169 (2000) OKEPTOD COORTHOOK (A.C. 2000) THOOK NOOT REQUESTED)   | Tupo  | CCESTATOL - QUICTOSSIDA:   | 101984800   | 13/2/1999 | 10/01/1998 |
| DEBUTACOU PERMISSIES.  104 (25%) ONOLAND - COULEOROLINY  | VAUC  | PROCE OMICIONO - CONSUMPRICIAL<br>TREMORECO DIQUESTED)   | ::IGAS#0    | 10/1/1998 | 10/31/1998 |
| The Treat Control - Controlecting  | 2455  | TREATE ONLINES CORPLESSIONS  | OCLEASED    | 16/1/1998 | 10/31/1908 |
| ASSESSED - COMMASSESSED - COMMASSESSED   | Tapa  | GSSSLOWINGS - GONGTOCRITRO   | 101454600   | 19/2/1996 | 10/31/3999 |
| DEBUTARN PROJESTED.  | Vave  | AMERICANI USONOSTRIA<br>Exist onclusa Construestra   | 71.1293/ndg | 10/2/1999 | 10/31/2200 |
| 168 DOME CALIFOL - CONFIDENTIAL CRESIDENT RAPPASTED  | 849.6 | TANALA CAL AGORGADAD!  | SCIENCE.    | 16/2/1999 | 70/37/7008 |
| 169 (MANCH OMETPOD - CONVENENTIAL MANCH (CONTRACTOR)   | Tape  | Lussingly Exchanged [ 5252 OWINARS - GATEIDSDITE   | 'Number     | 15/1/1408 | 10/31/1998 |
| 170 (TOOT ONLTTHE CONVENIENT OF THE CONTROL OF THE  | Tave  | AZENACTA USOCZOTEPO  | 11.484800   | 1977/1995 | 10/31/1998 |
| 17% (TEAT CHITSD - CONFIDENTIAL TRESCOPIN SECTIONS).   | £40e  | ASMARKOS KYÖNSSESU)<br>LARKA OMINEERO CORSIDARLIET   | DELBASCO    | 16/2/1998 | 19/31/1908 |
| 175 VERT OMITTED - CONVENIENTEL-<br>VRIGHTSONT EDGESCHICK  | Pape  | LISEALMANN HYGOROGODI<br>LISEALMANN - CONTENDENTINO  |             | 15/1/1400 | 10/51/1990 |
| 173 (7500) ON DEPOS COMPLETED COMPLE | Tapo  | Prece owithin - Convinential<br>Valuabilit Rightsians  | 11.USASCC   | 19/2/1998 | 10/01/1999 |
| THE (MORE CHARMS) - COMMERCED, TRESCRIPT BACTURES).  | Vage+ | PROPERTY REQUESTED   | NUMBER      | 16/1/1998 | 10/31/1998 |
| 178 TEXT ONITED - CONTENTIAL VENEZOGET REQUISING   | Taps  |  | 'N. LEADEC  | 15/1/1998 | 10/31/1998 |
| 176 (7500 ONLYTCO COMPARKYUA).<br>TREATMANT REGULETED[   | Topo  | AMERICAN SECTIONS OF THE PROPERTY OF THE PROPE | 11.484800   | 13/3/1995 | 10/31/2998 |
| GABY, MOSAL PAGE RESERVE 7. (GOST CANDIAGES)   | Y-w-  | AARMACKAS AAGUSTANA<br>TARBAL ANDROSSA COORTINADERS  | ICLBASCO    | 16/1/1999 | 10/31/1998 |
| 198 Terre oriest - Professional<br>President Regulation  | Taps  | TREMINION KROUGERED)   | OLIGADOS    | 15/1/1998 | 10/51/1998 |
| 179 (2900) ONOTICO COSCIENCO(A),<br>TRENINSZE SOGOZSTED[   | Topo  | President Signastrany  | 11094600    | 15/3/1998 | 10/01/1998 |
| CONTRACT ON THE CONTRACTOR OF THE CONTRACTOR OF CONTRACTOR | Vacc  | ажениясь избестату<br>(акок онстава - середнечавет   | tildashr    | 10/2/1998 | 10/31/1998 |

|              |                                 |                       | Opsiposal<br>Cosc #  |                             |                         |         |
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|              |                                 |                       |  |                             |                         |         |
|              | ONLYVED -                       | 00371085/C1AL<br>0037 | TENY CALLIE  | 2 C09210884                 | CZZ INZMIKSKI LAI       | deceest |
|              |                                 |                       |  |                             |                         |         |
|              | CMUTTAL .                       | CONFUNCTOR            | SUMM UNITED  | 5 COSATIONAL                | US A TORONOMERS FOR AND | DESPRES |
|              |                                 |                       | <br>   |                             |                         |         |
|              | ocerece c                       | TOPEDENTIAL           | [2000 ONITED   | - (200610852)               | AL TURNYMENE ARQU       | 20120)  |
|              |                                 |                       |  |                             |                         |         |
|              | 2011/25D 0<br>12011/25D 0207/65 | GED.                  | DESCRIPTION OF CASE OF | COMPATERNA                  | AL TOBOTHERS NEGO       | satso!  |
|              |                                 |                       | <br>   |                             |                         |         |
|              | SOUTH AND S                     | TED,                  | fass, ownsess  | 008 83 RES <sup>613</sup> . | AP, VERMENDERS PROFE    | SS(403) |
| 142 (9900) ( | 90E0000 - 0                     | COOPERANCAL           | F20 62 CH12950   | - 10100100202               | AC- THERWENCE GEOD      | 231503  |

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|      | DEBUTHSON PERMISSING                                |          |          |           |   |                    |               |
|------|---|----------|----------|-----------|---|--------------------|---------------|
| 195  | TYCKY OMITYBO - TYSKIE<br>TYKKYMARA SASTINGUKO,     |          | [228]    | OWEGAED   | CONTRIBUTION                            |                    | REQUESTEDS    |
| 1 95 | WERE RECEDED COOKED                                 | ENVIAL   | 120.00   |           | - 056710880175                          |                    |               |
| 100  | TRAKT (ANDROVED - COMPTE<br>CERTIFICAL INSCRIPTION  |          | Ire.     | ОМЕСТИО   | CENTRICATOR                             |                    |               |
| 145  | TRESONANT PRESIDENTED                               |          | 19997    | OWEGGOOD  | epophilisteria.                         | 97.00 PA 200 PA 21 | -             |
| 136  | ARRANMOGE KODODOJED.<br>ARRANMOGE KODODOJED.        | ENVIAL   | [2022]   |           | - 1050F160ERT1AL                        |                    |               |
| 447  | (TRACO ONICCORD (CCCVID)                            | ROPUAL.  | peses    | омплако   | - convenience                           |                    | seguesteut    |
| 146  | COURT ORGAND - (DOCUTO)                             | ecora,   | [9200]   |           | \$5000000000000000000000000000000000000 | TREATMENT          |               |
| 159  | ASKWINGER EGGSCRIED.<br>ARKE OWIESED GUNATA         |          | [2620]   |           | COMPLEMENTAL                            |                    | aegosatsby    |
| 130  | TREAT ON UPDED - OCCUPED<br>TREAT NEAR SERVICE PED] |          |          | 0810389   | - chargestrat                           | TREATMENT          | 1021230593    |
| 15%  | овамонами жарреелар<br>(резі септум) - фусеса       |          | [9500]   | 09022090  | CC0-99338054 CA-2                       |                    | FFQ1788*0-203 |
|      | VERY OMIFTED - CONVEY<br>VERY MODE (CONTEXT)        | SALANGE  |          |           | - COMPLOENTIAL                          | TNESCRESS          |               |
|      | (TEXT ON UPDED COSPED<br>TREAT NAME SEQUEDEES)      | PA17/38  | Pecces   | 0011355   | - CONFIDERTIAL                          | TERRITORNY         | 2600031501    |
| 164  | DEBUGGET PROTESTED.<br>(DEMI CHILLIND - GONDACE     | 8000200  | [9560]   | ONICESES  | CQ8933 DRSA 597                         |                    | PROMINENT     |
| 155  | ARREST ONT MADE: - GARAGE                           | POSTAL   | [288]    | ONLYYED   | - 00%3206043AF                          |                    | REQUESTED)    |
| 156  | MOCE ON OFFICE CCOMMO<br>TREATMANT REQUESTED        |          |          | 00117720  | - destrantial                           |                    | (60053150)    |
| 157  | рависком мефлество.<br>(дем: реплия) - соются       |          |          | типистею  | CS00919KNV OAL                          |                    | sequentes     |
|      | PRESENTATE - CONTROL<br>CONTROL PROPERTY.           | MATIAL   | (tast    | ONLEVED   | CONTRIBUTION                            | WKESCREO D         | REQUESTEDS    |
| 159  | ARRA MOGE REGISSING.<br>ARRE ONTESSED GOOMER        | PENYIAL  |          | C0119955  | 0007108201AL                            | SURVINENCE         | ££Q02313D)    |
| 1601 | NEGATRION REGISSARIOL<br>SEKT ON MARKE - WASTON     | Drinar.  | Inneca   | CMEDIES   | CONVENIENCE CAL                         | TERATORNA          | erconstruct   |
| 161  | TORE OMINOS - CONFIR<br>CONSTRACT BASINSTRO.        | PATIAL   |          | OME-5550  | CODYLUMNYIAL                            | TREADMENT          | SEODES/USD/   |
| 162  | ASSET ORTLOSE (GEOGRAPS)                            | ENVIAL   | [reserve | CMITYES   | - 10 SOPE ORBITANS                      | TREACNESS          | SEQUESTED)    |
| 163  | (TREO ONLOGO COOPER<br>TRENTINGME NEGOCORD)         | IRNYNA's |          | ONESSAS   | - conveniences                          |                    | Megoretroi    |
|      | CORRESPONDE - CONTRO<br>TRESPONDE AND MATERIA       |          |          | омертер   | CODENTIAL                               |                    | 2EQUESTED:    |
| 165  | NAMES OF STREET OF STREET                           | ENVIAL   |          |           | - complementant                         | ANEMSKERS          |               |
| 166  | TREAT ON LETTE - COUNTY OF TREAT NAME SATURED RED.  |          | Percen   | GRECTING  | - CONVIDENTIAL                          | TREATMENT          | 1021230593    |
|      | CENTRAL PARTIES - 020910                            | PROTING  |          | (300,000  | COUNTRAVIAL                             |                    | REGUESTEDS    |
|      | VERNAMENCE (CONSTRO)                                |          |          |           | - CONFIDENTIAL                          |                    |               |
| 169  | (PERT ON LETTER COMPLET<br>POLICE NEOF GROUPS HES)  | PNP (AU  |          | . 0013450 | - CONFIDERTIAS                          | TERATION           | £60009130;    |
|      |   |          |          |           |   |                    |               |

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176 CTEMP SMITTHD - CONMISSERIES: WHEN MANT REQUESTED,

192 (YEST ONLESSED COOKEDENSELL TREW NAME REQUIRED)

192 (TEXT CNITTED - CONTORNUAL TOBSTROOM NUMBEROES)

173 PEDET OKLETCED - TOOMEDISCHEL PRINT NOOT SEGDESTED. 173 (TEXT OKLETCED - COMPEDISCHEL TREATMONT SEGMESTED.

199 (VESCO OMELODED - COMPLEMENTIAL VARIATIONAL REQUISITION)

178 (YEST ONLITCO COMPLENTIAL TARK NOOT NEGOCERS)

UPS (COST COSTON) (SOCIOOSTA), CRESCUZOT PAGUSSES

156 (GROUP GRAIPTED - GENEVERBERGER, VRESCREAT ECQUESTES)

Condieco, Inc. Candideccial

17% (TONE COUPED - CONFIDENTIAL CREENELY REGISSIES,

THEM, NOOT SKEPPENDS.

176 (TOOKT CHITTEN) - INDEFINITION
TREASURED REPRESENDS.

TASAL CHITAGAD CONSTORONATOR ACREAGES SECURION

(SECT ONLYAND - COMPANIESTAN AMMANMENT REGOGGIOD)

PERC OMETER CONFARENTAL TOPATHENE REQUESTED;

[TEXT OMECOND CONSTRUCTION TREATMENT PERCONSCION]
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DYROW CHICZERO CONNENCTORAL TREATMENT PROCESSESIN

[2020 CM1995D - (DEFFERENCENT PRESENTERS REQUESTED)

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THE CHAPTER - CONTRODUCTOR THROUGHT REQUISITED

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#### DAINE WESTER PRODUCES SHOW U.S. 20012929

|    | MFg                          | Itev                              | Type      | Ports   | 1), 4                     | Montin     |           | Dad or<br>Coveltment |
|----|------------------------------|-----------------------------------|-----------|---|---------------------------|------------|-----------|----------------------|
|    | 2889/29297                   | YBD - GORPIOERTIAL<br>BECUSSTER:  | X40+      | TERROR ON TOTAL   | ecorep)                   | ICLBASOU   | 10/1/1998 | 14/31/1938           |
| 83 | VICENTIAN TOWN               | TEO - ULBERTHENS FAC              | тэря      | (CZZT OM/YYNC)<br>CZZZT OM/YYNC)  | - Conception (14.)        | 'A. WASSC  | 19/4/1496 | 19/33/3999           |
| 02 | STEACH FAILUR<br>SOUND NAMES | CONTRACTOR CONTRACTOR             | Tope      | elekanoasidi badi<br>Baska ontaako  |                           | "1. USASCC | 10/2/1995 | 10/21/2338           |
| ń. | 19021 0001<br>788978297      | VMB COMPLOSIONAL<br>RECORSOS      | Yage      | 328868-041 650<br>(2308-0455560   | CONSTRUCTOR.              | ICLBASOT!  | 16/1/1009 | T4/ST/5008           |
|    | PARCE ONLY                   | men - movioseneral<br>Reguloseral | 200       |   | - corespantari<br>postcuj | W.684877   | 15/5/1998 | 16/31/3999           |
| ð6 | SECORNERO<br>SECONOCE        | 700 (002)3888(A 1                 | reatury.  | PRESIDENT PROPERTY (PRESIDENT PROPERTY |                           | 1314S4600  | 10/271998 | 10/01/1998           |
|    | (1001 0001<br>(1001 0001     | YMD - GOMESBREEN :                | REMOTERS  | DERNOCK SOS 10 SÕI<br>LARNA (MESSOS)  | popron)                   | 10188800   | 10/1/1395 | 10/31/1998           |
| 66 |                              |                                   | EBATHEN   |   | 00021020/11A              | DV848470   | 15/4/1338 | 10/51/1998           |
|    |                              | 200 ((00)) DROW((A))              |           | CSESSESSES (NESSES) -   | - decemente:              | 100988600  | 19/3/1996 | 10/03/1998           |
| 00 |                              | VND - COMPIDENTIAL :              |           |   | CONSIDERRIAL              | 11.18A899  | 10/2/1995 | 10/21/1008           |
| -  | TOWN OWITH                   |                                   | CHRASKENS | TREATMENT SKOT  |                           | COLEASON   | 15/1/1998 | 19/31/1908           |
|    |                              | TED - COOKSTRANSFORCES            | TERREPER  | PREMINERS REGISTERS   | - decemberra.             | 10.488600  | 19/3/1446 | 10/31/2998           |
| 92 |                              | VED - COMPTOBRETAL S              | OKKWARETT |   | COMPIDENTIAL              | 11.188899  | 10/2/1998 | 10/21/1238           |
|    | TODAY ONLY<br>REQUESTED      |                                   | MENTEREZ  | TORANGE REGI  |                           | 00.1858(0) | 16/1/1999 | 14/81/1008           |
|    |                              | TEO - CLOSY/ERRY (AL.)            | PREATHENT |   | - 000020221120            | 17/184600  | 19/3/1998 | 10/30/1999           |
| 96 | (TEXT ONLY                   | VED - COMPLEMENTAL :              | CARAGRETT | PERSONAL CHITCHS  | - CONFIDENTIAL            | 0.18as@0   | 18/2/1995 | 10/31/1238           |

|     |   | dect 4              |                  |                         |   |
|-----|---|---------------------|------------------|-------------------------|---|
| 181 | [CENT. CMICTED - COMPILED. LAL<br>TERAL NOOT   NEWTONIES] | Prize owines        | - COMPTDEREIS    | L IRBAUKSAY KENDESTED   |   |
|     | (TEXT ONLYME: - CONTIDERCIAL)                             | <br>STREET CHILDREN | 0.00/311980/01/6 | ** LEGELSAL BECARRORS   |   |
| 185 | ASMATAGGE GEGOSONAL<br>LARGE OMESSED - CONNETTWESSED      | (1222 092338)       | - 00001000117    | G INMARKERT REQUESTED   | , |
|     | (MEKL ANIPPED COUPEDENTIAL<br>TREATNESS SSECTED)          | [6386 онгазнр       | - concincents    | L IRMAKANT SEDOROTED    |   |
| 186 | Treat courner - decetorotrata<br>Terrorani baginetho      | Tackook compleased  | 0.000 23 EXCOUNT | 1869-04-201-3XD/365/660 |   |
| 186 | VARBONERS (DOGSSERV)                                      | <br>fassa cmounts:  | - (00/2/1023/112 | o nakabkar sagonsala.   |   |

| 192 | TREAL AND THE CONFIDENTIAL (TEXT)                            | T (A55.5) | оиталяр   | CONSTRUCTOR     | 105AUMENT     | seconormo;   |
|-----|--|-----------|-----------|-----------------|---------------|--------------|
| 166 | (2021 COMINSE - COMPICENCIA<br>VERSURVET PROTESTED           | L 1990.9  | омерево   | 009911909114.5  | encatedor.    | PROMESSES!   |
|     | PARTHER - CONSTRUCTA<br>VARRANCE EDGOSTES                    | c Pezza   | SM3 95900 | - CONTRIBUTION  | 1000000000    | FEQUESTRD:   |
|     | (TEST ONCOTTOCO COSMITORNICA<br>THEN NEET ERQUICEED)         | . Peser   | 0017780   | - rossetucertas | JAPAC ROAT    | sequestro)   |
| 194 | (PORI CHINED - CORPOREDIA<br>PRESCRESSO EXCHANGES            | 7 12.204  | омигиево  | CONSTRUCTOR     | DESCRIPTION . | SEQUESCEO!   |
| 195 | WEEKER GOODSTED  | f. fasta  | CHIVELED  | constituents.   | 10007-2010    | aagunowes,   |
| 199 | PART ON DESCRIPTION (AND AND AND AND AND AND AND AND AND AND | . 02827   | 043,5580  | - docetosatas:  | 1800/36000    | eedatsaab)   |
| 194 | TREATMOND - GARRIANCIA<br>TREATMOND REGISSION                | L DYSNY   | сматава   | CONSTRUCTION    | INSMINSM      | SSEPTE SPECT |
| 195 | THESE CONTROL - CONVIOUSTIAL WEST-MOST REQUISITIES.          | factors.  | CHARRIE   | 0027310071 LA . | 10889-3855.1  | 2500055603   |
| 120 | (MODEL (MODELEO - COOMMODELEO)                               | . [7227   | OH2771C)  | - (5%C10C0113)  | 3.8884.3646.0 | есдагаткаў   |

 Equipment onat to be reactigned peopling redefinition of item descriptions Condition, Dec. Contributions.
 Page 3 1/28/1395

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# ACTECHMENT C CADAR GEODAL TECHNOLOGY ACOL THIRD DARTY USASSES

| dende   | N.SW                                    | Configuration      | 7776  | 057     | Serial v | heanst   |
|---------|---|--------------------|---|---------|----------|--|
| 2587/10 | ONITED -<br>DESTAD<br>NEST REQUESTANT   |                    | (PERC ONTELL) - CONTROL - | ų.      | r)r      | text contains                                    |
| i josar | ENDPPED COSO                            | IDENTIAL PREATMENT | 24()1259P46   |         | 00       | BELMENA ANGRESSED<br>SPATIENCIAL<br>FRANCIANOSED |
| 20021   | ONSTRAN -<br>DEDUTAL<br>NEUT PROGRAMMEN |                    | LESTAGAL SKOLOSARI<br>CORDIDENTAT<br>TEEL CONDUCTS -  | 01      | de       | REGRESS SECTIONS AND<br>REGISTED LIVE -          |
| Leenn   | s sostion                               | and Date           | Enythena<br>Dne Sate  | Monthly | Sent     |  |

| Coons s | assistien | 2nd Date               | Doe Same | Monthly Sern          |
|---------|-----------|------------------------|----------|-----------------------|
|         |           |                        |          |                       |
| 1       | 2T.235A   | [TOAT ONLINES -        | 1355     | (CCCT 001173D -       |
|         |           | (200.61.255.11.27)     |          | 1100900002342         |
|         |           | SKEWDSOND SECONDSTREAM |          | TARREST RECORDINE!    |
|         |           |                        |          |                       |
| 2       | 7055A     | PAROCC ON LEGGO        | Stee     | Entoni necimado -     |
|         |           | NAMEDSKIDA             |          | COD-DZD/SDAXXWT       |
|         |           | TENATHENT REQUESTED]   |          | PRESTROOM SAGINGETED; |
|         |           |                        |          |                       |
| 3       | 91748A    | [TEXT ONLYND -         | 31.95    | - 0541100 JN993       |
|         |           | 930313634132           |          | -1029103201NL         |
|         |           | CREATMENT SEQUESTING   |          | CHECKINGET PROPERTY   |

32308 to provide Combines with payer information on above leases including control information, payment the datum, portion reconstructed

Condieco, Inc. Confidential

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THIS ASSESSMENT AND TOSTICABLEAR PORTIONS CRITICAL WEIGH PORTIONS HAVE SEEN STAND SERVICIONS OBTOSTAND AND SEEN CONTROL OF THE OPERATOR AND MODIFICATION OF THE OPERATOR OPERATOR OF THE OPERATOR OPERATOR

Date 24, 3,996

T. Mancick Mehry Scient Vinescelat Sciller Tac SNARE Group N.G. Son Mandid - ND 4202 DDW Aleport, TX 78361-9416

For Overporate Years! Agreement between the \$2000 Group ("Cashness") and American Richinsa, Inc. "American")

Raio Compagno Eraval Agrammanu (this "Agrammanu") will noblim the indecaparation becames topicoms, we amenimum regarding transit or functional maphismes are despend business.

inclination between Courses we assisted regarding transfer of unintegrit on implement of compact backers.

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- DISCOUNT Gustamar will be enticled to a discount, or applicable, subject to the same and occationes set form. In the Applications border.
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POORT PRIETED (17371 780 1770) - CCC751867100 - 2730 1830 1 MAQUESTED) | ORBITATION | PROFESSION | PRO Prese outeran Theorem adoptions CONDASCO

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|---|--------|-----------|--|---------------------|--|-----------------------|
| 1 |        | 70038     | TYPES ONTELED - CONSEGNATIVE [AREA ONTELED - CONSEGNATIVE ]  |                     | FASSE UNICAGO<br>- GCONTORNATAT<br>\$1200 UNICAGO  |                       |
| ÷ |        | WEST      | GEGSTORN SPENSORS] - GEGSTORNING - GEGSTORNING   |                     | PRESE COSTING<br>- CONFIDENCIAL<br>ELECTRON PROJECTION   |                       |
| 3 |        | TOLSA     | AFFECT SEGULTED - GREE CHILDRY   |                     | PERSONAL PROPERTY OF STREET ST |                       |
| 4 |        | VOLOZ     | DESTRUM REGRESORS<br>CONTRIBUTES<br>[LENT ORTHORS  |                     | ESSERVED SWEENING CONTINUES SAND   |                       |
| * |        | MONA      | namemated badosorani<br>- constructoran<br>[acab ominate   |                     | STANDARDE PEDENDAD<br>- COMPLEMENTAL<br>STANDARDE PEDENDAD   |                       |
| ¢ |        | 700-32    | TRANSMENT REQUESTED)  TOWNSERVED A CONTRACTOR OF THE CONTRACTOR OF |                     | ASSOTATOR COORESTS OF<br>CONTINUES OF<br>\$1500, ONCORES   |                       |

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|                              | AMBRECAN AIRLINES, INC.                    |
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Kailing Ardress: The SASSE Group F.O. Box 619618, KD 9202 DNW 618port: VX 93061-9616 Modifing Address: American Aleinnes Inc. 900 PEN Sucleons Control Modifications, 2nd 35: 120 August 1996 Actic Maticola Account Navio

| Obscapt: | Sueven A. Rusako | Value: | Politici | Pol Nicosi A. Stewart Nacegor, Corporate Franci (807) 967-288 (827) 967-3655

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### APPROVED N

T. S. DOINT-OF-HALE: INTERNACIONAL VETROND AGREEMENT

1. CONTACT, POTECE AND MAILING INFORMATION

Parlany Address: The SeeR Droup F.O. See 619816, MD C002 DPW Airgort. CZ 98261-0826 Polling Address: Secrions Alvison, Inc. TWC DEW Business Conter MS 1802, North Sower, 2nd Fir DDS Advert, TW 1800 Auth: Wallonal Account Sales

dectant: Title: Pass Richal M. Scowark Samager, Campocats Travel (807) 969-3889 (807) 969-3889 Contact: Title: Show: Fax: Stevee A. Minnte Mairis-Mailonni Recount Manager (910) 425-7005 (910) 425-6090

2. ACCOUNT NUMBER AND CUSTOMER IDENTIFICATION NUMBER.

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| IPTERNACIONAL CITY PAIDS                  | FARES        | TEXT OWLITEE - CONFIDENTIAL<br>IRENTMENT REQUESTED] | TREATMENT REQUESTED!         |
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| U.C. System co/from Pacific               | Shall P/C/Y  |   |                              |
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| U.S. System to/Eron South/Contral America | Applicance   | TREATMENT REQUESTED)                                | TREATMENT REQUESTED:         |
| J.S. System Lo/Eron Mexico                | Full F//Y    |   |                              |
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| M.S. System to/from Africa/Middle Bast    | Pail 7/0/3   | TREATMENT REQUESTED!                                | TREATMENT REQUESTED!         |

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SA. APPLICABILITY OF TRIBUNATIONAL DISCUSSOR TO COURSEAUX SIZERIA:

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Page 317

#### APSENCEZ C

#### CABALIAN AIDLINGS RODENIUM

2. CONTACT, NOTICE AND NATIONS INFORMATION

Ewilling Address: The CRBRB Garbup 5.00 Now 619616, MD 4500 578 Autpore, TX 75061-9616

Meiling Address: American Airlines, Inc., 500 070 November 1800000 Medican Place 1812, North Opens, 2nd File 200 Nayport, NV 9222 Arre: Nacional Engaged North Sales

Bioles & Giovana Berogat Corporate Trovol (817) 965-2990 (817) 967-4466

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Sabre International, Inc. SUBSIDIARIES . Continued

Saora Servicios Colombia (SDA (Colombia) (99%)

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           Sabre Services Administration (Mexico)
TAGE. Inc. SUBSIDIARY
           7895 Molding, Inc. (Delaware)
Ticketzet Corporation SUBSIDIARY
           148548 Canada, Inc. (Canada)
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#### CONSENT OF ERNSY & YOUNG LLP

We consent to the incorporation by reference in the Registration Statements (Norw S-6 Mos. 323-13317, 323-14509, and 333-12381) pertaining to the Schre Group Roldings, Inc. 1995 Comp-Term Incentive Plan, 1995 Directors Stuck Incentive Plan, respectively, of our report deted January 18, 1995, except for Mote 14, as to which the duce is Morne 16, 1899, with respect to the corsolidated financial statements of the Schred Group Schlöder, Inc. Sycholed in the Annual Report (Form 30-K) for the year cycles Concepts 31, 1996.

SRNST ≥ YOUNG LLF

Dalias, Yexas March 18, 1999

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| <000M00/>   |       | 1,312         |
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| <100COME-TAR>   |       | 139,513       |
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| <corrent-assris></corrent-assris>                    | 877,602     |
| <02865   | 1,303,484   |
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| KOTITER - EE>  | 755.979     |
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| <1001AG-COSTS>                                       | 2,303.517   |
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#### 1 of 1 DOCUMENT

# Copyright 1998 PR Newswire Association, Inc. PR Newswire

January 26, 1998, Monday

**SECTION:** Financial News

**DISTRIBUTION:** TO BUSINESS, TECHNOLOGY AND TRAVEL EDITORS

LENGTH: 658 words

**HEADLINE: Netscape and The SABRE Group Launch** Innovative Travel Booking Service on **Netscape** Netcenter; Travelocity Featured as Exclusive Travel Partner for Netcenter's Marketplace.

DATELINE: MOUNTAIN VIEW, Calif. and FORT WORTH, Texas, Jan. 26

### **BODY:**

**Netscape** Communications Corporation (Nasdaq: NSCP) and The SABRE Group (NYSE: TSG) announced today the launch of Netcenter Travel by Travelocity, a co-branded service accessible through the **Netscape** Netcenter ( http://www.home.netscape.com ) free online service.

**Netscape** Netcenter, launched in September, has now reached the 2.6 million member milestone. Netcenter enables users to access and personalize online resources easily from one central location. Netcenter is organized into four major categories: Content, Community, Software and Commerce.

Netcenter Travel by Travelocity can be accessed from both the Commerce area of **Netscape** Netcenter as well as within Netcenter's new Marketplace. Netcenter Marketplace provides users with the opportunity to purchase items such as computers, office supplies, gifts, travel, books, music, software and discount products. The new Travelocity service provides the ability to make air, car and hotel reservations, buy vacation and cruise packages online, as well as research popular travel destination locations.

"As the exclusive travel service for Netcenter, Travelocity provides business and leisure travelers a variety of travel planning tools," said Terry Jones, chief information officer of The SABRE Group. "In addition, consumers now have access to the SABRE system, the same system which provides travel information to more than 33,000 travel agencies worldwide."

"This agreement combines The SABRE Group's leadership in electronic travel with **Netscape's** world-leading Internet site and growing online service," said Jennifer Bailey, vice president of **Netscape's** Web site. "Saving time is an important issue for our customers who want easy access to travel bookings. We are furthering our goal to make Netcenter the business hub for Internet users to access the online services they need."

Netscape and The SABRE Group Launch Innovative Travel Booking Service on Netscape Netcenter; Travelocity Featured as Exclusive Travel Partner for Netcenter's Marketplace. PR Newswire January 26, 1

Travelocity (http://www.travelocity.com), owned and operated by The SABRE Group, provides schedules for more than 700 airlines and reservations capability for more than 420 airlines, 37,000 hotels and more than 50 car rental companies, the most on the Web. Since its launch in March 1996, Travelocity has registered more than 1.6 million members and logs more than 25 million page views per month.

The SABRE Group is a world leader in the electronic distribution of travel and travel-related services around the globe, and is a leading provider of information technology solutions for the travel and transportation industry, including customized software development and software product sales, transaction processing, consulting and total information technology outsourcing.

**Netscape** Communications Corporation is a leading provider of open software for linking people and information over enterprise networks and the Internet. The company offers a full line of clients, servers, development tools, and commercial applications to create a complete platform for next generation, live online applications. Traded on Nasdaq under the symbol "NSCP," **Netscape** Communications Corporation is based in Mountain View, California.

Additional information on **Netscape** Communications Corporation is available on the Internet at http://home.netscape.com, by sending e-mail to info@netscape.com, or by calling 650-937-2555 (corporations) or 650-937-3777 (individuals).

"SABRE" is a registered service mark and "Travelocity" is a service mark of an affiliate of The SABRE Group Inc.

Visit SABRE's Web site at http://www.sabre.com

SOURCE The SABRE Group

/EDITORS' NOTE: Media representatives also can access current SABRE Group news releases via the Internet/

CONTACT: Judy Haveson, judy@vollmerpr.com or Dawn Caesar, dawn@vollmerpr.com, both of Vollmer Public Relations, 713-546-2230, for The SABRE Group; or Jody Kramer of **Netscape** Communications Corporation, 650-937-3989 or kramer@netscape.com

LOAD-DATE: January 27, 1998





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# FOR IMMEDIATE RELEASE

# YAHOO! AND THE SABRE GROUP TEAM UP TO BRING USERS TRAVEL BOOKING SERVICES

Largest Search and Navigational Guide Chooses Travelocity As Exclusive, Co-Branded Travel Booking Engine on Yahoo.com

SANTA CLARA, CALIF. & FORT WORTH, TX -- November 10, 1997 -- The Internet's leading navigational guide, Yahoo! ☐ (http://www.yahoo.com), and the leader in electronic travel transactions, The SABRE Group (NYSE: TSG), have joined forces to bring travel booking services to Yahoo! users, the largest audience of Internet users of any Web site or online service (Mediamark Research Inc., Fall 1997). The agreement names the Web's leading travel site, SABRE's Travelocity (www.travelocity.com) as the exclusive co-branded travel booking service for Yahoo! and Yahoo! Travel (travel.yahoo.com), Yahoo!'s comprehensive resource for planning and booking travel itineraries announced today in a separate release.

With an average of 25.4 million unique U.S. adult users per month (measured from March through August, 1997), Yahoo! has a larger audience of Internet users than any other Web site or online service according to the latest research results released by Mediamark Research Inc. (MRI). The new booking services available through Yahoo! and Travelocity make purchasing airline tickets and booking car rental and hotel reservations on the Internet accessible to the largest audience of users on the Web.

According to Terry Jones, CIO of The SABRE Group, the agreement capitalizes on the leadership position of both companies. "By combining Yahoo!'s unprecedented reach with The SABRE Group's position as the leader in online travel, we're poised to take advantage of the growing online travel services market which is predicted to reach nearly \$5 billion by the year 2000 (Jupiter Communications' Online Travel: Five Year Outlook report, April 1997)," said Jones.

David Kirby, editor of Interactive Travel Report, a publication which closely monitors trends in online travel, views Yahoo! as a key alliance for Travelocity. "Yahoo! is the most popular navigational engine on the Web and one of the most visited Web sites. This alliance places Travelocity in the enviable position of potentially attracting the eyes of more travelers than any other online location. And it follows through on Travelocity's longstanding efforts to provide travel content and take bookings everywhere it can in cyberspace," said Kirby.

"Yahoo! continues to expand the value-added services we offer our users by working with industry leaders such as Travelocity," said Ellen Siminoff, vice president of business development at Yahoo!. "Through Travelocity, Yahoo! Travel now offers access to the same system used by more than 30,000 travel agencies worldwide, providing users with the resources they need to quickly and conveniently find the best travel bargains and purchase them online."

Travelocity, owned and operated by The SABRE Group, provides schedules for more than 700 airlines and reservations capability for more than 400 airlines, 35,000 hotels and more than 50 car rental companies. This reservations capability in Travelocity is paired with access to a vast database of up-to-the-minute destination and interest information, chats and forums and travel merchandise vendors. Since its launch in March 1996, Travelocity has registered more than 1.6 million members and logs more than 18 million page views per month.

Yahoo! Inc. (NASDAQ: YHOO) is a global Internet media company that offers a network of branded Web programming that serves millions of users daily. As the first online navigational guide to the Web, (www.yahoo.com) is the single largest guide in terms of traffic, advertising, household and business user reach, and is one of the most recognizable 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.

The SABRE Group is a world leader in the electronic distribution of travel and travel-related services around the globe, and is a leading provider of information technology solutions for the travel and transportation industry, including customized software development and software product sales, transaction processing, consulting and total information technology outsourcing.

###

"SABRE" is a registered service mark and "Travelocity" is a service mark of an affiliate of The SABRE Group Inc. Media representatives also can access current SABRE Group news releases via the Internet. Visit our new Web site at http://www.sabre.com.

## **Press Contacts:**

П

Jennifer Hwang Yahoo! jenhwang@yahoo-inc.com (408) 731-3362 Judy Haveson & Denisha Raulston Vollmer PR (for The SABRE Group) judy@vollmerpr.com denisha@vollmerpr.com (713) 546-2230

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## FOR IMMEDIATE RELEASE

# THE SABRE GROUP RENEWS CONTRACT BETWEEN TRAVELOCITY.COM AND YAHOO!

FORT WORTH, Texas -- Jan. 24, 1999 -- The SABRE Group (NYSE: TSG) today announced that it has renewed the contract between Travelocity.com, an online travel expert, and Yahoo! (NASDAQ: YHOO), making Travelocity the premier provider of air, car and hotel booking capabilities on Yahoo! Travel (http://travel.yahoo.com). "The renewal of this agreement continues the powerful combination of two of the best-known players on the Web," said Terry Jones, chief information officer of The SABRE Group. "Yahoo! is one of the most recognized brands on the Internet, and with online travel revenue expected to reach almost \$21 billion by 2001, Travelocity is positioned to reach more people than any other travel site." According to the most recent data released by Media Metrix, the Yahoo! network of properties is ranked No. 1 in reach among work users (49.6%) and is second only to AOL Web sites in home reach (43.7%). By 2001, Forrester Research predicts that online travel revenue will increase almost seven times from 1998 revenues estimated at \$3.1 billion. In addition, online travel also will become the largest business-to-consumer product on the Internet by 2003, accounting for 12 percent of the overall travel market. "We're extremely pleased to renew our existing contract with Travelocity," said Ellen Siminoff, vice president of business development and strategic planning for Yahoo! Inc. "This relationship allows us to continue to provide our users with direct access to the same airline reservation system used by more than 40,000 travel agents worldwide, along with car and hotel booking capabilities."

Travelocity is owned and operated by The SABRE Group, a world leader in the electronic distribution of travel and travel-related services around the globe. Travelocity provides reservation capabilities for more travel providers than any other Internet site with more than 420 airlines, representing 95 percent of all airline seats sold, more than 40,000 hotels, and more than 50 car rental companies. This reservation capability is paired with access to a vast database of destination and interest information. To date, The SABRE Group has sold more than 2.5 million airline tickets online, and since its launch in March of 1996, Travelocity has registered more than 4 million members and logs more than 55 million page views per month. The SABRE Group is a leading provider of information technology solutions for the travel and transportation industries, including customized software development and software products, transaction processing, consulting and total information technology outsourcing.

###

Yahoo! and the Yahoo! logo are trademarks and/or registered trademarks of Yahoo! Inc. All other names are trademarks and/or registered trademarks of their respective owners

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| Electronic Acknowledgement Receipt   |   |  |
|--------------------------------------|---|--|
| EFS ID:                              | 13474818  |  |
| Application Number:                  | 12906979  |  |
| International Application Number:    |   |  |
| Confirmation Number:                 | 1141  |  |
| Title of Invention:                  | Methods of expanding commercial opportunities for internet websites through coordinated offsite marketing |  |
| First Named Inventor/Applicant Name: | D. Delano Ross  |  |
| Customer Number:                     | 26362   |  |
| Filer:                               | Louis J. Hoffman/Donald Hertz   |  |
| Filer Authorized By:                 | Louis J. Hoffman  |  |
| Attorney Docket Number:              | 23-CON3   |  |
| Receipt Date:                        | 10-AUG-2012   |  |
| Filing Date:                         | 18-OCT-2010   |  |
| Time Stamp:                          | 19:51:07  |  |
| Application Type:                    | Utility under 35 USC 111(a)   |  |

## **Payment information:**

## File Listing:

| Document<br>Number | Document Description | File Name                                | File Size(Bytes)/<br>Message Digest                   | Multi<br>Part /.zip | Pages<br>(if appl.) |
|--------------------|----------------------|--|---|---------------------|---------------------|
| 1                  | Transmittal Letter   | 12-08-10-DDR-CON3-<br>Supp_IDS_Cover.pdf | 34811<br>4c746fd08988f85af694d08574e0ace7faf2c<br>7c0 | no                  | 1                   |
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## **Warnings:**

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| 2                | Information Disclosure Statement (IDS) | 12-08-10-DDR-CON3-            | 100050                                       | no    | 1        |
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| 3                | Non Patent Literature                  | Sabre 10K-1996-4UP.pdf        | 3008882                                      | no    | 23       |
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#### New Applications Under 35 U.S.C. 111

If a new application is being filed and the application includes the necessary components for a filing date (see 37 CFR 1.53(b)-(d) and MPEP 506), a Filing Receipt (37 CFR 1.54) will be issued in due course and the date shown on this Acknowledgement Receipt will establish the filing date of the application.

#### National Stage of an International Application under 35 U.S.C. 371

If a timely submission to enter the national stage of an international application is compliant with the conditions of 35 U.S.C. 371 and other applicable requirements a Form PCT/DO/EO/903 indicating acceptance of the application as a national stage submission under 35 U.S.C. 371 will be issued in addition to the Filing Receipt, in due course.

### New International Application Filed with the USPTO as a Receiving Office

If a new international application is being filed and the international application includes the necessary components for an international filing date (see PCT Article 11 and MPEP 1810), a Notification of the International Application Number and of the International Filing Date (Form PCT/RO/105) will be issued in due course, subject to prescriptions concerning national security, and the date shown on this Acknowledgement Receipt will establish the international filing date of the application.

#### IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicants: Ross, D. Delano Jr. et al. Art Unit: 3625

Serial No. : 12/906,979 Examiner : Garg, Yogesh C.

Filing Date: 10/18/2010 Conf. No.: 1141

Title : Methods of expanding commercial opportunities for internet

websites through coordinated offsite marketing

Commissioner for Patents

Filed via EFS – August 10, 2012

P.O. Box 1450

Alexandria, VA 22313-1450

## SUPPLEMENTAL INFORMATION DISCLOSURE STATEMENT

Dear Sir:

Assignee discloses the materials listed on form PTO-1449 attached to this document. The materials were produced by defendants and received on August 2, 2012, in litigation Case No. 2:06CV42 (E.D. Tex.). The documents appear to contain some information on the Travelocity "co-branding" system previously referenced in other cited materials.

By citing these references, assignee does not concede that all qualify as prior art, nor that the listed dates are accurate.

Please feel free to telephone the undersigned if it would be helpful in advancing prosecution and concluding examination of this application efficiently.

Respectfully submitted,

DDR HOLDINGS, LLC

by its attorney

Dated: August 10, 2012 /Louis J. Hoffman/

Louis J. Hoffman Reg. No. 38,918

LOUIS J. HOFFMAN, P.C. 14301 North 87th Street, Suite 312 Scottsdale, Arizona 85260

(480) 948-3295

#### IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicants: Ross, D. Delano, Jr., et al. Art Unit: 3625

Serial No. : 12/906,979 Examiner : Garg, Yogesh C.

Filing Date: 10/18/2010 Conf. No.: 1141

Title : Methods of expanding commercial opportunities for Internet

websites through coordinated offsite marketing

Commissioner for Patents

Filed via EFS – July 30, 2012

P.O. Box 1450

Alexandria, VA 22313-1450

## **RESPONSE TO OFFICE ACTION**

## Dear Sir:

In response to the Office Action dated July 3, 2012, which contains no art rejections, assignee submits the below amendments (beginning on page 2) and remarks (beginning on page 9).

A terminal disclaimer is submitted concurrently to overcome the double-patenting rejection.

Fees for the terminal disclaimer and a supplemental information disclosure statement are submitted with those documents.

### Amendments

## IN THE CLAIMS

Please amend the claims as follows:

- 1-70. (Cancelled)
- 71. (Currently amended) A method of an outsource provider serving web pages offering commercial opportunities, the method comprising:

upon receiving over the Internet an electronic request generated by a visitor computer in response to selection of a link within a source web page that has been served to the visitor computer when visiting a first website, wherein the link correlates the source web page with at least one commerce object associated with a buying opportunity of a merchant,

- (a) automatically, with a server computer <u>associated with a second website</u>, retrieving data pre-stored in a storage device accessible to the server computer, and
- (b) automatically, with the server computer, serving to the visitor computer a composite web page of [[a]] the second website, which composite 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 web page,

wherein the owner of the first website, the owner of the server computer, and the merchant are each third parties with respect to each other.

72. (Previously presented) The method of claim 71 wherein the visually perceptible elements comprise 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.

- 73. (Previously presented) The method of claim 71 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 composite web page contains one or more selectable navigation links connecting a hierarchical set of additional web pages, each pertaining to a subset of the offerings in the catalog.
- 74. (Previously presented) The method of claim 73 further comprising accepting search parameters through the browser of the visitor computer and automatically with the server computer using said parameters to search for specific products within the catalog and serving the results for display using the browser of the visitor computer.
- 75. (Previously presented) The method of claim 71 wherein the commerce object associated with the link that has been activated comprises information defining a multitude of products of at least the merchant, and further comprising accepting search parameters through the browser of the visitor computer and automatically with the server computer using said parameters to search for specific products within the plurality of products and serving the results for display using the browser of the visitor computer.
- 76. (Previously presented) The method of claim 71 wherein the owner of the source web page is party to a contract providing for receipt of a commission as a result of a transaction involving the commerce object displayed on the source web page.
- 77. (Previously presented) The method of claim 76 further comprising computer-facilitating automatic payment to the owner of the source web page, once the transaction is completed.
- 78. (Previously presented) The method of claim 71, wherein the composite web page contains a further link associated with the information associated with the commerce object associated with the link that has been activated, which link, when activated by the web browser, places data representing the commerce object into a

virtual shopping cart, and further comprising, automatically with the server computer, accepting inputted billing information from the visitor computer, recording the billing information, and using the billing information to facilitate payment to the merchant for the commerce object associated with the activated link when the server computer detects activation by the web browser of a checkout link associated with the shopping cart.

- 79. (Previously presented) The method of claim 78 further comprising computer-facilitating automatic payment to the owner of the source web page, once the transaction is completed.
- 80. (Previously presented) The method of claim 71, wherein the composite web page appears to the computer user to be generated by a server associated with the source page.
- 81. (Currently amended) A computer system apparatus for an outsource provider serving web pages offering commercial opportunities, the apparatus comprising:
  - (a) an electronic storage device containing data defining a plurality of visually perceptible elements visually corresponding to a source web page,
    - (i) wherein the source web page contains at least one active link that is served to the visitor computer when visiting the first website, which link correlates the source web page with at least one commerce object associated with a buying opportunity of a merchant, and
    - (ii) wherein the owner of the first website, the outsource provider, and the merchant are each third parties with respect to each other; and
  - (b) a computer server device controlled by the outsource provider <u>and</u> <u>associated with a second website</u>, which computer server is coupled to the electronic storage device and programmed to, upon receiving over the Internet an electronic request generated by a visitor computer in response to selection of the link, automatically:

- (i) retrieve from the storage device the stored data defining the plurality of visually perceptible elements visually corresponding to the source web page, and
- (ii) serve to the visitor computer a composite web page of [[a]] <u>the</u> second website, which web page that includes:
  - (A) information associated with the commerce object associated with the link that has been activated, and
  - (B) the plurality of visually perceptible elements derived from the retrieved data.
- 82. (Previously presented) The apparatus of claim 81 wherein the visually perceptible elements comprise 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.
- 83. (Previously presented) The apparatus of claim 81 wherein the commerce object associated with the link comprises information defining an electronic catalog having a multitude of merchant offerings, and wherein the composite web page contains one or more selectable navigation links connecting a hierarchical set of additional web pages, each pertaining to a subset of the offerings in the catalog.
- 84. (Previously presented) The apparatus of claim 83 wherein the computer server is further programmed to: (i) upon receiving over the Internet an electronic request generated by a visitor computer in response to selection of the link, accept search parameters through the browser of the visitor computer and automatically use the search parameters to search for specific products within the catalog, and (ii) serve the results for display using the browser of the visitor computer.
- 85. (Previously presented) The apparatus of claim 81 further comprising a computerized accounting module programmed to cause the computer system to automatically record payment to the owner of the first website, once the transaction is completed, wherein the owner is party to a contract with the outsource provider

Serial No. 12/906,979

providing for receipt of a commission as a result of a transaction involving the commerce object displayed on the source web page.

- 86. (Previously presented) The apparatus of claim 85 wherein:
- (i) the composite web page contains a further link associated with the information associated with the commerce object associated with the link that has been activated, which link, when activated by the web browser, places data representing the commerce object into a virtual shopping cart,
- (ii) the computer server is further programmed to automatically accept inputted billing information from the visitor computer, and record the billing information, and
- (iii) the computerized accounting module is further programmed to cause the computer system to automatically use the billing information to record payment to the merchant for the commerce object associated with the activated link when the computer server detects activation by the web browser of a checkout link associated with the shopping cart.
- 87. (Previously presented) A method of an outsource provider serving web pages offering commercial opportunities, the method comprising:

upon receiving over the Internet an electronic request generated by a visitor computer in response to selection of a link within a source web page that has been served to the visitor computer when visiting a first website, wherein the link correlates the source web page with at least one commerce object associated with a buying opportunity of a merchant,

automatically, with a server computer associated with a second website, serving to the visitor computer a dynamically generated composite web page containing instructions directing the visitor computer to display:

- (i) information associated with the commerce object associated with the link that has been activated, and
- (ii) a plurality of visually perceptible elements visually corresponding to the source web page,

Serial No. 12/906,979

wherein the instructions direct the visitor computer to download data defining the visually perceptible elements from a storage device that is accessible to the visitor computer through the Internet, and

wherein the owner of the first website, the owner of the server computer, and the merchant are each third parties with respect to each other.

- 88. (Previously presented) The method of claim 87 wherein the storage device is coupled to the server computer associated with the second website.
- 89. (Previously presented) The method of claim 87 wherein the visually perceptible elements comprise 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.
- 90. (Previously presented) The method of claim 87 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 composite web page contains one or more selectable navigation links connecting a hierarchical set of additional web pages, each pertaining to a subset of the offerings in the catalog.
- 91. (Previously presented) The method of claim 90 further comprising accepting search parameters through the browser of the visitor computer and automatically with the server computer using said parameters to search for specific products within the catalog and serving the results for display using the browser of the visitor computer.
- 92. (Previously presented) The method of claim 87 wherein the commerce object associated with the link that has been activated comprises information defining a multitude of products of at least the merchant, and further comprising accepting search parameters through the browser of the visitor computer and automatically with the server computer using said parameters to search for specific products within the

| plurality of products and serving the results for display using the browser of the visitor computer. |
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### **Remarks**

In response to the Section 112 rejections of claims 71-86, assignee moots the rejection by submitting amendments to independent claims similar to those suggested by the Examiner in the Office Action at page 3. Assignee notes that no Section 112 rejections have been applied to claims 87-91.

In response to the double-patenting rejection, assignee moots the rejection by filing a terminal disclaimer through the PTO's electronic system.

A supplemental information disclosure is submitted concurrently to cite recent information from the previously referenced litigation. Assignee has provided comments in the cover sheet to the forms PTO-1449 to assist the examiner in considering the new material in the context of certain defense arguments.

Having overcome all rejections, assignee respectfully requests prompt issuance of a notice of allowance.

If the Office has any questions, please feel free to contact assignee's undersigned attorney of record.

Respectfully submitted,

DDR HOLDINGS, LLC

by its attorney

Dated: July 30, 2012

\_\_/Louis J. Hoffman/ Louis J. Hoffman Reg. No. 38,918

LOUIS J. HOFFMAN, P.C. 14301 North 87<sup>th</sup> Street Suite 312 Scottsdale, Arizona 85260 (480) 948-3295

#### IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicants: Ross, D. Delano Jr. et al. Art Unit: 3625

Serial No. : 12/906,979 Examiner : Garg, Yogesh C.

Filing Date : 10/18/2010 Conf. No. : 1141

Title : Methods of expanding commercial opportunities for internet

websites through coordinated offsite marketing

Commissioner for Patents

Filed via EFS – July 30, 2012

P.O. Box 1450

Alexandria, VA 22313-1450

## SUPPLEMENTAL INFORMATION DISCLOSURE STATEMENT

Dear Sir:

Assignee discloses the materials listed on form PTO-1449 attached to this document.

By citing these references, assignee does not concede that all qualify as prior art, nor that the listed dates are accurate. The fee set forth in 37 C.F.R. § 1.17(p) accompanies this submission.

In general, the materials were produced by (or created by) defendants in litigation Case No. 2:06CV42 (E.D. Tex.) since assignee's last Supplemental Information Disclosure Statement.

In the return copies of forms PTO-1449, the examiner lined out references to a set of invalidity contentions dated in 2011, even though assignee submitted copies of those documents to the Office, because the form PTO-1449 did not mention a date for them. Since then, defendants have served somewhat updated contentions (earlier in 2012) and an expert report explaining same. Thus, assignee cites the updated, newer versions in this Supplemental Information Statement in place of the 2011 ones lined through (see attached form PTO-1449 at items 1-4 and 55-56).

As revealed in those materials, defendants' contentions, which relate to possible invalidity of the parent patents, have most recently focused on six primary references and four secondary references. In some instances, the "references" refer to collections of documents related to alleged prior uses, not individual documents.

With respect to the six *primary* references relied on by defendants, based on the initials indicating which references the examiner has considered, the Office has *already* considered all available public materials regarding all of those, including all patents or patent applications within the six. Certain additional material concerning two of those six, namely the Digital River and TravelNow systems, is included in the attached. A variety of documents regarding both of those systems were previously submitted and apparently considered before.

With respect to the four <u>secondary</u> references, three of those are new and are included in the references attached, and the fourth is a U.S. patent that was previously considered.

In addition, the items attached include a variety of miscellaneous references that defendants have cited and apparently relied upon but were not included in their top ten references, as well as some materials from assignee's predecessor-in-interest that have been cited by defendants.

Defendants' contentions (in the updated sets of invalidity contentions) that the parent patents are invalid for <u>non</u>-prior-art reasons have included various arguments under 35 U.S.C. §§101, 112(1) and (2), and double-patenting. Materials on these contentions have also been submitted to the Office before. In particular, defendants updated materials focus their non-art invalidity arguments on the following contentions: (1) that the "capturing" element of the '135 Patent is invalid under 35 U.S.C. §112(1) because of lack of enablement or written description, (2) that the '399 Patent is invalid for obviousness-type double-patenting, and (3) that the term "link" is not enabled because the specification discloses only "HTML" links but the Court construed the term "link" such that HTML was optional.

Item 57 attached was submitted in a previous Information Disclosure Statement in this application, as well as in all parent applications, but the examiner lined out the reference because of the lack of a date in the form PTO-1449. Assignee supplies the date and another copy.

With respect to the few documents marked with calendar years only, *i.e.*, items 50, 57, 61, and 65 attached, assignee notes that the years of publication (1995-96 and 1996) are sufficiently earlier than the effective U.S. filing date (which is either 9/17/1998 for claims supported by the provisional parent or 9/17/1999 for other claims) so that the particular month of publication is not in issue.

Regarding priority, defendants have also observed that the provisional parent application does not support all claims (a point to which assignee has agreed), that the inventors named on the provisional include only three of the five inventors listed on the regular patent applications, and that certain flow charts attached to the provisional were authored by one of the two persons listed as an inventor on the regular applications but not listed on the provisional application.

Assignee does not view the above-indexed arguments, or the new references attached, as altering the results of examination of this application.

If the Office or the examiner has any questions concerning the materials attached, or any arguments made by defendants in litigation, assignee would be open to supplying responses. Please feel free to telephone the undersigned if it would be helpful in advancing prosecution and concluding examination of this application efficiently.

Respectfully submitted, DDR HOLDINGS, LLC by its attorney

Dated: July 30, 2012

/Louis J. Hoffman/ Louis J. Hoffman Reg. No. 38,918

LOUIS J. HOFFMAN, P.C. 14301 North 87 Street, Suite 312 Scottsdale, Arizona 85260 (480) 948-3295 Form PTO-1449 (Modified) List of Patents and Publications For

**Information Disclosure Statement** 

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Serial No.: 12/906,979

Applicants: Ross Jr., D. Delano et al.

Filed: 10/18/2010

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|                             |             | OTHER ART   |
|-----------------------------|-------------|---|
| Examiner<br><u>Initials</u> | <u>Item</u> | Author Title Date Pertinent Pages Etc.  |
|                             | 1           | Defendants' Amended Invalidity Contentions Pursuant to Local Rule 3-6; Civil Action No. 2-06CV-42 (DF); February 6, 2012.   |
|                             | 2           | Claim Charts from Defendants' Amended Invalidity Contentions; Civil Action No. 2-06CV-42 (DF), comparing claims of Ross et al. U.S. Patent 6,629,135 to various references; February 6, 2012. |
|                             | 3           | Claim Charts from Defendants' Amended Invalidity Contentions; Civil Action No. 2-06CV-42 (DF), comparing claims of Ross et al. U.S. Patent 6,993,572 to various references; February 6, 2012. |
|                             | 4           | Claim Charts from Defendants' Amended Invalidity Contentions; Civil Action No. 2-06CV-42 (DF), comparing claims of Ross et al. U.S. Patent 7,818,399 to various references; February 6, 2012. |
|                             | 5           | Edwards, et al.; "Making Money In Cyberspace"; September 1998.  |
|                             | 6           | Archived web pages at www.wilsonweb.com; February 7, 1998.  |
|                             | 7           | Archived web page at www.wilsonweb.com; June 26, 1998.  |
|                             | . 8         | Wilson, Ralph; "Review of ShopSite Manager 3.1"; Web Commerce Today; Issue 2; September 15, 1997.   |
|                             | 9           | Screen images from www.wilsonweb.com, showing "Review of ShopSite Manager 3.1"; from Web Commerce Today; Issue 2; September 15, 1997.   |
|                             | 10          | Wilson, Ralph; "How ViaWeb and ShopSite Pro Incorporate Affiliate Program Software; Web Commerce Today; Issue 8, March 15, 1998 (as posted on www.wilsonweb.com)                              |
|                             | 11          | Archived web page at astrology.net; October 29, 1996.   |
|                             | 12          | Archived web pages at www.viamall.com; March 29, 1997.  |
|                             | 13          | Archived web page at www.austads.com; May 20, 1998.   |
|                             | 14          | "The CDnow Story", pages 172-176, referring to history in November 1994, March 1997, and "early in 1998."   |
|                             | 15          | Screen image from Barry's Temple of Godzilla: www.godzillatemple.com, showing CDnow.com; September 24, 1998.  |
|                             | 16          | Screen image from rollingstone.com, showing links to CDnow, September 24, 1998.   |
|                             | 17          | Halper, Mark; Archived web page at www.businessweek.com, dated June 15, 1997, showing "Cyberstorefronts for Rookies"; October 12, 2008.   |
|                             | _ 18        | Archived web page at www.fredericks.com; July 21, 1997.   |
|                             | 19          | Pages from Publishers Weekly, U.S. Copyright Office, and Phoenix Public Library, showing publication of Edwards' "Making Money in Cyberspace"; August 10, 1998.                               |

| Examiner:  | Date Considered: |
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Applicants: Ross Jr., D. Delano et al.

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|                      |             | OTHER ART   |
|----------------------|-------------|---|
| Examiner<br>Initials | <u>Item</u> | Author Title Date Pertinent Pages Etc.  |
|                      | 20          | Archived web page at www.fredericks.com; April 18, 1997.  |
|                      | 21          | Archived web page at www.thespaceshop.com; December 12, 1998.   |
|                      | 22          | Archived web page at www.kennedyspacecenter.com; January 30, 1998   |
|                      | 23          | Archived web page at nasa.viamall.com; December 22, 1997.   |
|                      |             | Trademark Electronic Search System (TESS) record of MARKETPLACEMCI; Reg   |
|                      | 24          | No. 1,940,267, filed August 19, 1994.   |
|                      | 25          | Messmer, E.; "MCI opens electronic mall on 'Net"; Network World; April 3, 1995  |
|                      | 26          | "Nordstrom E-Mail Shopping Expanded To Marketplacemci"; The Seattle Times October 5, 1995.  |
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|                      | 29          | "News Corp./MCI Online Ventures adds greater shopping variety to marketplaceMCI with six new stores"; Business Wire; November 2, 1995.                        |
|                      | 30          | "News Corp./MCI Online Ventures Announces Grand Opening of Online Shopping Mall"; Business Wire; September 7, 1995.   |
|                      | 31          | "MCI unveils internetMCI; new MCI-branded software, nationwide access, content and shopping services"; Business Wire; March 27, 1995.                         |
|                      | 32          | "Viaweb's First Business Plan"; from webpage http://www.paulgraham.com/vwplan.html; referring to document dated August 24, 1995.                              |
|                      | 33          | Archived web page at www.rollingstone.com; December 10, 1997.   |
|                      | 34          | Wilson, Ralph F.; "Shopping Carts for Small Sites"; Web Commerce Today; Issue 6; January 15, 1998.  |
|                      | 35          | Archived web page at shopsite.com; December 28, 1996.   |
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|                      | 37          | United States Copyright Office, Certificate of Registration of Edwards' "Making Money in Cyberspace", submitted September 8, 1998, registered October 13,1998 |
|                      | 38          | Wikipedia page for RTML, http://en.wikipedia.org/wiki/RTML, April 4, 2011.  |
|                      | 39          | "Digital River: Plumbing the Web"; The Digital River Review; February 1998.   |
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|                             | 41          | Web pages from www.sdcorp.com with related source code; May 14, 1998  |
|                             | 42          | Breimhurst, Henry; "Digital River plans an IPO this year"; CityBusiness; April 24, 1998.  |
|                             | 43          | Archived web pages at www.viaweb.com; "Press Quotes"; June 6, 1997.   |
|                             | 44          | Archived web pages at www.austads.com with related source code; May 20, 1998.   |
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|                             | 46          | Archived web pages at www.fredericks.com, with related source code; February 4, 1997.   |
|                             | 47          | Altaner, David; "Interest in Internet Retailing Sites Slows to a Trickle"; http://articles.sun-sentinel.com; September 25, 1997.                          |
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|                             | 51          | "Offline Web browsing: It's like surfing in Ohio"; INFOWORLD.com; Vol. 18, Issue 32; August 5, 1996.  |
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|                             | 53          | Archived webpage at www.ffg.com regarding WebWhacker 3.0; April 1, 1997.  |
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|                             | 55          | Expert Report of Peter Kent Regarding Invalidity of the '135, '572, and '399 Patents; Civil Action No. 2-06CV-42 (DF); May 18, 2012.                      |
|                             | 56          | Select exhibits from Expert Report of Peter Kent Regarding Invalidity of the '135, '572, and '399 Patents; Civil Action No. 2-06CV-42 (DF); May 18, 2012. |
|                             | 57          | Selected pages from Incognito Café Web site describing Book Stacks Unlimited links partner program, 1996.   |
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Filed:

12/906,979

Applicants: Ross Jr., D. Delano et al.

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| Examiner: I | Date Considered: |
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List of Patents and Publications For

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Applicants: Ross Jr., D. Delano et al.

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| Examiner<br><u>Initials</u> | <u>Item</u> | Author Title Date Pertinent Pages Etc.   |
|                             | 61          | Online Decision Strategies presentation to Syntellect Interactive Communications; 1996.  |
|                             | 62          | Screenshots from a video clip dated March 31, 2012, of a Digital River employee showing certain archived webpages from www.ffg.com (December 31, 1996) and www.miramarsys.com (November 11, 1996) and reconstructions of pages served by Digital River for ForeFront and Miramar Systems, Inc. |
|                             | _ 63        | Screenshots from a video clip dated March 15, 2012, of a Digital River employee showing certain archived webpages from www.digfrontiers.com (November 2, 1996) and reconstructions of pages served by Digital River for Digital Frontiers.   |
|                             | 64          | "Firm does placement"; St. Paul Pioneer Press; Tuesday, April 28, 1998.  |
|                             | 65          | Output files of Web Whacker software used in the DR Secure Sales System; allegedly used with respect to certain 1996 websites; cited in Defendants' Amended Invalidity Contentions Pursuant to Local Rule 3-6; Civil Action No. 2-06CV-42 (DF); February 6, 2012.                              |
|                             | 66          | Archived webpage at http://ego.net/, December 22, 1997.  |
|                             | 67          | Archived webpage at www2.travelnow.com, September 30, 1999.  |
|                             | 68          | Archived webpage at www.newyorknews.com, February 4, 1998.   |
|                             | 69          | Archived webpage at www.newyorknews.com, July 12, 1998.  |
|                             | 70          | Archived webpage at www.newyorknews.com, February 19, 1999.  |
|                             | 71          | Archived webpage at www2.travelnow.com, September 11, 1999.  |
|                             | 72          | Archived webpage at www.travlang.com, February 27, 1997.   |
|                             | 73          | Archived webpage at www.travelnow.com, May 12, 2000.   |
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|                             | 76          | Archived webpage at www2.travelnow.com, November 13, 1999.   |

| Examiner: Date | e Considered: |
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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.,

Civil Action No. 2-06CV-42 (DF)

Defendants and Counterclaimants.

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#### I. INTRODUCTION

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") respectfully submit these Amended Invalidity Contentions pursuant to Patent Rule(s) 3-3 and 3-6 and the Court's Scheduling Order [DI 315]. This statement, including the accompanying claim charts, sets forth Defendants' Amended invalidity contentions with respect to the asserted claims of U.S. Patent Nos. 6,629,135 ("the '135 Patent"), 6,993,572 ("the '572 Patent"), and 7,818,399 ("the '399 Patent") (collectively "the patents in suit"). Defendants assert these contentions 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. By including in this disclosure prior art that would anticipate or render obvious the patents in suit based on the scope or construction apparently applied by DDR to the claims, Defendants' contentions herein are not, and should in no way be seen as, adoptions or admissions as to the accuracy of that scope or construction, nor an assertion of a particular construction by Defendants.

Defendants' discovery and investigation in connection with this lawsuit are continuing, and thus, these disclosures are based on information obtained to date. Defendants expect that further discovery will reveal additional prior art, including related disclosures and corresponding evidence for many of the prior art references identified below. For example, for any given company's commercial products, Defendants expect that additional documentation relating to these products will be discovered, and Defendants reserve the right to rely on such

documentation to further support these invalidity contentions. In particular, for example,

Defendants may serve subpoenas on, and/or take depositions of, DDR and third parties, and

expect to update these contentions to reflect information and materials received pursuant to such subpoenas and/or depositions, and other information.

These disclosures are also based on the purported identification of asserted claims made by DDR in its Amended infringement contentions. To the extent DDR seeks to modify and/or amend its infringement contentions to assert any additional claims (or for any other reason), and is permitted to do so by the Court, Defendants reserve the right to amend and/or supplement these disclosures.

These contentions reflect the potential scope of the claims that DDR appears to be advocating, as suggested by the Amended infringement contentions that DDR has served on January 23, 2012. Defendants' contentions herein should not be seen as a suggestion that DDR's reading or interpretation of the patent claims is correct.

Subject to the foregoing, references cited in Exhibits 1A-46B disclose the elements of the asserted claims either explicitly and/or inherently, alone and/or in combination, and/or may be relied upon to show the state of the art in the relevant timeframes. The relevant timeframes vary because numerous limitations in the asserted claims are not supported by the disclosure of U.S. Provisional Application Serial No. 60/100,697 ("the Provisional Application"), which DDR appears to be relying upon, and therefore are not entitled to an effective filing date of that provisional application.<sup>1</sup> Defendants reserve the right to amend these contentions upon the Court's determination of the priority date of the asserted claims. In addition, the suggested

<sup>1</sup> 

<sup>&</sup>lt;sup>1</sup> Based on Plaintiff's 3-1 and 3-2 disclosures, DDR alleges that all asserted claims are entitled to a priority date of Sept 17, 1998 except as follows: '572 claim 21, '399 claim 3. According to Plaintiff these two claims are only entitled to Sept 17, 1999 as the priority date. DEFENDANTS' AMENDED INVALIDITY CONTENTIONS PURSUANT TO LOCAL PATENT RULE 3-6-2

obviousness combinations are in addition to Defendants' anticipation contentions and are not to

be construed to suggest that any reference included in the combinations is not anticipatory on its

own.

Further, Defendants have endeavored to identify exemplary portions of the references

based on presently available information and DDR's current allegations. The references,

however, may contain additional support for particular claim limitations. Defendants expressly

reserve the right to rely on uncited portions of the prior art references, other documents, and

expert testimony to provide context or to aid in understanding the cited portions of the

references. Where Defendants cite to a particular figure in a reference, the citation should be

understood to encompass the caption and description of the figure and any text relating to or

discussing the figure. Conversely, where Defendants cite to particular text referring to a figure,

the citation should be understood to include the figure as well.

The identity of each item of prior art relied upon in this submission is stated herein and in

the attached claim charts, including prior art systems, publications, websites, and patents. The

publications describing the prior art systems have been produced to DDR as part of the normal

document production process to the extent that they have been located, and to the extent that

such systems are in Defendants' possession, they have been produced and/or will be made

available for inspection.

DEFENDANTS' AMENDED INVALIDITY CONTENTIONS

PURSUANT TO LOCAL PATENT RULE 3-6-3

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## II. U.S. PATENT 6,629,135

#### A. Identification of Prior Art

Pursuant to Patent Rule 3-3(a), Defendants identify the following prior art ("the '135 Patent's Invalidating Art") now known to them to anticipate claim 8 of the '135 Patent, either expressly or inherently as understood by a person having ordinary skill in the art, at least under the claim constructions apparently adopted by DDR in its infringement contentions. In some instances, Defendants treated certain prior art as anticipatory where certain elements are inherently present based on DDR's apparent claim construction in its infringement contentions.

The following patents and publications are prior art under at least 35 U.S.C. §§ 102(a), (b), (e), (f), and/or (g), and the charts found in Exhibits 1A-10A, 12A-13A, 17A-28A, 30A-32A and 43A-44A specify the invalidity basis for such patents and publications.

|     | PRIOR ART PATENTS                                       | Filing<br>Date   | Issue<br>Date                     | Exh. |
|-----|---|--|-----------------------------------|------|
| 1.  | U.S. Patent 6,330,575 (Moore)<br>[DFNDT0000180-0000206] | Mar. 31, 1998  | Dec. 11, 2001                     | 1A   |
| 2.  | U.S. Patent 6,490,567 (Gregory) [DFNDT0000144-0000162]  | Jan. 15, 1997  | Dec. 3, 2002                      | 2A   |
| 3.  | {RESERVED]  |  |                                   |      |
| 4.  | U.S. Patent 6,209,007 (Kelley) [DFNDT0000163-0000179]   | Nov. 26, 1997  | Mar. 27,2001                      | 4A   |
| 5.  | WO 1999/ 046709 A1 (Voorhees)<br>[DFNDT0000239-0000293] | Mar. 11, 1998  | Sept. 16, 1999 (publication date) | 5A   |
| 6.  | U.S. Patent 5,870,717 (Wiecha) [DFNDT0000217-0000238]   | Nov. 13, 1995  | Feb. 9, 1999                      | 6A   |
| 7.  | U.S. Patent 6,141,666 (Tobin)<br>[DFNDT0000001-0000053] | Jan 21, 1997 (claiming priority to provisional filed Jan 22, 1996) | Oct. 31, 2000                     | 17A  |
| 8.  | U.S. Patent 6,128,655 (Fields) [DFNDT0000054-0000076]   | July 10, 1998  | Oct. 3, 2000                      | 18A  |
| 9.  | U.S. Patent 5,991,740 (Messer) [DFNDT0000114-0000131]   | June 10, 1997  | Nov. 23, 1999                     | 19A  |
| 10. | U.S. Patent 6,016,504 (Arnold) [DFNDT0000076-0000113]   | Aug. 28, 1996  | Jan. 18, 2000                     | 23A  |

|     | PRIOR ART PATENTS   | Filing<br>Date  | Issue<br>Date                      | Exh. |
|-----|---|---|------------------------------------|------|
| 11. | U.S. Patent Application No. 09/995,278 [Pub. No. US2002/0065772 A1] (Saliba) [DFNDT0000294-0000313] | Nov. 26, 2001<br>(continuation of<br>application filed June<br>8, 1998) | May 30, 2002<br>(publication date) | 31A  |

|    | PRIOR ART PUBLICATIONS <sup>2,3</sup>   | Exh. |
|----|---|------|
| 1  | {RESERVED]  |      |
| 2. | Travelocity Previous Co-Branding including Yahoo!, Japan Airlines, Netscape, US | 8A   |
|    | Airways, and Online Italia [DFNDT0000314-0000431] (Travelocity Co-Branding)     |      |
| 3. | Digital River Secure Sales System <sup>4</sup> (Digital River SSS)              | 9A   |
| 4. | TravelNow.com [DFNDT0000432-0000487, HOT000358 (CD)] ( <i>TravelNow</i> )       | 10A  |
| 5. | ITN/Get There [DFNDT0000559-0000595 ] (ITN)                                     | 12A  |
| 6. | Preview Travel [DFNDT0000596-000855] (Preview)                                  | 13A  |
| 7  | [RESERVED]  |      |
| 8. | Data Broadcasting Corp Brand Labeled Quote Service [DFNDT0001536-0001633,       | 21A  |
|    | DFNDT0002074-2079] ( <i>DBC</i> )   |      |

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<sup>&</sup>lt;sup>2</sup> The parentheticals in this chart identify a shortened name for the publication. For example, "Digital River SSS" means that the reference Digital River Secure Sales System may be referred to herein by the shortened name *Digital River SSS*.

<sup>&</sup>lt;sup>3</sup> The parentheticals in italics identify that the reference relates to a prior art system or software product identified further below. For example, "*Travelocity Co-Branding*" means that a system or software product identified by the shortened name Travelocity Co-Branding is identified below in the Prior Art Systems list.

<sup>&</sup>lt;sup>4</sup> The DR SSS can be found at the following production numbers: DR000001-115, DR001002-1003, DR001141-1143, DR001247, DR002313, DR004319-90, DR011752-11753, DR011948, DR012171, DR012399, DR012486-12487, DR012586, DR013400-13401, DR013404-13410, DR013718-13720, DR013998-14003, DR014005-14007, DR014211, DR014452-14453, DR014553-14555, DR014746-14747, DR014794, DR015415, DR015956, DR016261-16268, DR016300-16305, DR016499-16552, DR016751, DR016754-16755, DR017056, DR017278, DR018176, DR018642-43, DR018660, DR019032, DR019161, DR019348, DR019354-19357, DR020394, DR020395-20398, DR020584, DR020638, DR020696, DR020730, DR020807, DR020915-20916, DR020931-33, DR021425, DR021508, DR021688, DR021824, DR021884, DR021996, DR022112-22116, DR022212, DR022232, DR022291, DR022295-22296, DR022379, DR022396, DR022595, DR022645, DR022671-22672, DR022714, DR022732-22733, DR023055-23059, DR023093, DR023095, DR023202, DR023236, DR023264, DR023328, DR023359, DR023404, DR023442, DR023746, DR023884, DR023887-23888, DR024342, DR024360, DR024369, DR024389, DR024415, DR024512, DR024532, DR024601, DR024649, DR024675, DR024693, DR024736, DR024844, DR024880, DR025125, DR025142, DR025445-25446, DR025637, DR025786, DR025814, DR025816, DR025821-25823, DR025922, DR025990, DR026068, DR026163, DR026303, DR026323, DR026516, DR026692-26766, DR026771-DR033425, DR034606-07, DR034615-16, DR036047-104, DR036800-DR036802, DR037478-DR037479, DR059440-DR059447, DR074511-074937, DR004245-66, DR006649-86.

|     | PRIOR ART PUBLICATIONS <sup>2,3</sup>                                  | Exh. |
|-----|--|------|
| 9.  | Quote.com [DFNDT0001634-0001689] (Quote)                               | 22A  |
| 10. | SexToy.com [DFNDT000945-0001081] (SexToyexToy)                         | 24A  |
| 11. | One & Only [DFNDT0001690-0001722]                                      | 25A  |
|     | (OAO)  |      |
| 12. | IBM Prior Art [DFNDT0001795-0001927] (IBM)                             | 27A  |
| 13. | Lycos.com [DFNDT0001928-0002009] (Lycos)                               | 28A  |
| 14. | IBM Net.Commerce for OS390 [DFNDT0001082-0001301] (Net.Commerce)       | 30A  |
| 15. | CompuServe Information System [DFNDT0001302-0001535, DFNDT_CD_0001,    | 32A  |
|     | DR074511-56] ( <i>CIS</i> )  |      |
| 16. | ShopSite Prior Art   | 43A  |
|     | [DFNDT0004658-0004683, 5052-5059, 5069-5080, 5096-50105, 5111-5123,    |      |
|     | 5141-5167, 5206-5267]  |      |
| 17. | ViaWeb Prior Art   | 44A  |
|     | [DFNDT0004356-0004657, 5052-59, 5069-5080, 5096-5105, 5111-5123, 5141- |      |
|     | 5167, 5206-5267]   |      |

The following systems or software products are prior art under at least 35 U.S.C. §§ 102(a), (b), (f) and/or (g). Although Defendants' investigation continues, information available to date indicates that each system or software product was (1) known or used in this country before the alleged invention of the claimed subject matter of the asserted claims, (2) was in public use and/or on sale in this country and/or was the subject of a printed publication more than one year before the filing date of the patent, and/or (3) was invented by another who did not abandon, suppress, or conceal, before the alleged invention of the claimed subject matter of the asserted claims.

|    | PRIOR ART SYSTEMS       |
|----|-------------------------|
| 1. | Travelocity Co-Branding |
| 2. | Digital River SSS       |
| 3. | TravelNow               |
| 4. | ITN                     |
| 5. | Preview                 |
| 6. | [RESERVED]              |

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<sup>&</sup>lt;sup>5</sup> Digital River asserts a defense under 35 U.S.C. § 273 in view of the Digital River Secure Sales System. *See* Exs. 9A-9C. Travelocity also asserts a defense under 35 U.S.C. § 273 in view of Travelocity's systems. *See* Exs. 8A-8C. Expedia also asserts a defense under 35 U.S.C. § 273 in view of Hotels.com's previous system. *See* Exs. 10A-10C.

|     | PRIOR ART SYSTEMS |
|-----|-------------------|
| 7.  | DBC               |
| 8.  | Quote             |
| 9.  | SexToy            |
| 10. | OAO               |
| 11. | IBM               |
| 12. | Lycos             |
| 13. | [RESERVED]        |
| 14. | Net.Commerce      |
| 15. | CIS               |

#### B. Obviousness

Defendants further contend under P.R. 3-2(b) that claim 8 of the '135 Patent, is invalid as obvious under 35 U.S.C. § 103. Defendants incorporate, as if fully set forth herein, Section IV.D.2.b, *infra*, related to obviousness.

#### 1. Claim Overview: Claim 8

In addition to these overarching factors that render the alleged invention obvious in light of the prior art, the following discussion provides more particular analysis tailored to the various asserted claims.

#### a. Claim 8

As mentioned above, by the asserted priority date of the alleged invention, persons of ordinary skill in the art were already familiar with e-commerce outsourcing processes including host website communication with a visitor website and at least in the context of frames made such a system transparent. The parties have agreed that the term "capturing" should be construed to mean "automatically, by a party other than the host, retrieving elements from the host website." [DI 309 at 17-18]. Notwithstanding this agreed construction however it is apparent, based on Plaintiff's Amended Infringement Contentions (January 23, 2012), that Plaintiff continues to construe the term "capturing" in a manner that would not be in accord with the understanding of a person of ordinary skill in the art. As such, the prior art identified by DEFENDANTS' AMENDED INVALIDITY CONTENTIONS PURSUANT TO LOCAL PATENT RULE 3-6-7

Defendants discloses that capturing the look and feel<sup>6</sup> of a webpage, as that term appears to be construed by Plaintiff, was also well-established at the time.<sup>7</sup> Host websites frequently were given specific links to include on their webpages which by the very nature of the Internet resulted in a second page being served to the user upon activation and such links often resulted in an e-commerce related webpage being returned to the user. It was also well known to return such e-commerce supported pages from a third-party but yet maintain a particular visual appearance to the user.

## 2.35 U.S.C. § 103 Combinations

In addition to the above discussion, certain particular combinations bear further explanation:

- Tobin, Fields and Saliba [Ex. 34A]
- Travelocity and Wiecha [Ex. 35A]
- Saliba and DR SSS [Ex. 36A]
- Saliba and Moore [Ex. 39A]
- DR SSS and Wiecha [Ex. 38A]
- SexToy, Saliba and Fields [Ex. 40A]
- IBM, Saliba and Fields [Ex. 42A]
- ViaWeb Prior Art and ShopSite Prior Art and IBM Net.Commerce Prior Art [Ex. 45A]

## a. U.S. Patent No. 6,141,666 ("Tobin")

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<sup>&</sup>lt;sup>6</sup> The parties agree that the term "look and feel" should be 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 elements consistent through some or all of the website."

<sup>&</sup>lt;sup>7</sup> Defendants' invalidity position regarding the "capturing" element of claim 8 is presented in the alternative, and should not be construed as an admission that Plaintiff's apparent construction of this term as applied to the accused products is correct.

Tobin discloses "capturing a look and feel description associated with a host website," as required by claim 8 as it appears to be construed by Plaintiff. See Ex. 17A, at 8(a). To the extent the capturing element or any other claim element is argued or found not to be adequately disclosed in Tobin, it would have been obvious to one of ordinary skill in the art to combine the teachings of Tobin with the teachings of Fields '655 to meet that claim limitation of the '135 Patent because a teaching, suggestion, or motivation exists to combine the teachings of Fields with the teachings of Tobin. See Ex. 34A. For example, Tobin teaches that capturing the look and feel description of the host website "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 of Tobin; see Ex. 17A. Similarly, Fields also teaches techniques for capturing a look and feel description associated with a host website. See Ex. 17A, at 8(a). Accordingly, when confronted with the problem of capturing a look and feel description associated with a host website, one of ordinary skill in the art would have been motivated to consider the capturing techniques taught by Fields, and to combine such teachings with the teachings of Tobin to arrive at the alleged invention recited in the claims of the '135 Patent.

Alternatively, to one of ordinary skill in the art, it would have been obviously to try to combine Tobin with Fields because both references teach capturing the look and feel descriptions of a host website. *KSR Int'l Co. v. Teleflex, Inc.*, 550 U.S. 398, 402-403 (2007) ("When there is a design need or market pressure to solve a problem and there are a finite

<sup>&</sup>lt;sup>8</sup> Defendants' invalidity position regarding the "captured look and feel description" element of claim 8 is presented in the alternative, and should not be construed as an admission that Plaintiff's apparent construction of this term as applied to the accused products is correct. DEFENDANTS' AMENDED INVALIDITY CONTENTIONS PURSUANT TO LOCAL PATENT RULE 3-6-9

number of identified, predictable solutions, a person of ordinary skill in the art has good reason to pursue the known options within his or her technical grasp").

Moreover, Tobin discloses a "host website," an "e commerce supported page," and a "selected commerce object." To the extent the host website, the e commerce supported page, the selected commerce object, or any other claim element is argued or found not to be adequately disclosed in Tobin, it would have been obvious to one of ordinary skill in the art to combine the teachings of Saliba '278 with the teachings of Tobin to meet that claim limitation of the '135 Patent because a teaching, suggestion, or motivation exists to combine the teachings of Saliba with the teachings of Tobin. For example, Tobin teaches an Internet site, providing floral and gift products (of FTD, Nature's Bloom, Hickory Farms, etc.) through web site pages that are customized to the requirements of the hosts. See Ex. 17A. Similarly, Saliba teaches an ecommerce outsourcing process related to systems and methods for presenting electronic bills to customers of a financial institution, such as a bank. 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. A new Web page that incorporates the customer's bills is then presented to the customer. See Ex. 31A at 8(b). Accordingly, one of ordinary skill in the art would be motivated to combine the teaching of Saliba with the teaching of Tobin to arrive at the alleged invention recited in the claims of the '135 Patent because it would enable a sale to be completed using an e commerce support page without the buyer knowingly leaving the affiliate's site. *In re Sernaker*, 702 F.2d 989, 994-95, 217 USPQ 1, 5-6 (Fed. Cir. 1983) (the strongest rationale for combining references in a recognition, expressly or impliedly in the prior art that some advantage or expected beneficial result would have been produced by their combination).

Alternatively, to one of ordinary skill in the art, it would have been obviously to try to combine Tobin with Saliba because both references teach a method and system where a host website uses an e-commerce outsource provider to sell goods on the host website. *KSR at* 402-403.

Additionally, and for the reasons stated above with respect to Fields and Saliba, Tobin can be combined with any of the following references to yield predictable results:

A host website, an e-commerce outsource provider, and a merchant's goods, etc.

- Travelocity. See Ex. 8A
- Digital River. See Ex. 9A
- TravelNow.com. See Ex. 10A
- ITN/Get There. See Ex. 12A
- Preview Travel. See Ex. 13A
- Saliba. See Ex. 31A
- ViaWeb Prior Art. See Ex. 43A
- ShopSite Prior Art. See Ex. 44A

## Capturing the look and feel description of a host website, etc.

- Moore. See Ex. 1A
- Kelly. See Ex. 4A
- Digital River. See Ex. 9A
- Preview Travel. See Ex. 13A
- SexToy. See Ex. 24A
- Arnold. See Ex. 23A
- ViaWeb Prior Art. See Ex. 43A
- ShopSite Prior Art. See Ex. 44A

The combination of any of these references with Tobin renders claim 8 of the '135 Patent invalid.

#### b. Travelocity

Travelocity 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<sup>9</sup> of the host website associated with the provided link and with content based on the commerce object associated with the provided link." See Ex. 8A. To the extent the host website, the captured look and feel description, or the commerce object, or any other claim element is argued or found not to be adequately disclosed in Travelocity, it would have been obvious to one of ordinary skill in the art to combine the teachings of Wiecha '717 with the teachings of Travelocity to meet that claim limitation of the asserted patents because a teaching, suggestion, or motivation exists to combine the teachings of Wiecha '717 with the teachings of Travelocity. [See Ex. 35A] For example, Travelocity teaches that a visitor to Yahoo! Travel could select airline tickets, car rentals, and hotel reservations via the co-branded page served by SABRE Interactive. See Ex. 8A. Further, Travelocity teaches serving to the visitor computer from the second website 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. Wiecha '717 discloses a corporate computer network for ordering products from numerous electronic catalogs that are accessible by employees of that corporation. See Wiecha at Abstract. The employees may research, select, and process the purchase of the products provided in the electronic catalogs. Both Travelocity and Wiecha disclose electronic commerce systems that are directed to efficiently selling commerce objects through a computer network.

Accordingly, one of ordinary skill in the art would be motivated to combine the teaching of Wiecha '717 with the teaching of Travelocity to arrive at the alleged invention recited in the claims of the asserted patents because it would enable an e-commerce provider to provide a host

<sup>&</sup>lt;sup>9</sup> Defendants' invalidity position regarding the "captured look and feel description" element of claim 8 is presented in the alternative, and should not be construed as an admission that Plaintiff's apparent construction of this term as applied to the accused products is correct. DEFENDANTS' AMENDED INVALIDITY CONTENTIONS PURSUANT TO LOCAL PATENT RULE 3-6-12

website with a hyperlink to a co-branded page, where the link is correlated with a selected commerce object such as air, hotel, or car reservation.

Additionally, and for the reasons stated above with respect to Wiecha, Travelocity can be combined with any of the following references to yield predictable results:

A host website, an e-commerce outsource provider, and a merchant's goods, etc.

- IBM. *See* Ex. 27A
- Digital River. See Ex. 9A
- TravelNow.com. See Ex. 10A
- ITN/Get There. See Ex. 12A
- Preview. See Ex. 13A
- Saliba. See Ex. 31AViaWeb Prior Art. See Ex. 43A
- ShopSite Prior Art. See Ex. 44A

The combination of any of these references with Wiecha renders claim 8 of the '135 Patent invalid.

## c. U.S. Patent Application No. 09/995,278 ("Saliba")

Saliba discloses all limitations of the '135 Patent; and, one skilled in the art would also understand that Saliba could be combined with U.S. Patent No. 6,330,575 ("Moore"). Likewise, this combination discloses all claim limitations of the '135 Patent. *See* Ex. 39A.

There is motivation to combine Saliba and Moore 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 discloses an electronic financial system for providing financial services over the Internet and includes multiple billers, a service center, and multiple financial institutions. *See* Saliba at Abstract. Moore discloses development applications for a merchant to utilize in the design of its Web page or Web site that allow the merchant to become part of a distributed Internet commerce system for selling its products. *See* Moore at Abstract. Both

Saliba and Moore disclose electronic commerce systems that are directed to offering commerce

objects over the Internet.

Additionally, and for the reasons stated above with respect to Moore, Saliba can be

combined with any of the following references to yield predictable results:

• Kelley. See Ex.4A

• Wiecha. See Ex.6A

• Travelocity. See Ex.8A

• DR SSS Prior Art. See Ex.9A

• TravelNow.com. See Ex.10A

• ITN/Get There. See Ex.12A

Preview Travel. See Ex. 13A

• Tobin. See Ex.17A

• Fields. See Ex.18A

• Arnold. See Ex.23A

• SexToyexToy.com. See Ex.24A

ViaWeb Prior Art. See Ex. 43A

ShopSite Prior Art. See Ex. 44A

The combination of any of those references with Saliba renders claim 8 of the '135 Patent

invalid.

Moreover, one skilled in the art would understand that Saliba could be combined with the

Digital River Secure Sales System ("Digital River SSS"). Likewise, this combination discloses

all claim limitations of the '135 Patent. See Ex. 36A.

There is motivation to combine Saliba 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 discloses an electronic financial system for providing

financial services over the Internet and includes multiple billers, a service center, and multiple

financial institutions. See Saliba at Abstract. The Digital River Secure Sales System brought

together manufacturers and dealers enabling them to sell and deliver products via the Internet

DEFENDANTS' AMENDED INVALIDITY CONTENTIONS
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PURSUANT TO LOCAL PATENT RULE 3-6-14

through vendor websites. *See* Exhibit 9A. Both Saliba and Digital River SSS disclose electronic commerce systems that are directed to offering commerce objects over the Internet.

Additionally, and for the reasons stated above with respect to Digital River SSS, Saliba can be combined with any of the following references to yield predictable results:

- Moore. See Ex.1A
- Kelley. See Ex.4A
- Wiecha. See Ex.6A
- Travelocity. See Ex.8A
- TravelNow.com. See Ex.10A
- ITN/Get There. See Ex.12A
- Preview Travel. See Ex. 13A
- Tobin. See Ex.17A
- Fields. See Ex.18A
- Arnold. See Ex.23A
- SexToy.com. See Ex.24A
- ViaWeb Prior Art. See Ex. 43A
- ShopSite Prior Art. See Ex. 44A

The combination of any of those references with Saliba renders claim 8 of the '135 Patent invalid.

# d. Digital River Secure Sales System ("Digital River SSS")

The Digital River SSS Prior Art discloses all claim limitations of the '135 Patent; and, one skilled in the art would also understand that the Digital River SSS Prior Art could be combined with U.S. Patent No. 5,870,717 ("Wiecha"). Likewise, this combination discloses all claim limitations of the '135 Patent. See Ex. 38A.

According to Plaintiff's Infringement Contentions regarding the Digital River System, there is a motivation to combine the Digital River SSS Prior Art with Wiecha '717 because both are related to e-commerce outsourcing processes for selling commerce items over a computer network and thus are in the same field of endeavor. 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. Similarly, Wiecha discloses a corporate computer network for ordering products from numerous electronic catalogs that are accessible by employees of that corporation. See Wiecha at Abstract. The employees may research, select, and process the purchase of the products provided in the electronic catalogs. Both the Digital River SSS and Wiecha disclose electronic commerce systems that are directed to efficiently selling commerce objects through a computer network.

Additionally, and for the reasons stated above with respect to Wiecha, the DR SSS Prior Art can be combined with any of the following references to yield predictable results:

- Moore. See Ex.1A
- Kelley. See Ex.4A
- Travelocity. See Ex.8A
- TravelNow.com. See Ex.10A
- ITN/Get There. See Ex.12A
- Preview Travel. See Ex. 13A
- Tobin. See Ex.17A
- Fields. See Ex.18A
- Arnold. See Ex.23A
- SexToy.com. See Ex.24A
- Saliba. See Ex.31A
- ViaWeb Prior Art. See Ex. 43A
- ShopSite Prior Art. See Ex. 44A

The combination of any of those references with the DR SSS Prior Art renders claim 8 of the '135 Patent invalid.

#### e. SexTov

SexToy discloses "capturing a look and feel description associated with a host website," as that term is apparently construed by Plaintiff<sup>10</sup>. See Ex. 24A, at 8(a). To the extent the

DEFENDANTS' AMENDED INVALIDITY CONTENTIONS

<sup>&</sup>lt;sup>10</sup> Defendants' invalidity position regarding the "capturing" element of claim 8 is presented in the alternative, and should not be construed as an admission that Plaintiff's apparent construction of this term as applied to the accused products is correct.

capturing element or any other claim element is argued or found not to be adequately disclosed in SexToy, it would have been obvious to one of ordinary skill in the art to combine the teachings of Fields '655 with the teachings of SexToy to meet that claim limitation of the '135 Patent because a teaching, suggestion, or motivation exists to combine the teachings of Fields with the teachings of SexToy. For example, SexToy teaches capturing a look and feel description associated with a host website when the host website operator emailed to dml@sextoy.com or faxed to (617) 666-3421 the promote your own sextoy site page. See Ex. 24A. Similarly, Fields teaches different techniques for capturing a look and feel description associated with a host website. See Ex. 18A, at 8(a). When confronted with the problem of capturing a look and feel description associated with a host website, one of ordinary skill in the art would have been motivated to consider the capturing techniques taught by Fields, and to combine such teachings with the teachings of SexToy to arrive at the alleged invention recited in the claims of the '135 Patent. See Ex. 40A.

Alternatively, to one of ordinary skill in the art, it would have been obviously to try to combine SexToy with Fields '655 because both references teach capturing the look and feel descriptions of a host website. *KSR*, 550 U.S. at 402-403 ("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 in the art has good reason to pursue the known options within his or her technical grasp').

Moreover, SexToy discloses a "host website," an "e commerce supported page," and a "selected commerce object." To the extent the host website, the e commerce supported page, the selected commerce object, or any other claim element is argued or found not to be adequately disclosed in SexToy, it would have been obvious to one of ordinary skill in the art to combine

the teachings of Saliba '278 with the teachings of SexToy to meet that claim limitation of the

'135 Patent because a teaching, suggestion, or motivation exists to combine the teachings of

Saliba with the teachings of SexToy. For example, SexToy teaches a process and system that

where adult webmasters (i.e., affiliates) set up, customize, and brand their own sex toy stores

with Convergence, Inc. handling billing, fulfillment, the shipping (via a third party), and

customer service. See Ex. 24A. Similarly, Saliba teaches an e-commerce outsourcing process

related to systems and methods for presenting electronic bills to customers of a financial

institution, such as a bank. 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. A new Web page that incorporates the customer's bills

is then presented to the customer. See Ex. 31A at 8(b). Accordingly, one of ordinary skill in

the art would be motivated to combine the teaching of Saliba with the teaching of SexToy to

arrive at the alleged invention recited in the claims of the '135 Patent because it would enable a

sale to be completed using an e commerce support page without the buyer knowingly leaving the

affiliate's site. Sernaker, 702 F.2d at 994-95.

Alternatively, to one of ordinary skill in the art, it would have been obviously to try to

combine SexToy with Saliba because both references teach a method and system where a host

website uses an e commerce outsource provider to provide goods or services on the host website.

KSR at 402-403.

Additionally, and for the reasons stated above with respect to Saliba and Fields, SexToy

can be combined with any of the following references to yield predictable results:

A host website, an ecommerce outsource provider, and a merchant's goods, etc.

• Travelocity. See Ex. 8A

• Digital River. See Ex. 9A

• TravelNow.com. See Ex. 10A

DEFENDANTS' AMENDED INVALIDITY CONTENTIONS

PURSUANT TO LOCAL PATENT RULE 3-6-18

- ITN/Get There. See Ex. 12A
- Preview Travel. See Ex. 13A
- Saliba. See Ex. 31A
- ViaWeb Prior Art. See Ex. 43A
- ShopSite Prior Art. See Ex. 44A

## Capturing the look and feel description of a host website, etc.

- Moore. See Ex. 1A
- Kelly. See Ex. 4A
- Digital River. See Ex. 9A
- Preview Travel. See Ex. 13A
- Tobin. See Ex. 17A
- Arnold. See Ex. 23A
- ViaWeb Prior Art. See Ex. 43A
- ShopSite Prior Art. See Ex. 44A

The combination of any of these references with SexToy renders claim 8 of the '135 Patent invalid.

#### f. IBM

IBM discloses "capturing a look and feel description associated with a host website," as that term is apparently construed by Plaintiff<sup>11</sup>. *See* Ex. 27A, at 8(a). To the extent the capturing element or any other claim element is argued or found not to be adequately disclosed in IBM, it would have been obvious to one of ordinary skill in the art to combine the teachings of Fields '655 with the teachings of IBM to meet that claim limitation of the '135 Patent because a teaching, suggestion, or motivation exists to combine the teachings of Fields with the teachings of IBM. For example, IBM teaches capturing a look and feel description when a script that dynamically generates the IBM Ordering website was written or when the e commerce support page was dynamically generated by the script on December 20, 1996. *See* IBM; Ex. 27A.

<sup>&</sup>lt;sup>11</sup> Defendants' invalidity position regarding the "capturing" element of claim 8 is presented in the alternative, and should not be construed as an admission that Plaintiff's apparent construction of this term as applied to the accused products is correct.

Similarly, Fields teaches various techniques for capturing a look and feel description associated with a host website. *See* Ex. 18A, at 8(a). When confronted with the problem of capturing a look and feel description associated with a host website, one of ordinary skill in the art would have been motivated to consider the capturing techniques taught by Fields, and to combine such teachings with the teachings of IBM to arrive at the alleged invention recited in the claims of the '135 Patent. See Ex. 42A.

Alternatively, to one of ordinary skill in the art, it would have been obvious to try to combine IBM with Fields because both references teach capturing the look and feel descriptions of a host website. *KSR* at 402-403.

Moreover, IBM discloses a "host website," an "e commerce supported page," and a "selected commerce object." To the extent the host website, the e commerce supported page, the selected commerce object, or any other claim element is argued or found not to be adequately disclosed in IBM, it would have been obvious to one of ordinary skill in the art to combine the teachings of Saliba '278 with the teachings of IBM to meet that claim limitation of the '135 Patent because a teaching, suggestion, or motivation exists to combine the teachings of Saliba with the teachings of IBM. For example, IBM teaches that IBM Credit Corporation provided a host website with a link to a website of IBM Corporation where the visitors could order products of one of IBM's business partners. *See* Ex. 27A. Similarly, Saliba teaches an e-commerce outsourcing process related to systems and methods for presenting electronic bills to customers of a financial institution, such as a bank. 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. A new Web page that incorporates the customer's bills is then presented to the customer. See Ex. 31A at 8(b). Accordingly, one

of ordinary skill in the art would be motivated to combine the teaching of Saliba with the teaching of IBM to arrive at the alleged invention recited in the claims of the '135 Patent because it would enable a sale to be completed using an e commerce support page without the buyer knowingly leaving the affiliate's site. *Sernaker* at 994-95.

Alternatively, to one of ordinary skill in the art, it would have been obviously to try to combine IBM with Saliba because both references teach a host website and a system where a host website uses an e commerce outsource provider to sell goods on the host website. *KSR* at 402-403.

Additionally, and for the reasons stated above with respect to Fields and Saliba, IBM can be combined with any of the following references to yield predictable results:

A host website, an e-commerce outsource provider, and a merchant's goods, etc.

- Travelocity. See Ex. 8A
- Digital River. See Ex. 9A
- TravelNow.com. See Ex. 10A
- ITN/Get There. See Ex. 12A
- Preview Travel. See Ex. 13A
- Saliba. See Ex. 31A
- ViaWeb Prior Art. See Ex. 43A
- ShopSite Prior Art. See Ex. 44A

Capturing the look and feel description of a host website, etc.

- Moore. See Ex. 1A
- Kelly. *See* Ex. 4A
- Digital River. See Ex. 9A
- Preview Travel. See Ex. 13A
- Tobin. See Ex. 17A
- Arnold. See Ex. 23A
- ViaWeb Prior Art. See Ex. 43A
- ShopSite Prior Art. See Ex. 44A

The combination of any of these references with IBM renders claim 8 of the '135 Patent invalid.

## g. ViaWeb Prior Art

ViaWeb prior art discloses "capturing a look and feel description associated with a host website," as that term is apparently construed by Plaintiff<sup>12</sup>. See Ex. 27A, at 8(a). To the extent the capturing element or any other claim element is argued or found not to be adequately disclosed in ViaWeb Prior Art, it would have been obvious to one of ordinary skill in the art to combine the teachings of ShopSite Prior Art and IBM Net.Commerce with the teachings of ViaWeb Prior Art to meet that claim limitation of the '135 Patent because a teaching, suggestion, or motivation exists to combine the teachings of ShopSite Prior Art and IBM Net.Commerce with the teachings of ViaWeb Prior Art. For example, ViaWeb Prior Art teaches software that a host can use to create an e-commerce outsourcing website to sell commerce objects. See ViaWeb Prior Art; Ex. 44A. Similarly, ShopSite Prior Art and IBM Net.Commerce teaches software that a host can use to create an e-commerce outsourcing website to sell commerce objects. See Ex. 14A and Ex. 43A. When confronted with the problem of creating an e commerce outsourcing process, one of ordinary skill in the art would have been motivated to consider the techniques taught by ShopSite Prior Art and the IBM Net.Commerce, and to combine such teachings with the teachings of ViaWeb Prior Art to arrive at the alleged invention recited in the claims of the '135 Patent. See Ex. 45A.

Alternatively, to one of ordinary skill in the art, it would have been obvious to try to combine ViaWeb Prior Art with ShopSite Prior Art and IBM Net.Commerce because both references teach capturing the look and feel descriptions of a host website. *KSR* at 402-403.

-

Defendants' invalidity position regarding the "capturing" element of claim 8 is presented in the alternative, and should not be construed as an admission that Plaintiff's apparent construction of this term as applied to the accused products is correct.

Additionally, and for the reasons stated above with respect to ShopSite Prior Art and IBM Net.Commerce, ViaWeb Prior Art can be combined with any of the following references to yield predictable results:

- Travelocity. See Ex. 8A
- Digital River. See Ex. 9A
- TravelNow.com. See Ex. 10A
- ITN/Get There. See Ex. 12A
- Preview Travel. See Ex. 13A
- Saliba. See Ex. 31A
- Moore. See Ex. 1A
- Kelly. See Ex. 4A
- Digital River. See Ex. 9A
- Preview Travel. See Ex. 13A
- Tobin. See Ex. 17A
- Arnold. See Ex. 23A

The combination of any of these references with ViaWeb Prior Art renders claim 8 of the '135 Patent invalid.

## C. Additional Prior Art

Defendants are investigating additional prior art, including commercial software programs, and are attempting to obtain related documentation and information through discovery. For those reasons, Defendants reserve the right to amend and supplement this disclosure with additional prior art as needed.

# D. 35 U.S.C. § 112

As discussed below and in Exhibit 33A, asserted claim 8 of the '135 Patent is invalid for failure to comply with the definiteness and enablement requirements of 35 U.S.C. § 112. In addition, claim 8 is invalid under 35 U.S.C. § 112, ¶1, for lack of an adequate written description.

#### 1. Claim 8 is Indefinite

Claim 8 of the '135 Patent fails to particularly point out and distinctly claim the subject matter which the applicant regards as his invention. As such, claim 8 is invalid under 35 U.S.C. § 112, ¶2 as indefinite. Attached as Amended Exhibit 33A is a chart specifically identifying the § 112 indefiniteness issues.

## 2. Claim 8 is Not Enabled

# a. The "capturing" Limitation

The specification of the '135 patent does not provide disclosure sufficient to enable a person of ordinary skill in the art to practice the claimed invention without undue experimentation. In particular, claim element 8(a) is not enabled. Claim element 8(a) recites:

a) capturing a look and feel description associated with a host website;

The parties have agreed that the term "capturing" be construed to mean "automatically, by a party other than the host, retrieving elements from the host website." [Claim Const. Order, DI 309, at 17-18.] There is no disclosure within the '135 patent that would inform a person of ordinary skill how to implement the claimed automatic capture of a look and feel description associated with a host website. Instead, the '135 discloses only the passive capture of Header HTML and Footer HTML. [See '135 at Fig. 6, Steps 2 and 3]. As the patent further makes clear, the capturing of these elements is not "automatic" as required under the agreed construction, but rather require the owner of the host website to manually enter the HTML code for these elements using the Host Manager interface. [See '135 at Figs. 12 and 13]. Moreover, the disclosed capturing is not performed "by a party other than the host" as required under the agreed construction. For example, the Host Manager interface explains that the capture of the Header element requires the manager of the host website to manually provide the Header HTML:

"IN STEP 2 AND STEP 3, **YOU WILL BE PROVIDING THE HTML CODE** DEFENDANTS' AMENDED INVALIDITY CONTENTIONS PURSUANT TO LOCAL PATENT RULE 3-6-24

COMPRISING THE TEXT, IMAGES, AND LINKS) THAT WILL APPEAR ON YOUR STOREFRONT. FOR THESE STEPS, YOU WILL NEED TO BE VIEWING THE SOURCE HTML CODE OF THE PAGE YOU ENTERED IN STEP 1." ['135 at Fig. 12, step 2]

Similarly, capture of the footer element requires manual entry of data by the manager of the host website through the host manager interface:

"JUST LIKE IN STEP 2, **YOU WILL BE PROVIDING THE HTML CODE** COMPRISING THE TEXT, IMAGES, AND LINKS) THAT WILL APPEAR ON YOUR STOREFRONT. FOR THESE STEPS, YOU WILL NEED TO BE VIEWING THE SOURCE HTML CODE OF THE PAGE YOU ENTERED IN STEP 1." ['135 at Fig. 13, step 3].

A person of ordinary skill in the art of web commerce would not understand these manual data entry steps through the host manager interface to be "automatic" capture "by a party other than the host. Indeed, the '135 patent is entirely lacking in disclosure sufficient to enable a person of ordinary skill to implement the claimed automatic capture of look and feel description. Nor would a person of ordinary skill at the time the '135 patent was filed have been aware of such automatic capture methods. This fact is supported by both the prior art as well as the presently accused state-of-the art products, none of which are able to implement such automatic capture of look and feel description of a host webpage.

Accordingly, Claim 8 of the '135 patent is invalid under 35 U.S.C. § 112 for lack of enablement. Defendants reserve the right to amend this disclosure to the extent that DDR asserts and/or the Court adopts additional claim constructions that would render the claims invalid under 35 U.S.C. § 112.

## b. The "link" Limitation

The specification of the '135 patent does not provide disclosure sufficient to enable a person of ordinary skill in the art to practice the claimed invention without undue

experimentation. In particular, the "link" limitation of independent claim 8 is not enabled.

Claim 8 recites a "link" which "correlated with a commerce object". The claim requires that the host website include such a link.

In its claim construction order, the Court substantially adopted Plaintiff's proposed construction of this term, construing the term "link" to mean "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." [DI 309 at 17] In accepting this definition, the Court rejected Defendants' proposal that the claimed "link" must be limited to an HTML link. There is no enabling disclosure in the '135 patent specification that would support a system wherein the host webpage includes "non-HTML" links, as would be permitted under the broad scope of the Court's construction. Indeed, the entire disclosure related to the "Link Generator" is specifically premised upon the use of HTML code for generating and embedding the link. [See '135 at 13:45-14:20]. There is no disclosure that would enable a person of ordinary skill to generate and embed "non-HTML" links. Accordingly, for at least this additional reason, independent Claim 8 is invalid under 35 U.S.C. § 112 for lack of enablement.

## E. Invalidity Under 35 U.S.C. §§ 101 and 116

Although not required to be disclosed under Local Patent Rule 3-3, Defendants reserve the right to argue that one or more of the asserted claims are invalid under (1) 35 U.S.C. § 101 as being directed to non-statutory subject matter and/or § 116 as having improper inventorship.

Under Section 101, there are three broad exceptions to patentability including "laws of nature, physical phenomena, and abstract ideas." *See Diamond v. Chakrabarty*, 447 U.S. 303, 308-09 (1980). Thus, a claimed process is unpatentable or invalid under 35 U.S.C. § 101 if it

merely claims an abstract idea. Defendants assert that process Claim 8 of the '135 Patent is patentable because the claim is directed to abstract ideas and does not meet the requirements of 35 U.S.C. § 101.

The Supreme Court attempted to clarify patentability under Section 101 in its recent *Bilski v. Kappos* decision. 130 S.Ct. 3218 (2010). In this opinion, the Court followed years of precedent in holding that the process claims at issue were unpatentable because they attempted to patent the use of an abstract idea. *See id.* at 3222. Claim 8 of the '135 Patent is likewise directed to abstract ideas that should not receive patent protection. Further, the Court analyzed the machine-or-transformation test that was introduced by the Federal Circuit for determining whether certain inventions were patentable. The Court held that the machine-or-transformation test "may be a useful and important clue or investigative tool, [however] it is not the sole test for deciding whether an invention is a patent-eligible 'process' under § 101." *Id.* In addition to claiming an abstract idea, claim 8 fails the machine-or-transformation test.

The '135 Patent attempts to patent abstract ideas. The asserted independent process claim in the '135 Patent (Claim 8) attempts to claim an "e-commerce outsourcing process." This "e-commerce outsourcing process" is nothing more than an abstract manner of doing business on a network, such as the Internet. The claims resemble the prior methods of outsourcing the marketing, distribution, and sale of a product. For example, a product may be produced by one company, but marketed, distributed, and sold by another. An analysis of claim 8 proves that the claim is merely an abstract manner of doing business.

Claim 8 of the '135 Patent recites:

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:

a) capturing a look and feel description associated with a 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

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.

These steps are abstract ideas or manners of doing business that do not meet the

requirements of Section 101. Any alleged structural limitations are insignificant post-solution

activities that do not apply meaningful limitations to the claims. Thus, claim 8 of the '135

Patent is unpatentable or invalid under 35 U.S.C. § 101.

Claim 8 also fails the machine-or-transformation test. Under this test, a process may be

patentable if it (1) "is tied to a machine or apparatus or (2) transforms a particular article into a

different state or thing." Bilski, 130 S.Ct. at 3225. Claim 8 is not tied to a particular machine or

apparatus because any alleged structural limitations, including brief recitations of a computer or

website, do not meaningfully limit the claims. The claims attempt to preempt the use of the

underlying abstract idea or method of doing and business, and thus have the practical effect of

being a patent on the idea itself. Further, nothing in these claims "transforms a particular article

into a different state or thing." The claims fail to recite a particular article or the production of

an article, much less an article that underwent transformation. Thus, Claim 8 of the '135 Patent

fails both prongs of the machine-or-transformation test.

DEFENDANTS' AMENDED INVALIDITY CONTENTIONS

## III.U.S. PATENT 6,993,572

## A. Identification of Prior Art

Pursuant to Patent Rule 3-3(a), Defendants identify the following prior art ("the '572 Patent's Invalidating Art") now known to them to anticipate claims 13, 17, 20, 21 and 23 of the '572 Patent, either expressly or inherently as understood by a person having ordinary skill in the art, at least under the claim constructions apparently adopted by DDR as based on review of DDR's Amended infringement contentions. In some instances, Defendants treated certain prior art as anticipatory where certain elements are inherently present based on DDR's apparent claim construction in its Amended infringement contentions.

The following patents and publications are prior art under at least 35 U.S.C. §§ 102(a), (b), (e), (f), and/or (g), and the charts found in Exhibits 1B-10B, 12B-13B, 17B-32B and 43B-44B specify the invalidity basis for such patents and publications.

|     | PRIOR ART PATENTS  | Filing<br>Date   | Issue<br>Date                     | Exh. |
|-----|--|--|-----------------------------------|------|
| 1.  | U.S. Patent 6,330,575 (Moore)<br>[DFNDT0000180-0000206]  | Mar. 31, 1998  | Dec. 11, 2001                     | 1B   |
| 2.  | U.S. Patent 6,490,567 (Gregory) [DFNDT0000144-0000162]   | Jan. 15, 1997  | Dec. 3, 2002                      | 2B   |
| 3.  | [RESERVED]   |  |                                   |      |
| 4.  | U.S. Patent 6,209,007 (Kelley) [DFNDT0000163-0000179]    | Nov. 26, 1997  | Mar. 27,2001                      | 4B   |
| 5.  | WO 1999/ 046709 A1 (Voorhees)<br>[DFNDT0000239-0000293]  | Mar. 11, 1998  | Sept. 16, 1999 (publication date) | 5B   |
| 6.  | U.S. Patent 5,870,717 (Wiecha) [DFNDT0000217-0000238]    | Nov. 13, 1995  | Feb. 9, 1999                      | 6B   |
| 7.  | U.S. Patent 6,141,666 (Tobin) [DFNDT0000001-0000053]     | Jan 21, 1997 (claiming priority to provisional filed Jan 22, 1996) | Oct. 31, 2000                     | 17B  |
| 8.  | U.S. Patent 6,128,655 (Fields) [DFNDT0000054-0000076]    | July 10, 1998  | Oct. 3, 2000                      | 18B  |
| 9.  | U.S. Patent 5,991,740 (Messer)<br>[DFNDT0000114-0000131] | June 10, 1997  | Nov. 23, 1999                     | 19B  |
| 10. | U.S. Patent 6,016,504 (Arnold)<br>[DFNDT0000076-0000113] | Aug. 28, 1996  | Jan. 18, 2000                     | 23B  |

|     | PRIOR ART PATENTS           | Filing<br>Date         | Issue<br>Date      | Exh. |
|-----|-----------------------------|------------------------|--------------------|------|
| 11. | U.S. Patent Application No. | Nov. 26, 2001          | May 30, 2002       | 31B  |
|     | 09/995,278 [Pub. No.        | (continuation of       | (publication date) |      |
|     | US2002/0065772 A1] (Saliba) | application filed June |                    |      |
|     | [DFNDT0000294-0000313]      | 8, 1998)               |                    |      |

|    | PRIOR ART PUBLICATIONS <sup>13,14</sup>   | Exh. |
|----|---|------|
| 1. | [RESERVED]  |      |
| 2. | Travelocity Previous Co-Branding including Yahoo!, Japan Airlines, Netscape, US | 8B   |
|    | Airways, and Online Italia [DFNDT0000314-0000431] (Travelocity Co-Branding)     |      |
| 3. | Digital River Secure Sales System <sup>15</sup> (Digital River SSS)             | 9B   |
| 4. | TravelNow.com [DFNDT0000432-0000487, HOT000358 (CD)] ( <i>TravelNow</i> )       | 10B  |
| 5. | ITN/Get There [DFNDT0000559-0000595 ] (ITN)                                     | 12B  |
| 6. | Preview Travel [DFNDT0000596-000855] (Preview)                                  | 13B  |
| 7. | [RESERVED]  |      |
| 8. | Data Broadcasting Corp Brand Labeled Quote Service [DFNDT0001536-0001633,       | 21B  |

<sup>&</sup>lt;sup>13</sup> The parentheticals in this chart identify a shortened name for the publication. For example, "Digital River SSS" means that the reference Digital River Secure Sales System may be referred to herein by the shortened name *Digital River SSS*.

<sup>&</sup>lt;sup>14</sup> The parentheticals in italics identify that the reference relates to a prior art system or software product identified further below. For example, "*Travelocity Co-Branding*" means that a system or software product identified by the shortened name Travelocity Co-Branding is identified below in the Prior Art Systems list.

<sup>&</sup>lt;sup>15</sup> The DR SSS can be found at the following production numbers: DR000001-115, DR001002-1003, DR001141-1143, DR001247, DR002313, DR004319-90, DR011752-11753, DR011948, DR012171, DR012399, DR012486-12487, DR012586, DR013400-13401, DR013404-13410, DR013718-13720, DR013998-14003, DR014005-14007, DR014211, DR014452-14453, DR014553-14555, DR014746-14747, DR014794, DR015415, DR015956, DR016261-16268, DR016300-16305, DR016499-16552, DR016751, DR016754-16755, DR017056, DR017278, DR018176, DR018642-43, DR018660, DR019032, DR019161, DR019348, DR019354-19357, DR020394, DR020395-20398, DR020584, DR020638, DR020696, DR020730, DR020807, DR020915-20916, DR020931-33, DR021425, DR021508, DR021688, DR021824, DR021884, DR021996, DR022112-22116, DR022212, DR022232, DR022291, DR022295-22296, DR022379, DR022396, DR022595, DR022645, DR022671-22672, DR022714, DR022732-22733, DR023055-23059, DR023093, DR023095, DR023202, DR023236, DR023264, DR023328, DR023359, DR023404, DR023442, DR023746, DR023884, DR023887-23888, DR024342, DR024360, DR024369, DR024389, DR024415, DR024512, DR024532, DR024601, DR024649, DR024675, DR024693, DR024736, DR024844, DR024880, DR025125, DR025142, DR025445-25446, DR025637, DR025786, DR025814, DR025816, DR025821-25823, DR025922, DR025990, DR026068, DR026163, DR026303, DR026323, DR026516, DR026692-26766, DR026771-DR033425, DR034606-07, DR034615-16, DR036047-104, DR036800-DR036802, DR037478-DR037479, DR059440-DR059447, DR074511-074937, DR004245-66, DR006649-86.

|     | PRIOR ART PUBLICATIONS <sup>13,14</sup>                                | Exh. |
|-----|--|------|
|     | DFNDT0002074-2079] ( <i>DBC</i> )                                      |      |
| 9.  | Quote.com [DFNDT0001634-0001689] (Quote)                               | 22B  |
| 10. | SexToy.com [DFNDT000945-0001081] (SexToy)                              | 24B  |
| 11. | One & Only [DFNDT0001690-0001722]                                      | 25B  |
|     |  |      |
|     | (OAO)  |      |
| 12. | IBM Prior Art [DFNDT0001795-0001927] (IBM)                             | 27B  |
| 13. | Lycos.com [DFNDT0001928-0002009] (Lycos)                               | 28B  |
| 14. | [RESERVED]   |      |
| 15. | IBM Net.Commerce for OS390 [DFNDT0001082-0001301] (Net.Commerce)       | 30B  |
| 16. | CompuServe Information System [DFNDT0001302-0001535, DFNDT_CD_0001,    | 32B  |
|     | DR074511-56] ( <i>CIS</i> )  |      |
| 17. | ShopSite Prior Art   | 43B  |
|     | [DFNDT0004658-0004683, 5052-5059, 5069-5080, 5096-50105, 5111-5123,    |      |
|     | 5141-5167, 5206-5267]  |      |
| 18. | ViaWeb Prior Art   | 44B  |
|     | [DFNDT0004356-0004657, 5052-59, 5069-5080, 5096-5105, 5111-5123, 5141- |      |
|     | 5167, 5206-5267]   |      |

The following systems or software products are prior art under at least 35 U.S.C. §§ 102(a), (b), (f) and/or (g). Although Defendants' investigation continues, information available to date indicates that each system or software product was (1) known or used in this country before the alleged invention of the claimed subject matter of the asserted claims, (2) was in public use and/or on sale in this country and/or was the subject of a printed publication more than one year before the filing date of the patent, and/or (3) was invented by another who did not abandon, suppress, or conceal, before the alleged invention of the claimed subject matter of the asserted claims.

|    | PRIOR ART SYSTEMS       |
|----|-------------------------|
| 1. | Travelocity Co-Branding |
| 2. | Digital River SSS       |
| 3. | TravelNow               |

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<sup>&</sup>lt;sup>16</sup> Digital River asserts a defense under 35 U.S.C. § 273 in view of the Digital River Secure Sales System. *See* Exs. 9A-9C. Travelocity also asserts a defense under 35 U.S.C. § 273 in view of Travelocity's systems. *See* Exs. 8A-8C. Expedia also asserts a defense under 35 U.S.C. § 273 in view of Hotels.com's previous system. *See* Exs. 10A-10C.

|     | PRIOR ART SYSTEMS |
|-----|-------------------|
| 4.  | ITN               |
| 5.  | Preview           |
| 6.  | [RESERVED]        |
| 7.  | DBC               |
| 8.  | Quote             |
| 9.  | SexToy            |
| 10. | OAO               |
| 11. | IBM               |
| 12. | Lycos             |
| 13. | [RESERVED]        |
| 14. | Net.Commerce      |
| 15. | CIS               |

#### B. Obviousness

Defendants further contend under P.R. 3-2(b) that claims 13, 17, 20, 21 and 23 of the '572 Patent are invalid as obvious under 35 U.S.C. § 103. Defendants incorporate, as if fully set forth herein, Section IV.D.2.b, *infra*, related to obviousness.

## 1. Claim Overview: 13, 17, 20, 21 and 23

In addition to these overarching factors that render the alleged invention obvious in light of the prior art, the following discussion provides more particular analysis tailored to the various asserted claims.

## a. Claims 13 and 17

As mentioned above, by the asserted priority date of the alleged invention, persons of skill in the art were already familiar with e-commerce outsourcing processes including host website communication with a visitor website and at least in the context of frames made such a system transparent. Storing the look and feel description of a webpage was also well-established at the time. Moreover, in order to retrieve that information, the storage location had to be coupled to the potential webserver. Host websites frequently were given specific links to include

on their webpages which by the very nature of the Internet resulted in a second page being served to the user upon activation and such links often resulted in an e-commerce related webpage being returned to the user. It was also well known to return such e-commerce supported pages from a third-party but yet maintain a particular visual appearance to the user.

## b. Claims 20 and 21

It was well known in the art that a webpage could be identified by special color schemes (HTML specifically allowed for this) or logos or customized footers, headers, or sidebars.

Associating such portions of a webpage with defining the appearance would have been well known to one of skill in the art.

## c. Claim 23

As discussed above, it was often the case that a link provided on a host webpage would specifically target a particular e-commerce object or product category. For example, a specific item for purchase or a listing of items within a particular category (airplanes, adult products, stock quotes, etc.) Moreover, one of skill in the art would have easily known that if a user requested a link about a specific commerce object, more information could be returned with the second page request. Accepting search parameters was also well known in the art and a fundamental feature of HTMLs GET and POST requests. One of skill in the art would have known to combine the common elements of HTML within a link to define a search for a specialized product or e-commerce object.

## 2.35 U.S.C. § 103 Combinations

In addition to the above discussion, certain particular combinations bear further explanation:

- Tobin, Fields and Saliba [Ex. 34B]
- Travelocity and Wiecha [Ex. 35B]

- Saliba and DR SSS [Ex. 36B]
- Saliba and Moore [Ex. 39B]
- DR SSS and Wiecha [Ex. 38B]
- SexToy, Saliba and Fields [Ex. 40B]
- IBM, Saliba and Fields [Ex. 42B]
- ViaWeb Prior Art and ShopSite Prior Art and IBM Net.Commerce Prior Art [Ex. 45B]

# a. U.S. Patent No. 6,141,666 ("Tobin")

Tobin discloses storing a "look and feel description" as required by claims 13 and 17. See Ex. 17B, at 13(a). To the extent the storing a "look and feel description element or any other claim element is argued or found not to be adequately disclosed in Tobin, it would have been obvious to one of ordinary skill in the art to combine the teachings of Tobin with the teachings of Fields '655 to meet that claim limitation of the '572 Patent because a teaching, suggestion, or motivation exists to combine the teachings of Fields '655 with the teachings of Tobin. See Ex. 34B. For example, Tobin teaches storing the look and feel description of the host website to "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 of Tobin; see Ex. 17B. Similarly, Fields '655 also teaches techniques for storing a look and feel description associated with a host website. See Ex. 7B, at 13(a). Accordingly, when confronted with the problem of storing a look and feel description associated with a host website, one of ordinary skill in the art would have been motivated to consider the techniques taught by Fields '655, and to combine such teachings with the teachings of Tobin to arrive at the alleged invention recited in the claims of the '572 Patent. See Ex. 34B.

Alternatively, to one of ordinary skill in the art, it would have been obviously to try to combine Tobin with See Ex. 34B. because both references teach storing the look and feel descriptions of a host website. *KSR at* 402-403.

Moreover, Tobin discloses a "host website," a "second website," (or "a composite web page") and a "commerce object." To the extent the host website, the second website (or composite we page), the commerce object, or any other claim element is argued or found not to be adequately disclosed in Tobin, it would have been obvious to one of ordinary skill in the art to combine the teachings of Saliba '278 with the teachings of Tobin to meet that claim limitation of the '572 Patent because a teaching, suggestion, or motivation exists to combine the teachings of Saliba with the teachings of Tobin. For example, Tobin teaches an Internet site, providing floral and gift products (of FTD, Nature's Bloom, Hickory Farms, etc.) through web site pages that are customized to the requirements of the hosts. See Ex. 17B. Similarly, Saliba teaches an ecommerce outsourcing process related to systems and methods for presenting electronic bills to customers of a financial institution, such as a bank. 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. A new Web page that incorporates the customer's bills is then presented to the customer. See Ex. 31B. Accordingly, one of ordinary skill in the art would be motivated to combine the teaching of Saliba with the teaching of Tobin to arrive at the alleged invention recited in the claims of the '572 Patent because it would enable a sale to be completed using a second webpage (or composite web page) without the buyer knowingly leaving the affiliate's site. Sernaker at 994-95.

Alternatively, to one of ordinary skill in the art, it would have been obviously to try to combine Tobin with Saliba because both references teach a method and system where a host

website uses an e commerce outsource provider to sell goods on the host website. *KSR at* 402-403.

Additionally, and for the reasons stated above with respect to Fields and Saliba, Tobin can be combined with any of the following references to yield predictable results:

A host website, an e-commerce outsource provider, and a merchant's goods, etc.

- Travelocity. See Ex. 8B
- Digital River. See Ex. 9B
- TravelNow.com. See Ex. 10B
- ITN/Get There. See Ex. 12B
- Preview Travel. See Ex. 13B
- Saliba. See Ex. 31B
- ViaWeb Prior Art. See Ex. 43B
- ShopSite Prior Art. See Ex. 44B

# Capturing the look and feel description of a host website, etc.

- Moore. See Ex. 1B
- Kelly. See Ex. 4B
- Digital River. See Ex. 9B
- Preview Travel. See Ex. 13B
- SexToy. See Ex. 24B
- Arnold. See Ex. 23B
- ViaWeb Prior Art. See Ex. 43B
- ShopSite Prior Art. See Ex. 44B

The combination of any of these references with Tobin renders claims 13, 17, 20, 21 and 23 of the '572 Patent invalid.

## b. Travelocity

Travelocity discloses storing a "look and feel description" associated with a host website," as required by claims 13 and 17. *See* Ex. 8B, at 13(a). To the extent the storing a look and feel description element or any other claim element is argued or found not to be adequately disclosed by Travelocity, it would have been obvious to one of ordinary skill in the art to combine the teachings of Wiecha '717 with the teachings of Travelocity to meet that claim limitation of the asserted patents because a teaching, suggestion, or motivation exists to combine

the teachings of Wiecha with the teachings of Travelocity. See Ex. 35B. For example,

Travelocity teaches that a visitor to Yahoo! Travel could select airline tickets, car rentals, and

hotel reservations via the co-branded page served by SABRE Interactive. See Ex. 8B. Further,

Travelocity teaches serving to the visitor computer from the second website page with a look and

feel corresponding to the stored 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.

See Ex. 8B, at element 13(b). Wiecha '717 discloses a corporate computer network for ordering

products from numerous electronic catalogs that are accessible by employees of that corporation.

See Wiecha at Abstract. The employees may research, select, and process the purchase of the

products provided in the electronic catalogs. Both Travelocity and Wiecha disclose electronic

commerce systems that are directed to efficiently selling commerce objects through a computer

network.

Accordingly, one of ordinary skill in the art would be motivated to combine the teaching

of Wiecha with the teaching of Travelocity to arrive at the alleged invention recited in the claims

of the asserted patents because it would enable an e-commerce provider to provide a host website

with a hyperlink to a co-branded page, where the link is correlated with a selected commerce

object such as air, hotel, or car reservation.

Additionally, and for the reasons stated above with respect to Wiecha, Travelocity can be

combined with any of the following references to yield predictable results:

A host website, an e-commerce outsource provider, and a merchant's goods, etc.

- IBM. See Ex. 27B
- Digital River. See Ex. 9B
- TravelNow.com. See Ex. 10B
- ITN/Get There. See Ex. 12B
- Preview. See Ex. 13B
- Saliba. See Ex. 31B
- ViaWeb Prior Art. See Ex. 43B

DEFENDANTS' AMENDED INVALIDITY CONTENTIONS

PURSUANT TO LOCAL PATENT RULE 3-6-37

• ShopSite Prior Art. See Ex. 44B

The combination of any of these references with Wiecha renders claims 13, 17, 20, 21 and 23 of the '572 Patent invalid.

c. U.S. Patent Application No. 09/995,278 ("Saliba")

Saliba discloses all limitations of the '572 Patent; and, one skilled in the art would also understand that Saliba could be combined with U.S. Patent No. 6,330,575 ("Moore"). Likewise, this combination discloses all claim limitations of the '572 Patent. See Ex. 39B

There is motivation to combine Saliba and Moore 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 discloses an electronic financial system for providing financial services over the Internet and includes multiple billers, a service center, and multiple financial institutions. *See* Saliba at Abstract. Moore discloses development applications for a merchant to utilize in the design of its Web page or Web site that allow the merchant to become part of a distributed Internet commerce system for selling its products. *See* Moore at Abstract. Both Saliba and Moore disclose electronic commerce systems that are directed to offering commerce objects over the Internet.

Additionally, and for the reasons stated above with respect to Moore, Saliba can be combined with any of the following references to yield predictable results:

- Kelley. See Ex.4B
- Wiecha. See Ex.6B
- Travelocity. See Ex.8B
- DR SSS Prior Art. See Ex.9B
- TravelNow.com. See Ex.10B
- ITN/Get There. See Ex.12B
- Preview Travel. See Ex. 13B
- Tobin. See Ex.17B
- Fields. See Ex.18B
- Arnold. See Ex.23B

• SexToy.com. See Ex.24B

• ViaWeb Prior Art. See Ex. 43B

• ShopSite Prior Art. See Ex. 44B

The combination of any of those references with Saliba renders claims 13, 17, 20, 21 and 23 of the '572 Patent invalid.

Moreover, one skilled in the art would understand that Saliba could be combined with the Digital River Secure Sales System ("Digital River SSS"). Likewise, this combination discloses all claim limitations of the '572 Patent. See Ex. 36B.

There is motivation to combine Saliba 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 discloses an electronic financial system for providing financial services over the Internet has multiple billers, a service center, multiple financial institutions. *See* Saliba at Abstract. The Digital River Secure Sales System brought together manufacturers and dealers enabling them to sell and deliver products via the Internet through vendor websites. *See* Exhibit 9B. Both Saliba and Digital River SSS disclose electronic commerce systems that are directed to offering commerce objects over the Internet.

Additionally, and for the reasons stated above with respect to Digital River SSS, Saliba can be combined with any of the following references to yield predictable results:

• Moore. See Ex.1B

• Kelley. See Ex.4B

• Wiecha. See Ex.6B

• Travelocity. See Ex.8B

• TravelNow.com. See Ex.10B

• ITN/Get There. See Ex.12B

• Preview Travel. See Ex. 13B

• Tobin. See Ex.17B

• Fields. See Ex.18B

• Arnold. See Ex.23B

• SexToy.com. See Ex.24B

ViaWeb Prior Art. See Ex. 43B

• ShopSite Prior Art. See Ex. 44B

The combination of any of those references with Saliba renders claims 13, 17, 20, 21 and 23 of the '572 Patent invalid.

d. Digital River Secure Sales System ("Digital River SSS")

The Digital River SSS Prior Art discloses all claim limitations of the '572 Patent (See Ex. 09B); and, one skilled in the art would also understand that the Digital River SSS Prior Art could be combined with U.S. Patent No. 5,870,717 ("Wiecha"). Likewise, this combination discloses all claim limitations of the '572 Patent. See Ex. 38B.

According to Plaintiff's Infringement Contentions regarding the Digital River System, there is a motivation to combine the Digital River SSS Prior Art with Wiecha '717 because both are related to e-commerce outsourcing processes for selling commerce items over a computer network and thus are in the same field of endeavor. The Digital River SSS brought together manufacturers and dealers enabling them to sell and deliver products via the Internet through vendor websites. *See* Exhibit 9B. Similarly, Wiecha discloses a corporate computer network for ordering products from numerous electronic catalogs that are accessible by employees of that corporation. *See* Wiecha at Abstract. The employees may research, select, and process the purchase of the products provided in the electronic catalogs. Both the Digital River SSS and Wiecha disclose electronic commerce systems that are directed to efficiently selling commerce objects through a computer network.

Additionally, and for the reasons stated above with respect to Wiecha, the DR SSS Prior Art can be combined with any of the following references to yield predictable results:

- Moore. See Ex.1B
- Bollay. See Ex.3B

- Kelley. See Ex.4B
- Travelocity. See Ex.8B
- TravelNow.com. See Ex.10B
- ITN/Get There. See Ex.12B
- Preview Travel. See Ex. 13B
- Tobin. See Ex.17B
- Fields. See Ex.18B
- Arnold. See Ex.23B
- SexToy.com. See Ex.24B
- Saliba. See Ex.31B
- ViaWeb Prior Art. See Ex. 43B
- ShopSite Prior Art. See Ex. 44B

The combination of any of those references with the DR SSS Prior Art renders claims 13, 17, 20, 21 and 23 of the '572 Patent invalid.

## e. **Sextoy**

The Sextoy prior art discloses storing a "look and feel description" associated with a host website," as required by claims 13 and 17. *See* Ex. 24B, at 1(a). To the extent the storing a look and feel element or any other claim element is argued or found not to be adequately disclosed in SexToy, it would have been obvious to one of ordinary skill in the art to combine the teachings of Fields '655 with the teachings of SexToy to meet that claim limitation of the '572 Patent because a teaching, suggestion, or motivation exists to combine the teachings of Fields with the teachings of SexToy.

For example, SexToy teaches storing a look and feel description associated with a host website when the host website operator emailed to dml@sextoy.com or faxed to (617) 666-3421 the promote your own sextoy site page. See Ex. 24B. Similarly, Fields teaches different techniques for storing a look and feel description associated with a host website. See Ex. 18B, at 13(a). When confronted with the problem of storing a look and feel description associated with a host website, one of ordinary skill in the art would have been motivated to consider the

techniques taught by Fields, and to combine such teachings with the teachings of SexToy to arrive at the alleged invention recited in the claims of the '572 Patent. See Ex. 40B.

Alternatively, to one of ordinary skill in the art, it would have been obviously to try to combine SexToy with Fields because both references teach capturing the look and feel descriptions of a host website. *KSR at* 402-403.

Moreover, SexToy discloses a "host website," an "second website," (or "a composite web page") and a "commerce object." To the extent the host website, the second website (or composite we page), the commerce object, or any other claim element is argued or found not to be adequately disclosed in SexToy, it would have been obvious to one of ordinary skill in the art to combine the teachings of the published Saliba '278 application with the teachings of SexToy to meet that claim limitation of the '572 Patent because a teaching, suggestion, or motivation exists to combine the teachings of Saliba with the teachings of SexToy. For example, SexToy teaches a process and system that where adult webmasters (i.e., affiliates) set up, customize, and brand their own sex toy stores with Convergence, Inc. handling billing, fulfillment, the shipping (via a third party), and customer service. See Ex. 24B. Similarly, Saliba teaches an e-commerce outsourcing process related to systems and methods for presenting electronic bills to customers of a financial institution, such as a bank. 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. A new Web page that incorporates the customer's bills is then presented to the customer. See Ex. 31B. Accordingly, one of ordinary skill in the art would be motivated to combine the teaching of Saliba with the teaching of SexToy to arrive at the alleged invention recited in the claims of the '572 Patent because it

would enable a sale to be completed using a second webpage (or composite web page) without the buyer knowingly leaving the affiliate's site. *Sernaker* at 994-95.

Alternatively, to one of ordinary skill in the art, it would have been obviously to try to combine SexToy with Saliba because both references teach a method and system where a host website uses an e commerce outsource provider to sell goods on the host website. *KSR at* 402-403.

Additionally, and for the reasons stated above with respect to Saliba and Fields, SexToy can be combined with any of the following references to yield predictable results:

A host website, an e-commerce outsource provider, and a merchant's goods, etc.

- Travelocity. See Ex. 8B
- Digital River. See Ex. 9B
- TravelNow.com. See Ex. 10B
- ITN/Get There. See Ex. 12B
- Preview Travel. See Ex. 13B
- Saliba. See Ex. 31B
- ViaWeb Prior Art. See Ex. 43B
- ShopSite Prior Art. See Ex. 44B

Storing the look and feel description of a host website, etc.

- Moore. See Ex. 1B
- Kelly. See Ex. 4B
- Digital River. See Ex. 9B
- Preview Travel. See Ex. 13B
- Tobin. See Ex. 17B
- Arnold, See Ex. 23B
- ViaWeb Prior Art. See Ex. 43B
- ShopSite Prior Art. See Ex. 44B

The combination of any of these references with SexToy renders claims 13, 17, 20, 21 and 23 of the '572 Patent invalid.

f. **IBM** 

IBM discloses storing a "look and feel description" associated with a host website," as required by claims 13 and 17. See Ex. 27B, at 13(a). To the extent the storing a "look and feel description" element or any other claim element is argued or found not to be adequately disclosed in IBM, it would have been obvious to one of ordinary skill in the art to combine the teachings of Fields '655 with the teachings of IBM to meet that claim limitation of the '572 Patent because a teaching, suggestion, or motivation exists to combine the teachings of Fields with the teachings of IBM. For example, IBM teaches storing a look and feel description when a script that dynamically generates the IBM Ordering website was written or when the second website (or composite web page) was dynamically generated by the script on December 20, 1996. See IBM; Ex. 27B. Similarly, Fields '655 teaches various techniques for storing a look and feel description associated with a host website. See Ex. 18B. When confronted with the problem of storing a look and feel description associated with a host website, one of ordinary skill in the art would have been motivated to consider the techniques taught by Fields, and to combine such teachings with the teachings of IBM to arrive at the alleged invention recited in the claims of the '572 Patent. See Ex. 42B.

Alternatively, to one of ordinary skill in the art, it would have been obviously to try to combine IBM with Fields because both references teach storing the look and feel descriptions of a host website. *KSR* at 402-403.

Moreover, IBM discloses a "host website," a "second website," (or "a composite web page") and a "commerce object." To the extent the host website, the second website (or composite web page), the selected commerce object, or any other claim element is argued or found not to be adequately disclosed in IBM, it would have been obvious to one of ordinary skill in the art to combine the teachings of the published Saliba '278 application with the teachings of

IBM to meet that claim limitation of the '572 Patent because a teaching, suggestion, or

motivation exists to combine the teachings of Saliba with the teachings of IBM. For example,

IBM teaches that IBM Credit Corporation provided a host website with a link to a website of

IBM Corporation where the visitors could order products of one of IBM's business partners. See

Ex. 27B. Similarly, Saliba teaches an e-commerce outsourcing process related to systems and

methods for presenting electronic bills to customers of a financial institution, such as a bank.

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. A new Web page that incorporates the customer's bills is then presented to the

customer. See Ex. 31B. Accordingly, one of ordinary skill in the art would be motivated to

combine the teaching of Saliba with the teaching of IBM to arrive at the alleged invention recited

in the claims of the '572 Patent because it would enable a sale to be completed using a second

website (or composite web page) without the buyer knowingly leaving the affiliate's site.

Sernaker at 994-95.

Alternatively, to one of ordinary skill in the art, it would have been obviously to try to

combine IBM with Saliba because both references teach a host website and a system where a

host website uses an e commerce outsource provider to sell goods on the host website. KSR at

402-403.

Additionally, and for the reasons stated above with respect to Fields and Saliba, IBM can

be combined with any of the following references to yield predictable results:

A host website, an e-commerce outsource provider, and a merchant's goods, etc.

• Travelocity. See Ex. 8B

• Digital River. See Ex. 9B

• TravelNow.com. See Ex. 10B

• ITN/Get There. See Ex. 12B

• Preview Travel. See Ex. 13B

DEFENDANTS' AMENDED INVALIDITY CONTENTIONS

PURSUANT TO LOCAL PATENT RULE 3-6-45

- Saliba. See Ex. 31B
- ViaWeb Prior Art. See Ex. 43B
- ShopSite Prior Art. See Ex. 44B

# Storing the look and feel description of a host website, etc.

- Moore. See Ex. 1B
- Kelly. See Ex. 4B
- Digital River. See Ex. 9B
- Preview Travel. See Ex. 13B
- Tobin. See Ex. 17B
- Arnold. See Ex. 23B
- ViaWeb Prior Art. See Ex. 43B
- ShopSite Prior Art. See Ex. 44B

The combination of any of these references with IBM renders claims 13, 17, 20, 21, and 23 of the '572 Patent invalid.

## g. ViaWeb Prior Art

ViaWeb Prior Art discloses "capturing a look and feel description associated with a host website," as that term is apparently construed by Plaintiff<sup>17</sup>. *See* Ex. 44B. To the extent the capturing element or any other claim element is argued or found not to be adequately disclosed in ViaWeb Prior Art, it would have been obvious to one of ordinary skill in the art to combine the teachings of ShopSite Prior Art and IBM Net.Commerce with the teachings of ViaWeb Prior Art to meet that claim limitation of the '572 Patent because a teaching, suggestion, or motivation exists to combine the teachings of ShopSite Prior Art and IBM Net.Commerce with the teachings of ViaWeb Prior Art. For example, ViaWeb Prior Art teaches software that a host can use to create an e-commerce outsourcing system or process to sell commerce objects. *See* ViaWeb Prior Art; Ex. 44B. Similarly, ShopSite Prior Art and IBM Net.Commerce teaches software that

<sup>&</sup>lt;sup>17</sup> Defendants' invalidity position regarding the "capturing" element of claim 8 is presented in the alternative, and should not be construed as an admission that Plaintiff's apparent construction of this term as applied to the accused products is correct.

a host can use to create an e-commerce outsourcing system or process to sell commerce objects. *See* Ex. 14B and Ex. 43B. When confronted with the problem of creating an e-commerce outsourcing system or process, one of ordinary skill in the art would have been motivated to consider the techniques taught by ShopSite Prior Art and the IBM Net.Commerce, and to combine such teachings with the teachings of ViaWeb Prior Art to arrive at the alleged invention recited in the claims of the '135 Patent. See Ex. 45B.

Alternatively, to one of ordinary skill in the art, it would have been obvious to try to combine ViaWeb Prior Art with ShopSite Prior Art and IBM Net. because both references teach a host website and a system where a host website uses an e-commerce outsource provider to sell goods on the host website. *KSR* at 402-403.

Additionally, and for the reasons stated above with respect to ShopSite Prior Art and IBM Net.Commerce, ViaWeb Prior Art can be combined with any of the following references to yield predictable results:

- Travelocity. See Ex. 8B
- Digital River. See Ex. 9B
- TravelNow.com. See Ex. 10B
- ITN/Get There. See Ex. 12B
- Preview Travel. See Ex. 13B
- Saliba. See Ex. 31B
- Moore. See Ex. 1B
- Kelly. See Ex. 4B
- Digital River. See Ex. 9B
- Preview Travel. See Ex. 13B
- Tobin. See Ex. 17B
- Arnold. See Ex. 23B

The combination of any of these references with IBM renders claims 13, 17, 20, 21, and 23 of the '572 Patent invalid.

#### C. Additional Prior Art

As noted above with respect to the '135 Patent, Defendants are investigating additional prior art, including commercial software programs, and are attempting to obtain related documentation and information. For the reasons described above with respect to the '135 Patent, Defendants reserve the right to amend and supplement this disclosure with additional prior art as needed.

## D. 35 U.S.C. § 112

Asserted claims 13, 17, 20, 21 and 23 of the '572 Patent are invalid for failure to comply with either the definiteness and/or enablement requirement of 35 U.S.C. § 112. In addition, one or more of these claims are invalid under 35 U.S.C. § 112, ¶1, for lack of an adequate written description.

#### 1. Claims 13 and 17 are Indefinite

Claims 13 and 17 of the '572 Patent fail to particularly point out and distinctly claim the subject matter which the applicant regards as his invention. As such, claims 13 and 17 are invalid under 35 U.S.C. § 112, ¶2 as indefinite. Attached as Amended Exhibit 33B is a chart specifically identifying the § 112 indefiniteness issues. Dependent claims 20, 21 and 23 are each invalid as depending from an indefinite claim.

## 2. Claims 13 and 17 Are Not Enabled

The specification of the '572 patent does not provide disclosure sufficient to enable a person of ordinary skill in the art to practice the claimed invention without undue experimentation. In particular, independent claims 13 and 17 are not enabled. Each of these claims recites a "link correlated with a commerce object" limitation, requiring that the host website include such a link.

In its claim construction order, the Court substantially adopted Plaintiff's proposed

construction of this term, construing the term "link" to mean "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." [DI 309 at 17] In accepting this definition, the Court rejected Defendants' proposal that the claimed "link" must be limited to an HTML link. There is no enabling disclosure in the '572 patent specification that would support a system wherein the host webpage includes "non-HTML" links, as would be permitted under the broad scope of the Court's construction. Indeed, the entire disclosure related to the "Link Generator" is specifically premised upon the use of HTML code for generating and embedding the link. [See '572 at 15:10-54]. There is no disclosure that would enable a person of ordinary skill to generate and embed "non-HTML" links. Accordingly, Independent Claims 13 and 17 (as well as any claims depending therefrom) are invalid under 35 U.S.C. § 112 for lack of enablement.

# E. Invalidity Under 35 U.S.C. §§ 101 and 116

See Section II.D.2.b, supra. The same analysis applies with respect to the '572 Patent.

The asserted independent claims of the '572 Patent are claims 13 and 17. For the same reasons identified above 18, the independent claims are directed to unpatentable subject matter.

Moreover, the asserted dependent claims 20, 21 and 23 of the '572 add no meaningful limitations to the independent claims and are similarly directed to unpatentable subject matter.

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 <sup>&</sup>lt;sup>18</sup> Independent claim 13 is a system claim with similar limitations to process claim 17.
 DEFENDANTS' AMENDED INVALIDITY CONTENTIONS
 PURSUANT TO LOCAL PATENT RULE 3-6-49

## IV. U.S. PATENT NO. 7,818,399

### A. Identification of Prior Art

Pursuant to Patent Rule 3-3(a), Defendants identify the following prior art ("the '399 Patent's Invalidating Art") now known to them to anticipate claims 1, 3, 7 and 19 of the '399 Patent, either expressly or inherently as understood by a person having ordinary skill in the art, at least under the claim constructions apparently adopted by DDR as based on review of DDR's infringement contentions. In some instances, Defendants treated certain prior art as anticipatory where certain elements are inherently present based on DDR's apparent claim construction in its infringement contentions.

The following patents and publications are prior art under at least 35 U.S.C. §§ 102(a), (b), (e), (f), and/or (g), and the charts found in Exhibits 1C-10C, 12C-13C, 17C-20C, 23C-27C, 30C-32C and 43C-44C specify the invalidity basis for such patents and publications.

|     | PRIOR ART PATENTS  | Filing<br>Date   | Issue<br>Date                     | Exh. |
|-----|--|--|-----------------------------------|------|
| 1.  | U.S. Patent 6,330,575 (Moore)<br>[DFNDT0000180-0000206]  | Mar. 31, 1998  | Dec. 11, 2001                     | 1C   |
| 2.  | U.S. Patent 6,490,567 (Gregory) [DFNDT0000144-0000162]   | Jan. 15, 1997  | Dec. 3, 2002                      | 2C   |
| 3.  | [RESERVED]   |  |                                   |      |
| 4.  | U.S. Patent 6,209,007 (Kelley) [DFNDT0000163-0000179]    | Nov. 26, 1997  | Mar. 27,2001                      | 4C   |
| 5.  | WO 1999/ 046709 A1 (Voorhees)<br>[DFNDT0000239-0000293]  | Mar. 11, 1998  | Sept. 16, 1999 (publication date) | 5C   |
| 6.  | U.S. Patent 5,870,717 (Wiecha) [DFNDT0000217-0000238]    | Nov. 13, 1995  | Feb. 9, 1999                      | 6C   |
| 7.  | U.S. Patent 6,141,666 (Tobin) [DFNDT0000001-0000053]     | Jan 21, 1997 (claiming priority to provisional filed Jan 22, 1996) | Oct. 31, 2000                     | 17C  |
| 8.  | U.S. Patent 6,128,655 (Fields) [DFNDT0000054-0000076]    | July 10, 1998  | Oct. 3, 2000                      | 18C  |
| 9.  | U.S. Patent 5,991,740 (Messer)<br>[DFNDT0000114-0000131] | June 10, 1997  | Nov. 23, 1999                     | 19C  |
| 10. | U.S. Patent 6,016,504 (Arnold)<br>[DFNDT0000076-0000113] | Aug. 28, 1996  | Jan. 18, 2000                     | 23C  |

|     | PRIOR ART PATENTS  | Filing<br>Date  | Issue<br>Date                   | Exh. |
|-----|--|---|---------------------------------|------|
| 11. | U.S. Patent Application<br>US2002/0065772 (Saliba)<br>[DFNDT0000294-0000313] | Nov. 26, 2001<br>(continuation of<br>application filed June<br>8, 1998) | May 30, 2002 (publication date) | 31C  |

|    | PRIOR ART PUBLICATIONS <sup>19,20</sup>   | Exh. |
|----|---|------|
| 1. | [RESERVED]  |      |
| 2. | Travelocity Previous Co-Branding including Yahoo!, Japan Airlines, Netscape, US | 8C   |
|    | Airways, and Online Italia [DFNDT0000314-0000431] (Travelocity Co-Branding)     |      |
| 3. | Digital River Secure Sales System <sup>21</sup> (Digital River SSS)             | 9C   |
| 4. | TravelNow.com [DFNDT0000432-0000487, HOT000358 (CD)] ( <i>TravelNow</i> )       | 10C  |
| 5. | ITN/Get There [DFNDT0000559-0000595 ] (ITN)                                     | 12C  |
| 6. | Preview Travel [DFNDT0000596-000855] (Preview)                                  | 13C  |
| 7. | [RESERVED]  |      |
| 8. | SexToy.com [DFNDT000945-0001081] (SexToy)                                       | 24C  |

<sup>&</sup>lt;sup>19</sup> The parentheticals in this chart identify a shortened name for the publication. For example, "Digital River SSS" means that the reference Digital River Secure Sales System may be referred to herein by the shortened name *Digital River SSS*.

<sup>&</sup>lt;sup>20</sup> The parentheticals in italics identify that the reference relates to a prior art system or software product identified further below. For example, "*Travelocity Co-Branding*" means that a system or software product identified by the shortened name Travelocity Co-Branding is identified below in the Prior Art Systems list.

<sup>&</sup>lt;sup>21</sup> The DR SSS can be found at the following production numbers: DR000001-115, DR001002-1003, DR001141-1143, DR001247, DR002313, DR004319-90, DR011752-11753, DR011948, DR012171, DR012399, DR012486-12487, DR012586, DR013400-13401, DR013404-13410, DR013718-13720, DR013998-14003, DR014005-14007, DR014211, DR014452-14453, DR014553-14555, DR014746-14747, DR014794, DR015415, DR015956, DR016261-16268, DR016300-16305, DR016499-16552, DR016751, DR016754-16755, DR017056, DR017278, DR018176, DR018642-43, DR018660, DR019032, DR019161, DR019348, DR019354-19357, DR020394, DR020395-20398, DR020584, DR020638, DR020696, DR020730, DR020807, DR020915-20916, DR020931-33, DR021425, DR021508, DR021688, DR021824, DR021884, DR021996, DR022112-22116, DR022212, DR022232, DR022291, DR022295-22296, DR022379, DR022396, DR022595, DR022645, DR022671-22672, DR022714, DR022732-22733, DR023055-23059, DR023093, DR023095, DR023202, DR023236, DR023264, DR023328, DR023359, DR023404, DR023442, DR023746, DR023884, DR023887-23888, DR024342, DR024360, DR024369, DR024389, DR024415, DR024512, DR024532, DR024601, DR024649, DR024675, DR024693, DR024736, DR024844, DR024880, DR025125, DR025142, DR025445-25446, DR025637, DR025786, DR025814, DR025816, DR025821-25823, DR025922, DR025990, DR026068, DR026163, DR026303, DR026323, DR026516, DR026692-26766, DR026771-DR033425, DR034606-07, DR034615-16, DR036047-104, DR036800-DR036802, DR037478-DR037479, DR059440-DR059447, DR074511-074937, DR004245-66, DR006649-86.

|     | PRIOR ART PUBLICATIONS <sup>19,20</sup>                                | Exh. |
|-----|--|------|
| 9.  | One & Only [DFNDT0001690-0001722]                                      | 25C  |
|     | One & Only Network [DFNDT0001723-0001794]                              | 26C  |
|     | (OAO)  |      |
| 10. | IBM Prior Art [DFNDT0001795-0001927] (IBM)                             | 27C  |
| 11. | IBM Net.Commerce for OS390 [DFNDT0001082-0001301] (Net.Commerce)       | 30C  |
| 12. | CompuServe Information System [DFNDT0001302-0001535, DFNDT_CD_0001,    | 32C  |
|     | DR074511-56] (CIS)   |      |
| 13. | ShopSite Prior Art   | 43C  |
|     | [DFNDT0004658-0004683, 5052-5059, 5069-5080, 5096-50105, 5111-5123,    |      |
|     | 5141-5167, 5206-5267]  |      |
| 14. | ViaWeb Prior Art   | 44C  |
|     | [DFNDT0004356-0004657, 5052-59, 5069-5080, 5096-5105, 5111-5123, 5141- |      |
|     | 5167, 5206-5267]   |      |

The following systems or software products are prior art under at least 35 U.S.C. §§ 102(a), (b), (f) and/or (g).<sup>22</sup> Although Defendants' investigation continues, information available to date indicates that each system or software product was (1) known or used in this country before the alleged invention of the claimed subject matter of the asserted claims, (2) was in public use and/or on sale in this country and/or was the subject of a printed publication more than one year before the filing date of the patent, and/or (3) was invented by another who did not abandon, suppress, or conceal, before the alleged invention of the claimed subject matter of the asserted claims.

|    | PRIOR ART SYSTEMS       |
|----|-------------------------|
| 1. | Travelocity Co-Branding |
| 2. | Digital River SSS       |
| 3. | TravelNow               |
| 4. | ITN                     |
| 5. | Preview                 |
| 6. | [RESERVED]              |
| 7. | SexToy                  |
| 8. | OAO                     |

<sup>&</sup>lt;sup>22</sup> Digital River asserts a defense under 35 U.S.C. § 273 in view of the Digital River Secure Sales System. *See* Exs. 9A-9C. Travelocity also asserts a defense under 35 U.S.C. § 273 in view of Travelocity's systems. *See* Exs. 8A-8C. Expedia also asserts a defense under 35 U.S.C. § 273 in view of Hotels.com's previous system. *See* Exs. 10A-10C.

|     | PRIOR ART SYSTEMS |
|-----|-------------------|
| 9.  | IBM               |
| 10. | Net.Commerce      |
| 11. | CIS               |

#### B. Obviousness

Defendants further contend under P.R. 3-2(b) that claims 1, 3, 7 and 19 of the '399 Patent are invalid as obvious under 35 U.S.C. § 103. Defendants incorporate, as if fully set forth herein, Section D.2.b, *infra*, related to obviousness.

### 1. Claim Overview: 1, 3, 7 and 19

In addition to these overarching factors that render the alleged invention obvious in light of the prior art, the following discussion provides more particular analysis tailored to the various asserted claims.

### a. Claims 1 and 19

As mentioned above, by the asserted priority date of the alleged invention, persons of skill in the art were already familiar with e-commerce outsourcing processes for serving webpages offering commercial opportunities by dynamically generating and transmitting a second web page in response to the activation of a link by a visitor of a first web page. It was also well-established that the second web page may have visually perceptible elements from the first web page so that the visitor perceives that he did not leave the first web page. To accomplish this it was well known that pre-stored data related to the first page must be stored and later retrieved in the process of generating the second web page. Moreover, in order to retrieve that information, the storage location had to be coupled to the server. Host websites frequently were given specific links to include on their webpages which by the very nature of the Internet resulted in a second page being served to the user upon activation and such links often resulted in an e-commerce related webpage being returned to the user. In these e-commerce

outsourcing processes it was common that three parties were involved in the sale of a commerce object over the Internet – a merchant, an outsource provider, and the owner of the first web page.

#### b. Claim 3

It was well known in the art that a webpage could include visually perceptible elements, including navigational links, as required by claim 3. (HTML specifically allowed for including navigational links on a webpage). Associating such navigational links, embedded in a webpage, with the visually perceptible elements on the page would have been well known to one of skill in the art.

### c. Claim 7

It was well known in the art that e-commerce web pages included electronic catalog information having a number of commercial offerings and a manner to search for desired commercial offerings through a hierarchical set of navigation links. This configuration for electronic catalogs on the Internet was well known to one of skill in the art.

# 2.35 U.S.C. § 103 Combinations

In addition to the above discussion, certain particular combinations bear further explanation:

- Tobin, Fields and Saliba [Ex. 34C]
- Travelocity and Wiecha [Ex. 35C]
- Saliba and DR SSS [Ex. 36C]
- Saliba and Moore [Ex. 39C]
- DR SSS and Wiecha [Ex. 38C]
- SexToy, Saliba and Fields [Ex. 40C]
- IBM, Saliba and Fields [Ex. 42C]
- ViaWeb Prior Art and ShopSite Prior Art and IBM Net.Commerce Prior Art [Ex. 45C]

## a. U.S. Patent No. 6,141,666 ("Tobin")

Tobin discloses "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 claims 1 and 19. See Ex. 17C, at 1(a) and 19(a). To the extent the this element or any other claim element is argued or found not to be adequately disclosed in Tobin, it would have been obvious to one of ordinary skill in the art to combine the teachings of the published Saliba '278 application with the teachings of Tobin to meet that claim limitation of the '399 Patent because a teaching, suggestion, or motivation exists to combine the teachings of Saliba with the teachings of Tobin. See Ex. 34C. For example, Tobin teaches an Internet site, providing floral and gift products (of FTD, Nature's Bloom, Hickory Farms, etc.) through web site pages that are customized to the requirements of the hosts. See Ex. 17C. Similarly, Saliba teaches an e-commerce outsourcing process related to systems and methods for presenting electronic bills to customers of a financial institution, such as a bank. 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. A new Web page that incorporates the customer's bills is then presented to the customer. See Ex. 31C. Fields teaches an outsourcing system that retrieve from a storage coupled to the server pre-stored data associated with the source page. Accordingly, one of ordinary skill in the art would be motivated to combine the teaching of Saliba '278 and Fields' 655 with the teaching of Tobin to arrive at the alleged invention recited in the claims of the '399 Patent because it would enable a sale to be completed using a second webpage (or composite web page) without the buyer knowingly leaving the affiliate's site. Sernaker at 994-95.

Alternatively, to one of ordinary skill in the art, it would have been obviously to try to combine Tobin with Saliba and Fields because all three references teach a method and system

where a host website uses an outsource provider to sell goods on the host website. *KSR at* 402-403.

Additionally, and for the reasons stated above with respect to Saliba and Fields, Tobin can be combined with any of the following references to yield predictable results:

A host website, an e-commerce outsource provider, and a merchant's goods, etc.

- Travelocity. See Ex. 8C
- Digital River. See Ex. 9C
- TravelNow.com. See Ex. 10C
- ITN/Get There. See Ex. 12C
- Preview Travel. See Ex. 13C
- Saliba. See Ex. 31C
- ViaWeb Prior Art. See Ex. 43C
- ShopSite Prior Art. See Ex. 44C

The combination of any of these references with Tobin renders claims 1, 3, 7 and 19 of the '399 Patent invalid.

## b. Travelocity

Travelocity discloses "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 claims 1 and 19 of the '399 patent. *See* Ex. 8C, at 1(a) and 19(a). To the extent the host website, the second website (or composite web page), the selected commerce object, or any other claim element is argued or found not to be adequately disclosed in Travelocity, it would have been obvious to one of ordinary skill in the art to combine the teachings of Wiecha '717 with the teachings of Travelocity to meet that claim limitation of the asserted patents because a teaching, suggestion, or motivation exists to combine the teachings of Wiecha with the teachings of Travelocity. See Ex. 35C. For example, Travelocity teaches that a visitor to Yahoo! Travel could select airline tickets, car rentals, and hotel reservations via the co-branded page served by SABRE Interactive. *See* Ex. 8C. Further, Travelocity teaches serving to the visitor computer from the second website

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. Wiecha '717 discloses a corporate computer network for

ordering products from numerous electronic catalogs that are accessible by employees of that

corporation. See Wiecha at Abstract. The employees may research, select, and process the

purchase of the products provided in the electronic catalogs. Both Travelocity and Wiecha

disclose electronic commerce systems that are directed to efficiently selling commerce objects

through a computer network.

Accordingly, one of ordinary skill in the art would be motivated to combine the teaching

of Wiecha with the teaching of Travelocity to arrive at the alleged invention recited in the claims

of the asserted patents because it would enable an e-commerce provider to provide a host website

with a hyperlink to a co-branded page, where the link is correlated with a selected commerce

object such as air, hotel, or car reservation.

Additionally, and for the reasons stated above with respect to Wiecha, Travelocity can be

combined with any of the following references to yield predictable results:

A host website, an e-commerce outsource provider, and a merchant's goods, etc.

IBM. See Ex. 27C

Digital River. See Ex. 9C

TravelNow.com. See Ex. 10C

• ITN/Get There. See Ex. 12C

Preview. See Ex. 13C

Saliba. See Ex. 31C

ViaWeb Prior Art. See Ex. 43C

ShopSite Prior Art. See Ex. 44C

The combination of any of these references with Wiecha renders claims 1, 3, 7 and 19 of

the '399 Patent invalid.

U.S. Patent Application No. 09/995,278 ("Saliba") c.

DEFENDANTS' AMENDED INVALIDITY CONTENTIONS

PURSUANT TO LOCAL PATENT RULE 3-6-57

Saliba discloses all limitations of the '399 Patent; and, one skilled in the art would also

understand that Saliba could be combined with U.S. Patent No. 6,330,575 ("Moore"). Likewise,

this combination discloses all claim limitations of the '399 Patent. See Ex. 39C.

There is motivation to combine Saliba and Moore 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 discloses an electronic financial system for providing financial services

over the Internet and includes multiple billers, a service center, and multiple financial

institutions. See Saliba at Abstract. Moore discloses development applications for a merchant to

utilize in the design of its Web page or Web site that allow the merchant to become part of a

distributed Internet commerce system for selling its products. See Moore at Abstract. Both

Saliba and Moore disclose electronic commerce systems that are directed to offering commerce

objects over the Internet.

Additionally, and for the reasons stated above with respect to Moore, Saliba can be

combined with any of the following references to yield predictable results:

• Kelley. See Ex.4C

• Wiecha. See Ex.6C

• Travelocity. See Ex.8C

• DR SSS Prior Art. See Ex.9C

• TravelNow.com. See Ex.10C

ITN/Get There. See Ex.12C

Preview Travel. See Ex. 13C

Tobin. See Ex.17C

• Fields. See Ex.18C

• SexToy.com. See Ex.24C

ViaWeb Prior Art. See Ex. 43C

ShopSite Prior Art. See Ex. 44C

The combination of any of those references with Saliba renders claims 1, 3, 7 and 19 of

the '399 Patent invalid.

DEFENDANTS' AMENDED INVALIDITY CONTENTIONS

PURSUANT TO LOCAL PATENT RULE 3-6-58

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Moreover, one skilled in the art would understand that Saliba could be combined with the Digital River Secure Sales System ("Digital River SSS"). Likewise, this combination discloses all claim limitations of the '399 Patent. See Ex. 36C.

There is motivation to combine Saliba 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 discloses an electronic financial system for providing financial services over the Internet and includes multiple billers, a service center, and multiple financial institutions. *See* Saliba at Abstract. The Digital River Secure Sales System brought together manufacturers and dealers enabling them to sell and deliver products via the Internet through vendor websites. *See* Exhibit 9C. Both Saliba and Digital River SSS disclose electronic commerce systems that are directed to offering commerce objects over the Internet.

Additionally, and for the reasons stated above with respect to Digital River SSS, Saliba can be combined with any of the following references to yield predictable results:

- Moore. See Ex.1C
- Kelley. See Ex.4C
- Wiecha. See Ex.6C
- Travelocity. See Ex.8C
- TravelNow.com. See Ex.10C
- ITN/Get There. See Ex.12C
- Preview Travel. See Ex. 13C
- Tobin. See Ex.17C
- Fields. See Ex.18C
- SexToy.com. See Ex.24C
- ViaWeb Prior Art. See Ex. 43C
- ShopSite Prior Art. See Ex. 44C

The combination of any of those references with Saliba renders claims 1, 3, 7 and 19 of the '399 Patent invalid.

d. Digital River Secure Sales System ("Digital River SSS")

The Digital River SSS Prior Art discloses all claim limitations of the '399 Patent; and, one skilled in the art would also understand that the Digital River SSS Prior Art could be combined with U.S. Patent No. 5,870,717 ("Wiecha"). Likewise, this combination discloses all claim limitations of the '399 Patent. See Ex. 38C.

According to Plaintiff's Amended Infringement Contentions regarding the Digital River System, there is a motivation to combine the Digital River SSS Prior Art with Wiecha '717 because both are related to e-commerce outsourcing processes for selling commerce items over a computer network and thus are in the same field of endeavor. The Digital River SSS brought together manufacturers and dealers enabling them to sell and deliver products via the Internet through vendor websites. *See* Exhibit 9C. Similarly, Wiecha discloses a corporate computer network for ordering products from numerous electronic catalogs that are accessible by employees of that corporation. *See* Wiecha at Abstract. The employees may research, select, and process the purchase of the products provided in the electronic catalogs. Both the Digital River SSS and Wiecha disclose electronic commerce systems that are directed to efficiently selling commerce objects through a computer network. See Ex. 38C.

Additionally, and for the reasons stated above with respect to Wiecha, the DR SSS Prior Art can be combined with any of the following references to yield predictable results:

- Moore. See Ex.1C
- Bollay. See Ex.3C
- Kelley. See Ex.4C
- Travelocity. See Ex.8C
- TravelNow.com. See Ex.10C
- ITN/Get There. See Ex.12C
- Preview Travel. See Ex. 13C
- Tobin. See Ex.17C
- Fields. See Ex.18C
- SexToy.com. See Ex.24C
- Saliba. See Ex.31C
- ViaWeb Prior Art. See Ex. 43C

• ShopSite Prior Art. See Ex. 44C

The combination of any of those references with the DR SSS Prior Art renders claims 1, 3, 7 and 19 of the '399 Patent invalid.

### e. SexTov

SexToy discloses "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 claims 1 and 19. See Ex. 24C, at 1(a) and 19(a). To the extent that this element or any other claim element is argued or found not to be adequately disclosed in SexToy, it would have been obvious to one of ordinary skill in the art to combine the teachings of the published Saliba '278 application with the teachings of SexToy to meet that claim limitation of the '399 Patent because a teaching, suggestion, or motivation exists to combine the teachings of Saliba with the teachings of SexToy. See Ex. 40C. For example, SexToy teaches a process and system that where adult webmasters (i.e., affiliates) set up, customize, and brand their own sex toy stores with Convergence, Inc. handling billing, fulfillment, the shipping (via a third party), and customer service. See Ex. 24C. Similarly, Saliba teaches an e-commerce outsourcing process related to systems and methods for presenting electronic bills to customers of a financial institution, such as a bank. 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. A new Web page that incorporates the customer's bills is then presented to the customer. See Ex. 31A at 8(b). Fields teaches an outsourcing system that retrieve from a storage coupled to the server pre-stored data associated with the source page. Accordingly, one of ordinary skill in the art would be motivated to combine the teaching of Saliba '278 and Fields '655 with the teaching of SexToy to arrive at the alleged invention recited

in the claims of the '399 Patent because it would enable a sale to be completed using a second webpage (or composite web page) without the buyer knowingly leaving the affiliate's site.

Sernaker at 994-95.

Alternatively, to one of ordinary skill in the art, it would have been obviously to try to combine SexToy with Saliba and Fields because all three references teach a method and system where a host website uses an outsource provider to sell goods on the host website. *KSR at* 402-3.

Additionally, and for the reasons stated above with respect to Saliba and Fields, SexToy can be combined with any of the following references to yield predictable results:

A host website, an e-commerce outsource provider, and a merchant's goods, etc.

- Travelocity. See Ex. 8C
- Digital River. See Ex. 9C
- TravelNow.com. See Ex. 10C
- ITN/Get There. See Ex. 12C
- Preview Travel. See Ex. 13C
- Saliba. See Ex. 31C
- ViaWeb Prior Art. See Ex. 43C
- ShopSite Prior Art. See Ex. 44C

The combination of any of these references with SexToy renders claims 1, 3, 7 and 19 of the '399 Patent invalid.

#### f. IBM

IBM discloses "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 claims 1 and 19. *See* Ex. 27C, at 1(a) and 19(a). To the extent the host website, the second website (or composite web page), the selected commerce object, or any other claim element is argued or found not to be adequately disclosed in IBM, it would have been obvious to one of ordinary skill in the art to combine the teachings of the published Saliba '278 application with the teachings of IBM to meet that claim limitation of the '399 Patent because a teaching, suggestion, or motivation exists

to combine the teachings of Saliba with the teachings of IBM. For example, IBM teaches that

IBM Credit Corporation provided a host website with a link to a website of IBM Corporation

where the visitors could order products of one of IBM's business partners. See Ex. 27C.

Similarly, Saliba teaches an e-commerce outsourcing process related to systems and methods for

presenting electronic bills to customers of a financial institution, such as a bank. 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.

A new Web page that incorporates the customer's bills is then presented to the customer. See Ex.

31C. Fields teaches an outsourcing system that retrieve from a storage coupled to the server pre-

stored data associated with the source page. Accordingly, one of ordinary skill in the art would

be motivated to combine the teaching of Saliba and Fields with the teaching of IBM to arrive at

the alleged invention recited in the claims of the '399 Patent because it would enable a sale to be

completed using a second website (or composite web page) without the buyer knowingly leaving

the affiliate's site. See Sernaker at 994-95.

Alternatively, to one of ordinary skill in the art, it would have been obviously to try to

combine IBM with Saliba and Fields because all three references teach a host website and a

system where a host website uses an outsource provider to sell goods on the host website. KSR

at 402-403.

Additionally, and for the reasons stated above with respect to Saliba and Fields, IBM can

be combined with any of the following references to yield predictable results:

A host website, an e-commerce outsource provider, and a merchant's goods, etc.

- Travelocity. See Ex. 8C
- Digital River. See Ex. 9C
- TravelNow.com. See Ex. 10C
- ITN/Get There. See Ex. 12C
- Preview Travel. See Ex. 13C

DEFENDANTS' AMENDED INVALIDITY CONTENTIONS

PURSUANT TO LOCAL PATENT RULE 3-6-63

• Saliba. See Ex. 31C

ViaWeb Prior Art. See Ex. 43C

• ShopSite Prior Art. See Ex. 44C

The combination of any of these references with IBM renders claims 1, 3, 7 and 19 of the '399 Patent invalid.

### g. ViaWeb Prior Art

ViaWeb Prior Art discloses "the selected merchant, the outsource provider, and the owner of the first web page" are each third parties with respect to one other and the other elements of claims 1, 3, 7, and 19. See Ex. 27C. To the extent the host website, the second website (or composite web page), the selected commerce object, or any other claim element is argued or found not to be adequately disclosed in ViaWeb Prior Art, it would have been obvious to one of ordinary skill in the art to combine the teachings of ShopSite Prior Art and IBM Net. Commerce with the teachings of ViaWeb Prior Art to meet that claim limitation of the '399 Patent because a teaching, suggestion, or motivation exists to combine the teachings of ShopSite Prior Art and IBM Net.Commerce with the teachings of ViaWeb Prior Art. For example, ViaWeb Prior Art teaches systems and methods that can be used to serve web pages offering commercial opportunities. See ViaWeb Prior Art; Ex. 44C. Similarly, ShopSite Prior Art and IBM Net.Commerce teaches systems and methods that can be used to serve web pages offering commercial opportunities. See Ex. 30C and Ex. 43C. When confronted with the problem of creating systems and methods that can be used to serve web pages offering commercial opportunities, one of ordinary skill in the art would have been motivated to consider the techniques taught by ShopSite Prior Art and the IBM Net.Commerce, and to combine such teachings with the teachings of ViaWeb Prior Art to arrive at the alleged invention recited in the claims of the '399 Patent. See Ex. 45C.

Alternatively, to one of ordinary skill in the art, it would have been obvious to try to

combine ViaWeb Prior Art with ShopSite Prior Art and IBM Net. because both references teach

a host website and a system where a host website uses an e-commerce outsource provider to sell

goods on the host website. KSR at 402-403.

Additionally, and for the reasons stated above with respect to ShopSite Prior Art and

IBM Net.Commerce, ViaWeb Prior Art can be combined with any of the following references to

yield predictable results:

• Travelocity. See Ex. 8C

• Digital River. See Ex. 9C

TravelNow.com. See Ex. 10C

• ITN/Get There. See Ex. 12C

• Preview Travel. See Ex. 13C

• Saliba. See Ex. 31C

• Moore. See Ex. 1C

• Kelly. See Ex. 4C

• Digital River. See Ex. 9C

• Preview Travel. See Ex. 13C

• Tobin. See Ex. 17C

The combination of any of these references with IBM renders claims 1, 3, 7 and 19 of the

'399 Patent invalid.

C. Additional Prior Art

As noted above with respect to the '135 Patent, Defendants are investigating additional

prior art, including commercial software programs, and are attempting to obtain related

documentation and information. For the reasons described above with respect to the '135 Patent,

Defendants reserve the right to amend and supplement this disclosure with additional prior art as

needed.

D. 35 U.S.C. § 112

DEFENDANTS' AMENDED INVALIDITY CONTENTIONS

PURSUANT TO LOCAL PATENT RULE 3-6-65

Asserted claims 1, 3, 7 and 19 of the '399 Patent are invalid for failure to comply with the written description and enablement requirement of 35 U.S.C. § 112. In addition, one or more of these claims are invalid under 35 U.S.C. § 112, ¶1, for lack of an adequate written description.

#### 1. Claims 1 and 19 Are Indefinite

Claims 1 and 19 of the '399 Patent fail to particularly point out and distinctly claim the subject matter which the applicant regards as his invention. As such, claims 1 and 19 are invalid under 35 U.S.C. § 112, ¶2 as indefinite. Attached as Amended Exhibit 33C is a chart specifically identifying the § 112 indefiniteness issues. Dependent claims 3 and 7 are also each invalid as depending from an indefinite claim.

### 2. Claims 1 and 19 Are Not Enabled

## a. The "third party" Limitation

The specification of the '399 patent does not provide disclosure sufficient to enable a person of ordinary skill in the art to practice the claimed invention without undue experimentation. In particular, independent claims 1 and 19 are not enabled. Each of these claims recite a "third party" limitation, requiring that the selected merchant, the outsource provider, and the owner of the first web-page are *third parties* with respect to each other. In its claim construction order, the Court adopted Plaintiff's proposed construction of this term, construing the term "third parties" to mean "*separate legal entities under separate control*." [DI 309 at 27] The specification of the '399 patent, however, contains no discussion sufficient to inform a person of ordinary skill that the disclosed e-commerce system would encompass systems wherein the selected merchant, the outsource provider, and the owner of the first web-page are "separate legal entities under separate control." Indeed, there is no discussion in the

specification regarding the respective legal relationships among these parties.<sup>23</sup> Rather, the specification teaches that Hosts and Merchants may often *not* be "third parties" with respect to each other at all:

"There are three main parties in the outsourced e-commerce relationship, excluding the end consumer. These parties include Merchants, Hosts, and the e-commerce outsource provider. *This folds into two parties where one party plays the dual role of Host and Merchant*." ['399 at 22:9-13]

The fact that a single party may "play the role" of both Host and Merchant would indicate to a person of ordinary skill that these are not "separate legal entities under separate control" as required by the claims. Accordingly, Independent Claims 1 and 19 (as well as any claims depending therefrom) are invalid under 35 U.S.C. § 112 for lack of enablement.

#### b. The "link" Limitation

The specification of the '399 patent does not provide disclosure sufficient to enable a person of ordinary skill in the art to practice the claimed invention without undue experimentation. In particular, independent claims 1 and 19 are not enabled. Each of these claims recite a "link" or an "active link" limitation, requiring that the host website include such a link.

In its claim construction order, the Court substantially adopted Plaintiff's proposed construction of this term, construing the term "link" to mean "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." [DI 309 at 17] In accepting this definition, the Court rejected Defendants' proposal that the claimed "link" must be limited to an HTML link. There is no enabling disclosure in the '399 patent specification that would support a system wherein the

<sup>&</sup>lt;sup>23</sup> The reference to "third parties" contained in the Abstract of the '399 patent is new matter that was not presented in the prior '572 and '135 patents.

DEFENDANTS' AMENDED INVALIDITY CONTENTIONS

PURSUANT TO LOCAL PATENT RULE 3-6-67

host webpage includes "non-HTML" links, as would be permitted under the broad scope of the Court's construction. Indeed, the entire disclosure related to the "Link Generator" is specifically premised upon the use of HTML code for generating and embedding the link. [See '399 at 14:10-15:5]. There is no disclosure that would enable a person of ordinary skill to generate and embed "non-HTML" links. Accordingly, for at least this additional reason, independent Claims 1 and 19 (as well as any claims depending therefrom) are invalid under 35 U.S.C. § 112 for lack of enablement.

### E. INVALIDITY - DOUBLE PATENTING

35 U.S.C. § 101 precludes an inventor from receiving more than one patent for the same invention. The related non-statutory doctrine of double-patenting extends the statutory provision "to prevent issuance of a patent on claims that are nearly identical to claims in an earlier patent." *See Eli Lilly and Co. v. Teva Pharmaceuticals USA, Inc.*, 619 F.3d 1329, 1341-1342 (Fed. Cir. 2010). In evaluating invalidity based on double patenting, the primary inquiry is "whether the claims in the latter patent are more than a "slight variant" from the claims in the earlier patent." *Id.* Because the claims of the asserted '399 patent are nothing more than a slight variant from the claims of the previously issued '572 and '135 patents, the '399 patent is invalid under the judicially created doctrine of obviousness-type double patenting.<sup>24</sup>

All the limitations in independent claims 1 and 19 of the '399 are also present in, or are mere slight variants of, one or more claims of the related '572 and '135 patents. Two claim charts demonstrating the claim correspondence are provided as Exhibits 46A and 46B. The similarity among claim elements for these claims is either directly apparent or is inherent based

Moreover, no terminal disclaimer has been filed with respect to the '399 patent that would be sufficient to cure the double-patenting problem.

on the agreed claim constructions in this case. For example, both claims 1 and 19 of the '399 patent include a limitation regarding the "third party" status of merchants, owners of the first webpage, and outsource providers:

- (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; ['399, cl. 1 at 26:57-59]
- (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; ['399. cl. 19 at 28:11-14]

Although the "third party" relationship limitation recited in claims 1 and 19 of the '399 are not literally recited in the issued claims of the '572 or '135 patents, that limitation is an inherent requirement of the prior claims, based on the claim construction order issued in this case. The parties agreed to the following constructions which govern the relationship of parties as recited in all the asserted patents:

| Term  | Agreed Construction   |
|---|---|
| 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<br>provider/ecommerce<br>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). |

[See Claim Construction Order, DI 309, at 10-11] Taken together, the agreed constructions for "merchant", "Host/Owner" and "Outsource provider/ecommerce outsource provider" make clear that each of these are third parties with respect to one another. As such, this limitation is inherent in the previously issued claims of the '572 and '135 patents. As shown in the claim

charts of Exhibits 46A and 46B, claims 1 and 19 of the '399 patent are merely obvious, slight variations of the previously issued claims. Accordingly, the '399 patent is invalid under the doctrine of obviousness-type double patenting.

#### V. OBVIOUSNESS

The '572 Patent issued from an application that was a continuation that resulted in the '135 Patent. The '399 Patent issued from an application that was a continuation that resulted in the '572 Patent. As such, the specifications of all three patents-in-suit are the same and the background art applies equally to each of the asserted patents.

### A. Overview

Each anticipatory prior art reference disclosed in section A, either alone or in combination with other prior art, also renders the asserted claims obvious to one of ordinary skill in the art. In particular, each anticipatory prior art reference on its own renders obvious the claimed inventions, and also may be combined with (1) information known to persons skilled in the art at the time of the alleged invention, and/or (2) any of the other anticipatory prior art references. To the extent that DDR contends that any of the anticipatory prior art fails to disclose explicitly or inherently one or more limitations of the asserted claims, Defendants reserve the right to argue that any difference between the reference and the corresponding patent claims would have been obvious to one of ordinary skill in the art even if it has not specifically denoted that the reference is to be combined with the knowledge of a person of ordinary skill in the art. Further, Defendants reserve the right to identify other prior art references that, when combined with anticipatory prior art, would render the claims obvious.

The United States Supreme Court clarified the standard for what types of inventions are patentable. *See KSR Int'l Co. v. Teleflex, Inc.*, 550 U.S. 398, 127 S. Ct. 1727 (2007). In particular, the Supreme Court emphasized that inventions arising from ordinary innovation, ordinary skill or common sense should not be patentable. *Id.* at 1732, 1738-1739, 1742-1743, 1746. Restated, "the combination of familiar elements according to known methods is likely to

be obvious when it does no more than yield predictable results." *Id.* at 1731. Because the '135 Patent simply combines elements well known in the art and yields no more than one skilled in the art would expect from such a combination, the combination is obvious. The asserted claims are therefore invalid under 35 U.S.C. § 103 because they do nothing more than combine known techniques and apparatuses according to their known and ordinary uses to yield predictable results.

The Supreme Court further held that, "[w]hen 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, § 103 likely bars its patentability. 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 the technique is obvious unless its actual application is beyond his or her skill . . . . " Id. at 1740. Accordingly, a person of ordinary skill in the art would have been motivated to combine or adapt known or familiar methods in the art, especially where market forces prompt such variations. Here, market forces demanded that users be able to trust the electronic commerce website with which they were doing business such that one of ordinary skill in the art would have thought to combine or modify e-commerce solutions and white labeling techniques identified in the references, which one of ordinary skill in the art would have recognized as offering improvements to solutions of that time. Each of the above references described methods that were known to offer such improvements, and, accordingly, one of ordinary skill in the art would have been motivated to combine or modify the references as identified in each of the combinations above.

In fact, the background section of the patents-in-suit disclose many of the features of the

alleged inventions demonstrating that the overall result was nothing more than a predictable result of the combination of known elements. For example, the patents-in-suit recognize that affiliate programs were well known in the art. See '135 Patent 2:7-19.25 Moreover, the system of maintaining a "look and feel" with the headers, footers, and side bars were also known in the art through the use of frames. *Id.* at 2:30-32. The disclosure also makes clear that use of "links" was well known and that HTML had been well established. Id. at 1:20-22, 1:47-2:6. Moreover, these "links" could take one directly to a specific product or product category. *Id.* at 1:33-37, 1:64-2:19. The entire concept of e-commerce was also well known in the art prior to the patented inventions. Id. at 2:7-19. That is, the concept of shopping carts, collecting credit card information, purchasing products, maintaining inventory, and providing payment fees to referring websites were well established in the art. 26 Id. at 2:7-18. In fact, the background section of the patent further makes clear that the alleged inventions were mere minimal improvements over the existing art. *Id.* at 2:31-33 (noting that one prior art solution was at least "marginally effective"). Moreover, crawling webpages in order to capture the content of those pages was also well known in the art. *Id.* at 1:32-37.

Based on the disclosure of the '135 Patent itself, techniques disclosed and reduced to practice by the priority date of the claimed invention, and/or technology widely developed and implemented in commerce by the priority date of the claimed invention, the asserted claims are therefore invalid under 35 U.S.C. § 103 because they do nothing more than combine known

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<sup>&</sup>lt;sup>25</sup> Because the patents share a common specification, unless otherwise specified, all citations in this section refer to the '135 Patent.

At least the following references teach the concepts of e-commerce, shopping carts, collecting billing information, maintaining inventory, and paying fees to affiliate sites: Wiecha, IBN Net.Commerce, Amazon.com, Tobin, Moore, Gregory, , and the Digital River Secure Sales System. Any of these references can be combined with any of the anticipatory art identified above or any of the § 103 combinations below with respect to the asserted dependent claims related to a consumer completing the purchase of a specified product.

techniques and apparatus according to their known and ordinary uses to yield predictable results.

The alleged invention relates to a "transparent" way of providing an e-commerce solution. Such systems were widely developed and implemented in commerce by the priority date of the claimed invention. For example, a tremendous amount of knowledge already existed to one of skill in the art about implementing the types of solutions allegedly the subject of the asserted claims. In Section V.B, below, Defendants identify a myriad of background art references that color what one of ordinary skill in the art would have known.

In addition, while a showing of a specific "teaching, suggestion, or motivation" is no longer required in view of *KSR*, 127 S. Ct. 1727, it is nevertheless clear that ample teaching, suggestion, and motivation existed in the prior art to render the asserted claims obvious. As evidenced by the art identified as anticipatory above, one of ordinary skill in the art would have been aware of many techniques for implementing a computer-based platform that supports capturing<sup>27</sup> a "look and feel" (as that term is apparently construed by Plaintiff) and performing such white labeling processes. When confronted with the problem of providing a consumer a white-labeled website, one of ordinary skill in the art would have been motivated to consider the techniques taught by the identified anticipatory references, and to combine such teachings to arrive at the alleged invention recited in the claims of the patents-in-suit. Each of the elements of the claims of the patents-in-suit are disclosed in the identified anticipatory references and perform the same functions. "The combination of familiar elements according to known methods is likely to be obvious when it does no more than yield predictable results." *KSR*, 127 S. Ct. at 1739. "[I]f a technique has been used to improve one device, and a person of ordinary

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<sup>&</sup>lt;sup>27</sup> Defendants invalidity position regarding the "captured look and feel description" element of claim 8 of the '135 patent is presented in the alternative, and should not be construed as an admission that Plaintiff's apparent construction of this term as applied to the accused products is correct.

skill would recognize that it would improve similar devices in the same way, [then] using the technique is obvious unless its actual implementation is beyond his or her skill." *KSR*, 127 S. Ct. at 1740. Thus, the combined teaching of the identified anticipatory art, knowledge of one of ordinary skill in the art, the overall background knowledge, and the nature of the problem to be solved as a whole would have suggested the claimed combinations of elements to one of ordinary skill in the art at the time of the alleged invention.

## B. Background Art

Defendants contend that additional prior art affiliate marketing, co-branding, private labeling, e-commerce, and on-line retailing industry technologies embody each element of each asserted claim in patents-in-suit. The additional prior art discloses e-commerce outsourcing systems that (i) captured the "look and feel" description associated with the host website (as that term is apparently construed by Plaintiff), (ii) provided the host website with a link correlating the host website with a selected commerce object, and (iii) served a visitor computer with a webpage that had the same "look and feel" as the host's webpage with content based on the commerce object associated with the link.

Defendants reserve the right to rely on any of the below references to provide background as to what one of ordinary skill in the art would have known.

## 1. Prior Art System

### a. Hard Rock Hotel and Tunes

As early as August of 1997, as discussed in *Hard Rock Cafe Int'l v. Morton*, No. 97 Civ. 94833, 1999 WL 717995 (S.D.N.Y. Sept. 9, 1999) (DFNDT000488-000515), Hard Rock Hotel and Tunes used an e-commerce outsourcing system described in part as follows:

The Tunes link from the Hard Rock Hotel web site is accessed in the following way: When the computer user clicks on the "Shop"

icon on the first page of the Hard Rock Hotel web site, a page appears that includes an icon reading "record store." As of December 1997, clicking on this icon took the user to a Tunes page "framed" by a border on the left and a border on the top, each of which contained a Hard Rock Hotel logo. In the Tunes portion of the page, the computer user can listen to portions of various music CDs and/or purchase music CDs. The CDs are sold by Tunes, not by Hard Rock Hotel. No Hard Rock Hotel logo is shown on the CD packaging but Hard Rock Hotel receives a 5% commission for each of these sales. Only two CDs have been sold in this fashion through the link on the Hard Rock Hotel web site. (Tr. at 363:8-367:14, 424:2-425:2 (Stone)). *Id.* at \*15.

In *Hard Rock Hotel*, the Hard Rock Hotel/Tunes was further described as follows:

[T]he Hard Rock Hotel Mark and the Tunes site are combined together into a single visual presentation and the Hard Rock Hotel Mark is used to promote the sale of CDs by Tunes. Because the Tunes material appears as a window within the original linking page, it is not clear to the computer user that she or he has left the Hard Rock Hotel web site. The domain name appearing at the top of the computer screen, which indicates the location of the user in the World Wide Web, continues to indicate the domain name of Hard Rock Hotel, not that of Tunes. (Tr. at 367:1-4 (Stone); DX 227). The Tunes web page is reached in the same fashion as any other section of the Hard Rock Hotel web site, by clicking on a button labeled "record store" which resembles the other buttons leading to web pages maintained by Hard Rock Hotel. (Tr. at 361:12-364:4 (Stone)). The spinning globe, Hard Rock Hotel's logo, appears not only to the side of the framed Tunes web page, but also within the Tunes menu bar, on the Tunes page itself. (Tr. 368:1-10 (Stone); DX 227). The Hard Rock Hotel web site and the Tunes web page are thus smoothly integrated. In light of this seamless presentation of the Tunes web page within the Hard Rock Hotel web site, the only possible conclusion is that the Hard Rock Hotel Mark is used or exploited to advertise and sell CDs. Id. at \*25.

See also archived webpages at the relevant time (DFNDT000516-000558).

### b. Vignette

Defendants' believe that Vignette Corporation was providing a co-branded e-commerce outsourcing solution called "StoryServer" for customers prior to the critical date of the patents-in-suit. Upon information and belief, Vignette Corporation's StoryServer system would "capture DEFENDANTS' AMENDED INVALIDITY CONTENTIONS PURSUANT TO LOCAL PATENT RULE 3-6-76

look and feel elements" associated with its customer's websites (as that capturing process is apparently construed by Plaintiff), provide the customer's website with a link that correlates the customer website to a commerce object, such as a product for sale, and serve a visitor computer with a webpage that had the same "look and feel" as the customer's webpage with product content associated with the link.

Defendants continue to research this prior art to determine the full scope and depth of its teachings and its impact on the patents in suit.

## c. Century Technology Group / Nexchange Corporation

Upon information and belief, Century Technology Group and/or Nexchange Corporation may have described its e-commerce system in a printed publication, publicly used its e-commerce system, and/or offered for sale its e-commerce system more than one year before the filing date of the earliest non-provisional application of the patents in suit and possibly also more than one year before the filing date of the provisional application for the patents in suit.

Defendants continue to research this prior art to determine the full scope and depth of its teachings and its impact on the patents in suit

#### d. Weather Channel

Defendants' believe that The Weather Channel was providing a co-branded e-commerce outsourcing solution for customers prior to the critical date of the patents-in-suit. Upon information and belief, The Weather Channel would "capture look and feel elements" associated with its customer's websites (as that term is apparently construed by Plaintiff), provide the customer's website with a link that correlates the customer website to a commerce object, such as the weather, and serve a visitor computer with a webpage that had the same "look and feel" as the customer's webpage with weather content associated with the link.

Defendants continue to research this prior art to determine the full scope and depth of its teachings and its impact on the patents in suit.

#### e. World Choice Travel Prior Art

The World Choice Travel ("WCT") private label and co-branding technology was an e-commerce outsourcing solution that provided travel booking capability to numerous customers with the same "look and feel" as that customer's proprietary website. WCT captured the "look and feel" associated with its customers" websites (as that term is apparently construed by Plaintiff) when WCT "receiv[ed] the full design and logo artwork from [its customer]." WCT provided a link to its customers that was correlated with a selected commerce object such as lodging. Visitor computers were served a webpage that had the same "look and feel" as the customer's webpage. Defendants continue to research this prior art to determine the full scope and depth of its teachings and its impact on the patents in suit.

### f. EasySabre Prior Art

EaasySabre provided a co-branded e-commerce outsourcing solution for customers such as Prodigy and Compuserve. The co-branded travel reservation systems were displayed in connection with Prodigy's and Compuserve's dial up private network service and maintained the same "look and feel" elements as their private network host. The "look and feel" elements

<sup>&</sup>lt;sup>28</sup> USAHotelGuide.com Announces Private Label Program, Press Release, September 27, 1999 ("Private labeled sites will be customized to have the same look and feel of the partner company's site ...). [DFNDT000856-000857].

<sup>&</sup>lt;sup>29</sup> World Choice Travel, Inc. Revenue Sharing and Services Agreement, draft agreement, 1999, § 1.4. [DFNDT000858-000866].

<sup>&</sup>lt;sup>30</sup> See DFNDT000858 at §1.3.

<sup>&</sup>lt;sup>31</sup> See John L. Viescas, The Official Guide To The Prodigy Service 260 (1991) (showing the co-branded travel site in Figure 7-16) [DFNDT000867-000877] *see also* Brad Schepp and Debra Schepp, The Complete Guide to Compuserve 412-15 (1990) [DFNDT000878-000882].

were captured by screen scraping the elements from existing Prodigy and Compuserve pages.<sup>32</sup>

Defendants continue to research this prior art to determine the full scope and depth of its

teachings and its impact on the patents in suit.

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<sup>&</sup>lt;sup>32</sup> Defendants invalidity position regarding the "captured look and feel description" element of claim 8 of the '135 patent is presented in the alternative, and should not be construed as an admission that Plaintiff's apparent construction of this term as applied to the accused products is correct

#### **Sabre Business Travel Solutions** g.

Sabre Business Travel Solutions ("Sabre BTS") provided a co-branded/private-labeled ecommerce outsourcing solution to major corporations.<sup>33</sup> Sabre BTS "give[s] corporations their own graphical access to Sabre reservations [sic]. 34 For example, Sabre BTS allowed BTI Americas to "private label the BTS software under its Portico brand name." Upon information and belief, Sabre BTS provided a link to its customers that was correlated with commerce objects between such as air, hotel, and car reservations. Defendants continue to research this prior art to determine the full scope and depth of its teachings and its impact on the patents in suit.

#### Travelocity Prior Art<sup>36</sup> h.

#### (i) Travelocity/Japan Airlines Prior Art

The SABRE Interactive ("SI") (now Travelocity) co-branded web site was an ecommerce outsourcing solution for Japan Airlines ("JAL") so that JAL had travel reservation capability under its own name with the same "look and feel" as its own website. SI captured "look and feel" elements (as that term is apparently construed by Plaintiff) - such as Japan Airline's logo. For example, "JAL will supply SI with all artwork necessary to add Jail's logo to such pages. The artwork must be submitted in electronic form and according to specifications provided by SI . . . . "37 SI provided JAL with a link that was correlated with a selected commerce object by "granting] JAL a non-exclusive and non-transferable right to place Sis logo as a

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<sup>&</sup>lt;sup>33</sup> See Whit Andrews, Cisco Tests Travel Service On its Intranet, Intranet World, September 23, 1996. [DFNDT000883-000884].

<sup>&</sup>lt;sup>34</sup> Jeff Moad, *Sabre Rattled*, PC Week, January 29, 1996. [DFNDT000885-000890].

<sup>&</sup>lt;sup>35</sup> Software License and Development Agreement between STIN and EDS, February 28, 1997. [DFNDT0000891-000896].

36 Any of the Travelocity Prior Art references are combinable as 103 references with the

Travelocity Charts (Exhibits 8A-8C).

<sup>&</sup>lt;sup>37</sup> Co-branding Agreement between The SABRE Group, Inc. and Japan Airlines Company, Ltd. executed on December 15, 1997, Article II, see DFNDT000373-387; see generally Japan Airlines Travel Booking Engine - Scope Definition, August 1997, see DFNDT000350-372.

graphical hypertext link on Jail's Website to the [co-branded page]."<sup>38</sup> SI served a visitor computer with a webpage that had the same "look and feel" as the JAL webpage.<sup>39</sup> Defendants continue to research this prior art to determine the full scope and depth of its teachings and its impact on the patents in suit.

## (ii) Travelocity/Netscape Air Prior Art

The Travelocity co-branded web site was an e-commerce outsourcing solution for Netscape Netcenter Marketplace Travel ("Netscape") so that Netscape had travel reservation capability under its own name with the same "look and feel" as its own website.<sup>40</sup> On information and belief, Travelocity captured "look and feel" elements of Nescafe's web site (as that term is apparently construed by Plaintiff), such as page headers, page footers, navigational tool bars, colors, text, and other graphics.<sup>41</sup> The Travelocity/Netscape co-branded website had content based on selected commerce objects such as hotel, air, and car reservations. Defendants continue to research this prior art to determine the full scope and depth of its teachings and its impact on the patents in suit.

## (iii) Travelocity/US Airways Prior Art

Travelocity provided a private label e-commerce outsourcing solution website for US Airways so that US Airways had travel reservation capability under its own name with the same "look and feel" as its own website. Travelocity captured "look and feel" elements (as that term is

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<sup>&</sup>lt;sup>38</sup> See DFNDT000373-387 at § 2.2.

<sup>&</sup>lt;sup>39</sup> See DFNDT000373-387 at Exhibit A, § 1.7.

<sup>&</sup>lt;sup>40</sup> SABRE Interactive Product Requirements, Netscape Netcenter Marketplace Travel by Travelocity, March 6, 1998. See DFNDT000347-349.

<sup>&</sup>lt;sup>41</sup> See Travelocity's Definitions and Guidelines for "Look and Fee" February 5, 1998, § 4-8. See DFNDT000345-346.

apparently construed by Plaintiff) - such as US Airways colors and graphics. 42 For example, "US Airways will supply [The SABRE Group] with all artwork necessary to modify Travelocity as provided herein."43 Travelocity provided US Airways a link that was correlated with a selected commerce object by "granting] US Airways a non-exclusive and non-transferable right to place graphical Links on the Customer Websites to the US Airways [private label Travel Booking Engine]."44 The private label booking engine utilized commerce objects such as "Flights," "Cars," and "Hotels" modules. 45 Travelocity served the private label website exhibiting the same "look and feel" as the US Airways webpage to visitor computers. Defendants continue to research this prior art to determine the full scope and depth of its teachings and its impact on the patents in suit.

#### Travelocity/Online Italia Prior Art (iv)

SABRE Interactive (now Travelocity) provided Travel Online Italia "an on-line travel reservation product with its own look and feel." The "look and feel" customization of Travel Online Italians private label page included replacing Travelocity graphics and tool bars with those provided by Travel Online Italia.<sup>47</sup>

<sup>&</sup>lt;sup>42</sup> "The private label product must have the US Airways 'look and feel'. This will be limited to the application name, graphics, and background color." US Airways Internet Reservation System Phase 1: Travelocity Private Label, December 5, 1997, p. 1. See DFNDT000340-344.

<sup>&</sup>lt;sup>43</sup> Rider, supplement to the Information Technology Services Agreement dated as of December 15, 1997 between US Airways, Inc. and The SABRE Group, executed on September 11, 1998, p. 7, § 2.1, see DFNDT000329-339; see also US Airways Internet Reservation System, DFNDT000343 ("Graphics replacement. The Main Menu graphics and Flights Main Menu graphics will be replaced with graphics provided by US Airways."). <sup>44</sup> DFNDT000329-339 at §5.2.

<sup>&</sup>lt;sup>45</sup> See DFNDT000342

<sup>&</sup>lt;sup>46</sup> Basic Booking Engine for Travel Online Italia - Scope Definition, April 29, 1997. See DFNDT000325-328.

<sup>&</sup>lt;sup>47</sup> See Private Label for Travel Online Italia - Scope Definition, § I. See DFNDT000315-324. DEFENDANTS' AMENDED INVALIDITY CONTENTIONS PURSUANT TO LOCAL PATENT RULE 3-6-82

# 2. Prior Art Patents and Patent Applications

|     | U.S. Patent No. /<br>Application No. | Date of Issuance /<br>Publication | Bates Range       |
|-----|--------------------------------------|-----------------------------------|-------------------|
| 1.  | 5,600,778                            | February 4, 1997                  | DFNDT0002173-2202 |
| 2.  | 5,793,368                            | August 11, 1998                   | DFNDT0002161-2172 |
| 3.  | 5,778,367                            | July 7, 1998                      | DFNDT0002203-2235 |
| 4.  | 5,796,393                            | August 18, 1998                   | DFNDT0002110-2132 |
| 5.  | 6,029,141                            | February 22, 2000                 | DFNDT0002133-2160 |
| 6.  | 6,073,124                            | June 6, 2000                      | DFNDT0002274-2310 |
| 7.  | 6,247,047                            | June 12, 2001                     | DFNDT0002571-2590 |
| 8.  | 5,930,777                            | July 27, 1999                     | DFNDT0002591-2603 |
| 9.  | 5,897,622                            | April 27, 1999                    | DFNDT0002604-2636 |
| 10. | 5,715,314                            | February 3, 1998                  | DFNDT0002637-2684 |
| 11. | 6,249,773                            | June 19, 2001                     | DFNDT0002685-2693 |
| 12. | 5,818,446                            | October 6, 1998                   | DFNDT0002694-2709 |
| 13. | 6,151,601                            | November 21, 2000                 | DFNDT0002770-2809 |
| 14. | 6,572,662                            | June 3, 2003                      | DFNDT0002994-3028 |
| 15. | 6,354,239                            | February 5, 2002                  | DFNDT0002810-2973 |
| 16. | 6,615,259                            | September 2, 2003                 | DFNDT0003029-3042 |
| 17. | 7,337,133                            | February 26, 2008                 | DFNDT0003043-3069 |
| 18. | 5,850,442                            | December 15, 1998                 | DFNDT0002710-2755 |
| 19. | 5,890,171                            | March 30, 1999                    | DFNDT0002756-2769 |
| 20. | US2001/0049672                       | December 6, 2001                  | DFNDT0002173-2202 |
| 21. | 7,058,597                            | June 6, 2006                      | DFNDT0004294-4322 |

# 3. Patent File Histories

|    | Applicant(s)    | Application No. | Bates Range       |
|----|-----------------|-----------------|-------------------|
| 1. | Saliba, et. al. | 09/995,278      | DFNDT0004693-5051 |

## 4. Prior Art Publications

|    | Title                       | Author /<br>Publisher | Date of<br>Publication | Bates Range       |
|----|-----------------------------|-----------------------|------------------------|-------------------|
| 1. | Sellers Get a Hand with     | Jeffrey Schwartz/     | August 6,              | DFNDT0002311-2312 |
|    | Affiliate Commerce          | Internet Week         | 1998                   |                   |
| 2. | Free Electronic             | Garrett Wasny/        | July, 2000             | DFNDT0002313-2316 |
|    | Storefronts: The e-Good, e- | howtoconquerthe       |                        |                   |
|    | Bad, and e-Ugly             | world.com             |                        |                   |
| 3. | EroticaBiz: How Sex         | Lewis Perdue          | 2002                   | DFNDT0002317-2318 |
|    | Shaped the Internet         |                       |                        |                   |
| 4. | Small Business; Special     | Lawrence J.           | October 27,            | DFNDT0002319-2322 |
|    | Report: E-Commerce;         | Magid/ Los            | 1999                   |                   |

| Business Tools / Software, Technology and New Products to Help Your Company; Online Malls an Ideal Place to Set Up Shop | ition                     |
|---|---------------------------|
| Technology and New Products to Help Your Company; Online Malls an Ideal Place to Set Up Shop                            |                           |
| Products to Help Your Company; Online Malls an Ideal Place to Set Up Shop   |                           |
| Company; Online Malls an Ideal Place to Set Up Shop   |                           |
| Ideal Place to Set Up Shop  |                           |
|   |                           |
| 5. Affinia, Homestead Team internetnews.com October   | 21 DENIDT0002222 2225     |
| Up 1999   |                           |
| 6. Affinia Launches E- internetnews.com July 20,  | 1999 DFNDT0002326-2329    |
| Commerce Service for Small Sites  |                           |
| 7. TechWave boosted by M. Sharon April 24   | 4, DFNDT0002330-2332      |
| \$25M Baker/Puget 1998  |                           |
| Sound Business  |                           |
| Journal   |                           |
| 8. Product review: TechWave Paul Lang/Sell It! August   | 15, DFNDT0002333-2336     |
| PersonalStore 1998  |                           |
| 9. An Affiliate Marketing Russell Decemb  | per 14, DFNDT0002337-2340 |
| History Lesson Shaw/iMedia 2004   |                           |
| Connection  |                           |
| 10. How Does Store-Building Dr. Ralph F. Decemb   | per 15, DFNDT0002341-2351 |
| Software Work? Wilson/ Web 1997   |                           |
| Commerce Today  |                           |
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DEFENDANTS' AMENDED INVALIDITY CONTENTIONS PURSUANT TO LOCAL PATENT RULE 3-6-85

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|-----|---|--|--------------------------|-------------------|
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|-----|--|----------------------------------|---------------|------------------------|
|     |  | Publisher                        | Publication   | _                      |
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|     | Title  | Author /   | Date of          | Bates Range   |
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### C. Additional References

DEFENDANTS' AMENDED INVALIDITY CONTENTIONS PURSUANT TO LOCAL PATENT RULE 3-6-88

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Dated: February 6, 2012 FISH & RICHARDSON P.C.

By:

Neil J. McNabnay (TX Bar No. 24002583)

FISH & RICHARDSON P.C. 1717 Main Street, Suite 5000

Dallas, Texas 75201

Telephone: (214) 747-5070 Facsimile: (214) 747-2091

Email: njm@fr.com

Scott A. Penner (*Pro Hac Vice*) FISH & RICHARDSON P.C. 500 Arguello Street, Suite 500 Redwood City, California 94063 Telephone: (650) 839-5070

Facsimile: (650) 839-5071

Email: svp@fr.com

Counsel for Defendants and Counterclaimants HOTELS.COM, L.P.; EXPEDIA, INC.; TRAVELOCITY.COM L.P. AND SITE59.COM LLC; INTERNETWORK PUBLISHING CORPORATION D/B/A LODGING.COM; NEAT GROUP CORPORATION; ORBITZ WORLDWIDE, LLC

### Dated: February 6, 2012 BRYAN CAVE LLP

By: /s/ with permission

E. Glenn Thames, Jr. (TX Bar No. 00785097)

POTTER MINTON Post Office Box 359 Tyler, Texas 75710

Telephone: (903) 597-8311 Facsimile: (903) 593-0846

Email: glennthames@potterminton.com

George C. Chen BRYAN CAVE LLP

Two North Central Avenue, Suite 2200

Phoenix, AZ 85004-4406

Tel: (602) 364-7367 Fax: (602) 364-7070

Email: george.chen@bryancave.com

Lawrence G. Kurland BRYAN CAVE LLP 1290 Avenue of the Americas New York, NY 10104

Tel: (212) 541-1235 Fax: (212) 541-4630

Email: lgkurland@bryancave.com

Counsel for Defendants and Counterclaimants INTERNATIONAL CRUISE & EXCURSION GALLERY, INC.; OURVACATIONSTORE.COM, INC.

### FULBRIGHT & JAWORSKI L.L.P.

By: /s/ with permission

Ronn B. Kreps (*Pro Hac Vice*)

Email: rkreps@fulbright.com

Erik G. Swenson

Email: erik.swenson@fulbright.com FULBRIGHT & JAWORSKI L.L.P.

2100 IDS Center

80 South Eighth Street

Minneapolis, Minnesota 55402-2112

Phone: (612) 321-2800 Fax: (612) 321-2288

Brett C. Govett

TX Bar No. 08235900

Email: bgovett@fulbright.com Fulbright & Jaworski L.L.P.

2200 Ross Avenue

**Suite 2800** 

Dallas, Texas 75201-2784

Phone: (214) 855-8000 Fax: (214) 855-8200

Counsel for Defendant and Counterclaimant DIGITAL RIVER, INC.

Dated: February 6, 2012

### **CERTIFICATE OF SERVICE**

The undersigned hereby certifies that a true and correct copy of the above and foregoing document has been served on February 6, 2012 to the below named counsel of record via U.S.

Postal Service.

Louis J. Hoffman

LOUIS J. HOFFMAN, P.C.

14301 North 87th Street, Suite 312

Scottsdale, AZ 85260 Tel: (480) 948-3295 Fax: (480) 948-3387

Email: DDR-service@valuablepatents.com

George C. Chen

Walter P. Opaska

BRYAN CAVE LLP

Two North Central Ave., Ste. 2200

Phoenix, AZ 85004-4406

Tel: (602) 364-7367

Fax: (602) 364-7070

Email: OVSICE\_DDR-Service@bryancave.com

Norman H. Zivin

Tonia Sayour

**COOPER & DUNHAM** 

30 Rockefeller Plaza

New York, NY 10112

Tel: (212) 278-0400

Fax: (212) 391-0525

Email: nzivin@cooperdunham.com;

tsayour@cooperdunham.com

Brett Christopher Govett

Dustin Mauck

FULBRIGHT & JAWORSKI

2200 Ross Ave., Ste. 2800

Dallas, TX 75201

Tel: (214) 855-8118

Fax: (214) 855-8200

Email: DigitalRiver DDR-Service@fulbright.com

Attorneys for Plaintiff

DDR Holdings, LLC

Attorneys for Defendants and

Counterclaimants

International Cruise & Excursion Gallery,

Inc. and OurVacationStore.com

Attorneys for Defendants and

Counterclaimants

National Leisure Group, Inc. and World

Travel Holdings, Inc.

Attorneys for Defendant and

Counterclaimant

Digital River, Inc.

Janel M. Pearson

50782175.doc

DEFENDANTS' AMENDED INVALIDITY CONTENTIONS

PURSUANT TO LOCAL PATENT RULE 3-6-92

### Comparison of U.S. Patent No. 6,629,135 and U.S. Patent No. 6,330,575 to Moore ("Moore '575")1

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. 6,330,575 to Moore anticipates and/or renders obvious, alone or in combination with other prior art identified in Defendants' Amended Invalidity Contentions, the asserted claims as described in part below.

| Claim<br>No. | Claim Language of U.S. Patent No. 6,629,135  | Relevant Disclosure in U.S. Patent No. 6,330,575 ("Moore '575")  |
|--------------|--|--|
| 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: | Briefly, according to the invention a method for designing a Web page, to be hosted on a Web page server, comprises: providing an object-oriented, template-driven interface for a customer to utilize in the design of the Web page. This allows the customer, through the use of the interface, to design the Web page. The method also comprises the step of publishing the Web page at a destination of the customer's choosing.  Briefly, in accordance with another aspect of the invention, a method for designing a Web page for use in a distributed electronic commerce system is provided. The commerce system comprises a Web page server and a second server which are electrically coupled to each other, and the Web page server hosts the Web page. The method comprises: creating a link to the second server, designing the Web page such that the link can be embedded into the Web page; and embedding the link into the Web page. |
| 8(a)         | capturing a look and feel description associated with a host website;  | Moore '575, 3:23-39.  The Development Tool is object-oriented and template-driven, and it enables its customer, which is the merchant, to design a web site in only a few minutes and does not require any special Internet knowledge from the merchant. The Development Tool breaks the design process down into four steps. The first is to select a Web site category. The second is to collect optional page header and footer information. The third is to choose the defaults for the background color or image and for the page style. The fourth is to fill in the content of each page.   |

<sup>&</sup>lt;sup>1</sup> Unless noted, all citations in this chart are to U.S. Patent No. 6,330,575 by Victor S. Moore and Glen R. Walters (filed March 31, 1998, issued December 11, 2001). [DFNDT0000181-0000207]

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### Comparison of U.S. Patent No. 6,629,135 and U.S. Patent No. 6,330,575 to Moore ("Moore '575")

| Claim<br>No. | Claim Language of U.S. Patent No. 6,629,135 | Relevant Disclosure in U.S. Patent No. 6,330,575 ("Moore '575")   |
|--------------|---|---|
| (11)         |   | Moore '575, 10:44-53.   |
|              |   | The first step is to select a category. The category is selected from a list of ten industries such as automotive, dining, and education. Referring to FIG. 6, there is shown a screen 600 containing a list of possible industries to choose from in the Development Tool. Alternate embodiments could employ different industries and a different number of choices. The list 600 also illustrates the simplicity of the merchant interface. The selected category is used by the Development Tool to preselect the image libraries and page style libraries that will be used in the fourth step. The Development Tool thus simplifies for the merchant the processes of finding appropriate clip art and page styles. |
|              |   | The second step is to create the default header and footer. The page header and footer are typically used for the company name and logo. An email address and a link URL are also commonly included. As with many of the features of the Development Tool, the field size may be adjusted and images may be loaded. In this case, the height of the header, for example, may need to be increased in order to accommodate a particular company logo. Referring to FIG. 7, there is shown a screen 700 in which the merchant is prompted to enter the information for the header and the footer. The screen 700 further illustrates the simplicity of the merchant interface.  |
|              |   | The third step is to select the default background, which may be a color or an image, and page style. The Development Tool simplifies the process of choosing by offering grids of selections. The color grid, or pallet, contains 16 different colors. This color pallet can be used or the merchant can define his own. Similarly, a grid of clip art images is available for the merchant to choose from for background images. These default conditions for each page constitute a template, and begin to illustrate the template-driven nature of the Development Tool. The default background may be separately changed by the merchant for any   |

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### Comparison of U.S. Patent No. 6,629,135 and U.S. Patent No. 6,330,575 to Moore ("Moore '575")

| Claim<br>No. | Claim Language of U.S. Patent No. 6,629,135 | Relevant Disclosure in U.S. Patent No. 6,330,575 ("Moore "575")  |
|--------------|---|--|
|              |   | particular page.   |
|              |   | Page styles allocate certain portions of each page to text, images, multimedia, etc. The style thus provides a template for all of the different content-related objects ("style components") that will appear on a page. Although the position and sizes of the style components are defined by the style, they can be changed by the merchant for any page. Referring to FIG. 8, there is shown a screen 800 which prompts the merchant to select a background and a style for the page. Page styles are further elaborated in FIG. 9, and FIG. 10 shows one style or template in isolation.   |
|              |   | The fourth step is to fill in the content for each of the style components. As shown, for example, in FIG. 10, each of the style components must be filled in. To do this, the merchant clicks on the style component and the Development Tool presents a "dialog" box which steps the merchant through the choices necessary to fill in the style component. FIGS. 11-13 show dialog boxes for image, text, and multimedia style components, respectively. For images, the merchant is presented with a selection, but may use other images as well. It is common for a merchant to scan logos and images that the merchant wants to use on his Web site. Any style component can also have a URL attached to it, and the dialog box allows the merchant to select this option. |
|              |   | Each page created by the merchant can, as mentioned earlier, be modified. Style components can be added, deleted, moved, resized, etc. Another feature of the Development Tool is that it presents the page just as a Web customer will see it. This feature, called WYSIWYG for "what you see is what you get" allows the merchant to see, without publishing and browsing, what the published page will look like when it is published. Additionally, the Development Tool also provides a previewing option which uploads all of the pages and allows the merchant to view the entire Web site with a Web browser.  |

### Comparison of U.S. Patent No. 6,629,135 and U.S. Patent No. 6,330,575 to Moore ("Moore '575")

| Claim<br>No. | Claim Language of U.S. Patent No. 6,629,135   | Relevant Disclosure iu U.S. Patent No. 6,330,575 ("Moore '575")   |
|--------------|---|---|
|              |   | When the pages are all created, the Development Tool allows the merchant to upload or publish the Web pages to a site specified by the merchant.  Moore '575, 10:59-11:64. See also Figs. 6-13.   |
| 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  | Briefly, in accordance with another aspect of the invention, a method for designing a Web page for use in a distributed electronic commerce system is provided. The commerce system comprises a Web page server and a second server which are electrically coupled to each other, and the Web page server hosts the Web page. The method comprises: creating a link to the second server; designing the Web page such that the link can be embedded into the Web page; and embedding the link into the Web page.  |
|              |   | Moore '575, 3:23-39.  |
| 8(c)         | upon receiving an activation of the provided link from the visitor computer an ecommerce 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. | The Web storefront 106 acts as the virtual store for the customer 114, and contains whatever information the merchant has built into the Website (e.g. pictures, prices, search engines, etc.). There is provided, according to the present invention, a Development Tool for designing the Web storefront 106. This tool greatly simplifies the task of creating the Web storefront initially and of modifying it and updating it. The Tool also ensures that the operation with the Transaction Server 202 is seamless for the customer 114.  |
|              |   | The Tool derives much of its utility from the fact that it contains a series of templates, tailored to different industries, for creating pages. The fields on these templates can be filled with text, or with images from clip art (also included with the tool) or can be tailored to suit a specific merchant's needs. The task is greatly simplified by the inclusion of a prompting mode in which the tool will actually step a user through the process. As an additional tailoring feature, the tool can be adapted to whatever "look and fee!" the customer may desire. The customer may |

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### Comparison of U.S. Patent No. 6,629,135 and U.S. Patent No. 6,330,575 to Moore ("Moore '575")

| Claim<br>No. | Claim Language of U.S. Patent No. 6,629,135 | Relevant Disclosure in U.S. Patent No. 6,330,575 ("Moore '575")   |
|--------------|---|---|
|              |   | want to match the look and feel to that of other applications that the<br>customer uses, or may simply feel more comfortable with another look<br>and feel.   |
|              |   | Moore '575, 5:27-48.  |
|              |   | The customer, using a browser, goes to the Store Server and begins shopping, that is, browsing the content of the Web storefront 502. When the customer finds a product that the customer would like to buy, he selects that product 504. The Store Server then jumps to the Store Builder Server by using a Uniform Resource Locator ("URL") \$06. The URL, called a price URL, contains all of the relevant information on the product, and all the information necessary to build a "Buy Page." The relevant product information includes a picture of the product, the product's price, and a description of the product. |
|              |   | Moore '575, 6:12-22.  |
|              |   | See also Figs. 6-16.  |

Comparison of U.S. Patent No. 6,629,135 and U.S. Patent No. 6,490,567 to Gregory ("Gregory '567")1

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. 6,490,567 to Gregory anticipates and/or renders obvious, alone or in combination with other prior art identified in Defendants' Amended Invalidity Contentions, the asserted claims as described in part below.

| Claim<br>No. | Claim Language of U.S. Patent No. 6,629,135  | Relevant Disclosure in U.S. Patent No. 6,490,567 ("Gregory '367")   |
|--------------|--|---|
| 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:                           | Distributed electronic commerce is conducted over a network by substantially separating transaction functionality from merchant content. Electronic commerce transaction functionality is provided by a commerce server having a commerce database. The commerce server stores merchant and purchaser profile data and merchant content summaries on the commerce database. The purchaser browses and searches for product and merchant information using the commerce server, and is provided with more detailed information stored at a separate merchant content server system. The purchaser selects products to purchase, and a purchase order is sent to the commerce server. The commerce server initiates the settlement of accounts between the merchant and purchaser, and initiates of fulfillment for the selected product. The separation of transaction functionality and merchant content onto separate servers under the control of a commerce service provider and a merchant, respectively, provides a more efficient and effective way of carrying out electronic commerce over a network. |
|              |  | Gregory '567, Abstract.   |
| 8(a)         | capturing a look and feel description associated with a host website;  |   |
| 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 | A purchaser requests the commerce server to send shopping information.  The purchaser browses or searches for products on the commerce server, and data regarding products and merchants is retrieved from the commerce database. At the purchaser's request for more information on a product or merchant, the commerce server refers the purchaser to an appropriate merchant content server, which contains much more detailed   |

 $<sup>^1</sup>$  Unless noted, all citations in this chart are to U.S. Patent No. 6,490,567 by James McKanna Gregory (filed January 15, 1997, issued December 3, 2002). [DFNDT0000145-0000163]

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### Comparison of U.S. Patent No. 6,629,135 and U.S. Patent No. 6,490,567 to Gregory ("Gregory '567")

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| Claim<br>No. | Claim Language of U.S. Patent No. 6,629,135   | Relevant Disclosure in U.S. Patent No. 6,490,567 ("Gregory "56?")  |
|--------------|---|--|
|              |   | information about the product and merchant than is available from the commerce database.  While browsing or searching the merchant content server, the purchaser may select one or more products for purchase. When the purchaser indicates he is ready to effectuate such a transaction, data concerning the selected product or products are sent to the commerce server. The data include information sufficient to identify the product, purchaser and selling merchant. The commerce server communicates with an external payment system to debit the purchaser's account and credit the merchant's account, effectuating the sale. The commerce server also generates a fulfillment message that ensures product delivery to the purchaser.  Gregory '567, 2:48-67.  |
| 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. | See also 13-14, infra.  "The present invention thus advantageously provides a convenient and efficient way for a purchaser to shop over a network through simple and easy to understand interfaces. An embodiment of such an interface is shown in FIG.  11." Gregory '567, 7:54-57.  A purchaser may choose to view product and merchant information by predetermined category, such as home appliances 113, outdoor gear 114, or electronics 115. Alternatively, the purchaser may wish to carry out a search of the commerce database. Such a search may be boolean, e.g., HIKING AND (BOOTS OR SHOES). In another embodiment, the search is in a natural language format as is known in the art, e.g., 1  NEED HIKING BOOTS FOR BACKPACKING.  An embodiment of a screen responsive to such a natural language inquiry is shown in FIG. 12. Here, the response is shown according to the names of merchants 121, 122, 123 and 124 who sell hiking boots. In |

### Comparison of U.S. Patent No. 6,629,135 and U.S. Patent No. 6,490,567 to Gregory ("Gregory '567")

| Claim<br>No. | Claim Language of U.S. Patent No. 6,629,135 | Relevant Disclosure in U.S. Patent No. 6,490,567 ("Gregory '567")   |
|--------------|---|---|
|              |   | another embodiment, the response is shown in accordance with hiking boots products listed in the commerce database. In the embodiment shown in FIG. 12, tokens are displayed for each merchant indicating the types of payment accepted by the merchant 125 and the number of days in the merchant's money-back guarantee 126. This is merely meant to be exemplary of the types of information that could be supplied to the purchaser at this stage. Other types of information such as warranty information and service telephone numbers could also be included.  |
|              |   | Upon selecting a merchant from the screen shown in FIG. 12, the purchaser is referred by the commerce server to the content server on which the selected merchant has placed his merchant content. In one embodiment in which the present invention is implemented on the Internet, the URL of the merchant is contained in a table in the commerce database that cross-references it to the merchant identifier in the product data structure. In another embodiment, the network address of the content server is included in the product data structure as an additional field.  |
|              |   | Upon accessing the content server, the purchaser is presented with an electronic version of the merchant's store. Such stores are well known in the art as websites on the World Wide Web (WWW). The purchaser is able to search and browse among products offered by the merchant; learn detailed information regarding the merchant's return policy, learn about forms of payment accepted by the merchant; and order products. An example of a product screen at a content server is shown in FIG. 13. The picture of the boot 131 may be animated, and the boot could be slowly turned so all sides may be animated, and the boot could be picture, describing the advantageous features of the boot. This is supplemented with textual information 132, as well as information about the boot's available sizes 133, weight 134, suggested retail price 135, offer price 136, and offer expiration date 137. If the purchaser wants to select the boot for purchase, the purchaser selects the Buy This button |

### Comparison of U.S. Patent No. 6,629,135 and U.S. Patent No. 6,490,567 to Gregory ("Gregory '567")

| - 1 | Claim No. Claim Language of U.S. Patent No. 6,629,135 | Relevant Disclosure in U.S. Patent No. 6,490,567 ("Gregory '367") |
|-----|---|---|
|     |   | 138 at the bottom of the screen.                                  |
|     |   | Gregory '567, 8:3-52. See also Figs. 11-13                        |

### Comparison of U.S. Patent No. 6,629,135 and U.S. Patent No. 6,209,007 to Kelley ("Kelley '007")1

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. 6,209,007 to Kelley anticipates and/or renders obvious, alone or in combination with other prior art identified in Defendants' Amended Invalidity Contentions, the asserted claims as described in part below.

| Claim<br>No. | Claim Language of U.S. Patent No. 6,629,135  | Relevant Disclosure in U.S. Patent No. 6,209,007 ("Kelley '007")  |
|--------------|--|---|
| 8            | An e commerce outsourcing process providing a<br>host website in communication with a visitor<br>computer with context sensitive, transparent e<br>commerce support pages, comprising the steps<br>of: |   |
| 8(a)         | capturing a look and feel description associated with a host website;  | "It is another object of the present invention to provide to a user only a subset of data from a web page that a user desires, while still retaining the original structure of the web page from the original document." Kelly '007, 1:51-54.  "Yet another object of the present invention is to provide a customized web page from one or more other web pages of documents which retains a header, footer and optionally other original structure from at least one of the web pages from the original documents." Kelly '007, 1:55-59.  "A further object of the invention is to easily build a customized web page from a  |
|              |  | A future torject of the invention as of easily often deciminate who page updated with changes as the changes take place in the original unrelated web pages." Kelley '007, 1:60-64.  The customized web page may present to a user only a subset of data from a web page that a user desires, while still retaining the original structure of the web pages from the original documents, such as the header, footer and optionally other original structure from at least one of the web pages from the original documents. The customized web page may be constructed from a series of unrelated web pages, it may be updated with changes as the changes take place in the original unrelated |

<sup>&</sup>lt;sup>1</sup> Unless noted, all citations in this chart are to U.S. Patent No. 6,209,007 by Edward E. Kelley, et al. (filed November 26, 1997, issued March 27, 2001). [DFNDT0000164-0000180]

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### Comparison of U.S. Patent No. 6,629,135 and U.S. Patent No. 6,209,007 to Kelley ("Kelley '007")

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| Claim<br>No. | Claim Language of U.S. Patent No. 6,629,135 | Relevant Disclosure in U.S. Patent No. 6,209,007 ("Kelley '1007")  |
|--------------|---|--|
| ANY          |   | web pages.   |
|              |   | Kelley '007, 9:40-48.  |
|              |   | The basic structure of the web page consists of the title, headings, footings, graphics, imbedded javascript code, general text and any links found in the headings, footings, graphics, imbedded javascript code and general text. The basic structure of the web page also consists of the headings, footings, graphics, general text that are produced by Java code or other language code, and any links found in the headings, footings, graphics and general text. It does not consist of the primary information the web page was created to present. |
|              |   | Kelley '007, 4:66-5:8.   |
|              |   | 300Locate code. Locate the lines of code in the HTML source code that were selected as search items.   |
|              |   | 310If HMTL? Check if the source code is a HTML source code file.   |
|              |   | 320If java? Check if a reference to Java code has been found.  |
|              |   | 330If javascript? Check if any search items have been found in javascript code.  |
|              |   | 340-Extract javascript code. Extract the subset of javascript code that will generate the search items or reference to the search items.   |
|              |   | 350-Build new code. Take the extracted javascript code and build new code that will generate the search items or references to the search items  |
|              |   | 360-If other language? Check if a reference to other languages have been found that are used to build the web page.  |

### Comparison of U.S. Patent No. 6,629,135 and U.S. Patent No. 6,209,007 to Kelley ("Kelley '007")

| Claim<br>No. | Claim Language of U.S. Patent No. 6,629,135 | Relevant Disclosure in U.S. Patent No. 6,209,007 ("Kelley '007")  |
|--------------|---|---|
|              |   | 370-If data found? Check if any HTML source code, java code, javascript, or any other language code has been found that satisfy the search items. |
|              |   | FIG. 6 describes the steps taken if the located code is a HTML source code file, and the flow chart description is as follows:                    |
|              |   | 400-If lists? Check if the search items were found in lists in the HTML source code.  |
|              |   | 405-Extract list data. Extract the HTML source code that is used to build the lists that satisfy the search items.                                |
|              |   | 410-Build new lists. Build new HTML source code that will display the lists that satisfy the search items for the web page subset.                |
|              |   | 415-If tables? Check if the search items were found in tables in the HTML source code.  |
|              |   | 420-Extract table data. Extract the HTML source code that is used to build the tables that satisfy the search items.                              |
|              |   | 425-Build new tables. Build new HTML source code that will display the tables that satisfy the search items for the web page subset.              |
|              |   | 430-If text? Check if the search items were found in text in the HTML source code.  |
|              |   | 435-Extract the text data. Extract the HTML source code that is used to build the text that satisfy the search items.                             |
|              |   | 440-Build new text. Build new HTML source code that will display the  |

### Comparison of U.S. Patent No. 6,629,135 and U.S. Patent No. 6,209,007 to Kelley ("Kelley '007")

| Claim<br>No. | Claim Language of U.S. Patent No. 6,629,135 | Relevant Disclosure in U.S. Patent No. 6,209,007 ("Kelley '007")   |
|--------------|---|--|
|              |   | text that satisfy the search items for the web page subset.  |
|              |   | 445If other? Check if other type of HTML source code is used to satisfy the search items. This includes graphic files.   |
|              |   | 450Check table. Check a list of other types of HTML source code to see if other HTML source code found to satisfy the search items is described in a library that contains instructions for building a subset of the code for the new web page. Graphic files will be handled by reading the text either next to the graphic files or reading any text that is displayed by the graphic files. |
|              |   | 460If found? Check if graphic files or other HTML source code is used to satisfy the search items.   |
|              |   | 470Extract other. Extract the graphic file references and or other HTML source code that satisfies the search items.   |
|              |   | 475-Build other. Build new HTML source code including graphic files that will satisfy the search items for the web page subset.  |
|              |   | FIG. 7 describes the steps taken if the located code is Java source code, and the flow chart description is as follows:  |
|              |   | 500-Attempt code retrieval. Java source code may not be available to<br>the client. This is because sometimes it is considered propriety code and<br>only the compiled code is passed to the client. This step in the process is<br>used to attempt to retrieve the Java source code.  |
|              |   | 510-If successful? Check if there was a successful retrieval of the Java source code.  |
|              |   | 520Search java code. Search the java source code for the code that is  |

### Comparison of U.S. Patent No. 6,629,135 and U.S. Patent No. 6,209,007 to Kelley ("Kelley '007")

| laim<br>No. | Claim Language of U.S. Patent No. 6,629,135 | Relevant Disclosure in U.S. Patent No. 6,209,007 ("Kelley '007")   |
|-------------|---|--|
| 2000000     |   | used to satisfy the search items.  |
|             |   | 530If found? Check if the code is found that is used to satisfy the search items.  |
|             |   | 540Extract code subset.  |
|             |   | 550-Build new Java source code that will satisfy the search items for the web page subset.   |
|             |   | FIG. 8 describes the steps taken if the located code is another language, and the flow chart description is as follows:  |
|             |   | 600—Search other language table. Search the other language table to see if there is a description of the other language. The description is used to identify the other code and contains instructions for later building the other language subset.  |
|             |   | 610—If found? Check if the other language description was found in the other language table.   |
|             |   | 620—Attempt to capture the code. Attempt source code retrieval. Other language source code may not be available to the client. This is because sometimes it is considered propriety code and only the compiled code is passed to the client. This step in the process is used to attempt to retrieve the other language source code. |
|             |   | 630 lf successful? Check if there was a successful retrieval of the other language source code.  |
|             |   | 640-Search for items. Search for the items that were requested in the Boolean search.  |

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### $Comparison \ of \ U.S.\ Patent\ No.\ 6,629,135\ and\ U.S.\ Patent\ No.\ 6,209,007\ to\ Kelley\ ("Kelley\ '007")$

| Claim<br>No. | Claim Language of U.S. Patent No. 6,629,135   | Relevant Disclosure in U.S. Patent No. 6,209,007 ("Kelley '007")   |
|--------------|---|--|
| 200          |   | 650If successful? Check if the search was successful.  660Extract code subset. Extract the subset of the other language code that is used to satisfy the search items.  670Build new other language. Build a new other language source code subset that will be used to display the selected search items for the web page subset.   |
| 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   | Kelley '007, 7:11-8:51. See also Figs. 3-8. "FIGS. 3-10 are block diagram flow charts of the preferred steps employed in practicing the present invention, wherein circled numerals indicate links between the steps." Kelley '007, 3:53-55. See also Figs. 3-10.  |
|              | provided link correlates the host website with a selected commerce object; and  | See also 13-14, infra.   |
| 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. | The present invention provides the ability to create a customized web page based on a Boolean search for the information of interest found on another, original web page while preserving the basic structure of the original web page. The invention also contains the logic to select a subset of data from the HTML source file which includes HTML source code, the Java code referenced by the HTML source file, the javascript code found in the HTML source file and any other code that is available to reference data on a web browser. The invention also permits interactive customization that is invoked whenever the customized web page is accessed to update it with retrieved information that is changed in the original web page. |
|              |   | Kelley '007, 3:65-4:10.  The basic structure of the web page consists of the title, headings, footings, graphics, imbedded javascript code, general text and any links found in the headings, footings, graphics, imbedded javascript code and general text. The basic structure of the web page also consists of the  |

### Comparison of U.S. Patent No. 6,629,135 and U.S. Patent No. 6,209,007 to Kelley ("Kelley '007")

| Claim<br>No. | Claim Language of U.S. Patent No. 6,629,135 | Relevant Disclosure in U.S. Patent No. 6.209,007 ("Kelley "007")   |
|--------------|---|--|
|              |   | headings, footings, graphics, general text that are produced by Java code<br>or other language code, and any links found in the headings, footings,<br>graphics and general text. It does not consist of the primary information<br>the web page was created to present. |
|              |   | Kelley '007, 4:66-5:8.   |
|              |   | FIG. 9 describes the construction of a customized web page from multiple sources, and the flow chart description is as follows:  |
|              |   | 700-Start. Start the customized web page from multiple sources process.  |
|              |   | 705-View the page. View the web page from which data will be extracted for the customized web page.  |
|              |   | 710Select customized web page. Select the customized web page, to which information will be added, from a table of customized web pages.   |
|              |   | 715If found? Check if the customized web page exists.  |
|              |   | 720Create new customized web page. Create the new customized web page from the basic web page of the web page where the web page subset originated and the web page subset.  |
|              |   | 725-Update list. Update the list of customized web pages with the newly created customized web page location which will be on local storage.   |
|              |   | 727Update customized web page. Update the customized web page with the web page subset.  |
|              |   | 730-Notify server. Notify the server that is the source of the URL that  |

### Comparison of U.S. Patent No. 6,629,135 and U.S. Patent No. 6,209,007 to Kelley ("Kelley '007")

| Claim<br>No. | Claim Language of U.S. Patent No. 6,629,135 | Relevant Disclosure in U.S. Patent No. 6,209,007 ("Kelley '007")   |
|--------------|---|--|
|              |   | an item is being placed on a customized web page and that the client wishes to be notified when changes are made to the URLs that have come from various web pages. Indicate whether a direct update is desired. The server then updates the server customized table where it keeps track of the customized table where it keeps track of the customized web pages, items and addresses of the client. |
|              |   | 735If exit? Check if time to exit.   |
|              |   | 740Exit. Exit the process.   |
|              |   | FIG. 10 describes the process at the server, and the flow chart description is as follows:   |
|              |   | 800Start. Start the server process.  |
|              |   | 810Updates to web pages. The server updates web pages with new URLs.   |
|              |   | 820-Check table. The server checks the server customized table to see if the URLs added to the web pages have been listed as being in customized web pages.  |
|              |   | 830If entries found? Check if there are entries in the server customized table that indicate that the updated URLs are found in customized web pages.  |
|              |   | 840If notify? Check if the owners of the customized web pages indicated that they wish to be notified.   |
|              |   | 850-Send notification. Send the notification to the clients of the customized web pages.   |

Comparison of U.S. Patent No. 6,629,135 and U.S. Patent No. 6,209,007 to Kelley ("Kelley '007")

| Claim<br>No. | Claim Language of U.S. Patent No. 6,629,135 | Relevant Disclosure in U.S. Patent No. 6,209,007 ("Kelley '007")                           |
|--------------|---|--|
|              |   | 860—If direct update? Check if a direct update of the client customized page is indicated. |
|              |   | 870Direct file update. The server directly updates the web page on the client.             |
|              |   | 880End. End the process.   |
|              |   | Kelley '007, 8:52-9:36. See also Figs. 9-10.   |

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### Comparison of U.S. Patent No. 6,629,135 and PCT Application WO 99146709 to Voorhees ("Voorhees '709")<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 PCT Application WO 99146709 to Voorthees anticipates and/or renders obvious, alone or in combination with other prior art identified in Defendants' Amended Invalidity Contentions, the asserted claims as described in part below.

| Claim<br>No. | Claim Language of D.S. Patent No. 6,629,135  | Relevant Disclosure in PCT Application WO 99146709 to Voorhees ("Voorhees +709")  |
|--------------|--|---|
| 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: | Fig. 1 illustrates the system of the present invention. A plurality of shoppers can access the system to view information provided by a plurality of retail jewelers acting in concert with a plurality of jewelry manufacturers. Each shopper, jeweler, or manufacturer has a personal computer (PC) (well known in the art and not shown) each equipped with communication software 22 Jewelers), 23 (manufacturers), and 24 (shoppers) for interfacing the PCs with the communication link 21.  In a present embodiment, communication link 21 is the Internet, but many other communication media may be contemplated for use in the present invention. Communication link 21 enables communication with servers 18, 19, and 20. In keeping with the trends prevalent and well known in the communication arts to generate distributed systems, the servers 18, 19, and 20 may be associated with the same host computer or with different host computers. The 14 may thus be internal to one host machine, or it may itself include a communications path among a number of host machines. |
|              |  | The information that is accessible to a shopper is determined jointly by templates 13 and database 11, associated with retail jewelers, and templates 12 and database 10, associated with jewelry manufacturers, and typically includes information in electronic form, including electronic advertising. The templates specify formats for respective portions of the information while the databases determine availability and content of the respective portions. The templates and database contents may be entered  |

<sup>&</sup>lt;sup>1</sup> Unless noted, all citations in this chart are to PCT Application WO 99146709 to Voorhees, Arciere, and Blanchard (filed on March 11, 1998 and published on September 16, 1999). [DFNDT\_0000240-0000294].

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| Claim<br>No. | Claim Language of U.S. Patent No. 6,629,135                           | Relevant Disclosure in PCT Application WO 99146709 to Voorhees ("Voorhees ("V |
|--------------|---|--|
|              |   | through system control unit 25, or by the jewelers and manufacturers from their PCs through their communication software 22 and 23 respectively.   |
|              |   | Voortees '709, 3:23-39.  |
|              |   | See also, Figs. 1-2, 4:7-12; 8:4-17.   |
| 8(a)         | capturing a look and feel description associated with a host website; | The screen display that will be seen by the shopper in response to this inquiry is determined by the templates 13 and the particular jeweler's dataset, and may include display objects provided by manufacturers and determined by templates 12 and a manufacturer's dataset. Generally, the templates specify layouts (formats) which are filled in by content information specified in a dataset as directed by control information specified in a dataset as directed by control information specified in a dataset as directed by control information specified in a dataset, both found in the datasets within databases 10 and 11. The respective content information and control information may be entered by a system operator through system control unit 25, or it may be entered or modified by jewelers and manufacturers through communication software 22 and 23 respectively and forwarded through communication link 21  |
|              |   | To respond to a shopper's request, under control of display processor information contained in templates 13 specifies the general format of a display screen for a jeweler, and the general format is "filled in" with information unique to the particular jeweler whom the shopper has requested, according to content information found in the dataset (such as the jeweler's name and address, for example) associated with that jeweler   |
|              |   | The jeweler's dataset contains information about whether a particular manufacturer's boutique is to be shown and attributes specifying how the jeweler wishes it to be shown, while the manufacturer's templates 12 as filled in according to the manufacturer's dataset specify the content of the boutique. The manufacturer's dataset also includes control information which specifies such things as whether the particular jeweler is permitted to carry the boutique.   |

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| Claim<br>No. | Claim Language of U.S. Patent No. 6,629,135 | Relevant Disclosure in PCT Application WO 99146709 to Voorhees ("Voorhees 709")   |
|--------------|---|---|
|              |   | Voorhees '709, 6:21 – 8:3.  |
|              |   | Database 10 has a dataset for each manufacturer 101, 102, 103, 104, etc. who may provide display objects (boutiques) to be replicated into retail jewelers' web pages. The number of manufacturers is virtually unlimited; Fig. 2 shows detail of datasets for but two of them, 101 and 102. Boutiques (e.g., 1011) are shown for each of these manufacturers; although each manufacturer may have any number of boutiques, Fig. 2 only depicts those carried by jeweler 111    |
|              |   | Associated with each boutique in database 10 is a set of inclusion rules and a set of exclusion rules; for example, associated with boutique 1011 are inclusion rules 1012 and exclusion rules 1013. It is through these sets of rules that a manufacturer has control over which retailers may carry the boutique and which portions of the boutique they may customize  |
|              |   | The HTML description received over path 14 may contain specifications that some of the information in the display object is subject to modification by the retail jeweler. The modification will be performed according to criteria specified in the customization list associated with the boutique reference, in this case 1113. Typically, an identification of the boutique will appear in the display object and will not be specified as modifiable by the retail jeweler |
|              |   | Voorhees '709, 9:13-11:6.   |
|              |   | Thus, the shopper is able to see the manufacturer's information without leaving the retail jeweler's web page, including all updates made by the manufacturer. And the shopper sees the retail jeweler's customization of the manufacturer's information. These factors in conjunction facilitate a satisfying purchase for the customer, a sale for the jeweler, and a sale for the manufacturer.  |
|              |   | Voorhees '709, 16:8-12.   |
| 8(b)         | providing the host website with a link for  | Since jeweler 111's dataset contains boutique reference 112 to boutique   |

| Claim<br>No.                            | Chaim Language of U.S. Patent No. 6,629,135   | Relevant Disclosure in PCT Application WO 99146709 to Vaorhees ("Voorhees 700")   |
|---|---|---|
| *************************************** | 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 | 1011, and since in the present example inclusion rules 1012 grant permission for jeweler 111 to carry the boutique and exclusion rules 1013 do not prohibit jeweler 111 from carrying the boutique, when a potential purchaser visiting jeweler 111's web page requests to see boutique 1011 (typically by clicking an icon or legend) an HTML description of the boutique is retrieved over path 14 by display processor 17 (reference should now be made to Figs. 1 and 2 in conjunction) from templates 12 and HTML content information contained in boutique 1011. The HTML description is passed by path 14 to display processor 17. Display processor has already assembled and sent to shopper 24 the basic web page for jeweler 111, and will now assemble and replicate into that web page the boutique specified by 1011. The HTML description received over path 14 may contain specifications that some of the information in the display object is subject to modification by the retail jeweler. The modification will be performed according to criteria specified in the customization list associated with the boutique reference, in this case 1113. Typically, an identification of the boutique will appear in the display object and will not be specified as modifiable by the retail jeweler |
|   |   | the object is forwarded through server 20 and communication link 21 to<br>shopper 24 where it appears incorporated in the retailer's web page   |
|   |   | Voorhees '709, 10:12-11:9.  |
|   |   | Referring now to Fig. 3C, the shopper requests to view a particular one of the available boutiques. He does so typically by clicking on the name of a desired boutique. Since he is contemplating the purchase of a ring, he selects the boutique "Magnificent rings from RingCo" (Fig. 4C). Transparently to the shopper, his request is transmitted with a program name invocation of "showboutique" and a parameter indicating the boutique reference, such as 112.  |
|   |   | The request reaches display processor 17 which runs its constituent program showboutique, which finds in templates 13 the appropriate template for the page,  |

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|---|---|

| Claim<br>No. | Claim Language of U.S. Patent No. 6,629,135  | Relevant Disclosure in PCT Application WO 99146709 to Voorhees ("Voorhees "709")  |
|--------------|--|---|
|              |  | and also finds the boutique reference 1112, from which it can be determined that the requested boutique is 1011. Constituent subprograms of display processor 17 as named in the retrieved template are called with an argmment specifying boutique 1011. Over path 14, they find information 1011 specifying the display object (boutique), and they find the template from templates 12 specifying the form or layout of the boutique. The template is filled in according to information 1011, thus producing a copy of the requested display object, which is returned to program show boutique. Showboutique then, either internally or through invocation of other subprograms, finds the retail jeweler's customization information associated with the boutique reference (in this case customization information 1113 associated with boutique reference 1112) and incorporates the customization information information into the display object. |
|              |  | A web page is assembled including the requested display object (boutique) and returned via communication link 21 to the shopper's communication software 24, which causes it to be displayed to the shopper who now views it.   |
|              |  | Voorhees '709, 15:3-22.   |
| 0(-)         |  | See also Figs. 3A-3C, 4A-4D.  |
| 8(c)         | upon receiving an activation of the provided link<br>from the visitor computer, serving to the visitor | Replicating a boutique from the manufacturer's database 10 into a display<br>being made up by display processor 17 largely from jeweler's database  |
|              | computer an e-commerce supported page with a   | 11 requires data transmission over path 14, which, as previously  |
|              | look and feel corresponding to the captured look   | mentioned may be a hard path within a single host machine or a  |
|              | and feel description of the host website associated  | communications link between two host machines.  |
|              | with the provided link and with content based on   |   |
|              | the commerce object associated with the provided   | As is known to those in the art, database 11 may or may not be  |
|              | link.  | implemented as an object-oriented database. If it is object-oriented, it will have instructions embedded in it and will initiate on its own a request   |
|              |  | over path 14 for the requisite information from database 10, and will   |
|              |  | provide all the information necessary for a display to display processor  |
|              |  | 17. If it is not object-oriented, display processor 17 will have to initiate  |
|              |  | requests for such information over path 14, and display processor 17 will   |
|              |  | be responsible for assembling information for a complete display from   |
|              |  | database 10 and database 11.  |

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| Na. Charles Language at Cos Fatencia, Opine 74.0 | 7002)  Display processor 17 forwards the display information through server 20  |
|--|---|
|  | and over communication link 21 to the shopper's communication software 24 which presents the shopper with the indicated display on his monitor.  Voorhees '709, 8:4-17.   |
|  | Since jeweler 111's dataset contains boutique reference 112 to boutique 1011, and since in the present example inclusion rules 1012 grant permission for jeweler 111 to carry the boutique and exclusion rules 1013 do not prohibit jeweler 111 from carrying the boutique, when a potential purchaser visiting jeweler 111's web page requests to see boutique 1011 (typically by clicking an icon or legend) an HTML description of the boutique is retrieved over path 14 by display processor 17 (reference should now be made to Figs. 1 and 2 in conjunction) from templates 12 and HTML content information contained in boutique 1011. The HTML description is passed by path 14 to display processor 17. Display processor has already assembled and sent to shopper 24 the basic web page for jeweler 111, and will now assemble and replicate into that web page the boutique specified by 1011. The HTML description received over path 14 may contain specifications that some of the information in the display object is subject to modification by the retail jeweler. The modification will be performed according to criteria specified in the customization list associated with the boutique reference, in this case 1113. Typically, an identification of the boutique will appear in the display object and will not be specified as modifiable by the retail jeweler |
|  | After making these modifications in the manufacturer's display object, the object is forwarded through server 20 and communication link 21 to shopper 24 where it appears incorporated in the retailer's web page   |
|  | Voorhees '709, 10:12-11:9.  |

| Claim<br>No. | Claim Language of U.S. Patent No. 6,629,135 | Relevant Disclosure in PCT Application WO 99146769 to Voorhees ("Voorhees   |
|--------------|---|---|
| NO.          |   | Referring now to Fig. 3C, the shopper requests to view a particular one of the available boutiques. He does so typically by clicking on the name of a desired boutique. Since he is contemplating the purchase of a ring, he selects the boutique "Magnificent rings from RingCo" (Fig. 4C). Transparently to the shopper, his request is transmitted with a program name invocation of "showboutique" and a parameter indicating the boutique reference, such as 112.  |
|              |   | The request reaches display processor 17 which runs its constituent program showboutique, which finds in templates 13 the appropriate template for the page, and also finds the boutique reference 1112, from which it can be determined that the requested boutique is 1011. Constituent subprograms of display processor 17 as named in the retrieved template are called with an argament specifying boutique 1011. Over path 14, they find information 1011 specifying the display object (boutique), and they find the template from templates 12 specifying the form or layout of the boutique. The template is filled in according to information 1011, thus producing a copy of the requested display object, which is returned to program show boutique. Showboutique then, either internally or through invocation of other subprograms, finds the retail jeweler's customization information associated with the boutique reference (in this case customization information 1113 associated with boutique reference [1112] and incorporates the customization information information into the display object. |
|              |   | A web page is assembled including the requested display object (boutique) and returned via communication link 21 to the shopper's communication software 24, which causes it to be displayed to the shopper who now views it.   |
|              |   | Voorhees '709, 15:3-22.   |
|              |   | See also Figs. 3A-3C, 4A-4D.  |

### Comparison of U.S. Patent No. 6,629,135 and U.S. Patent No. 5,870,717 to Wiecha ("Wiecha '717")1

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. 5,870,717 to Wiecha anticipates and/or renders obvious, alone or in combination with other prior art identified in Defendants' Amended Invalidity Contentions, the asserted claims as described in part below.

| Claim<br>No. | Claim Language of U.S. Patent No. 6,629,135  | Relevant Disclosure in U.S. Patent No. 5.870,717 to Wiecha ("Wiecha "717")   |
|--------------|--|--|
| 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: | 1. An employee 17 preferably accesses one or more electronic catalogs 24 stored on a shadow catalog server 22, accessed via a local area network 20 preferably by means of a employee workstation 18. These catalogs contain only those items for which a price has been negotiated between the enterprise and a particular supplier, so the verification by the enterprise's Purchasing department described above is obviated.  2. The employee selects items from the catalogs preferably with a mouse or similar device. Catalog items may be displayed with pictures, descriptions and other information in a fashion similar to a paper catalog. Where similar items are available, a "Compare" icon can be selected on the screen, causing the items to be listed side by side, with differences highlighted. Items can be located by searching down the taxonomy tree of the catalog (much as one searches through a paper catalog by finding the appropriate general section and then looking for a particular item), or by entering a search word or phrase. |
|              |  | Wiecha '717, 3:10-28.  |
|              |  | The client environment is shown in the lower segment of FIG. 6, defined by shadow server 106 which maintains a customized copy of the master catalog for distribution to local clients 102 and 104. Purchase orders are received by a Local buyer master server 86 from a data pathway connecting remote shadow LAN 108 with local buyer master LAN 88. The Buyer Master Server also performs the server function in the   |

 $<sup>^{1}</sup>$  Unless noted, all citations in this chart are to U.S. Patent No. 5,870,717 to Wiecha (filed on November 13, 1995 and issued on February 9, 1999). [DFNDT\_0000218-0000239].

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| Claim<br>No. | Claim Language of U.S. Patent No. 6,629,135                           | Relevant Disclosure in U.S. Patent No. 5,870,717 to Wiecha ("Wiecha '717")  |
|--------------|---|---|
|              |   | following capacities; order processing from buyer clients 90, approval and call back. The Buyer Master Server communicates with the operations environment of the enterprise through a 56Kb switched or leased TCP/IP line 107.  Wiecha '717, 4:14-25.  |
|              |   | <br>  See also, Figs. 3-4, 6, 1:57 – 2:19.  |
| 8(a)         | capturing a look and feel description associated with a host website; | Content management tools to receive, process, and manage images 208 and text 212 from content providers 200 for the creation of an FPS (Electronic Purchasing Service) master catalog. An overview of this process is shown in FIG. 8, numeral and Text 212 from content provides 200 are first converted through conversion units 210, 214 also, including conversion units, 218 and 222 from third party converters 202, the graphics and text are then and combined with content from independent image providers 220 to create catalogs 216 and 224 constituting third party catalogs 204 which are then combined at an EPS satalog stage 206 to form EPS (Electronic Purchasing Service) catalog 226 and distributed to buyers 230 via EPS subscription 228;  These enable EPS Operations to create and manage catalog information in the merchandise database such as the price, description and visual representation of each item |
|              |   | FotoFarm  This collection of utilities may be used to convert text and images from the content providers 200, 250 and 280. The workflows of these two activities are shown schematically in FIGS. 9, 10, numerals 26, 28. Supported functions may include:  |
|              |   | Receive, store, and archive source images 282 and text files 252 and 282.  First-level validity check of source media 254, 284 and 286.  Assign EPS unique filename and update the index files 258, 284.  Create master catalog's subchapters and folders, and populate them with the relevant contents 260, 292.   |

| Claim<br>No. | Claim Language of U.S. Patent No. 6,629,135  | Relevant Disclosure in U.S. Patent No. 5.870.717 to Wiecha ("Wiecha '717")  |
|--------------|--|---|
|              |  | Trigger down-stream re-creation or subscription catalogs (see below) when EPS catalog updates occur 260, 292. Process images received from content providers in batch model 256. Delta cropping of image by specifying new crop coordinates 288. Generate multiple resolution versions of images  |
|              |  | Wiecha '717, 5:34 – 6:25.   |
|              |  | See also, Figs. 7-10.   |
| 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 | 1. An employee 17 preferably accesses one or more electronic catalogs 24 stored on a shadow catalog server 22, accessed via a local area network 20 preferably by means of a employee workstation 18. These catalogs contain only those items for which a price has been negotiated between the enterprise and a particular supplier, so the verification by the enterprise's Purchasing department described above is obviated.  2. The employee selects items from the catalogs preferably with a mouse or similar device. Catalog items may be displayed with pictures, descriptions and other information in a fashion similar to a paper catalog. Where similar items are available, a "Compare" icon can be selected on the screen, causing the items to be listed side by side, with differences highlighted. Items can be located by searching down the taxonomy tree of the catalog (much as one searches through a pare catalog by finding the appropriate general section and then looking for a particular item), or by entering a search word or phrase. |
|              |  | Wiecha '717, 3:10-28.   |
|              |  | 1. Details of the Client Environment 123 Comprised of a Shadow Server 150 consisting of Browser Dynamic link libraries DLLs 152. The Browser DLLs receive catalog data from the Order Processing Server 154 and in turn output the Browser DLLs and customized catalogs, during a client browse session to a buyer (client) 156.  |

| Claim      | Claim Language of U.S. Patent No. 6,629,135   | Relevant Discussure in U.S. Patent No. 5.870,717 to Wiecha ("Wiecha "717")   |
|------------|---|--|
| <b>No.</b> |   | Wiecha '717, 4:64 – 5:3.  Order Manager and Catalog Browser This function rms on the end-user's personal computer, although the code would normally reside on disk storage in a catalog shadow server machine. It provides the following main function to an employee using the system:  Catalog Browser Browse Product Images, Text and Prices Able to page forward and backward. Quick return to top menu page from any part of the catalog. Quick return to the table of contents from any part of the catalog. Display previous page at top of screen, with links to navigation log. Images are displayed in .BMP format. Two separate image files are kept for OS/2 and Windows. See also "FotoFarm," supra. Text the Browser may select zero, one, or more ordered sets of descriptive phrases. Prices.                  |
|            |   | Wiecha '717, 8:24-53.  |
| 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. | See also, Figs. 3, 6.  1. An employee 17 preferably accesses one or more electronic catalogs 24 stored on a shadow catalog server 22, accessed via a local area network 20 preferably by means of a employee workstation 18. These catalogs contain only those items for which a price has been negotiated between the enterprise and a particular supplier, so the verification by the enterprise's Purchasing department described above is obviated.  2. The employee selects items from the catalogs preferably with a mouse or similar device. Catalog items may be displayed with pictures, descriptions and other information in a fashion similar to a paper catalog. Where similar items are available, a "Compare" icon can be selected on the screen, causing the items to be listed side by side, with differences |

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| Claim | Flore Learning (TVC Total No. 6 (1987)     | T.L. N.L. T.C.B. W. 2000.247. W.L. (400). L. (4400)   |
|-------|--|---|
| Claim | Chem Language of U.S. Patent No. 6.529,135 | Relevant Disclosure in U.S. Patent No. 5.870.717 to Wiecha ("Wiecha 1717")  highlighted. Items can be located by searching down the taxonomy tree of the catalog (much as one searches through a paper catalog by finding the appropriate general section and then looking for a particular item), or by entering a search word or phrase.  Wiecha '717, 3:10-28.  1. Details of the Client Environment 123 Comprised of a Shadow Server 150 consisting of Browser Dynamic link libraries DLLs 152. The Browser DLLs receive catalog data from the Order Processing Server 154 and in turn output the Browser DLLs and customized catalogs, during a client browse session to a buyer (client) 156.  Wiecha '717, 4:64 – 5:3.  Order Manager and Catalog Browser This function runs on the end-user's personal computer, although the code would normally reside on disk storage in a catalog shadow server machine. It provides the following main function to an employee using the system:  Catalog Browser Browse Product Images, Text and Prices Able to page forward and backward. Quick return to top menu page from any part of the catalog. Display previous page at top of screen, with links to navigation log. Images are displayed in BMP format. Two separate image files are kept for OS/2 and Windows. See also |
|       |  | "FotoFarm," supra.  Text the Browser may select zero, one, or more ordered sets of descriptive phrases.   |
|       |  | Prices. Wiecha '717, 8:24-53.   |

| Claim<br>No. | Claim Language of U.S. Patent No. 6,629,135 | Relevant Disclosure in U.S. Patent No. 5,870,717 to Wiecha ("Wiecha "717")  |
|--------------|---|---|
|              |   | Content management tools to receive, process, and manage images 208 and text 212 from content providers 200 for the creation of an EPS (Electronic Purchasing Service) master catalog. An overview of this process is shown in FIG. 8, numeral and Text 212 from content provides 200 are first converted through conversion units 210, 214 also, including conversion units, 218 and 222 from third party converters 202, the graphics and text are then and combined with content from independent image providers 220 to create catalogs 216 and 224 constituting third party catalogs 204 which are then combined at an EPS catalog stage 206 to form EPS (Electronic Purchasing Service) catalog 226 and distributed to buyers 230 via EPS subscription 228; |
|              |   | These enable EPS Operations to create and manage catalog information in the merchandise database such as the price, description and visual representation of each item  |
|              |   | FotoFarm This collection of utilities may be used to convert text and images from the content providers 200, 250 and 280. The workflows of these two activities are shown schematically in FIGS. 9, 10, numerals 26, 28. Supported functions may include:   |
|              |   | Receive, store, and archive source images 282 and text files 252 and 282.  First-level validity check of source media 254, 284 and 286.  Assign EPS unique filename and update the index files 258, 284.  Create master catalog's subchapters and folders, and populate them with the relevant contents 260, 292.  Trigger down-stream re-creation or subscription catalogs (see below) when EPS catalog updates occur 260, 292.  Process images received from content providers in batch model 256.  Delta cropping of image by specifying new crop coordinates 288.   |
|              |   | Generate multiple resolution versions of images  Wiecha '717, 5:34 – 6:25.  |

| Claim Langua | ge of U.S. Pa | iteat No. 6, | 629,135 | ļ     | lelevant l  | hisclasu | re in C | 8. Paten | No. 5,8 | 70,717 | to Wie | eha (* | Wiec | ha '71 | (7°) |
|--------------|---------------|--------------|---------|-------|-------------|----------|---------|----------|---------|--------|--------|--------|------|--------|------|
|              |               |              |         | See a | ılso, Figs. | 6-10.    |         |          |         |        |        |        |      |        |      |
|              |               |              |         |       |             |          |         |          |         |        |        |        |      |        |      |

### Comparison of the U.S. Patent No. 6,629,135 and Travelocity/Yahoo! 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/Yahoo! Prior Art anticipates and/or renders obvious, alone or in combination with other prior art identified in Defendants' Amended Invalidity Contentions, the asserted claims as described in part below.

| Claim<br>No. | Claim Language of U.S. Patent No. 6,629,135   | Relevant Disclosure in the Travelocity/Yahoo! Prior Art  |
|--------------|---|--|
| 8            | An e commerce outsourcing process providing a<br>host website in communication with a visitor<br>computer with context sensitive, transparent e<br>commerce support pages, comprising the steps | The SABRE Interactive ( <u>now Travelocity</u> ) 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.   |
|              | of:   | "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. |
|              |   | "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.   |
| 8(a)         | capturing a look and feel description associated with a host website;   | Capture took place 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.   |

### Comparison of the U.S. Patent No. 6,629,135 and Travelocity/Yahoo! Prior Art

| Claim<br>No. | Claim Language of U.S. Patent No. 6,629,135  | Relevant Disclosure in the Travelocity/Yahoo! Prior Art   |
|--------------|--|---|
|              |  | "This 'look and feel' will include the Yahoo! logo, the background color, and the toolbars."  |
|              |  | 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.  |
| 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 | 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.  |
|              |  | "2.1 <u>Yahoo! Travel Page.</u> 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. |
|              |  | "Travelocity URL's and URL parameter names will be provided to Yahoo! three weeks after start of development.   |
|              |  | The Yahool travel page will include a flight express path. Modify the Travelocity entry point to accept the following parameters:   |

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### $Comparison \ of the \ U.S.\ Patent\ No.\ 6,629,135\ and\ Travelocity/Yahoo!\ Prior\ Art$

-1-

| Claim<br>No. | Claim Language of U.S. Patent No. 6,629,135   | Relevant Disclosure in the Travelocity/Yahoo! Prior Art   |
|--------------|---|---|
| 100          |   | Number of passengers Leaving from / going to cities Departure date/ departure time Return date / return 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 Return date / return time Number of travelers - Type of car The Yahoo! travel page will include a cars 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 travelers Number of roms"  Yahoo! Travel Booking Engine - Scope Definition, last modified on 8/1/1997 (emphasis added). See DFNDT000423-428.   |
| 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. | 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! logo, colors, travel menus, advertising, and toolbars.  "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 DFNDT00388-412. |

### Comparison of the U.S. Patent No. 6,629,135 and Travelocity/Yahoo! Prior Art

| Claim<br>No. | Claim Language of U.S. Patent No. 6,629,135 | Relevant Dischoure in the Travelocity/Yahoo! Prior Art  |
|--------------|---|---|
|              |   | "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."  Travel Services Advertising and Promotion Agreement, June 30, 1997. See DFNDT000388-412.  |
|              |   | "(b) <u>User Interface</u> . 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! 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. |
|              |   | "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.  |
|              |   | Modify Igbecome pgd, vars.sub, Igmennew.pgd, Igmemcon.pgd, Igiogin.pgd, Igmewinf.pgd, and Igspflog.cll 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."  |

### Comparison of the U.S. Patent No. 6,629,135 and Travelocity/Yahoo! Prior Art

| Claim<br>No. | Claim Language of U.S. Patent No. 6,629,135 | Relevant Disclosure in the Travelocity/Yahoo! Prior Art   |
|--------------|---|---|
|              |   | Yahoo! Travel Booking Engine - Scope Definition, last modified on 8/1/1997. See<br>DFNDT000423-428.   |
|              |   | "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! Travel Booking Engine - High Level Requirements, July 14, 1997, last modified on February 18, 1998. See DFNDT000413-422. |
|              |   | "Several Travelocity pages (fprqst, fpdisp1, fpdisp2, 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.   |

Comparison of U.S. Patent No. 6,629,135 and Digital River Secure Sales System Prior Art1

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 identified in Defendants' Amended Invalidity Contentions, the asserted claims as described in part below.

| Claim<br>No. | Claim Language of U.S.<br>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: | "Digital River's Secure Sales System (SSS) brings together software manufacturers and dealers enabling them to sell and deliver product via the Interuet. 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]  Digital River – Secure Encrypted Software Distribution, http://web.archive.org/web/19370412100754/http://www.digitalriver.com/; [DR000001-2].  |
|              |  | "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." Digital River – Secure Encrypted Software Distribution, <a href="http://web.archive.org/web/19971221024519/digitalriver.com/Page3.html">http://web.archive.org/web/19971221024519/digitalriver.com/Page3.html</a> ; [DR000003-4] (emphasis original). |
|              |  | Maintain your own identity and branding.  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   |

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 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).

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### Comparison of U.S. Patent No. 6,629,135 and Digital River Secure Sales System Prior Art

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| Claim<br>No. | Claim Language of U.S.<br>Patent No. 6.629.135                              | Digital River Secure Sales System   |
|--------------|---|---|
|              |   | consumers become more savvy, this efficiency of purchase and delivery will become one of<br>the primary advantages of selling digital products over the Interuet.   |
|              |   | 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. |
|              |   | Digital River Information Kit at 8 [DR004326].  |
|              |   | "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" Internet Commerce Services Proposal for Adobe, July 25, 1996; [DR000005-6].  |
|              |   | [DR006649-86].  |
|              |   | See also [DR074797-074937] and [DR074670-074796].   |
| 8(a)         | capturing a look and feel<br>description associated with a<br>host website; | 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].  |
|              | nose wedste,  | 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].  |
|              |   | "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 Il Requirements Checklist 7) Trademarks/logos (gif file). Electronic Software Distribution Agreement between Digital River and Auto F/X Corp. dated July 18, 1996; [DR000013-21]; see also e.g.,  |

### Comparison of U.S. Patent No. 6,629,135 and Digital River Secure Sales System Prior Art

| Claim | Claim Language of U.S. |  |
|-------|------------------------|--|
| No.   | Patent No. 6,629,135   | Digital River Secure Sales System  |
|       |                        | Email from root to fiplist@digitalriver.com, 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." Internet Commerce Services Proposal for Adobe, July 25, 1996; [DR000005-6].  |
|       |                        | "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).  |
|       |                        | Implementation     Phase 1 - Complete Linked ESD Software Store     Company will develop a complete ESD software store with the look and feel of <a href="https://www.outpost.com">www.outpost.com</a> . This store will operate on the Company servers and will be linked from <a href="https://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="https://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  |

| Claim Claim Language of U.S. |   |
|------------------------------|---|
| No. Patent No. 6.629.135     | Digital River Secure Sales System   |
|                              | integrate the Company products into the sales process at <a href="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="www.outpost.com">www.outpost.com</a> . This option will require a development effort by Dealer, and can be launched at a later time."   |
|                              | Cyberian Outpost, Inc. Dealer Agreement effective March 30, 1998 at 3-4 [DR059440-DR059447].  |
|                              | We can help you from development to post-sale.  |
|                              | 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 returu on investment. |
|                              | 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.   |
|                              | Digital River Information Kit at 10 [DR004328].   |
|                              | "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.   |
|                              | Maintenance of the online store – 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

|              | Comparison                                     | 1 Of U.S. Patent No. 0,029,135 and Digital River Secure Sales System Prior Art  |
|--------------|--|---|
| Claim<br>No. | Claim Language of U.S.<br>Patent No. 6.629.135 | Digital River Secure Sales System   |
|              | TAICHE TO, UMEZITIS                            | increase revenues. Your second option is to make these changes yourself in DR's system through a private, secure URL." Digital River's Percentage of Sales Model – A Value Proposition; [DR000026-27] at 2 (emphasis original).   |
|              |  | Welcome to Bitstream, Inc., <a href="http://web.archive.org/web/19961019044742/ww2.digitalriver.com/bit/index.html">http://web.archive.org/web/19961019044742/ww2.digitalriver.com/bit/index.html</a> ; and as reconstructed inserting referenced. gif files; [DR000028-31], [DR000032], [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); 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  |

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### Comparison of U.S. Patent No. 6,629,135 and Digital River Secure Sales System Prior Art

| Claim | Claim Language of U.S.  | Digital River Secure Sales System  |
|-------|---|--|
| No.   | Patent No. 6,629,135  |  |
|       |   | 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].  [DFNDT0005275-5279].  |
| 8(b)  | providing the host website  | "Vendor's Delivery Obligations. a. Initial Deliverables Vendor will provide Electronic Distributor   |
| 8(0)  | with a link for inclusion within a page on the host website for serving to a visitor computer, wherein the provided link correlates the | Ventor's Delivery Oralgatons. a. Initial Deliveratores Ventor will provide Electronic Distribution with (iv) hypertext like to www.digitalriver.com in the Ventor's World Wide Web home per "  Electronic Software Distribution Agreement between Digital River and Auto FX Corp. dated July 18, 1996; [DR000013-21]; see also e.g., Email from Digital River to Auto FX, dated September 26, 1997; [DR000033] ("The URL for the Auto FX site is at the bottom of this email."); |
|       | host website with a selected  | "Bitstream Fonts Online!" hypertext link   |
|       | commerce object; and  | (" <a href='http://www2.digitalriver.com/bit/index.html"'>Bitstream fonts onlinel<a>"); Bitstream.com Home Page, http://websrchive.org/web/19970117165233/http://www.bitstream.com/; [DR000034-38];</a></a>  |
|       |   | "Shop Online" hypertext link; Seattle Support Group Home Page, www.ssgrp.com; [DR000039-50];   |
|       |   | "Welcome to IstSoftware" hypertext link (" <a gateofp="" href="http://www.digitalriver.com/dr/v2/ec_MAIN.Entry/SID=1285&amp;SP=10007&amp;CID=0"><b><font size="+2">Welcome to IstSoftwares/font&gt;</font></b>   GATEOFP&gt;<b><font size="+2">Welcome to IstSoftwares/font&gt; 1285&amp;SP=10007&amp;CID=0"   GATEOFP&gt;<b><font size="+2">Welcome to IstSoftwares/font&gt; 1285&amp;SP=10007&amp;CID=0"   GATEOFP&gt;<br/></font></b></font></b></a>                          |
|       |   | QFX Home Page, http://web.archive.org/web/19970707093153/www.qfx.com/frmain.html; [DR000055-62];   |
|       |   | [DR026692];  |
|       |   | [DR026693]; and  |

### Comparison of U.S. Patent No. 6,629,135 and Digital River Secure Sales System Prior Art

| Claim<br>No. | Claim Language of U.S.<br>Patent No. 6,629,135   | Digital River Secure Sales System   |
|--------------|--|---|
| 8(c)         | upon receiving an activation of the provided link from the visitor computer, serving to 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. | [DR026694].  **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]. |

| Claim Claim Language of U.S.  No. Patent No. 6,629,135 | Digital River Secure Sales System  |
|--|--|
|  | April   Apri |
|  | August 11, 1998 Prospectus at 2 [DR074557-074636].  "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 foreigu-looking page where they have to hunt to find your product. You can even prompt customers to purchase additional products, for instance printed   |

Comparison of U.S. Patent No. 6,629,135 and Digital River Secure Sales System Prior Art

| Claim<br>No. | Claim Language of U.S.<br>Patent No. 6.629.135 | Digital River Secure Sales System   |
|--------------|--|---|
|              | TAKEN TO UNIVERSE                              | manuals or more of your software. And it all takes place during a single purchase process. Digital River has created seamless continuity."  Digital River – Secure Encrypted Software Distribution,  http://web.archive.org/web/19971221024519/digitalriver.com/Page3.html; [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]  Digital River - Secure Encrypted Software Distribution,  http://web.archive.org/web/19970412100754/http://www.digitalriver.com/; [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="https://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="https://www.masterclips.com">www.masterclips.com</a> and will contain a complete commerce system for online product delivery." <a href="https://www.masterclips.com">IMSI/Digital River Online</a> Store for Masterclips Products Software Superstore linked to <a href="https://www.masterclips.com">www.masterclips.com</a> , 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." Letter from Digital River to Kathy Haynes of Traveling Software, dated September 11, 1997; [DR000065].   |
|              |  | "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="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="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.  |

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### Comparison of U.S. Patent No. 6,629,135 and Digital River Secure Sales System Prior Art

| Claim                                   | Claim Language of U.S. |  |
|---|------------------------|--|
| No.                                     | Patent No. 6.629.135   | Digital River Secure Sales System  |
| *************************************** |                        | For every product page within <a href="https://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 direction on <a href="https://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." Digital River Proposal Summary, 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." BancAmerica, Digital River, Inc., Initiating Coverage of Emerging Software E-Business Franchise, 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:   |
|   |                        | Welcome to Bitstream, Inc.,  http://web.archive.org/web/19961019044742/ww2.digitalriver.com/bit/index.html; and as reconstructed inserting referenced. gif files; [DR000028-31], [DR000032]; see also Facsimile from Andrea Rizo of Bitstream, Inc., dated January 24, 1997; [DR000080-86] (forwarding copies of individual Digital River maintained pages for Bitstream online ordering system);  |
|   |                        | Seattle Support Group, http://www.digitalriver.com/digitalriver/Welcome.ary?type=[rid=1001; and http://www.digitalriver.com/digitalriver/insertitem.qry?function=insert&item=CDPLV1-TOTW;  |

### Comparison of U.S. Patent No. 6,629,135 and Digital River Secure Sales System Prior Art

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| Claim | Claim Language of U.S. | Digital River Secure Sales System   |
|-------|------------------------|---|
| No.   | Patent No. 6,629,135   | [DR000039-50] (Correspondence from Yasuo Noshiro, dated August 2, 1996);  |
|       |                        | I <sup>a</sup> Software, http://www3.digitalriver.com/cgi-bAl& UserReference=88DE7EC7E9BB083A; [DR000087-88];   |
|       |                        | Ronn Scott, Inc. Software Store, http://www.digitalriver.com/dr/v2/ee_MAIN.Entry10/PN=1&SP=10023&V1=10295; [DR000089];  |
|       |                        | Arrow Publishing Software Store, <a href="https://www.digitalriver.com/v2c">https://www.digitalriver.com/v2c</a> MAIN.Entry99SP=10039&PN=1&s1=; [DR000090];   |
|       |                        | DTP Direct Software Store, https://www.digitalriver.com/dr., c. MAIN.Entry9?SP=10039&PN=1&s1=; [DR000091];  |
|       |                        | Integratech Software Software Store,<br>https://www.distairiver.com/v2_c_C_Main_Entry97SP=10039&PN=1&s1=; [DR000092];   |
|       |                        | Innovation Multimedia Software Store, https://www.sligitalriver.com/v2_c_MAIN_Entry97SP=10039&PN=1&s1=; [DR000093];   |
|       |                        | 2ask Software Store, http://www3.digitalriver.com/cgi-bC958CCF254093&function=search_prod; [DR000094];  |
|       |                        | North Beach Labs Software Store,<br>http://www.digitalriver.com/dr/v2/cc_MAIN Entry?SP=10007&CID=0&SID=66; [DR000095];  |
|       |                        | Welcome to Blue Byte Software, Inc. Ordering System, <a href="http://www3.digitalriver.com/cgi-bin/Tamgo.cgi/esd/Blubyje/welcome.ary">http://www3.digitalriver.com/cgi-bin/Tamgo.cgi/esd/Blubyje/welcome.ary</a> ; [DR000096-97]; |
|       |                        | Auto F/X Corporation Software Store, http://www.digitalriver.com/dr/v2/ee_main.entry?sp=10007&cid=0&sid=29; [DR000098-100];   |
|       |                        | SFS Software Software Store,  |

| Claim | Claim Language of U.S. | Digital River Secure Sales System  |
|-------|------------------------|--|
| No.   | Patent No. 6,629,135   | http://www.digitalriver.com/dr/v2/ec_MAIN.Entrv10?PN=1&SP=10023&V1=16952; [DR000101];  |
|       |                        | Sapient Software Store, http://www.digitalrivet.com/dr/v2/ec_MAIN.Master, [DR000102-103];  |
|       |                        | Buycomp.com, intp://www.digitalriver.com/dr/v2/ee_MAIN.Entry107V1=10029&PN=1&cid=5452; [DR000104-111];                             |
|       |                        | DTP Direct, http://www4.dizita/river.com/cgi-bin/Tango2.cgi/dealer/dtpdirect/home/gry?1d=1020&levej=; [DR000112];                  |
|       |                        | Lucia Font Family, http://www.3digitalriver.com/cgi-<br>bin/Tango3.cgi/digitalriver/vandv/setdetail.qrv/set=Lucid2; [DR000113-115; |
|       |                        | Digital River Proposal Summary, April 29, 1998, Figures 1, 2; [DR000066-72];   |
|       |                        | MICROPROSE; [DR001002-1003];   |
|       |                        | http://www.digitalriver.com/dr/v2/IN.Entrv10?SP=10023&PN=1&V1=101760; [DR001247];  |
|       |                        | Adaptec, Inc., http://www.digitalriver.com/dr/v2/ec main.entry?sid=6734&sp=10007/&cid=0; [DR002313];                               |
|       |                        | Sapient Software, http://www.digitalriver.com/dr/v2/ee_MAIN.Master; [DR011752-11753];  |
|       |                        | SFS Software, http://www.digitalriver.com/dr/v2/ee_MAIN.Entry107PN=1&SP=10023&V1=10952; [DR011948];                                |
|       |                        | Ositis Software; https://www.digitalrivet.com/dr/v2/se_MAIN_Entry11?SP=10039&PN=1; [DR012171];                                     |
|       |                        | Net Namny, https://www.digitairiver.com/v2c_MAIN.Entry9?SP=10039&PN=1&s1=; [DR012399];   |
|       |                        | Nesbitt Software Corporation, http://www.digitalriver.com/dr/v2/ec_MAIN Master, [DR012486-12487];                                  |
|       |                        | Sunbow International, Inc.;  |

### Comparison of U.S. Patent No. 6,629,135 and Digital River Secure Sales System Prior Art

| Claim<br>No. | Claim Language of U.S.<br>Patent No. 6.629,135 | Digital River Secure Sales System  |
|--------------|--|--|
|              |  | http://www.digitalriver.com/dr/v2/ec_MAIN.Entry107PN=1&SP=16023&V1=19980; [DR012586];  |
|              |  | Tympani Development, http://www4.digitalriver.com/digitalriver/tympani/basket2.htm; [DR013400-13401; DR013404-13410];            |
|              |  | Valley of Fire Software, http://www.digitalriver.com/dn/v2/ee_MAIN.Entry1198P=10039&PN=1; [DR013718-13720];                      |
|              |  | Virtus Corporation, http://www4.digitalriver/cgi-bin/Tango.cg/digitalriver/virtus/welcome.qry; [DR013998-14003; DR014005-14007]; |
|              |  | Jan's Journeys, http://www3.digitalriver/cgi-bin/Tango.cgi/esd/Webering/insertitem.qry?_UserReference=; [DR014211];              |
|              |  | Wheeler Arts, http://www.digitalriver.com/dr/v2/ec_MAIN.Entry/SID=748&SP=10007&CID=0: [DR014452-14453];                          |
|              |  | Whirlwind Technologies, http://www3.digitalriver.com/cgi-bdigitalriver/whirlwind/welcome.qry; [DR014553-14555];                  |
|              |  | Wilson Learning Corporation,<br>https://www.digitahiver.com/dr/v2/ec_MAIN.Entry97SP=10039&PN=1&s1=; [DR014746-14747];            |
|              |  | Wilson Learning Corporation, https://www.digitalriver.com/dr/v2/ec_MAIN.Entry11?SP=10039&PN=1; [DR014794];                       |
|              |  | Cyber 411_http://www3.digitalriver.com/cgi-b2AC16A60DCD29&function=search_prod; [DR015415];                                      |
|              |  | Encore Multimedia, https://www.digitalriver.com/v2c MAIN Entry97SP=10039&PN=1&s1=; [DR015956];                                   |
|              |  | Extensis PhotoTools, http://www3.digitatriver.com/cgi-b8FAASAEAB59B66B0&detail=phototools; [DR016261-16268; DR016300-16305];     |

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### Comparison of U.S. Patent No. 6,629,135 and Digital River Secure Sales System Prior Art

| Claim<br>No. | Claim Language of U.S.<br>Patent No. 6,629,135 | Digital River Secure Sales System   |
|--------------|--|---|
|              |  | Peach Systems, http://www.digitalriver.com/dr/v2/ec_MAIN.Entry10?PN=1&SP=10023&v1=114/9; [DR016499];                  |
|              |  | Peak Technology Ltd., http://www.digitalriver.com/v20/pisql/ee_Main.Entry/SP=10007&SID=15008&CID=0; [DR016550-16552]; |
|              |  | PIM Sarl, https://www.digitalriver.com/dr/v2/ec_MAIN.Entryl 17SP=10039&PN=1; [DR016751; DR016754-16755];              |
|              |  | PY Software, Inc., http://www.dicitalriver.com/dr/v2/ec_MAIN_Entry10?PN=1&SP=10023&V1=20061; [DR017056];              |
|              |  | RBC, Inc.; https://www.digitalriver.com/v2c_MAIN.Entry9?SP=10039&PN=1&s1=; [DR017278];                                |
|              |  | JP Software, Inc., http://www3.digitalriver.com/egi-bin/Tango.egi/digitalriver/ipsoft/welcome.qry: [DR018176];        |
|              |  | Sonera Technologies, http://www3.digitalriver.com/cgi-bin/Tango6.cgi/esd/sonera/we/come.qry; [DR018642];              |
|              |  | DisplayMate for Windows, http://www3.digitalriver.com/cgi-bin/Tang_erence=2BD41D0878A00990∏=STD-60001-A1; [DR018643]; |
|              |  | Southern Software, Inc., http://www.digitalriver.com/dr/v2/ec_MAIN Entry107PN=1&SP=10023&V1=19992; [DR018660];        |
|              |  | Spectrum Unlimited, http://www.digitalriver.com/dr/v2/ec_Main.Entry/SP=10007&SID=399&CID=0&CUR=840; [DR019032]        |
|              |  | Cat Computer Services (P) Ltd.,   |

### Comparison of U.S. Patent No. 6,629,135 and Digital River Secure Sales System Prior Art

| Claim | Claim Language of U.S. | Digital River Secure Sales System   |
|-------|------------------------|---|
| No.   | Patent No. 6,629,135   | https://www.digitalriver.com/v2c MAIN Entry9'8P=16039&PN=1&s1=; [DR019161];   |
|       |                        |   |
|       |                        | Cloud Dragon Designs, http://www.digitalriver.com/v20IN.Entry11/sp=10007&PN=1&xid=57; [DR019348];                           |
|       |                        | Cloud Dragon Designs,<br>http://www3.digitalriver.com/cgi-bin/Taence=EECF0FF7BC4E7715&function=continue; [DR019354-19357];  |
|       |                        | QRSMusic, https://www.digitalniver.com/v2c_MAIN.Entry9?SP=10039&PN=1&s1=;[DR020394];  |
|       |                        | QRSMusic, http://www3.digitalniver.com/cgi-bin/Tango.cgi/exd/QRSMusic/welcome.gry2; [DR020395-20398];                       |
|       |                        | PHD Computer Consultants Ltd., https://www.dicitalriver.com/dn/v2/ee_main.entry?sp=10007&cid=0&sid=237; [DR020584];         |
|       |                        | ParaMind, http://www.digitalriver.com/v2c_MAIN.Entrv9?SP=10039&PN=1&s1=; [DR020638];  |
|       |                        | Cyber 411, http://www3.digitalriver.com/cgi-b2AC16A60DCD29&function=search_prod; [DR020696];                                |
|       |                        | Fixed It! Software, https://www.digitalriver.com/v2c_MAIN.Entry9?SP=10039&PN=1&s1=; [DR020730];                             |
|       |                        | Forward Design, https://www.digitalriver.com/v2c MAIN.Entry9?SP=10039&PN=1&s1=; [DR020807];                                 |
|       |                        | Global Majic Software, Inc., http://www3.digitalriver.com/cgi-bin/Tango.cgi/digitalriver/gms/we/come.qry; [DR020915-20916]; |
|       |                        | Global Majic Software, Inc., https://www.digitalriver.com/v20/plsql/ec_MAIN.Entry9?SP=10039&PN=1&s1=; [DR020931]            |
|       |                        | Global Majic Software, Inc., http://www.digitalriver.com/v20IN.Entry/SID=129&SP=10007&CID=0;                                |

| Claim Claim Languag No. Patent No. 6.6 |   |
|--|---|
|  | [DR020932-20933];   |
|  | IDM Computer Services, https://www.digitalriver.com/v2c MAIN.Entry97SP=10039&PN=1&s1=; [DR02142S];                |
|  | Incline Software, LC,lee MAIN.Entry?SP=10007&SID=30196&CID=0&CUR=840&DSP=0&PGRP=0&CACHE ID; [DR021508];           |
|  | Innovation Multimedia, https://www.digitalrivet.com/v2c_MAIN.Entry97SP=10039&PN=1&s1=: [DR021688];                |
|  | Intelligent Technologies, https://www.digitalriver.com/v2c_MAIN.Entrv9?SP=10039&PN=1&s1=; [DR021824];             |
|  | InterDimensions Corp., https://www.digitalriver.com/v2c MAIN.Entry97SP=16039&PN=1&s1=: [DR021884];                |
|  | IrwinWare, http://www.digitalri/ec_MAIN.Entry17e?SP=16067&PN=5&CID=0&SID=546&PID=24147; [DR021996];               |
|  | Olympus America, Inc., http://www.digitalriver.com/dr/v2/ec_MAIN.Entry?SP=10007&SID=64&CID=0: [DR022112-22116];   |
|  | Omnibus Typografi, http://www.digitalriver.com/dt/v2/ec_MAIN.Entry/SID=405&SP=10007&CID=0; [DR022212];            |
|  | Open Window Software, https://www.digitalriver.com/v2_c_MAIN.Entry9?SP=10039&PN=1&s1=; [DR022232];                |
|  | FileStream.com, Inc., http://www.dicitalriv_/ee_MAIN.Entryl.7c?SP=10007&PN=5&CID=0&SID=124&PID=18569; [DR022291]; |

Comparison of U.S. Patent No. 6,629,135 and Digital River Secure Sales System Prior Art

| Claim<br>No. | Claim Language of U.S.<br>Patent No. 6,629,135 | Digital River Secure Sales System  |
|--------------|--|--|
|              |  | FileStream.com, Inc., http://www.digitalriv/ec MAIN.Entry17c?SP=10007&PN=5&CID=0&SID=124&PID=18267; [DR022295-22296];            |
|              |  | Parthenon Development Corp., https://www.digita/river.com/dr/v2/ec_MAIN.Entryl 1?SP=10039&PN=1; [DR022379];                      |
|              |  | DTP Direct, https://www.digitairiver.com/dr/v2/ec_MAIN.Entry11°SP=10039&PN=1; [DR022396];  |
|              |  | KH Software Development, http://www.digitalriver.com/dr/v2/10007&PN=5&CID=0&SID=912&PID=20301; [DR022S95];                       |
|              |  | KnoWare, Inc., wysiwyg://178/https://www.digitairr/v2/ec_MAIN.Entry11?SP=10039&PN=1: [DR022645];                                 |
|              |  | KnoWare, Inc., http://www3.digitalriver.com/cgi-bc/itemdetail.grv?prod=KW1-60001-D1; [DR022671-22672];                           |
|              |  | Lateral Technologies, https://www.digitalriver.com/v2c MAIN.Entry97SP=10039&PN=1&s1=; [DR022714];                                |
|              |  | LatticeWork Software, http://www.digitalniver.com/dr/v2/ec_MAIN.Entryl7c/SP=10007&PN=5&CID=0&SID=255&PID=1197. [DR022732-22733]; |
|              |  | Live Picture, http://www3.digitalriver.com/eg_alriver/livepicture/welcome.gry; [DR023055];                                       |
|              |  | Live Picture, http://www3.digitalriver.com/di UserReference=D39AE4981060E05E; [DR023056-23057];                                  |
|              |  | http://www3.digitalriver.com/di&item=LP!-5000-A1&Version=W[N95; [DR023058];  |

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Comparison of U.S. Patent No. 6,629,135 and Digital River Secure Sales System Prior Art

| Claim<br>No. | Claim Language of U.S.<br>Patent No. 6,629,135 | Digital River Secure Sales System  |
|--------------|--|--|
| 1904         | 1.4.CH. 196-6049-120                           | http://www3.digitalriver.com/diE05E&function=formℴ=113646; [DR023059];                                       |
|              |  | WinSite, http://www.digitalriver.com/dr/v2/ec_MAIN.Master_[DR023093; DR023095];                              |
|              |  | DTP Direct, http://www.digitairiver.com/drc_MAIN.Entry9?SP=10039&PN=1&s1=; [DR023202];                       |
|              |  | M.Casco Associates, https://www.digitalriver.com/v2c MAIN.Entry97SP=10039&PN=1&s1=; [DR023236];              |
|              |  | Mach5 Software, https://www.digitalriver.com/v2c_MAIN.Entry9?SP=10039&PN=1&s1=; [DR023264];                  |
|              |  | MacPEAK, http://www.digitalriver.com/dr/v2/ec_MAIN.Entry17c?SP=10007&PN=5&CID=0&SID=37&PID=9749; [DR023328]; |
|              |  | Magic Software, http://www.digitalrivever/magic3/welcome.gry; [DR023359];                                    |
|              |  | Markus Friberg Data, https://www.digitalriver.com/v2c_MAIN.Entrv9?SP=10039&PN=1&s1=; [DR023404];             |
|              |  | Matchup Sports, https://www.digitalriver.com/v2c_MAIN.Entry97SP=10039&PN=1&s1=; [DR023442];                  |
|              |  | Medea International Limited, http://www.digitalriver.com/dt/v2/ec MAIN.Master; [DR023746];                   |
|              |  | KittyHawk Software, Inc., http://www3.digitalriver.com/cgi-bwk/itemdetail.qry/prod=KH-60002-A1: [DR02884];   |
|              |  | Mercury Interactive Corp., https://www.digitalriver.com/v2/lec Main.Entryl1?SP=10039&PN=1; [DR023887-23888]; |
|              |  | Morpheus Software, https://www.digitalriver.com/v2c_MAIN.Entry97SP=10039&PN=1&s1=; [DR024342];               |

Comparison of U.S. Patent No. 6,629,135 and Digital River Secure Sales System Prior Art

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| Claim<br>No. | Claim Language of U.S.<br>Patent No. 6,629,135 | Digital River Secure Sales System   |
|--------------|--|---|
|              |  | DTP Direct, https://www.digitairiver.com/drc_MAIN.Entry97SP=10039&PN=1&s1=; [DR024360];   |
|              |  | M & R Technologies, Inc., https://www.digitairiver.com/v2e_MAIN.Entry97SP=10039&PN=1&s1=; [DR024369]; MSI Software, Inc., https://www.digitairiver.com/v2e_MAIN.Entry97SP=10039&PN=1&s1=; [DR024389]; |
|              |  | DTP Direct, https://www.digitairiver.com/drc MAIN.Entry9?SP=10039&PN=1&s1=; [DR024415];   |
|              |  | $\textit{Mythic Images}, \underline{\text{https://www.digitalriver.com/v2c}} \   \underline{\text{MAIN.Entry9?SP=10039\&PN=1\&s1=;}} \   [DR024512];$   |
|              |  | $\textit{Mythic Images, https://www.digitalriver.com/v2c.} \underline{MAIN.Entry9?SP=10039\&PN=1\&s1=:[DR024532];}$   |
|              |  | NetFormation, Inc., https://www.digitairiver.com/v2c_MAIN.Entry97SP-10039&PN-1&s1=; [DR024601];   |
|              |  | NetResults Corporation, https://www.digitalriver.com/v2_l/ec_MAIN.Entryl1?SP=10039&PN=1; [DR024649];  |
|              |  | DTP Direct, https://www.digitairiver.com/dn/v2/ec_MA[N.Entryl 19SP=16039&PN=1; [DR024675];  |
|              |  | New Perspective Software, Inc., https://www.digitahiver.com/v2c MAIN.Entry97SP=10039&PN=1&s1=; [DR024693];  |
|              |  | New Vision Technologies, Inc., https://www.digitalriver.com/v2c_MAIN.Entry97SP=10039&PN=1&s1=[DR024736];  |
|              |  | NiceTime Entertainment, https://www.digitalriver.com/v2c MAIN.Entry97SP=10039&PN=1&s1=; [DR024844];   |
|              |  | Nordic Software, https://www.digitalriver.com/dr/v2/ec_MAIN_Entry11?SP=10039&PN=1; [DR024880];  |

| Claim<br>No. | Claim Language of U.S.<br>Patent No. 6.629,135 | Digital River Secure Sales System  |
|--------------|--|--|
|              | 14000 306 6027,135                             | 3DP Object Technology. Inc., https://www.digitalriver.com/v2e_MAIN.Entry97SP=10039&PN=1&s1=; [DR025125];             |
|              |  | DTP Direct, https://www.digitalriver.com/dtc MAIN.Entrv9?SP=10039&PN=1&s1=; [DR025142];                              |
|              |  | A. J. Enterprises, http://www.digitalriver.com/digitalriver/ajen/titendetail.qry?prod=AJ-001; [DR025445-25446];      |
|              |  | Cyber 411, http://www3.digitalriver.com/cgi-bBASE73D1BF84D&function=search_prod; [DR025637];                         |
|              |  | Apple Mountain Software, https://www.digitairiver.com/v2c_MAIN.Entry97SP-10039&PN-1&s1=; [DR025786];                 |
|              |  | ARCaine Technology, http://www4.digitairiver.com/cgi-bin/Tanion=insert&item=ARC-60012-<br>A1&version=DC; [DR025814]; |
|              |  | ARCaine Technology, http://invl.digitalriver.com/cgi-bin/uncgi/arcaine.htm; [DR025816];                              |
|              |  | ARCaine Technology, http://www4.digitalriver.com/cgi-bin/Tango.cgi/digitalriver/arcaine/welcome.q: [DR025821-25823]; |
|              |  | Antheats Software, http://www.digitairiver.com/dr/v2/ec_MAIN.Entry10?PN=1&SF=10023&V1=11495; [DR025922];             |
|              |  | Atlanta Computer Resources, https://www.digitalriver.com/v2e_MAIN.Entry9?SP=10039&PN=1&s1=; [DR025990];              |
|              |  | Up To Par, http://www3.digitalriver.com/cgi-b_s/itemdetail.grv?prod=AUT-90001-A1; [DR026068];                        |
|              |  | Author Direct Shareware, https://www.digitalriver.com/v2_c_MAIN.Entry9?SP=10039&PN=1&s1=; [DR026163];                |
|              |  | Best Effort Software,  |

Comparison of U.S. Patent No. 6,629,135 and Digital River Secure Sales System Prior Art

| Claim<br>No. | Claim Language of U.S.<br>Patent No. 6,629,135 | Digital River Secure Sales System   |
|--------------|--|---|
|              |  | http://www,digitalriv/ec_MAIN.Entry17e?SP=10007&PN=5&CID=0&SID=81&PID=17937;  |
|              |  | [DR026303];   |
|              |  | Best Effort Software, https://www.digitalriver.com/v2c MAIN.Entry9?SP=1039&PN=1&s1=: [DR026323];  |
|              |  | BuenSoft Co., https://www.digitalriver.com/v2c MAIN.Entry9°SP=10039&PN=1&s1=; [DR026516];   |
|              |  | I <sup>st</sup> Stop, http://www.istopsoft.com/how2buy.htm; [DR001141-1143];  |
|              |  | Schedule Maker, http://webarchive.org/web/20000303191644/www.craigsystems.com/:   |
|              |  | [DR026692];   |
|              |  | [DR026693];   |
|              |  | [DR026694];   |
|              |  | [DR026771-DR033425] (source code stored on DR database for constructing e-commerce supported page   |
|              |  | "You can look at Digital River as the "plumbers" behind the scene at your web site. Our seamless interfact sits behind your web site and delivers the product to end-users." Digital River Newsletter, February 1998 [DFNDT 0005168]. |

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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" 1

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 identified in Defendants' Amended Invalidity Contentions, the asserted claims as deseribed in part below.

| Claim<br>No. | Claim Language of U.S. Patent No.<br>6,629,135   | 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 deserbled 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.   |
|              |  | "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.   |
|              |  | Also see column 9, lines 5-51; FIGs. 11A-20.  |
| 8(a)         | capturing a look and feel description associated with a host website;  | The '666 patent teaches:  a host website (http://homearts.com; FIGs. 21 A-B; and http://pathfinder.com/; FIGs. 11A-B).  |
|              |  | "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 |

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). [DFNT0000001-0000053]

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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

| Claim | Claim Language of U.S. Patent No.  | 7. N  |
|-------|--|---|
| No.   | 6,629,135  | Relevant Disclosure in U.S. Patent No. 6.141.666 ("the "666 patent")  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.  |
|       |  | "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 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. |
|       |  | Also see column 9, lines 5-51; FIGs. 11A-20.  |
| 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 | The '666 Patent teaches:  • the host website (http://homearts.com; FIGs. 21A-B; and http://pathfinder.com/; FIGs. 11A-B);  • a link (label 21B1 in FIG. 21B; and label 11B3 in FIG. 11B); and  • a page (http://homearts.com/market/Main/; FIG. 21B; and http://pathfinder.com/; FIG. 11B).   |

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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

| Claim<br>No. | Claim Language of U.S. Patent No.<br>6,629,135  | Relevant Disclosure in U.S. Patent No. 6,141,666 ("the "666 patent")  |
|--------------|---|---|
|              |   | 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 HomeArts Flower & Gifts website).   |
|              |   | "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. |
|              |   | Also see column 9, lines 5-51; FIGs. 11A-20.  |
|              |   | The host is the owner of a participating website (e.g., Homearts in FIGs. 21A and 21B or Pathfinder in FIG. 11A and 11B), the outsource 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).                                       |
| 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. | The '666 Patent teaches:  the provided link (label 21B1 in FIG. 21B; and label 11B3 in FIG. 11B);  an e commerce supported page (http://homearts.pcflowers.com/; FIG. 21C; and http://pathfinder.pcflowers.com/; FIG. 11C); and  the host website (http://homearts.com; FIGs. 21A-B; and http://pathfinder.com/; FIGs. 11A-B) associated with the provided link (label 21B1 in FIG. 21B; and label 11B3 in FIG. 11B).   |

# 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 | Claim Language of U.S. Patent No.<br>6.629.135 | Relevant Disclosure in U.S. Patent No. 6,141,666 ("the "666 patent")  |
|-------|--|---|
| No.   | WC/113   | 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 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).   |
|       |  | The host is the owner of a participating website (e.g., Homearts in FIGs. 21A and 21B or Pathfinder in FIG. 11A and 11B), the outsource 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).   |
|       |  | "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.   |
|       |  | "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.  |
|       |  | "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 tunst 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. 6,629,135 and U.S. Patent No. 6,141,666 "Method and system for customizing marketing services on networks communicating with hypertext tagging conventions

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| Claim<br>No. | Claim Language of U.S. Patent No.<br>6,629,135 | Relevant Disclosure in U.S. Patent No. 6,141,666 ("the '666 patent")  |
|--------------|--|---|
|              |  | 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 "Homearte", 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.  |
|              |  | "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.   |
|              |  | "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 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. Also see column 9, lines 5-51; FIGs. 11A-20. |

# 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

| - Diamit | inge of U.S. Patent No.  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 outsource               |
|          | 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).   |

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### Comparison of the U.S. Patent No. 6,629,135 and U.S. Patent No. 6,128,655 "Distribution mechanism for filtering, formatting and reuse of web based content" 1

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, U.S. Patent No. 6,128,655 anticipates and/or renders obvious, alone or in combination with other prior art identified in Defendants' Amended Invalidity Contentions, the asserted claims as described in part below.

| Claim<br>No. | Claim Language of U.S. Patent No. 6,629;135  | Relevant Disclosure in U.S. Patent 6,128,655 ("the '655 patent")   |
|--------------|--|--|
| 8            | An e commerce outsourcing process providing a<br>host website in communication with a visitor<br>computer with context sensitive, transparent e<br>commerce support pages, comprising the steps<br>of: | "These pieces of content are then recast into a new web page by means of an HTML template 121 that matches the look and feel of the hosting Web site. The new page includes the graphics of the hosting provider as well as the navigational features of the hosting site. This page is then sent 123 to the client 113 for presentation by the browser." Column 4, lines 57-63. |
|              |  | "1. A method for recasting web content on a hosting site, comprising the steps of:   |
|              |  | responsive to a request from a client browser for a recast web page from a hosting web server, generating a request by the hosting web server for an original web page from a content provider web server;   |
|              |  | parsing the original web page for a first set of desired content elements;   |
|              |  | inserting the first set of desired content elements into a web page template containing a hosting web server format, thus creating the recast web page; and  |
|              |  | serving the recast web page to the client browser;   |
|              |  | wherein the appearance of the recast page when presented by the client browset is as though all elements originated at the hosting web server."  Column 17, lines 52-67.   |
| 8(a)         | capturing a look and feel description associated with a host website;  | The '655 patent discloses automatically, by a party other than the host, retrieving look and feel elements from the host website   |

<sup>&</sup>lt;sup>1</sup> Unless noted, all citations in this chart are to U.S. Patent No. 6,128,655 "Distribution mechanism for filtering, formatting and reuse of web based content" by Fields, Hassinger and Hurley (filed July 10, 1998, issued Oct. 3, 2000). [DFNDTf0000054-0000076]

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### Comparison of the U.S. Patent No. 6,629,135 and U.S. Patent No. 6,128,655 "Distribution mechanism for filtering, formatting and reuse of

| Claim                       |  | web based content"   |
|-----------------------------|--|--|
| <b>х</b> лани<br><b>No.</b> | Claim Language of U.S. Patent No. 6,629,135  | Relevant Disclosure in U.S. Patent 6,128,655 ("the '655 patent")   |
|                             |  | "Note also that navigational features 315 and 317 native to the hosting server have been added to the page. A background border 319 giving the hosting web site a distinctive look and feel has also been added." Column 6:42-45.  |
|                             |  | "The invention allows the hosting site to extract and recast any number or type the web content provider page." Column 6:49-51.  |
|                             |  | "Content can be extracted without the content provider web site modifying content to a special format or installing special purpose software." Column 13:13-16   |
|                             |  | "Further, the invention is often described in terms that could be associated with a human operator. While the operations performed may be in response to user input, no action by a human operator is described in any of the operations described herein which form part of the present invention; the operations are machine operations processing electrical signals to generate other electrical signals." Col. 11:53-59 |
| 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 | "These pieces of content are then recast into a new web page by means of an HTML template 121 that matches the look and feel of the hosting Web site. The new page includes the graphics of the hosting provider as well as the navigational features of the hosting site. This page is then sent 123 to the client 113 for presentation by the browser." Column 4, lines 57-63.   |
|                             |  | "Note also that navigational features 315 and 317 native to the hosting server have been added to the page. A background border 319 giving the hosting web site a distinctive look and feel has also been added."  Column 6, lines 42-45.  |
|                             |  | See also 13-14, infra.   |
| 8(c)                        | upon receiving an activation of the provided link<br>from the visitor computer, serving to the visitor<br>computer an e commerce supported page with a<br>look and feel corresponding to the captured look           | "By abstracting the content from any particular content provider site and reformatting the content to the hosting site's format a consistent look and feel is maintained." Column 13, lines 19-22.   |
|                             | and feel description of the host website   | "Next, the pass through publisher 101 retrieves the filter definitions and policies from   |

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### Comparison of the U.S. Patent No. 6,629,135 and U.S. Patent No. 6,128,655 "Distribution mechanism for filtering, formatting and reuse of web based content"

| C | laim<br>No. | Claim Language of U.S. Patent No. 6,629,135     | Relevant Disclosure in U.S. Patent 6,128,655 ("the '655 patent")                         |
|---|-------------|---|--|
|   |             | associated with the provided link and with      | the filter database 109 for this particular content provider web site. Using the filters |
|   |             | content based on the commerce object associated | and the retrieved HTML page, the pass through publisher 101 parses the HTML source       |
|   |             | with the provided link.                         | for desired components of the page. Typically, this is the title of the article, the ad  |
|   |             |   | banner or banners and the article text itself, although other items on the page are      |
|   |             |   | potentially desirable. These pieces of content are then recast into a new web page by    |
|   |             |   | means of an HTML template 121 that matches the look and feel of the hosting              |
|   |             |   | Web site." Col. 4:5060   |

# Comparison of the U.S. Patent No. 6,629,135 and U.S. Patent No. 5,991,740 "Data processing system for integrated tracking and management of commerce related activities on a public access network" 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 U.S. Patent No. 5,991,740 anticipates and/or renders obvious, alone or in combination with other prior art identified in Defendants' Amended Invalidity Contentions, the asserted claims as described in part below.

| Claim<br>No. | Claim Language of U.S. Patent No.<br>6.629.135   | Relevant Disclosure in U.S. Patent No. 5,991,740 (hereinafter ***740 Patent*)   |
|--------------|--|---|
| 8            | An e-commerce outsourcing process<br>providing a host website in communication<br>with a visitor computer with context sensitive,<br>transparent e-commerce support pages,<br>comprising the steps of:               | "The second established method of raising revenue by a Site Owner is to place banner ads on the web pages promoting a third party's goods or services." Column 4, lines 47-49; FIG. 5A.   |
| 8(a)         | capturing a look and feel description associated with a host website;  | "Co-branding of products/services is also efficiently accomplished in the foregoing environment. Co-branding is the marketing or sales of two products through a single promotion. The system controlling software on the Clearinghouse server includes a "merge" algorithm that takes two or more images and combines these into an aesthetically acceptable presentation. For example, the resulting banner on the Merchant site will include a "return" button to go back to the originating Site Owner." Column 9, line 64 – column 10, line 5. |
| 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 | "These promotional banners further include embedded code, creating a link to the sponsoring third party—hereinafter called the 'Merchant.'" Column 4, lines 49-52; FIG. 5B.  "The second site of interest is the Merchant's server. At the Merchant's server, the specific goods are made available for purchase." Column 4, lines 60-62; FIG. 6B.  |

<sup>&</sup>lt;sup>1</sup> Unless noted, all citations in this chart are to U.S. Patent No. 5991,740 "Data processing system for integrated tracking and management of commerce related activities on a public access network" by Stephen Dale Messer (filed Jun. 10, 1997, issued Nov. 23, 1999). [DFNDT0000115-0000132]

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### Comparison of the U.S. Patent No. 6,629,135 and U.S. Patent No. 5,991,740 "Data processing system for integrated tracking and management of commerce related activities on a public access network"

| Claim | Claim Language of U.S. Patent No.   | Relevant Disclosure in U.S. Patent No. 5.991,740 (hereinafter ""740 Patent")   |
|-------|---|--|
| No.   | 6,629,135   | BERCERON 1718COSMECTH C535 # 316TH (497, 25,271), 49 (ACCEPTATION 149 # 416TH )  |
|       | WENT TO THE PARTY OF THE PARTY | "[T]he USER begins the process by visiting a Site Owner block 20, such as one of the main web pages On this web page, a banner ad (text link or icon) is displayed to the USER promoting for example sneakersThe link then continues directly to the Merchant block 40. During the linking process, the USER has an identifier query string appended to the HTTP entry, and possibly a "cookie" placed on their system." Column 5, lines 17-29; FIG. 1.  |
| 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.   | "USERS that access the banner are transferred to Merchant's web page, via the embedded link and may be presented with the ability to make a purchase directly from the Merchant [where] the specific goods are made available for purchase." Column 4, lines 52-62; FIGs. 6A, 6B.  "Co-branding of products/services is also efficiently accomplished in the foregoing environment. Co-branding is the marketing or sales of two products through a single promotion. The system controlling software on the Clearinghouse server includes a "merge" algorithm that takes two or more images and combines these into an assertically acceptable presentation. For example, the resulting banner on the Merchant site will include a "return" button to go back to the originating Site Owner." Column 9, line 64 – column 10, line 5.  |
|       |   | "Some web sites are considered "Content Providers" (or "Site Owners," i.e., those in control of one or more web sites) as they include one or more web pages having information that is of interest to USERS during a browsing session. These Site Owners currently have at least two mechanisms for generating revenues. The first involves the charging of a subscription fee to the visiting USERS somewhat akin to a magazine subscription. This mode of revenue generation is not particularly relevant to the present invention The second site of interest is the Merchant's server. At the Merchant's server, the specific goods are made available for purchase. This involves the use of secured transactions, via a credit card or other payment vehicle to order the goods with delivery by any one of the available delivery services (land or air). To implement the present invention, programming is installed on the Merchant's server that is capable of tracking the number of visits by USERS that are precipitated by links |

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### $Comparison \ of the \ U.S.\ Patent\ No.\ 6,629,135\ and\ the\ DBC\ Brand\ Label\ Quote\ Services\ Prior\ Art")^{1}$

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 DBC Prior Art anticipates and/or renders obvious, alone or in combination with other prior art identified in Defendants' Amended Invalidity Contentions, the asserted claims as described in part below.

| Claim<br>No. | Claim Language of U.S. Patent No. 6,629,135  | Relevant Disclosure in DBC 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 DBC Prior Art discloses an e-commerce outsourcing process providing a host website (for example, a client company of DBC) in communication with a visitor computer with context sensitive, transparent e-commerce pages.  "Co-branding a web site with DBC Online provides quality, high-traffic web sites the opportunity to furnish their online users with the same comprehensive, user-friendly, and timely financial data & market news that DBC Online proudly offers it's own customers DBC co-brands these pages by using the logo, background and navigation bars of the company's web site, creating a BLQ that retains the look and feel of the original site design. Every page will carry both the company and the DBC logo, making it a true co-branded site Creating a BLQ site with DBC Online is an easy and reliable way to supplement a company's existing website with an excellent source of the financial and market news." Co-Branded Sites, http://web.archive.org/web/19961115111020/http://www3.dbc.com/cgi-bin/htx.exe/core/dbc/partners.html?source=core/dbc (November 15, 1996 version of www3.dbc.com/cgi-bin/htx.exe/core/dbc/partners.html?source=core/dbc as archived by the Internet Archive.") (hereinafter, "DBC Co-Branded Sites").  **DemoCorp: Financial Markets.** |

DBC was providing the same Brand Label Services to many partners, for example, New York Stock Exchange, OTC Financial Network, John Fairfax Publications (for the Australian Financial Review), Digital Ink Co., The Harvard Crimson, eNet, USA Today, Washington Post, Baltimore Sun, Wall Street Online, U.S. News & World Report, PR Newswire, Techweb, Hoovers Online, Deloitte & Touche, Business Wire, etc. See DBC Co-Branded Sites, November 15, 1996 version.

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### Comparison of the U.S. Patent No. 6,629,135 and U.S. Patent No. 5,991,740 "Data processing system for integrated tracking and management of commerce related activities on a public access network"

| Claim<br>No. | Claim Language of U.S. Patent No.<br>6,619,135 | Relevant Disclosure in U.S. Patent No. 5.991,740 (hereinafter "'740 Patent") with banner ads. Alternatively, the USER may be transferred back to the Clearinghouse for completion of the actual purchase transaction." Column 4, line 37  |
|--------------|--|---|
|              |  | through column 5, line 3.  The host is the Content Provider or Site Owner, the outsource provider is the Merchant, and the selected merchant is the supplier, distributor, or manufacturer of the products sold on the Merchant webpage. It well-known to a person skilled in the art as of the filing date of the '740 Patent that a Merchant on its Merchant Site can sell products of third parties as well as its own products. |

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Comparison of the U.S. Patent No. 6,629,135 and the DBC Prior Art

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| Claim<br>No. | Claim Language of U.S. Patent No. 6,629,135                           | Relevant Disclosure in DBC Prior Art  |
|--------------|---|---|
|              |   | http://web.archive.org/web/19961115122850/http://www3.dbc.com/egi-<br>bin/htx.exe/forms/quote.html?source=blq/demo2 (November 15, 1996 version of<br>www3.dbc.com/egi-bin/htx.exe/forms/quote.html?source=blq/demo2 as archived by<br>the Internet Archive. (see note 2)) (hereinafter, "DBC Demo 1"). [DFNDT0002076-<br>7]   |
|              |   | Quote, Charts, Portifolio, & Reports, http://web.archive.org/web/19961115122850/http://www3.dbc.com/cgi-bin/htx.exe/forms/quote.html?source=blq/demo2 (November 15, 1996 version of www3.dbc.com/cgi-bin/htx.exe/forms/quote.html?source=blq/demo2 as archived by the Internet Archive. (see note 2)) (hereinafter, "DBC Demo 2"). [DFNDT0002078-9]   |
|              |   | "DBC designs a customized company Web site quote page that enables another company's Web site visitors to 'scamlessly access' DBC's quote server even though it appears they are still on the original company's site." Data Broadcasting Real-Time Stock Market Quote Service Begins, Business Wire, April 26, 1996 (hereinafter "Data Broadcasting Press Release"). [DFNDT0001544-5]  |
|              |   | "DBC has offered other companies a special link to its quote server through a customized 'brand-lahel' quote service. DBC designs a quote page for the client's company's Web site and users actually access DBC's quote server, even though it appears they are still on the original company's site." Data Broadcasting to offer real-time Internet quote service for \$29.95 monthly fee, M2 Presswire, January 3, 1996 (hereinafter "\$29.95 a Month Press Release") [DFNDT0001582-3]   |
| 8(a)         | capturing a look and feel description associated with a host website; | See DBC Demo 1, DBC Demo 2. [DFNDT0002076-9]  |
|              |   | Co-branding a web site with DBC Online provides quality, high-traffic web sites the opportunity to furnish their online users with the same comprehensive, user-friendly, and timely financial data & market news that DBC Online proudly offers it's own customers DBC co-brands these pages by using the logo, background and navigation bars of the company's web site, creating a BLQ that retains the look and feel of the original site design. Every page will earry both the company and the DBC logo, making it a true co-branded site Creating a BLQ site with DBC Online is an |

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<sup>&</sup>lt;sup>2</sup> For more information about the Internet Archive and web pages archived therein, see Internet Archive Frequently Asked Questions, http://www.archive.org/about/faqs.php. [DFNDT0001590-1633]

<sup>&</sup>lt;sup>3</sup> Also see DBC Online: Person Quote Link, http://web.archive.org/web/19970705042614/www.dbc.com/cgi-bin/htx.exe/core/dbc/pql.h... (August 5, 1997 version of www.dbc.com/cgi-bin/htx.exe/core/dbc/pql.h... as archived by the Internet Archive. (see note 2)). [DFNDT0001584-9]

| Comparison | of the | II & Patent | No 6 620    | 135 and the   | DRC Prior | Ar |
|------------|--------|-------------|-------------|---------------|-----------|----|
| Comparison | or the | U.S. Pateni | 1.0.0.0.049 | .1.35 and inc | DOC Frior | Αľ |

|              | Comparison of the U.S. Patent No. 6,622,135 and the DBC Prior Art |  |  |  |
|--------------|---|--|--|--|
| Claim<br>No. | Claim Language of U.S. Patent No. 6,629,135                       | Relevant Disclosure in DBC Prior Art   |  |  |
|              |   | easy and reliable way to supplement a company's existing website with an excellent source of the financial and market news." DBC Co-Branded Sites. [DFNDT0002074-5]  |  |  |
|              |   | "DBC co-brands these pages by using the logo, background and navigation bars of the company's web site, creating a [Brand Label Quote site] that retains the look and feel of the original site design." Contribution Agreement between CBS Inc., DBC and Marketwatch.com, LLC at 43, October 29, 1997 (hereinafter "Contribution Agreement"). [DFNDT0001546-81]                       |  |  |
|              |   | "DBC designs a customized company Web site quote page that enables another company's Web site visitors to 'seamlessly access' DBC's quote server even though it appears they are still on the original company's site." Data Broadcasting Real-Time Stock Market Quote Service Begins, Business Wire, April 26, 1996 (hereinafter "Data Broadcasting Press Release"). [DFNDT0001544-5] |  |  |
|              |   | "DBC has offered other companies a special link to its quote server through a customized 'brand-label' quote service. DBC designs a quote page for the client's company's Web site and users actually access DBC's quote server, even though it appears they are still on the original company's site." \$29.95 a Month Press Release.   |  |  |

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|              | Comparison of the U.S. Patent No. 6,629,135 and the DBC Prior Art  |  |  |  |
|--------------|--|--|--|--|
| Claim<br>No. | Claim Language of U.S. Patent No. 6,629,135  | Relevant Disclosure in DBC Prior Art   |  |  |
|              |  | [DFNDT0001582-3]  "DBC Online's quote retriever can now be put on your Web site – absolutely FREE! By adding just a few lines of HTML code, you can have data from America's leading provider of market information directly on your own web page. The customizability of the quote page allows you to place the title of your Web site at the top of the results screen. And your site will always be backlinked at the bottom of the results screen, so that anyone who uses your 'Personal Quote' box will feel as though they were still on your Web site!" DBC Online: Person Quote Link, http://web.archive.org/web/19961115110927/www3.dbc.com/cgi-bin/htx.exe/core/dbc/pql (November 15, 1996 version of www3.dbc.com/cgi-bin/htx.exe/core/dbc/pql as archived by the Internet Archive. (see note 2)) (hereinafter, "DBC Online website").4 [DFNDT0001584-9]   |  |  |
| 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 | The selected commerce object is, for example, stock quotes from New York Stock Exchange.  "DBC has offered other companies a special link to its quote server through a customized 'brand-label' quote service. DBC designs a quote page for the client's company's Web site and users actually access DBC's quote server, even though it appears they are still on the original company's site." \$29.95 a Month Press Release. [DFNDT0001582-3]  "DBC Online's quote retriever can now be put on your Web site – absolutely FREE! By adding just a few lines of HTML code, you can have data from America's leading provider of market information directly on your own web page. The customizability of the quote page allows you to place the title of your Web site at the top of the results screen. And your site will always be backlinked at the bottom of the results screen, so that anyone who uses your 'Personal Quote' box will feel as though they were still on your Web site!" DBC Online website. [DFNDT0001584-9]  "DBC co-brands these pages by using the logo, background and navigation bars of |  |  |

<sup>&</sup>lt;sup>4</sup> Also see DBC Online: Person Quote Link, http://web.archive.org/web/19970705042614/www.dbc.com/cgi-bin/htx.exe/core/dbc/pql.h... (August 5, 1997 version of www.dbc.com/cgi-bin/htx.exe/core/dbc/pql.h... as archived by the Internet Archive. (see note 2)). [DFNDT0001584-9] 70586

|              | Comparison of the U.S. Patent No. 6,629,135 and the DBC Prior Art   |  |  |  |
|--------------|---|--|--|--|
| Claim<br>No. | Claim Language of U.S. Patent No. 6,629,135   | Relevant Disclosure in DBC Prior Art   |  |  |
|              |   | the company's web site, creating a [Brand Label Quote site] that retains the look and feel of the original site design." Contribution Agreement. [DFNDT0001546-81]  " DBC designs a customized company Web site quote page that enables another company's Web site visitors to 'seamlessly access' DBC's quote server even though it appears they are still on the original company's site." Data Broadcasting Press Release. [DFNDT0001544-5]   |  |  |
| 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. | "DBC has offered other companies a special link to its quote server through a customized 'brand-label' quote service. DBC designs a quote page for the client's company's Web site and users actually access DBC's quote server, even though it appears they are still on the original company's site." \$29.95 a Month Press Release. [DFNDT0001582-3]  "DBC Online's quote retriever can now be put on your Web site – absolutely FREE! By adding just a few lines of HTML code, you can have data from America's leading provider of market information directly on your own web page. The customizability of the quote page allows you to place the title of your Web site at the top of the results screen. And your site will always be backlinked at the bottom of the results screen. And your site will always be backlinked at the bottom of the results screen. So that anyone who uses your 'Personal Quote' box will feel as though they were still on your Web site!" DBC Online website. [DFNDT0001584-9]  "DBC co-brands these pages by using the logo, background and navigation bars of the company's web site, creating a [Brand Label Quote site] that retains the look and feel of the original site design." Contribution Agreement. [DFNDT0001546-81]  " DBC designs a customized company Web site quote page that enables another company's Web site visitors to 'seamlessly access' DBC's quote server even though it appears they are still on the original company's site." Data Broadcasting Press Release. [DFNDT0001544-5] |  |  |

### $Comparison \ of the \ U.S.\ Patent\ No.\ 6,629,135\ and\ U.S.\ Patent\ No.\ 6,016,504\ "Method\ and\ system\ for\ tracking\ the\ purchase\ of\ a\ product\ and\ and\ system\ for\ tracking\ the\ purchase\ of\ a\ product\ and\ and\ system\ for\ tracking\ the\ purchase\ of\ a\ product\ and\ and\ system\ for\ tracking\ the\ purchase\ of\ a\ product\ and\ and\ system\ for\ tracking\ the\ purchase\ of\ a\ product\ and\ and\ system\ for\ tracking\ the\ purchase\ of\ a\ product\ and\ and\ system\ for\ tracking\ the\ purchase\ of\ a\ product\ and\ and\ system\ for\ tracking\ the\ purchase\ of\ a\ product\ and\ and\ system\ for\ tracking\ the\ purchase\ of\ a\ product\ and\ and\ system\ for\ tracking\ the\ purchase\ of\ a\ product\ and\ and\ system\ for\ tracking\ the\ purchase\ of\ a\ product\ and\ and\ system\ for\ tracking\ the\ purchase\ of\ a\ product\ and\ and\ system\ for\ tracking\ the\ purchase\ of\ a\ product\ and\ and\ system\ for\ tracking\ the\ purchase\ of\ a\ product\ and\ and\ system\ for\ tracking\ the\ purchase\ of\ a\ product\ and\ and\ system\ for\ tracking\ the\ purchase\ of\ a\ product\ and\ and\ system\ for\ tracking\ the\ purchase\ of\ a\ product\ and\ and\ system\ for\ tracking\ the\ purchase\ of\ a\ product\ and\ and\ system\ for\ tracking\ the\ purchase\ of\ a\ product\ and\ and\ system\ for\ tracking\ the\ purchase\ and\ and\ system\ for\ tracking\ the\ purchase\ and\ and\ system\ for\ tracking\ the\ purchase\ and\ system\ for\ tracking\ the\ purchase\ and\ system\ for\ tracking\ the\ purchase\ the\ purchase\ system\ for\ the\ purchase\ the\ purchase\$ services over the Internet "1

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, U.S. Patent No. 6,016,504 anticipates and/or renders obvious, alone or in combination with other prior art identified in Defendants' Amended Invalidity Contentions, the asserted claims as described in part below.

| Claim<br>No. | Claim Lauguage of U.S. Patent No. 6,629,135  | Relevant Disclosure in U.S. Patent No. 6,016,504 ("the '504 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: | The '504 patent discloses an e-commerce outsourcing process wherein a host website ('virtual outlet Web site,' Col. 5:25) in communication with a visitor computer ('customer computer,' Col. 5:37-38) is provided with context sensitive, transparent e-commerce support pages ('merchant Web page,' Col. 5:50) to facilitate purchases from customers:  • A "method where [a] merchant, virtual outlet owner, and customer each have a computer connected through a network and where [a] purchase is conducted as a transaction over the network.'' Col. 4:5-7 (Summary of the invention).  • "To purchase a product, a customer would first view a Web page provided by a VO If a customer wishes to find more information about a product (e.g., cost or size information) or to purchase the product, the customer simply selects the image of the product displayed. When the image is selected, the customer computer then requests access to the merchant Web page identified by the associated URL. A merchant computer provides the merchant Web page to the customer computer.'' Col. 5:40-53. |
|              |  | The merchant computer dynamically creates a Web page with "a layout similar to that of the Web page for the [VO]." Col. 7:54-60.   |
| 8(a)         | capturing a look and feel description associated with a host website;  | The 'S04 patent discloses capturing a look and feel description associated with a host website (VO). The look and feel description is provided by the virtual outlet to the merchant.  • "The Web page of FIG. 6 inputs information concerning the appearance that the VO expects for a merchant order Web page that will be displayed when a customer hot links through the VO to the merchant site. This information   |

Unless noted, all citations in this chart are to U.S. Patent No. 6,016,504 "Method and system for tracking the purchase of a product and services over the Internet" by Arnold, Bennett, et al. (filed Aug. 28, 1996, issued Jan. 18, 2000). [DFNDT0000077-0000114]

# $Comparison \ of the U.S.\ Patent\ No.\ 6,629,135\ and\ U.S.\ Patent\ No.\ 6,016,504\ "Method \ and\ system\ for\ tracking\ the\ purchase\ of\ a\ product\ and\ services\ over\ the\ Internet"$

| Claim<br>No. | Claim Language of U.S. Patent No. 6,629,135 | Relevant Disclosure in U.S. Patent No. 6,016,504 ("the '504 patent")   |
|--------------|---|--|
|              |   | includes a URL for a graphics file that contains the VO's logo, the desired background color, and other such information." Col. 9:14-20.   |
|              |   | <ul> <li>"The example confirmation Web page repeats certain of the supplied sign-up<br/>information and displays the appearance requested by the representative for the<br/>merchant order Web page, including colors and fonts." Col. 9:46-50.</li> </ul> |
|              |   | <ul> <li>"[The Merchant Sign-up Component] prepares a confirmation Web page in the<br/>style specified by the VO for order processing Web pages, including specified<br/>logos, graphics, colors, and text fonts[.]" Col. 12:59-65.</li> </ul>             |
|              |   | <ul> <li>"[Software routines] support processes by which the VO changes the<br/>appearance of order Web pages displayed by the merchant to customers."<br/>Col. 13:67-14:2.</li> </ul>   |
|              |   | "FIG. 16 lists example information returned by the VO to the merchant during<br>the sign-up process." Col. 12:55-56.   |
|              |   | The information in Figure 16 includes: URL of logos to display on order pages; URL for graphics for background; colors for various parts of screen; fonts for text; other characteristics for HTML display; etc.   |
|              |   | The '504 patent also discloses capturing a look and feel description using the Screen Customization option Provided in the Virtual Outlet Signup Screen:   |

Comparison of the U.S. Patent No. 6,629,135 and U.S. Patent No. 6,016,504 "Method and system for tracking the purchase of a product and services over the Internet"

| Claim<br>No. | Claim Language of U.S. Patent No. 6,629,135 | Relevant Disclosure in U.S. Patent No. 6,016,504 ("the "504 patent")   |
|--------------|---|--|
| 2334         |   | White Outer Syrup Exercise - Microsoft Mernet Exposes  |
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|              |   | Sud Sovient Sup Batted flows Search Bentines first Son State (20 Senters Links (20 S |
|              |   | Actions (http://www.hotsebrottes.com/signup/tan ::3  |
|              |   | Your lago:   |
|              |   | Type to the field USD, of your legs, for assemple, "Repulsion confined and hopform OSD, OSB an OSD." You say have the field that it, but your legs will be show as our payor.  |
|              |   | Coppe: (stockness and construction strategic s |
|              |   | Secreca existomization:  |
|              |   | You may make our ourse host just like as extension of your mon Web Sto by subsceeding retires and budgesseed trackets.   |
|              |   | All information here in optional. Leaves the fishis blank and we'll use our detailed:  |
|              |   | Recigrent grophic  |
|              |   | Typo is the tail park to a copy of year background. Economic: "Dispollment content and angeloper study gift"   |
|              |   | Serkgook   |
|              |   | Text Colors:   |
|              |   | Coders are defined in HTML so six diget hexadecimal numbers. Noder to an 1814d. manual for more deduts.  |
|              |   | Besigned (CCCCC) Trans (CCCCC) Links (MODE Visited (MODE) Clark (MODE)   |
|              |   | Check everything over, and submit the turns. It till is neal, then we will deplay you an example page.   |
|              |   | [See '504 at Figure 6.]  |
|              |   | As described in the "Screen Customization Field: "You may make our scrms (sic) look  |
|              |   | just like an extension of your own Web site by customizing colors and background images!"  |
| 8(b)         | providing the host website with a link for  | The '504 patent discloses providing the host website (VO) with a link (URL) for  |

- 2 -

# Comparison of the U.S. Patent No. 6,629,135 and U.S. Patent No. 6,016,504 "Method and system for tracking the purchase of a product and services over the Internet"

| Claim<br>No. | Claim Language of U.S. Patent No. 6,629,135   | Relevant Disclosure in U.S. Patent No. 6.016.504 ("the '504 patent")  |
|--------------|---|---|
|              | 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   | inclusion within a page on the host website for serving to a visitor computer (customer), wherein the provided link correlates the host website with a selected commerce object (product):  "The Catalog, Browser routine allows a VO representative to browse through catalog Web pages supplied by the merchant Items for sale are described and listed along with URLs corresponding to the order Web page that the merchant will supply to a customer linking through a VO Web page to the merchant site in order to purchase the item. The VO may incorporate items into the VO Web pages by including the URLs obtained from the merchant's catalog as hot links in the VO Web pages." Col. 10:41-50.   |
| 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. | The '504 patent discloses, upon receiving an activation of the provided link from the visitor computer (customer selects merchant hotlink on VO Web page), serving to the visitor computer (customer computer) an e-commerce supported page (order page) with a look and feel corresponding to the captured look and feel description of the host website (VO) associated with the provided link and with content based on the commerce object (product) associated with the provided link:  • Where a request to display an order Web page corresponding to an item displayed by the VO on a VO Web page "has come to the merchant via a hotlink from the VO Web Page" the Merchant Order Processing Component "retrieves stored information supplied by the VO that allows the merchant computer to construct a description of an order Web page that appears similar to a VO Web page and uses the information to construct a description of an order Web page and send it to the customer[.] 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." Col. 14:15-27 (emphasis added).  • Claim I (emphasis added):  • [] |

# Comparison of the U.S. Patent No. 6,629,135 and U.S. Patent No. 6,016,504 "Method and system for tracking the purchase of a product and services over the Internet"

- 3 -

| Claim<br>No. | Claim Language of U.S. Patent No. 6,629,135 | Relevant Disclosure in U.S. Patent No. 6,016,504 ("the '504 patent")   |
|--------------|---|--|
|              |   | Displaying at the customer computer the virtual outlet Web page; Receiving from the customer at the customer computer a selection of the product; Sending from the customer computer to the merchant computer a request for the merchant Web page identified by the link associated with the selected product, the request including an indication of the virtual outlet; Receiving at the merchant computer the request for the merchant Web page; Upon receiving the request for the merchant Web page, under control of the merchant computer, modifying the merchant Web page  Sending from the merchant computer the modified merchant Web page. Claim 2 (emphasis added): The method of claim 1 wherein the merchant computer maintains a database of information describing a desired layout of the merchant Web page when the merchant Web page is accessed through the virtual outlet Web page and wherein the merchant computer customizes the merchant Web page in accordance with the information. |
|              |   | Claim 3:     The method of claim 2 wherein the information includes a name and logo of the virtual outlet.   |
|              |   | Claim 4     The method of claim 2 wherein the information includes preferred coloring of the merchant Web page.  |
|              |   | Claim 5     The method of claim 1 wherein the links are universal resource locators.   |

### Comparison of U.S. Patent No. 6,629,135 and Sextoy.com Prior Art1

<sup>1</sup> Also see Cyber-Sex-Toys Main Menu ..., 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.sextov.com/voursite/voursite.html; and The Agreement. http://web.archive.org/web/19970607071136/www.sextoy.com/yoursite/agreemnt.html. [DFNDT000952-000956]

Cyber-Sex-Toys Main Menu .... 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/yoursite.html; and The Agreement, http://web.archive.org/web/19970711072555/www.sextoy.com/yoursite/agreemnt.html. [DFNDT000957-000961]

Cyber-Sex-Toys..., 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.sextov.com/voursite/voursite.html; Banners to Promote your own sextov 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/agreemnt.html. [DFNDT000962-000967]

Cyber-Sex-Toys..., 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://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/19981205014933/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://web.archive.org/web/19981207071712/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://web.archive.org/web/19981212021024/http://sextoy.com/ (December 12, 1998 version of sextoy.com as archived by the Internet Archive (see note 4)) and related pages including: Free business opportunity to make money from commission with xxx adult sextoys, http://web.archive.org/web/19981212032701/www.sextoyfun.com/. [DFNDT000976-000979]

Sextoys sex toys adult xxx ..., 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://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, .1.

### Comparison of U.S. Patent No. 6,629,135 and Sextoy.com 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 Sextoy.com Website at www.sextoys.com<sup>2</sup>, (hereinafter "Sextoy") anticipate and/or render obvious, alone or in combination with other prior art identified in Defendants' Amended Invalidity Contentions, 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. [DFNDT000984-000989]

Sextoys sex toys adult xxx ..., 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://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://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 as archived by the Internet Archive (see note 4)). [DFNDT0001001-0001002]

Banner.html, http://web.archive.org/web/19990910044933/http://www.sextoyfun.com/cgibin/convbrowse.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.wcool.com/cnv/philo.html, February 4, 1998 version of www.wcool.com/cnv/philo.html as archived by the Internet Archive (see note 3)). [DFNDT0001080-0001081]

<sup>2</sup> WHOIS Record for sextoy.com, http://www.networksolutions.com/whois/results.jsp?whoistoken=11 (last visited August 8, 2006) (sextoy.com was first registered on May 2, 1995). [DFNDT0001060-0001061]

### Comparison of U.S. Patent No. 6,629,135 and Sextoy.com Prior Art

| Claim | Claim Language of U.S. Patent No. 6,629,135    | Relevant Disclosure in Sextoy.com Prior Art   |
|-------|--|---|
| No.   |  |   |
| 8     | An e-commerce outsourcing process providing a  | The sextoy.com website was an e-commerce outsourcing solution for other             |
|       | host website in communication with a visitor   | companies or individual website operators (hereinafter "host website operator"),    |
|       | computer with context sensitive, transparent   | which allowed host website operators to sell sex toys over the internet under their |
|       | e-commerce support pages, comprising the steps | own name with the same look and feel as their own website.                          |
|       | of::   |   |
|       |  | "Promote your own sextoy site!  |
|       |  | We will rnn 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 <sup>2</sup> ). [DFNDT000945-000946] 4,5                                    |
|       |  |   |

<sup>&</sup>lt;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/faqs.php. [DFNDT0001048-0001059]

While Levine's conventional affiliate system was launched after SportSource and CDNow, his pioneering role was the invention of "vcommerce" an e-commerce business model halfway between traditional affiliate systems and outright etailing.

. [T]he v-commerce operation pioneered by Levine offers ... [a] central e-supplier provid[ing] an online "catalog" from which the vcommerce 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 rnn by the affiliate.

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### Comparison of U.S. Patent No. 6,629,135 and Sextoy.com Prior Art

| Claim Claim Language of U.S. Patent No. 6,629.135 Relevant Disclosure in Sextoy.com Prior Art No. |   |
|---|---|
|   | "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."                                       |
|   | More information - Promote your own sextoy site,                                      |
|   | http://web.archive.org/web/19980517011212/sextoy.com/cnv/moreinfo.html                |

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 (Iconomy, Vitessa) or trying to re-invent themselves into another category that would attract more venture capital (esaler.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 ecommerce on the Internet something that has eluded hundreds of venture-financed etailers 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). [DFNDT0001048-0001059]; also see WHOIS Record for sextoyfun.com,

http://www.networksolutions.com/whois/results.jsp?whoistoken=13 (last visited August 8, 2006) (sextoyfun.com was first registered on September 9, 1998) [DFNDT0001065-0001068]

<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 Mall 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 sigu up and get their own sextoy site for free. They can make the site look like their own, but we handle the orders and fulfilment [sic] and then send the affiliate a commission check each month for the sales in their store.") [DFNDT0001078-0001079]

<sup>&</sup>lt;sup>4</sup> Also see Lewis Perdue, EroticaBiz How Sex Shaped the Internet 5-6 (IdeaWorx 2002), available at http://www.eroticabiz.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.

<sup>6</sup> Internet Archive Frequently Asked Questions, supra note 4.

### Comparison of U.S. Patent No. 6,629,135 and Sextoy.com Prior Art

| Claim | Claim Language of U.S. Patent No. 6,629,135                           | Relevant Disclosure in Sextoy.com Prior Art  |
|-------|---|--|
| No.   |   | (emphasis removed) (May 17, 1998 version of sextoy.com/cnv/moreinfo.html as  |
|       |   | archived by the Internet Archive <sup>6</sup> ). [DFNDT000947]   |
|       |   | It is well know 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 Covergence, Inc., the owner and operator of sextoy.com, is "[r]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., Febrnary 4, 1998 version (emphasis removed). [DFNDT0001080-000181] |
|       |   | 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; | Capture took place when the host website operator emailed to dnl@sextoy.com or faxed to (617) 666-3421 the Promote your own sextoy site page.  |
|       |   | "To get started as soon as possible: Please email the information below to us now dml@sextoy.com. Or you can fax it to (617) 666 3421."  Promote your own sextoy site, 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.   |

### Comparison of U.S. Patent No. 6,629,135 and Sextoy.com Prior Art

| Claim | Claim Language of U.S. Patent No. 6,629,135  | Relevant Disclosure in Sextoy.com Prior Art  |
|-------|--|--|
| No.   |  |  |
|       |  | 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.  • Back To(your site name)   |
|       |  | 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") 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 vour own sextov site, 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 | "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]  |
|       |  | "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."  Banners to Promote your own sextoy site,   |

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### Comparison of U.S. Patent No. 6,629,135 and Sextoy.com Prior Art

| Claim<br>No. | Claim Language of U.S. Patent No. 6,629,135   | Relevant Disclosure in Sextoy.com Prior Art  |
|--------------|---|--|
|              |   | http://web.archive.org/web/19980517011218/sextoy.com/cnv/banner.html (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 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. | 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).  **  • Vibrator and Stimulator World - Realistic Cocks, Massagers, Strap-Ons, Vibrating eggs, and more.  • Toys For Men - Pumps, Vaginas, Cock Rings, Strap-On Penises, Blow job simulators, and more.  • Bondage Fantasy - Restraints, Body jewelry, Swings, and more.  • Butt Of Course - a Variety of anal stimulators including Inflatable, Ejaculating, and Climax Beads.  • Pleasure Kits - Special occasion gift kits and variety kits for stimulation.  • Female, Male, and Animal - Love Dolls. The best selection in cyberspace.  • Lotions, Creams, and Oils - For lubrication, flavor, massage, desensitization and more.  • Edible Sex - Edible undies, edible condoms, penis pasta and more.  • 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). * [DFNDT000950-000931] |

<sup>&</sup>lt;sup>7</sup> Internet Archive Frequently Asked Questions, *supra* note 4.

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### Comparison of U.S. Patent No. 6,629,135 and Sextoy.com Prior Art

| Claim<br>No. | Claim Language of U.S. Patent No. 6,629,135 | Relevant Disclosure in Sextoy.com Prior Art   |
|--------------|---|---|
| 146          |   | 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. |
|              |   | "To get started as soon as possible: Please email the information below to us now dml@sextoy.com. Or you can fax it to (617) 666 3421." Promote your own sextoy site, 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 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.   |
|              |   | Back To(your site name)     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") Also, if you want to insert an image for the background either   |

www.bluetrouble.com/sextoys/index.html as archived by the Internet Archive (See note 3)) (bluetrouble.com was an affiliate of sextoy.com; the same

products (in the same product categories) were also available at Sextoys sex toys adult xxx ..., http://web.archive.org/web/20000408212358/http://www.sextoy.com/ (April 8, 2000 version of www.sextoy.com as archived by the Internet Archive (see note 4))). [DFNDT0001075-0001077]

<sup>&</sup>lt;sup>8</sup> The products and organization of the Sextoys sex toys adult xxx ... webpage at 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/sextoys/index.html [Document 29] (April 19, 2000 version of 705608 -7-

### Comparison of U.S. Patent No. 6,629,135 and Sextoy.com Prior Art

| Claim Claim Language of U.S. Patent No. 6,629,135<br>No. | Relevant Disclosure in Sextoy.com Prior Art   |
|--|---|
|  | 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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### Comparison of U.S. Patent No. 6,629,135 and One & Only Articles Prior Art

| Claim Claim Language of U.S. Patent No. 6.629,135<br>No. | Relevant Disclosure in One & Only Articles Prior Art ("One & Only")   |
|--|---|
|  | One and Only allows affiliates to customize navigational features, such as search categories, for their sites, which makes it harder to tell users they have to switch." Whit Andrews, Partners in Affiliate Marketing Struggle With Branding Issue. [DFNDT0001690-0001692, DFNDT0001712-0001715] 5.6,7 |
|  | "One & Only Interuet Personals offers a customized version of their classifieds service that integrates seamlessly with the look and feel of the owner's website."  James L. Marciano, Are Affiliate Programs for You?, Web Marketing Today Issue   |

<sup>&</sup>lt;sup>5</sup> Also see Welcome To One&Only Network, April 27, 1999 version ("We provide you with detailed stats, a customizable web site to integrate into your own web presence .... Let us put you on the fast track to B-Commerce success with our proven content that you can customize and market as your own."), [DFNDT0001693-0001699]

Our UTrade product has fremendous flexibility. Let's say you have an antique web site, and you want to join our program to make some cash and get some auction content.

BUT...you want to maintain your antique theme. With our unique customization technology you can build your associate site to only show antique listings. On top of that, let's say you already have you're own logo and brand name you'd like to use and you've get a great background color you like. Oh, and let's say your from Pennsylvania and you want to add a "local feel you set sit." Well, with UTrade, you can set up an associate site that will have your name, logo, background color, only listing antiques from Pennsylvania!

Our system is flexible [sic] enough to handle your every whim! Again, we want to provide you with the tools you need to succeed.

With our easy customization features, we become part of your site. You can add your logo, specify a background color or gif, design your own menu bar [sic]. You can even filter the database on search criteria such as goography and category. All our products are set up so you can event a customized service that caters to your existing audience and blends seamlessly with your own web site. No other associate program gives you the tools to tailor your content to fit your current home page.

Don't worry about losing visitors either because a link back to your main home page is prominently displayed at all times within your associate site.") (emphasis and links removed). [DFNDT0001700-0001701]

<sup>7</sup> Also see Mike Curtis, Affiliate Programs: Why They're Going To LAST, available at

not see tanks canals, against a regenum, my any re coung of a tank, a canalon, as a factor of the high probability of the property with 1999 (1912) and a received by the Internet Archive. (see note 6) ("the One & Only Romance Network (personal classified ads) assigns each associate a unique "associate site" that is theirs specifically. We use an ID number, with a database query string in the URL, to track sales and traffic for each associate."). IPPNDT0001704-00017061

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### Comparison of U.S. Patent No. 6,629,135 and One & Only Articles Prior Art<sup>1,2</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 One & Only Internet Personals at www.one-and-only.com, anticipates and/or renders obvious, alone or in combination with other prior art identified in Defendants' Amended Invalidity Contentions, the asserted claims as described in part below.

| Claim<br>No. | Claim Language of U.S. Patent No. 6,629,135   | Relevant Disclosure in One & Only Articles Prior Art ("One &Only")   |
|--------------|---|--|
| 8            | An e-commerce outsourcing process providing a<br>host website in communication with a visitor<br>computer with context sensitive, transparent e-<br>commerce support pages, comprising the steps<br>of: | One & Only was an e-commerce outsourcing solution for other companies or individual website operators (hereinafter "associates"), which allowed associates to have a personals website under their own name with the same look and feel as their own website. 3, 4  "Consider, for instance, matchmaker site One & Only. The site, which launched in 1996, makes half of its money from an affiliate network with more than 8,000 members."  Whit Andrews, Partners in Affiliate Marketing Struggle With Branding Issues, Internet World, April 13, 1998. [DFNDT0001690-0001692, DFNDT0001712-0001715] |
| 8(a)         | capturing a look and feel description associated with a host website;   | "The site [One & Only], which launched in 1996, makes half of its money from an affiliate network with more than 8,000 members. Each of these members has the choice of building a private-label site or a co-branded site with One & Only And   |

I See also the prior art identified in the invalidity contentions for the One & Only Network Prior Art.

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### Comparison of U.S. Patent No. 6,629,135 and One & Only Articles Prior Art

| Claim | Claim Language of U.S. Patent No. 6,629,135  | Relevant Disclosure in One & Only Articles Prior Art ("One & Only")  |
|-------|--|--|
| No.   |  | 43, April 1, 1998 [DFNDT0001693-0001697, DFNDT0001716-0001719]   |
|       |  | The host is the affiliate, the outsource provider is One & Only and the merchant is person placing the classified or personal ad.  |
| 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 | One & Only provided the associate with a hyperlink to their One & Only website. The associate then placed the hyperlink on another website. The link is correlated with a selected commerce object (membership in the personals website) <sup>8, 9</sup>   |
|       | selected commerce object; and  | "In an affiliate program, interested Web sites register with merchants to recommend items for sale. Then they establish lists of merchandise on their sites, and when users click through to buy, the referring Web site gets a cut of the sale."  Whit Andrews, Partners in Affiliate Marketing Struggle With Branding Issue. |
|       |  | [DFNDT0001690-0001692, DFNDT0001712-0001715]  "The site [One & Only], which launched in 1996, makes half of its money from an  |
|       |  | affiliate network with more than 8,000 members. Each of these members has the choice of building a private-label site or a co-branded site with One & Only And One and Only allows affiliates to customize navigational features, such as search   |
|       |  | categories, for their sites, which makes it harder to tell users they have to switch."  Whit Andrews, Partners in Affiliate Marketing Struggle With Branding Issue. [DFNDT0001690-0001692, DFNDT0001712-0001715]   |
| 8(c)  | upon receiving an activation of the provided link<br>from the visitor computer, serving to the visitor<br>computer an e-commerce supported page with a                                 | "In an affiliate program, interested Web sites register with merchants to recommend items for sale. Then they establish lists of merchandise on their sites, and when users click through to buy, the referring Web site gets a cut of the sale."  |
|       | look and feel corresponding to the captured look<br>and feel description of the host website   | Whit Andrews, Partners in Affiliate Marketing Struggle With Branding Issue. [DFNDT0001690-0001692, DFNDT0001712-0001715] 10,11   |

<sup>8.</sup> Also see Custom Features, April 22, 1999 version ("Get Your HTML Link Code ... Can You Just Have a Link on Your Site ... Of course...") (emphasis and link removed). [DFNDT0001700-0001701]

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<sup>§</sup> Also see Custom Features, http://web.archive.org/web/1999/422060034http://www.oneandonlynetwork.com/customize.htm (April 22, 1999 version of www.oneandonlynetwork.com/customize.htm a servived by the Internet Archive. (see note of) ("Our unmatched leading-edge co-branding technology gives you the ability to customize and integrate our content into your site seamlessly. All content appears to be your own because we match the look and feel to your home page."\(\text{Customizing makes}\) it easy to maintain your sites [sic] look and feel. With our easy customization features, we become part of your site. You and do your loops and design your own menu bar.

<sup>&</sup>lt;sup>2</sup> WHOIS Record forme-and-only.com, http://www.networksolutions.com/whois/results.jsp?/whoistoken=0 (last visited August 14, 2006) (one-and-only.com was first registered on November 30, 1995), [DFND70001707-0001711]

<sup>&</sup>lt;sup>3</sup> Also see Welcome To One&Only Network, http://web.archive.org/web/19990427193911/nttp://www.oneandonlynetwork.com/ (April 27, 1999 version of www.oneandonlynetwork.com/ as archived by the Internet Archive. (see note 6)) ("We [One & Only] provide you with the tools that free you [associates] from the limitations and distractions associated with making money online. You focus on the creative and marketing and while we maintain the hardware, programming and customer support, including credit card approval and billing. We provide you with detailed stats, a customizable web site to integrate into your own web presence, tips on how to succeed, and most importantly the CONTENTY. [DPDT001069-0001699].

<sup>&</sup>lt;sup>4</sup> Also see One & Only Internet Personals and Romance, http://wwb.archive.org/web/19970609215214/http://www.one-and-only.com/menul.htm (June 9, 1997 version of www.one-and-only.com/menul.htm as archived by the Internet Archive. (see note 6)) ("Match you website to the world. One & Only brings your site revenue."). [DPNDT0001702-0001703]

<sup>&</sup>lt;sup>9</sup> Also see Welcome To One&Only Network, April 27, 1999 version ("Get Your HTML Link Code") (emphasis and link removed). [DFNDT0001698-0001699]

<sup>10</sup> Also see Custom Features, April 22, 1999 version ("Our unmatched leading-edge co-branding technology gives you the ability to customize and integrate our content into your site seamlessly. All content appears to be your own because we match the look and feel to your home page.

### Comparison of U.S. Patent No. 6,629,135 and One & Only Articles Prior Art

| Claim Claim Language of U<br>No.  | .S. Patent No. 6,629,135 | Relevant Disclosure in One & Only Articles Prior Art ("One & Only")   |
|---|--------------------------|---|
| associated with the prov<br>content based on the co<br>associated with the prov | mmerce object            | "The site [One & Only], which launched in 1996, makes half of its money from an affiliate network with more than 8,000 members. Each of these members has the choice of building a private-label site or a co-branded site with One & Only And One and Only allows affiliates to customize navigational features, such as search categories, for their sites, which makes it harder to tell users they have to switch." Whit Andrews, Partners in Affiliate Marketing Struggle With Branding Issue. [DFNDT0001690-0001692, DFNDT0001715]  "One & Only Internet Personals offers a customized version of their classifieds service that integrates seamlessly with the look and feel of the owner's website." James L. Marciano, Are Affiliate Programs for You?. [DFNDT0001693-0001697, DFNDT0001716-0001719] |

You can create your own product identity with a unique appeal.... With our easy customization features, we become part of your site. You can add your logo, specify a background color or gif, design, your own mem bar [sic]. You can even filter the deabbase on search criteria such as geography and category. All our products are set up so you can create a customized service that caters to your existing audience and blends seamlessly with your own web site. No other associate program gives you the tools to failor your content to fit your current home page.

Our UTrade product has tremendous flexibility. Let's say you have an antique web site, and you want to join our program to make some cash and get some auction content.

BUT\_you want to maintain your antique theme. With our unique customization technology you can build your associate site to only show antique listings. On top of that, let's
say you already have you're own logo and brand name you'd like to use and you've got a per background color you like. Oh, and let's say your from Pennsylvania and you want
to add a "local feel to your site!" Well, with UTrade, you can set up an associate site that will have your name, logo, background color, only listing antiques from Pennsylvania!

Our system is flexible [sic] enough to handle your every whin! Again, we want to provide you with the tools you need to succeed.

Customizing makes it easy to maintain your sites look and feel. With our easy customization features, we become part of your site. You can add your logo and design your own mean bar.") (emphasis and links removed.). [DFNDT0001700-0001701]

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### Comparison of the U.S. Patent No. 6,629,135 and IBM Prior Art

| Claim | Claim Language of U.S. Patent No. | Relevant Disclosure in IBM Prior Art   |
|-------|-----------------------------------|--|
| No.   | 6,629,135                         |  |
|       |                                   | Leasing & Financing website,   |
|       |                                   | http://web.archive.org/web/19961227153901/www.financing.hosting.ibm.com  |
|       |                                   | (December 27, 1996 version of www.financing.hosting.ibm.com as archived by   |
|       |                                   | the Internet Archive. *); [DFNDT0001799-0001801].  |
|       |                                   | IBM Ordering website,  |
|       |                                   | http://web.archive.org/web/19961220005843/www.ibm.com/Orders (December   |
|       |                                   | 20, 1996 version of www.ibm.com/Orders as archived by the Internet Archive. <sup>5</sup> ). [DFNDT0001798].  |
|       |                                   | 1995 Annual Report Highlights,   |
|       |                                   | http://web.archive.org/19961104164231/www.financing.hosting.ibm.com/AR95C  |
|       |                                   | L.HTM (November 11, 1996 version of  |
|       |                                   | www.financing.hosting.ibm.com/AR95CL.HTM as archived by the Internet   |
|       |                                   | Archive. <sup>6</sup> (hereiafter "1995 Annual Report of IBM Credit Corp.")).<br>[DFNDT0001879-0001882]  |
|       |                                   | "IBM Direct: Your source for products and services from IBM and our business partners planetwide." IBM Ordering website, December 20, 1996 version. [DFNDT0001798] |
|       |                                   | "[I]n some countries you can even order online." IBM Ordering website,<br>December 20, 1996 version. [DFNDT0001798]  |

<sup>&</sup>lt;sup>4</sup> For more information about the Internet Archive and web pages archived therein, see Internet Archive Frequently Asked Questions, http://www.archive.org/about/faqs.php. [DFNDT0001825-0001868]

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#### Comparison of the U.S. Patent No. 6,629,135 and IBM 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 IBM Prior Art anticipates and/or renders obvious, alone or in combination with other prior art identified in Defendants' Amended Invalidity Contentions, the asserted claims as described in part

|   | Claim Language of U.S. Patent No.<br>6.629,135   | Relevant Disclosure in IBM 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: | IBM Credit Corporation provided a host website entitled, Leasing & Financing Welcome to IBM Customer Leasing and Financing at www.financing.hosting.ibm.com, '(hereinafter "Leasing & Financing website") <sup>2</sup> with a link to a website of IBM Corporation with the same look and feel, entitled, IBM planetwide ordering information at www.ibm.com/Orders (hereinafter "IBM Ordering website"). <sup>2</sup> The merchant for the commerce object is one of IBM's business partners. |

<sup>&</sup>lt;sup>1</sup> WHOIS Record ibm.com, http://www.networksolutions.com/whois/results.jsp?whoistoken=1 (last visited August 8, 2006) (ibm.com was first registered on March 19, 1986); [DFNDT0001821-0001824]

http://web.archive.org/web/19961104165233/www.financing.hosting.ibm.com/CFWWINTR.HTM (November 4, 1996 version of www.financing.hosting.ibm.com/CFWWINTR.HTM as archived by the Internet Archive. (see note 4)); [DFNDT0001808-0001812].

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### Comparison of the U.S. Patent No. 6,629,135 and IBM Prior Art

| Claim<br>No. | Claim Language of U.S. Patent No.<br>6.629,135                        | Relevant Disclosure in IBM Prior Art  |
|--------------|---|---|
| 8(a)         | capturing a look and feel description associated with a host website; | Capture took place when the script to dynamically generate the IBM Ordering web page was written or when the IBM Ordering web page was dynamically generated by the script on December 20, 1996 with the look and feel of the Leasing & Financing web page.   |
|              |   | "HTML generated at Fri, 20 Dec 1996 00:58:45 GMT by /cgi-bin/Orders/nph-index" Source code for <i>IBM Ordering</i> website, http://web.archive.org/web/19961220005843/www.ibm.com/Orders (December 20, 1996 version of www.ibm.com/Orders as archived by the Internet Archive. [DFNDT0001813-0001814] |
|              |   | Order from HB8  |
|              |   | "IBM Ordering website, December 20, 1996 version (header for IBM Ordering website). [DFNDT0001798]  |
|              |   | "SODY bgcolor="#ffffff"> <a name="top"><img alt="IBM planetwide ordering information" height="72" src="fimages/mastheads/masthead order.gif" width="600"/></a> " Source code for IBM Ordering website, December 20, 1996 version (source code for header). [DFNDT0001813-0001814]                     |
|              |   | Footer from IBM Ordering website:   |
|              |   | u u   |

<sup>&</sup>lt;sup>7</sup> Internet Archive Frequently Asked Questions, supra note 4.

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<sup>&</sup>lt;sup>11</sup> Also see Welcome To One&Only Network, April 27, 1999 version ("We provide you with detailed stats, a customizable web site to integrate into your own web presence ... Let us put you on the fast track to E-Commerce success with our proven content that you can customize and market as your own.") (emphasis and link removed). [DFNDT0001693-0001.600].

<sup>&</sup>lt;sup>5</sup> Internet Archive Frequently Asked Questions, *supra* note 4.

<sup>&</sup>lt;sup>6</sup> For more information about the Internet Archive and web pages archived therein, see Internet Archive Frequently Asked Questions, http://www.archive.org/about/faqs.php. [DFNDT0001825-0001868]

Other examples of IBM web pages that were "host websites" in relation to the IBM Ordering website included: The IBM Direct Planetwide home page, http://web.archive.org/web/19961219004723/http://direct.boulder.ibm.com (December 19, 1996 version of http://direct.boulder.ibm.com as archived by the Internet Archive. (see note 4)); [DFNDT0001807]0807]; IBM Planetwide help, http://web.archive.org/web/19961026164521/www.ibm.com/Finding (October 26, 1996 version of www.ibm.com/Finding as archived by the Internet Archive. (see note 4)); [DFNDT0001793-0001797]; and IBM Worldwide Customer Financing.

<sup>&</sup>lt;sup>3</sup> In another example of IBM prior art, the IBM Ordering website (www.ibm.com/Orders) [DFNDT0001798] was the "host website" and The IBM Direct Planetwide home page, December 19, 1996 version (http://direct.boulder.ibm.com) [DFNDT0001802-0001807] was the "second website"

### Comparison of the U.S. Patent No. 6,629,135 and IBM Prior Art

| Claim | Claim Language of U.S. Patent No.       | Relevant Disclosure in IBM Prior Art   |
|-------|---|--|
| No.   | 6,629,135                               |  |
|       |   | [ IBM home page   Order   Contact IBM   Legal ]"   |
|       |   | IBM Ordering website, December 20, 1996 version (footer for IBM Ordering website). [DFNDT0001798]  |
|       |   | " <hr/>  |
|       |   | <b>&amp;</b> #91;  |
|       |   | <a href="http://www.ibm.com/">IBM home page</a>  |
|       |   | <a href="http://www.ibm.com/Orders/">Order</a>   |
|       |   | <a href="http://www.ibm.com/Assist/">Contact IBM</a>   |
|       |   | <pre><a href="http://www.ibm.com/Legal/">Legal</a></pre> /A>"  |
|       |   | Source code for IBM Ordering website, December 20, 1996 version (source code for footer). [DFNDT0001813-0001814]                                     |
| 8(b)  | providing the host website with a link  | A link to the IBM Ordering web page was included in the source code for the  |
|       | for inclusion within a page on the host | Leasing & Financing web page. From the IBM Ordering web page, a visitor  |
|       | website for serving to a visitor        | ordered products and services from IBM and its business partners.  |
|       | computer, wherein the provided link     |  |
|       | correlates the host website with a      | "Order"  |
|       | selected commerce object; and           | Leasing & Financing web page, December 27, 1996 version (emphasis and link removed)(hyperlink to http://www.lbm.Com/Orders/). [DFNDT0001799-0001801] |
|       |   | " <a href="http://www.Ibm.Com/Orders/">Order</a> "   |
|       |   | Source code for Leasing & Financing web page,  |
|       |   | http://web.archive.org/web/19961227153901/www.financing.hosting.ibm.com  |
|       |   | (December 27, 1996 version of www.financing.hosting.ibm.com as archived by the Internet Archive.*). [DFNDT0001816-0001820]                           |
|       |   | "IBM Direct: Your source for products and services from IBM and our business   |

 $<sup>^{\,8}\,</sup>$  Internet Archive Frequently Asked Questions, supra note 4.

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### Comparison of the U.S. Patent No. 6,629,135 and IBM Prior Art

|     | Claim Language of U.S. Patent No. | Relevant Disclosure in IBM Prior Art  |
|-----|-----------------------------------|---|
| No. | 6,629,135                         | text links were shown in blue underlined text and visited text links were shown in red underlined text on both web pages. <sup>10</sup> As described below, the look and feel also include using similar headers and footers. <sup>11</sup>   |
|     |                                   | Additionally, both web pages had headers with a similar look and feel. Both headers had the same blue IBM® logo in the top left corner with a copyright notice below the logo. The copyright notice was separated from the IBM® logo by a pink line that extended the length of the header. On the right side, both headers had a rectangular picture superposed over a portion of the pink line and a rectangular box superposed over a portion of the picture. Both rectangular boxes included text in the same font, size, and color. The text in both boxes was a short title or description of the web page. |

<sup>&</sup>lt;sup>10</sup> Both pages used the default colors of the web browser of the visitor computer for text colors. In the web browser that was used to view these pages, the default colors are blue, red and black for unused text links, visited text links, and regular text respectively. The actual colors of the links and text would have varied based on the default settings of the web browser of the visitor computer but the colors would have been consistent between the two web pages.

http://web.archive.org/web/19961219011414/http://www.pc.ibm.com/thinkpad/ (December 19, 1996 version of www.pc.ibm.com/thinkpad/ as archived by the Internet Archive; see note 4)) [DFNDT0001893-0001904]; End-user Customer Financing website.

http://web.archive.org/web/19961104164326/http://www.financing.hosting.ibm.com/CFCALLIE.HTM (November 11, 1996 version of www.financing.hosting.ibm.com/CFCALLIE.HTM as archived by the Internet Archive; see note 4)); [DFND10001905-0001917]; Remarketer Financing website,

http://web.archive.org/web/19961104164859/http://www.financing.hosting.ibm.com/CFTALBOT.HTM (November 11, 1996 version of www.financing.hosting.ibm.com/ CFTALBOT.HTM as archived by the Internet Archive; see note 4)); [DFNDT0001918-0001927]; 1995 Annual Report of IBM Credit Corp., December 19, 1996 version; [DFNDT0001879-0001882].

### Comparison of the U.S. Patent No. 6,629,135 and IBM Prior Art

| Claim<br>No. | Claim Language of U.S. Patent No.<br>6.629.135   | Relevant Disclosure in IBM Prior Art  |
|--------------|--|---|
|              | United All States  | partners planetwide." <i>IBM Ordering</i> web page, December 20, 1996 version. [DFNDT0001798]   |
|              |  | "[I]n some countries you can even order online." IBM Ordering web page, December 20, 1996 version. [DFNDT0001798]   |
|              |  | IBM Credit Corporation, IBM Corporation, and IBM's business partners are separate and independent corporate entities. 1995 Annual Report of IBM Credit Corp. [DFNDT0001879-0001882]. The host is, for example, IBM Credit Corporation, the outsource provider is IBM Corporation, and the selected merchant is IBM's business partners. |
| 8(c)         | upon receiving an activation of the provided link from the visitor   | From the IBM Ordering web page, a visitor ordered products and services from IBM and its business partners.   |
|              | 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. | "IBM Direct: Your source for products and services from IBM and our busines partners planetwide." <i>IBM Ordering</i> web page, December 20, 1996 version. [DFNDT0001798]   |
|              |  | "[I]n some countries you can even order online." IBM Ordering web page, December 20, 1996 version. [DFNDT0001798]   |
|              |  | The look and feel of the IBM Ordering web page was the same as the look and feel of the Leasing & Financing web page. Specifically, both the IBM Orderin web page and the Leasing & Financing web page used a single column format with text in the same font, size, and black color on a white background. Unuse                       |

<sup>&</sup>lt;sup>9</sup> IBM used this same look and feel on many web pages on many different IBM websites. See e.g. IBM Planetwide help, October 26, 1996 version; [DFNDT0001795-0001797]; The IBM Direct Planetwide home page, December 19, 1996 version; [DFNDT0001802-0001807] and IBM Worldwide Customer Financing, November 4, 1996; [DFNDT0001808-0001812]

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### Comparison of the U.S. Patent No. 6,629,135 and IBM Prior Art

| Claim | Claim Language of U.S. Patent No. | Relevant Disclosure in IBM Prior Art   |
|-------|-----------------------------------|--|
| No.   | 6,629,135                         | Header from Leasing & Financing web page:  |
|       |                                   | Customer financing   |
|       |                                   | Header from IBM Ordering web page:   |
|       |                                   | Order from IBM   |
|       |                                   | Both web pages also had similar footers. The footers on both pages were separated from the rest of the web page by a grey line that extended the length of the web page. Both footers were enclosed in square brackets and comprised |
|       |                                   | underlined text links in a similar font, size and blue color 12 separated by " ."  |
|       |                                   | Footer from Leasing & Financing website:   |
|       |                                   | [ IBM home page   Order   Search   Contact IBM   Help   (C)   (TM) }   |
|       |                                   | Footer from IBM Ordering website:  |
|       |                                   | [ IBM home page   Order   Contact IBM   Legal ]  |
|       |                                   | Leasing & Financing web page, December 27, 1996 version; [DFNDT0001799 0001801] and IBM Ordering web page, December 20, 1996 version. [DFNDT0001798]   |
|       |                                   | IBM Credit Corporation, IBM Corporation, and IBM's business partners are   |

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<sup>11</sup> Also see: IBM PC ThinkPad website,

 $<sup>^{\</sup>rm 12}$  Both pages used the default text link colors of the visitor computer; supra note 10.

### Comparison of the U.S. Patent No. 6,629,135 and IBM Prior Art

| Claim<br>No. | Claim Language of U.S. Patent No.<br>6,679,135 | Relevant Disclosure in IBM Prior Art  separate and independent corporate entities. 1995 Annual Report of IBM Credit Corp. [DFNDT0001879-0001882]. The host is, for example, IBM Credit Corporation, the outsource provider is IBM Corporation, and the selected merchant is IBM's business partners. |
|--------------|--|--|
|              |  |  |

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### Comparison of the U.S. Patent No. 6,629,135 and Lycos Prior Art

| Claim<br>No. | Claim Language of U.S. Patent<br>No. 6,629,135  | Relevant Disclosure in Lycos Prior Art   |
|--------------|---|--|
|              | visitor computer, wherein the<br>provided link correlates the host<br>website with a selected commerce<br>object; and   | "DIIA 7978.79  NYSE 507.70  NASDAQ 1596.61  Russell 2000 432.81  S&P 500 969 25/32  AMEX MMI 836.57"  News Alert website, December 11, 1997 version (emphasis removed). [DFNDT0001930-0001931]  "Delayed quotes powered by PC Quotes, Inc."  News Alert website, December 11, 1997 version (emphasis removed). [DFNDT0001930-0001931]  |
| §(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. | "StockFind Free Quotes"  Lycos website, December 11, 1997 version (emphasis and link removed)(hyperlink to http://www.stockfind.newsalert.com). [DFNDT0001928-0001929]  "Delayed quotes powered by PC Quotes, Inc."  News Alert website, December 11, 1997 version (emphasis removed). [DFNDT0001930-0001931]  "DIIA 7978.79  NYSE 507.70  NASDAQ 1596.61  Russell 2000 432.81  S&P 500 969 25/32  AMEX MMI 836.57"  News Alert website, December 11, 1997 version (emphasis removed). [DFNDT0001930-0001931]  The look and feel of the Lycos website was the same as the look and feel of the News Alert website. Specifically, both websites used a Lycos logo in the upper left corner. Each site included a similar navigation bar on the left side. The left side navigation bar on both websites had a black background with separate yellow boxes for each category of links. Unused text links were shown in black underlined text inside of the yellow boxes. The first link on each left side navigation bar is a link to "Lycos Website and the Newsalert website used a similar page format. The text in the main section of the website was the same size with a black color on a white background. Most unused text links were shown in blue underlined text. Additionally, both websites included a search box that had a blue background with a white box where the user tryed the search terms. |

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Comparison of the U.S. Patent No. 6,629,135 and Lycos 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 Lycos Prior Art prior art anticipates and/or renders obvious, alone or in combination with other prior art identified in Defendants' Amended Invalidity Contentions, the asserted claims as described in part below.

| Claim<br>No. | Claim Language of U.S. Patent<br>No. 6,629,135   | Relevant Disclosure in Lycos 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: | Lycos, Inc provided a host web page entitled, Lycos Money Guide, at www.lycos.com/money,\(^1\) (hereinafter "Lycos website") with a link to web page of News Alert, Inc entitled, News Alert at www.stockfind.newsalert.com/\(^2\) (hereinafter "News Alert website").  Lycos website,  http://web.archive.org/web/19971211191234/http://www.lycos.com/money/ (December 11, 1997 version of www.lycos.com/money as archived by the Internet Archive.\(^3\)); [DFNDT0001928-0001929]  News Alert website,  http://web.archive.org/web/19971211094712/http://www.stockfind.newsalert.com/ (December 11, 1997 version of www.stockfind.newsalert.com as archived by the Internet Archive.\(^3\)); [DFNDT000193-0001931] |
| 8(a)         | capturing a look and feel<br>description associated with a host<br>website;  |  |
| 8(b)         | providing the host website with a<br>link for inclusion within a page on<br>the host website for serving to a  | The commerce object is the stock quotes of PC Quote, Inc.  "StockFind Free Quotes"  Lycos website, December 11, 1997 version (emphasis and link removed)(hyperlink to http://www.stockfind.newsalert.com). [DFNDT0001928-0001929]  |

WHOIS Record lycos.com, http://reports.internic.net/cgi/whois?whois\_nic=lycos.com&type=domain (last visited May 27, 2011) (lycos.com was first registered on April 13, 1995); [DFNDT0001962-0001963]

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### Comparison of the U.S. Patent No. 6,629,135 and Lycos Prior Art

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| Claim | Claim Language of U.S. Patent | Relevant Disclosure in Lycos Prior Art  |
|-------|-------------------------------|---|
| No.   | No. 6.629.135                 | Both the Lycos website and the Newsolert website used a similar color scheme. Both websites had left side navigation bar with a black background, yellow boxes, and black text. Both websites had a header with a light blue background with yellow boxes with black text. The background of the main part of the page was white with mostly black and blue text. Both websites included a search box with a light blue background. The footers of each page include a white background with black and blue text.                         |
|       |                               | Additionally, both web pages had headers with a similar look and feel. Both headers had a Lycos logo in the top left corner. On the right side of the Lycos logo, both headers had a rectangular light blue box with seven smaller yellow boxes inside rectangular light blue box. The text inside of the smaller yellow boxes and the links of the yellow were the same in the Lycos website and the Newsalert website.  |
|       |                               | Both the Lycos website and the Newsalert website include similar footers. Both footers included the text "Copyright© 1997 Lycos,Inc. All Rights Reserved. Lycos® is a registered trademark of Carnegie Melion University Questions & Comments Terms and conditions." The text in both footer is the same black font and all unused links are shown in the same light blue font. The phrases "Copyright," "Questions & Comments" and "Terms and conditions" on both website were in the same light blue font and included identical links. |
|       |                               | Copyright(9 1997 Lycos Inc. All Rights Reserved Lycos (is a registered trademark of Comergie Mellon University Questions & Comments Terms and conditions  |
|       |                               | Lycos website, December 11, 1997 version. [DFNDT0001930-000191931, DFNDT0001944-0001961]  |
|       |                               | Coornight® 1997 Lycos, Inc. All Rights Reserved Lycos® is a registered trademark of Camegie Mellon University Questions & Comments Terms and conditions News Alert website, December 11, 1997 version. [DFNDT0001928-0001943]   |
|       |                               | "MAP NAME=service> <area coords="6,0, 54,14" hrff="http://web archive org/web19971211094712/http://point.lycos.com/categories/" shape="rect"/>  |
|       |                               | HREF="http://web.archive.org/web/19/1/2/1094/12/http://point.iycos.com/categories/">   AREA SHAPE=rect COORDS="57,0, 115,14"   HREF="http://web.archive.org/web/199712/1094712/http://cityguide.lycos.com/">  |

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WHOIS Record newsalert.com, http://reports.internic.net/cgi/whois?whois\_nic=newsalert.com&type=domain (last visited May 27, 2011) (newsalert.com was first registered on August 4, 1994); [DFNDT0001964-0001965]

<sup>&</sup>lt;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/faqs.php. [DFNDT0001966-0002009]

<sup>4</sup> Supra note 3

### Comparison of the U.S. Patent No. 6,629,135 and Lycos Prior Art

| Claim | Claim Language of U.S. Patent | Relevant Disclosure in Lycos Prior Art  |  |   |
|-------|-------------------------------|---|--|---|
| No.   | No. 6,629,135                 | Relevant Discussure in Lycus Proof Aft  |  |   |
|       |                               | <area <="" coords="119,0, 181,14" shape="rect" td=""/>  |  |   |
|       |                               | HREF="http://web.archive.org/web/19971211094712/http://www.lycos.com/peoplefind/">  |  |   |
|       |                               | <area <="" coords="184,0, 243,14" shape="rect" td=""/>  |  |   |
|       |                               | HREF="http://web.archive.org/web/19971211094712/http://www.stockfind.newsalert.com/">   |  |   |
|       |                               | <area <="" coords="249,0, 307,14" p="" shape="rect"/> NUMBER 18 14 14 14 14 14 14 14 14 14 14 14 14 14  |  |   |
|       |                               | HREF="http://web.archive.org/web/19971211094712/http://www.lycos.com/roadmap.html"><br><area <="" coords="311.0, 386.14" shape="rect" td=""/> |  |   |
|       |                               | HREF="http://web.archive.org/web/19971211094712/http://www.lycos.com/cgi-bin/nph-   |  |   |
|       |                               | bounce?gtehome-button[http://yp.gte.net/ypform.phtml QUES SRC=lycos">   |  |   |
|       |                               | <pre><area <="" coords="391.0, 467,14" pre="" shape="rect"/></pre>  |  |   |
|       |                               | HREF="http://web.archive.org/web/19971211094712/http://www.lvcos.com/ups/bridge.html">  |  |   |
|       |                               | <area shape="default&lt;/td"/>  |  |   |
|       |                               | HREF="http://web.archive.org/web/19971211094712/http://www.lycos.com/">   |  |   |
|       |                               | "   |  |   |
|       |                               | Source Code for Header of the New Alert website. [DFNDT0001932-0001943]   |  |   |
|       |                               |   |  |   |
|       |                               | " <table></table>   |  |   |
|       |                               | <table border="0" cellpadding="4" cellspacing="0" valign="TOP" width="600"> <tr valign="TOP"></tr></table>                                    |  |   |
|       |                               |   |  |   |
|       |                               | <td bgcolor="#000000" valign="TOP" width="125"></td>  |  |   |
|       |                               |   |  |   |
|       |                               | <a hrff="&lt;/td"></a>  |  |   |
|       |                               | "http://web.archive.org/web/19971211094712/http://www.stockfind.newsalert.com/redirect/dlj">  |  |   |
|       |                               | <img< td=""></img<>   |  |   |
|       |                               | SRC="http://web.archive.org/web/19971211094712im /http://gif.newsalert.com/gifs/lycos/dlj.gif"  |  |   |
|       |                               | WIDTH=92 HEIGHT=55 BORDER=0>  |  |   |
|       |                               | <table border="0" cellpadding="0" cellspacing="5" valign="TOP&lt;/p" width="125"></table>   |  |   |
|       |                               | BGCOLOR="#000000">  |  |   |
|       |                               | <tr valign="TOP"> <td rowspan="5" width="10">  </td></tr>   |  |   |
|       |                               |   |  |   |
|       |                               |   |  | CTD VALIGN=TOP WIDTH=113 BGCOLOR="#FFCC33"> <a< td=""></a<>                                   |
|       |                               |   |  | HREF="http://web.archive.org/web/19971211094712/http://www.lycos.com/"> <font< td=""></font<> |
|       |                               |   |  | FACE="ARIAL, HELVETICA, MS SANS SERIF, SANS-SERIF"  |
|       |                               |   | COLOR="#000000" SIZE="-1">>B>Lycos Home>/TD> |   |

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### Comparison of the U.S. Patent No. 6,629,135 and Lycos Prior $\mbox{Art}$

| Claim<br>No. | Claim Language of U.S. Patent<br>No. 6.629.135 | Relevant Disclosure in Lycos Prior Art  |
|--------------|--|---|
|              | INIK BIORZYLIA                                 | HREF="http://web.archive.org/web/19971211191234/http://point.lycos.com/categories/">  |
|              |  | <area <="" coords="57,0, 115,14" shape="rect" td=""/>   |
|              |  | HREF="http://web.archive.org/web/19971211191234/http://cityguide.lycos.com/">   |
|              |  | <area <="" coords="119,0, 181,14" shape="rect" td=""/>  |
|              |  | HREF="http://web.archive.org/web/19971211191234/http://www.lycos.com/peoplefind/">  |
|              |  | <area <="" coords="184,0, 243,14" shape="rect" td=""/>  |
|              |  | HREF="http://web.archive.org/web/19971211191234/http://www.stockfind.newsalert.com/">   |
|              |  | <are <="" coords="249,0, 307,14" shape="rect" td=""></are>  |
|              |  | HREF="http://web.archive.org/web/19971211191234/http://www.lycos.com/roadmap.html">   |
|              |  | <area <="" coords="311,0, 386,14" shape="rect" td=""/>  |
|              |  | HREF="http://web.archive.org/web/19971211191234/  |
|              |  | http://www.lycos.com/cgi-bin/nph-bounce?gtehome-  |
|              |  | button http://yp.gte.net/ypform.phtml_QUES_SRC=lycos">  |
|              |  | <area <="" coords="391,0, 467,14" shape="rect" td=""/>  |
|              |  | HREF="http://web.archive.org/web/19971211191234/http://www.lycos.com/ups/bridge.html">  |
|              |  | HREF="http://web.archive.org/web/19971211191234/http://www.iycos.com/index.html"><br>   |
|              |  | <a 19971211191234im="" <="" href="http://web.archive.org/web/19971211191234/&lt;/td&gt;&lt;/tr&gt;&lt;tr&gt;&lt;td&gt;&lt;/td&gt;&lt;td&gt;&lt;/td&gt;&lt;td&gt;http://www.lycos.com/assist/maps/service.map*&gt;&lt;IMG&lt;/td&gt;&lt;/tr&gt;&lt;tr&gt;&lt;td&gt;&lt;/td&gt;&lt;td&gt;&lt;/td&gt;&lt;td&gt;SRC=" http:="" td="" web="" web.archive.org=""></a> |
|              |  | http://www.lycos.com/assist/graphics/servicebar.gif" HEIGHT=18 WIDTH=473 alt="Lycos   |
|              |  | Services" BORDER=0 usemap="#service" ISMAP>   |
|              |  | 10  |
|              |  |   |
|              |  | Source Code for Header of the Lycos website. [DFNDT0001944-0001960]   |
|              |  | Navigation for Web Guide  |
|              |  | <table border="0" cellpadding="2" cellspacing="0" width="100%"><br/><tr></tr></table>   |
|              |  |   |

### Comparison of the U.S. Patent No. 6,629,135 and Lycos Prior Art

| , , , , |                               |  |   |
|---------|-------------------------------|--|---|
| Claim   | Claim Language of U.S. Patent | Relevant Disclosure in Lycos Prior Art   |   |
| No.     | No. 6,629,135                 |  |   |
|         |                               | <tr></tr>  |   |
|         |                               |  |   |
|         |                               | <td bgcolor="#FFCC33" valign="TOP" width="113"> <a< td=""></a<></td>   | <a< td=""></a<>   |
|         |                               | HREF="http://web.archive.org/web/19971211094712/   |   |
|         |                               | http://www.lycos.com/webguides/webguides.html">FONT FACE="ARIAL,HELVETICA,MS"  |   |
|         |                               | SANS SERIF, SANS-SERIF" COLOR="#000000" SIZE="-1"> <b></b>   |   |
|         |                               | Web Guides   |   |
|         |                               | <tr></tr>  |   |
|         |                               |  |   |
|         |                               | <td bgcolor="#FFCC33" valign="TOP" width="113"> <a< td=""></a<></td>   | <a< td=""></a<>   |
|         |                               | HREF="http://web.archive.org/web/19971211094712/http://www.lycos.com/search.html"> <font< td=""></font<>   |   |
|         |                               | FACE="ARIAL,HELVETICA,MS SANS SERIF,SANS-SERIF" COLOR="#000000" SIZE="-  |   |
|         |                               | 1">B>Search/B>/FONT>/A>/TD>/TR>  |   |
|         |                               | <∏>  |   |
|         |                               | <td bgcolor="#FFCC33" valign="TOP" width="113"> <a<br>HREF="http://web.archive.org/web/19971211094712/http://www.lycos.com/help/"&gt;<font< td=""></font<></a<br></td> | <a<br>HREF="http://web.archive.org/web/19971211094712/http://www.lycos.com/help/"&gt;<font< td=""></font<></a<br> |
|         |                               | FACE="ARIAL,HELVETICA.MS SANS SERIF,SANS-SERIF" COLOR="#000000" SIZE="-  |   |
|         |                               | TACE   |   |
|         |                               | T > DETRIPORTED TO THE STATE OF THE  |   |
|         |                               | <td bgcolor="#FFCC33" valign="TOP" width="113"> :<a< td=""></a<></td>  | : <a< td=""></a<>   |
|         |                               | HREF="http://web.archive.org/web/19971211094712/http://echomail.lycos.com/echomail">   |   |
|         |                               | <font <="" color="#000000" face="ARIAL,HELVETICA,MS SANS SERIF,SANS-SERIF" p=""></font>  |   |
|         |                               | SIZE="-1">B>FeedhackFONT>\A>\/TD>  |   |
|         |                               | <td bgcolor="#000000" rowspan="5" valign="TOP" width="2"> </td>  |   |
|         |                               |  |   |
|         |                               |  |   |

|  |  |  |
|  |  | | |
|  |  | " |
|  |  | Source Code for Left side column of the New Alert website. [DFNDT0001932-0001943] |
|  |  | "  | |
|  |  |  |
|  |  |  |
705636.1

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### Comparison of the U.S. Patent No. 6,629,135 and Lycos Prior Art

| Claim | Claim Language of U.S. Patent | B1 B1 1 B1  |  |
|-------|-------------------------------|---|--|
| No.   | No. 6,629,135                 | Relevant Disclosure in Lycos Prior Art  |  |
|       |                               | <td bgcolor="#FFCC33" valign="top"></td>  |  |
|       |                               | <a< td=""></a<>   |  |
|       |                               | HREF="http://web.archive.org/web/19971211191234/http://www.lycos.com/autos/">FONT   |  |
|       |                               | FACE="helvetica, arial, ms sans serif, sans-serif" COLOR="#000000" SIZE="-  |  |
|       |                               | 1"> <b>Autos</b>  |  |
|       |                               | <br>  |  |
|       |                               | <a< th=""></a<>   |  |
|       |                               | HREF="http://web.archive.org/web/19971211191234/http://www.lycos.com/business/">font  |  |
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| laim | Claim Language of U.S. Patent | Relevant Disclosure in Lycos Prior Art   |
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### Comparison of the U.S. Patent No. 6,629,135 and Lycos Prior Art

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### Comparison of the U.S. Patent No. 6,629,135 and Lycos Prior Art

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| Claim<br>No. | Claim Language of U.S. Patent<br>No. 6.629.135 | Relevant Disclosure in Lycos Prior Art   |  |  |  |                   |  |  |  |  |  |  |  |  |                          |  |  |  |
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### Comparison of the U.S. Patent No. 6,629,135 and Lycos Prior Art

| Claim<br>No. | Claim Language of U.S. Patent<br>No. 6.629.135 | Relevant Disclosure in Lycos Prior Art   |  |
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|              |  | 1"> <b>Feedback</b>  |  |
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|              |  |  |  |
|              |  |  |  |
|              |  | Source Code for Left side column of the Lycos website. [DFNDT0001944-0001960]            |  |
|              |  |  |  |

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### Comparison of the U.S. Patent No. 6,629,135 and Net.Commerce for OS/390 Prior Art1-2

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 Net Commerce for OS/390 anticipates and/or renders obvious, alone or in combination with other prior art identified in Defendants' Amended Invalidity Contentions, the asserted claims as described in part

| Claim<br>No. | Claim Language of U.S. Patent No. 6,629,135  | Relevant Disclosure in Net.Commerce for OS/190 ("Net.Commerce book")   |
|--------------|--|--|
| 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: | "Electronic commerce is one of the answers. One benefit that we can get from the Internet is to make it a primary profit source by creating a marketplace where companies will want to invest. The time has come to turn the Internet into a major business center for your company.  In this book we cover Net Commerce, a product that finally makes it possible to engage millions of users, anytime, anywhere in the age-old process of buying and selling goods, thus making the Internet truly the world's biggest marketplace." Pg. 1.  "Companies that sell products or services to wholesalers and manufacturers need strong customer relationships, which often means secure communications as well as secure transactions. After all, there is no need to let the competition know what you and your partners are up to.  On the other hand, companies selling directly to consumers may be more concerned with a Web presence that is more open and inviting, thus making customers feel as though they are receiving more personal attention. Some companies will achieve this by duplicating the shopping experience that consumers are already familiar with, for example, by creating an online virtual mall. Yet, although the virtual mall must be openly accessible to all, the customer must ultimately have enough confidence in the retailer to engage in electronic commerce. This paradox of accessibility and security must be overcome if the Internet is to realize its full business potential. IBM has different products and services for each aspect/sector of electronic commerce, but |

<sup>&</sup>lt;sup>1</sup> Unless noted, all citations in this chart are to Net.Commerce for OS/390 by Rich Conway, Simon Armiger, Nils Bergquist, Kevin Curley, and Jarmo Lepinen, published by International Business Machines Corporation ("IBM") in July 1998. [DFNT0001082-0001301]

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### Comparison of the U.S. Patent No. 6,629,135 and Net.Commerce for OS/390

| Claim<br>No. | Claim Language of U.S. Patent No. 6,629,135  | Relevant Disclosure in Net.Commerce for OS/390 ("Net.Commerce book")  |
|--------------|--|---|
|              |  | there is one that can fit all of them, namely, Net.Commerce.  Net.Commerce is easy-to-use software that allows you to have online stores with dynamic pages. It works with the highest standards of Internet security including the Secure Socket Layer (SSL) and Secure Electronic Transaction (SET) protocols, and works with DB2 in order to integrate existing systems. It is both flexible and scalable. It can be used for business-to-business transactions, as well as for direct consumer sales, in both cases providing state of the art transaction security.  |
|              |  | Net.Commerce allows you to be part of the electronic business world, from store setup or mall home page, and to secure transactions with the newest methods and techniques of security on the Internet. You can access gateways that work with companies internal systems, or gateways that work directly with financial institutions for payment methods." Pg. 2.  |
| 8(a)         | capturing a look and feel description associated with a host website;  | See pgs. 111-122 for a description of creating a self-contained store.  |
| 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 | The host website can be the home page of the store and e commerce supported page can be the categories page (i.e., the selected commerce object is the product categories). In different example, the categories page can be the host website and the commerce supported page can be the subcategories page (i.e., the selected commerce object is the product subcategories). In a third example, the subcategories page can be the host website and the e commerce supported page (i.e., the selected commerce object is the product). In still another embodiment, the host website can be the host's non-store website and the e-commerce supported page can be the categories page (i.e., the selected commerce object is the product categories), the subcategories page (i.e., the selected commerce object is the product subcategories), of the product page (i.e., the selected commerce object is the product).  "2.4.8 Default Shopping Trip The shopping trip that is provided by Net.Commerce in the demonstration shopping mall is outlined in Figure 8. Depending on the store you are building, you may have a modify it." Pg. 24. |

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#### Comparison of the U.S. Patent No. 6,629,135 and Net. Commerce for OS/390 $\,$

| Claim<br>No. | Claim Language of U.S. Patent No. 6,629,135 | Relevant Disclosure in Net.Commerce for OS/390 ("Net.Commerce book")  |
|--------------|---|---|
|              |   | "The default shopping process, this home page is a flat HTML file. For easier maintenance, a dynamic page would be preferable for stores with frequently changing products that still want to make offers from the home page." Pg. 20.  "When you click on one of the boxes in 4, a text dialog box will appear. From the text dialog box, click on Insert, then Link. Select Category Page from the Link to item and type OS/390 Redbooks in the Linked Text field. The Merchant Reference number should already be filled in. Leave the Category Reference number blank for now. Click OK and the text dialog box will be filled in with some HTML link text. Hit File and Close - Save Changes. If using our example, you will need to repeat this step for the AIX Redbooks link." Pg. 119.  "Take into account the dynamic nature of the Internet and of Net Commerce. Think about putting specials and sales offerings directly on your home page or in your html page footer." Pg. 18. |

- 3 -

### Comparison of the U.S. Patent No. 6,629,135 and Net.Commerce for OS/390

-2-

| Claim<br>No. | Claim Language of U.S. Patent No. 6,629,135 | Relevant Disclosure in Net.Commerce for OS/390 ("Net.Commerce book")  |
|--------------|---|---|
|              | Claim Language of U.S. Patent No. 6,629,135 | Relevant Disclosure in Net.Commerce for ON'390 ("Net.Commerce book")  "If most customers do not need the information you are displaying on the product page, you may even offer a shortcut button on the category page." Pg. 18.  "This is the first thing a shopper sees when surfing to your shopping site. Besides using graphical elements to lure the shopper into your store, you may consider putting special sales offerings on this page." Pg. 20.  "The category pages link shoppers to the groups of products or services available in the store. You can compare them to a table of contents in a paper catalog or sigus in a real store. They have to include category titles and images, descriptions, and of course hyperlinks to subcategories or |
|              |   | and images, descriptions, and of course hypertinus to subcategories or product pages." Pg. 21.  "The product pages include descriptions, attributes, images and price of the products. They might also contain a link to related products or to detailed product evaluations. Additionally, the product pages should include a link for adding the product to the shopping cart. Pg. 21.  |

<sup>&</sup>lt;sup>2</sup> The Net Commerce book is a user guide and technical manual for the IBM Net Commerce product for OS/390. The Net Commerce book provides an "introduction to electronic commerce [in 1998] and the [Net Commerce] product itself ... [and] also provides examples of Net Commerce implementations." Pg. vii.

### Comparison of the U.S. Patent No. 6,629,135 and Net.Commerce for OS/390

| Claim<br>No. | Claim Language of U.S. Patent No. 6,629,135 | Relevant Disclosure in Net Commerce for OS/390 ("Net Commerce book")   |
|--------------|---|--|
|              |   |  |
|              |   | Pg. 119.   |
|              |   | Example of a host website with provided link correlates the host website with a selected commerce object (i.e., an OS/390 Redbook and AIX Redbook).  |
|              |   | The format is the format in the foreal in the format in the format in the format in the format in th |
|              |   | has de frame for the hard some his above $Pg$ , $121$ .  |
| 705637.1     |   | -5-  |

### Comparison of the U.S. Patent No. 6,629,135 and Net.Commerce for OS/390

| Claim<br>No. | Claim Language of U.S. Patent No. 6,629,135  | Relevant Disclosure in Net.Commerce for OS/390 ("Net.Commerce book")   |
|--------------|--|--|
|              |  | The second secon |
|              |  | Pg. 130. Also see pgs. 124-130.  |
|              |  | See pgs. 111-122 for a description of creating a self-contained store.  "For a Net.Commerce project and shopping site, you can certainly choose to develop and host everything at your own location. Or you may want to have a service provider, for instance IBM, do everything at their site. Or you may choose a combination of the two.  One solution would be that the merchant has the content hosted by a dedicated service company. That way, setup and maintenance of the hardware, the network, and the customization and connection of most of the software and security components are done elsewhere. This is not as easy as hosting a normal (passive) Web site, though, because a connection to the database is needed, and testing and updating macros and APIs can be difficult." Pg. 31.   |
| 8(c)         | upon receiving an activation of the provided link<br>from the visitor computer, serving to the visitor<br>computer an e commerce supported page with a<br>look and feel corresponding to the captured look | The host website can be the home page of the store and e commerce supported page<br>can be the categories page (i.e., the selected commerce object is the product<br>categories). In different example, the categories page can be the host website and the<br>commerce supported page can be the subcategories page (i.e., the selected commerce  |
| 05637.1      |  | - 6 -  |

Comparison of the U.S. Patent No. 6,629,135 and Net.Commerce for OS/390

| Claim<br>No. | Claim Language of U.S. Patent No. 6,629,135  | Relevant Disclosure in Net.Commerce for OS/390 ("Net.Commerce book")  |
|--------------|--|---|
|              | and feel description of the host website<br>associated with the provided link and with<br>content based on the commerce object associated<br>with the provided link. | object is the product subcategories). In a third example, the subcategories page can be the host website and the e commerce supported page can be the product page (i.e., the selected commerce object is the product). In still another embodiment, the host website can be the host's non-store website and the e-commerce supported page can be the categories page (i.e., the selected commerce object is the product categories), the subcategories page (i.e., the selected commerce object is the product subcategories), or the product page (i.e., the selected commerce object is the product). |
|              |  | The Net.Commerce book teaches the home pages, categories pages, and the product pages are all designed using templates. Furthermore, the Net.Commerce book teaches using a consistent layout for all web pages in a Store. The Net.Commerce book teaches using a basic and consistent layout on all your pages, one that is unique for your company.  |
|              |  | Accordingly, the Net.Commerce book teaches that the home page, categories pages, and the product pages in a Store would have a "look and feel corresponding to the captured look and feel description of the host website associated with the provided link."   |
|              |  | "Try to use a basic and consistent layout on all your pages, one that is unique for your company. This includes headers and footers, colors, fonts, location of images, and so on.  |
|              |  | If you decide to design your site yourself, you can design most macros (dynamic HTML pages that interact with the Net.Commerce database) using the Template Designer, provided by Net.Commerce." Pg. 14   |
|              |  | "Whether the store will look like a single store or like a mall is a marketing decision. Some big stores might prefer looking like many smaller, specialized companies." Pg. 25.  |
|              |  | "The Template Designer is a Java applet-based, graphical object-oriented editing tool that allows you to create Web pages for an online mall or store, and to design and modify templates with a graphical HTML editor. You can use it to do  |

Comparison of the U.S. Patent No. 6,629,135 and Net.Commerce for OS/390

| Claim<br>No. | Claim Language of U.S. Patent No. 6,629,135 | Relevant Disclosure in Net.Commerce for OS/390 ("Net.Commerce book")  |
|--------------|---|---|
|              |   | the following:  • Create and update home pages, product pages, category pages, and Product Advisor pages.  • Design headers and footers for the pages.  • Modify the supplied sample category, product, and Product Advisor templates (if you save them with a new file name)." pg. 80. |
|              |   | "2.4.8 Default Shopping Trip The shopping trip that is provided by Net.Commerce in the demonstration shopping mall is outlined in Figure 8. Depending on the store you are building, you may have to modify it." Pg. 24.  |
|              |   | Brogon Bourbon Page Caragina Schnoorgen  Paghasian Page Cara Product  Production Production on Product  |
|              |   | Sport to distinguish three the Pg. 24.  |
|              |   | "In the default shopping process, this home page is a flat HTML file. For easier maintenance, a dynamic page would be preferable for stores with frequently changing products that still want to make offers from the home page." Pg. 20.   |
|              |   | "When you click on one of the boxes in 4, a text dialog box will appear.  |

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### Comparison of the U.S. Patent No. 6,629,135 and Net.Commerce for OS/390

| Claim<br>No. | Claim Language of U.S. Patent No. 6,629,135 | Relevant Disclosure in Net.Commerce for OS/390 ("Net.Commerce book")   |
|--------------|---|--|
|              |   | From the text dialog box, click on Insert, then Link. Select Category Page from the Link to item and type OS/390 Redbooks in the Linked Text field. The Merchant Reference number should already be filled in. Leave the Category Reference number blank for now. Click OK and the text dialog box will be filled in with some HTML link text. Hit File and Close - Save Changes. If using our example, you will need to repeat this step for the AIX Redbooks link." Pg. 119. |
|              |   | "Take into account the dynamic nature of the Internet and of Net.Commerce. Think about putting specials and sales offerings directly on your home page or in your html page footer." Pg. 18.   |
|              |   | "If most customers do not need the information you are displaying on the product page, you may even offer a shortcut button on the category page." Pg. 18.   |
|              |   | "This is the first thing a shopper sees when surfing to your shopping site. Besides using graphical elements to lure the shopper into your store, you may consider putting special sales offerings on this page." Pg. 20.  |
|              |   | "The category pages link shoppers to the groups of products or services available in the store. You can compare them to a table of contents in a paper catalog or signs in a real store. They have to include category titles and images, descriptions, and of course hyperlinks to subcategories or product pages." Pg. 21.   |
|              |   | "The product pages include descriptions, attributes, images and price of the products. They might also contain a link to related products or to detailed product evaluations. Additionally, the product pages should include a link for adding the product to the shopping cart. Pg. 21.   |

Comparison of the U.S. Patent No. 6,629,135 and Net.Commerce for OS/390

| Claim<br>No. | Claim Language of U.S. Patent No. 6,629,135 | Relevant Disclosure in Net Commerce for OS/394 ("Net.Commerce book")   |
|--------------|---|--|
|              |   | The state of the s |
|              |   | from all last factors from each $$p_{\rm R}$$ , $119$ .  |
|              |   | An example of a host website and an e commerce supported page.   |

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### Comparison of the U.S. Patent No. 6,629,135 and Net.Commerce for OS/390

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| Claim<br>No. | Claim Language of U.S. Patent No. 6,629,135 | Relevant Disclosure in Net.Commerce for OS/390 ("Net.Commerce book")  |
|--------------|---|---|
|              |   | Williams for Strationals<br>Calculate<br>Calculate<br>Calculate<br>Calculate<br>Calculate<br>Calculate<br>Calculate<br>Calculate<br>Calculate<br>Calculate<br>Calculate<br>Calculate<br>Calculate<br>Calculate<br>Calculate<br>Calculate<br>Calculate<br>Calculate<br>Calculate<br>Calculate<br>Calculate<br>Calculate<br>Calculate<br>Calculate<br>Calculate<br>Calculate<br>Calculate<br>Calculate<br>Calculate<br>Calculate<br>Calculate<br>Calculate<br>Calculate<br>Calculate<br>Calculate<br>Calculate<br>Calculate<br>Calculate<br>Calculate<br>Calculate<br>Calculate<br>Calculate<br>Calculate<br>Calculate<br>Calculate<br>Calculate<br>Calculate<br>Calculate<br>Calculate<br>Calculate<br>Calculate<br>Calculate<br>Calculate<br>Calculate<br>Calculate<br>Calculate<br>Calculate<br>Calculate<br>Calculate<br>Calculate<br>Calculate<br>Calculate<br>Calculate<br>Calculate<br>Calculate<br>Calculate<br>Calculate<br>Calculate<br>Calculate<br>Calculate<br>Calculate<br>Calculate<br>Calculate<br>Calculate<br>Calculate<br>Calculate<br>Calculate<br>Calculate<br>Calculate<br>Calculate<br>Calculate<br>Calculate<br>Calculate<br>Calculate<br>Calculate<br>Calculate<br>Calculate<br>Calculate<br>Calculate<br>Calculate<br>Calculate<br>Calculate<br>Calculate<br>Calculate<br>Calculate<br>Calculate<br>Calculate<br>Calculate<br>Calculate<br>Calculate<br>Calculate<br>Calculate<br>Calculate<br>Calculate<br>Calculate<br>Calculate<br>Calculate<br>Calculate<br>Calculate<br>Calculate<br>Calculate<br>Calculate<br>Calculate<br>Calculate<br>Calculate<br>Calculate<br>Calculate<br>Calculate<br>Calculate<br>Calculate<br>Calculate<br>Calculate<br>Calculate<br>Calculate<br>Calculate<br>Calculate<br>Calculate<br>Calculate<br>Calculate<br>Calculate<br>Calculate<br>Calculate<br>Calculate<br>Calculate<br>Calculate<br>Calculate<br>Calculate<br>Calculate<br>Calculate<br>Calculate<br>Calculate<br>Calculate<br>Calculate<br>Calculate<br>Calculate<br>Calculate<br>Calculate<br>Calculate<br>Calculate<br>Calculate<br>Calculate<br>Calculate<br>Calculate<br>Calculate<br>Calculate<br>Calculate<br>Calculate<br>Calculate<br>Calculate<br>Calculate<br>Calculate<br>Calculate<br>Calculate<br>Calculate<br>Calculate<br>Calculate<br>Calculate<br>Calculate<br>Calculate<br>Calculate<br>Calculate<br>Calculate<br>Calculate<br>Calculate<br>Calculate<br>Calculate<br>Calculate<br>Calculate<br>Calculate<br>Calculate<br>Calculate<br>Calculate<br>Calculate<br>Calculate<br>Calculate<br>Calculate<br>Calculate<br>Calculate<br>Calculate<br>Calculate<br>Calculate<br>Calculate<br>Calculate<br>Calculate<br>Calculate<br>Calculate<br>Calculate<br>Calculate<br>Calculate<br>Calculate<br>Calculate<br>Calculate<br>C |
|              |   | Fig. 121.   |
|              |   | The control of the co  |
|              |   | Pg. 130. Also see pgs. 124-130.  "6.1.13.1 Category Template Assignment Go to Store Manager, then Product Categories. Select your store, then click the arrow beside the store name that appears below the selection list. This lists the Categories available in your store. Click the category you wish to assign a template to, then click the Template button at the bottom of the page. Enter the template name in the Category Template Assignment form which appears.  |

### Comparison of the U.S. Patent No. 6,629,135 and Net.Commerce for OS/390

| Claim<br>No. | Claim Language of U.S. Patent No. 6,629,135 | Relevant Disclosure in Net.Commerce for OS/390 ("Net.Commerce book")   |
|--------------|---|--|
|              |   | Figure 81 on page 141 shows the form as we completed it. Save the form and ensure you get a confirmation message. You can view the Template after you have saved it by clicking the View Template button." Pg. 140.  |
|              |   | "6.1.13.2 Product Template Assignment Go to Store Manager, then Product Information. Select your store and product; the Search button at the bottom of the page will search your store database for all products if you cannot remember the product SKU. The results of the search are displayed in a window at the bottom of the page. You can select one of these and it will fill the entries in the product form for you. Next click the Templates button on the task bar on the left side of the administrator page, under Product Information. You will see a form similar to that in Fignre 82 on page 142. Enter the product template macro name you created in the Product Template section earlier in this chapter, in the Template form. Save the form, and check for the confirmation message.  Fill in the template name (file name with *.d2w ending), save the form and click on View Template This should show you how the product template actually looks on the browser." Pg. 141. |
|              |   | "6.1.13.3 Accessing Your Store From A Web Browser Finally, there is one last but very important link that we need to finish creating so that someone accessing your Internet shop can access the category and product template macros you have built.  |
|              |   | The link to a Category Page is an extremely important link, as it allows you to move from your home page in HTML that any browser can access by typing in a simple URL (for example http://www.itsoshop.com/rbgalore.html) to a macro that is not a simple URL. If you have a Self-Contained Store and you do not wish your customers to pass through an intermediate Mall frontpage, you will need a link like this in your home page.  |
|              |   | Go to Store Manager and open the Template Designer. Select your store (in our case it is Redbooks Galore) and hit Load. Select File, Open, then select your saved HTML image. Double-click on the box that reads OS/390 Redbooks and a   |

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### Comparison of the U.S. Patent No. 6,629,135 and Net.Commerce for OS/390

| Claim | Claim Language of U.S. Patent No. 6,629,135  | Relevant Disclosure in Net.Commerce for OS/390 ("Net.Commerce book")   |
|-------|--|--|
| No.   | Clanti Language of Contracent (to: 0,029,153 | Constant another Leaf West Commerce Int. Coston ( Trest Commerce Information )   |
|       |  | text dialog box will appear. This is the same text dialog box that was built in Figure 57 on page 119. We are going to replace the HTML link logic in this text dialog box, so go ahead and erase all the text in the dialog box. After all the HTML link logic text is erased, do the following:  Select Insert, then Link. A Link dialog box will appear.  Select Category Page from the Link to item and type OS/390 Redbooks in the Linked Text field. The Merchant Reference number should already be filled in.  Next, fill in the Category Reference number that was created in 6.1.11.1, "Enter Basic Product Information" on page 134. In our example it is 501. If you do not know what your Category Reference number is you can click on Browse and a Web browser window will display all the defined product categories.  Click OK and the text dialog box will be filled in with some HTML link text, as shown in Figure 83. Ht File and Close - Save Changes. If sixing our |
|       |  | example, you will need to repeat this step for the AIX Redbooks link.  From Template Desiguer you can see what the page will look like by selecting File, then View in Browser. By clicking the link we have just created you should be taken to a page similar to that in Figure 69 on page 130.  With this final link in place, you can now access your entire Internet shop from a  |
|       |  | Web browser. The footer file that we copied into the page allows you to access the shopping cart and other Net Commerce functions.   |
|       |  | You can make the home page of your new Web site the default welcome page for your Web server by editing the Web server configuration file httpd.conf and changing the Welcome Directive to match the name of your home page. Alternatively, you can simply specify the full name for the home page in your Web browser URL. To access the site we have just created you would specify http://www.itsoshop.com/rbgalore.html." Pgs. 142-4.  |
|       |  | "For a Net Commerce project and shopping site, you can certainly choose to develop and host everything at your own location. Or you may want to have a   |

### Comparison of the U.S. Patent No. 6,629,135 and Net.Commerce for OS/390

| Claim<br>No. | Claim Language of U.S. Patent No. 6,629,135 | Relevant Disclosure in Net. Commerce for OS/390 ("Net. Commerce book")  |
|--------------|---|---|
|              |   | service provider, for instance IBM, do everything at their site. Or you may choose a combination of the two.  One solution would be that the merchant has the content hosted by a dedicated service company. That way, setup and maintenance of the hardware, the network, and the customization and connection of most of the software and security components are done elsewhere. This is not as easy as hosting a normal (passive) Web site, though, because a connection to the database is needed, and testing and updating macros and APIs can be difficult." Pg. 31.  See pgs. 111-122 for a description of creating a self-contained store. |

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### $Comparison \ of \ U.S.\ Patent\ No.\ 6,629,135\ and\ United\ States\ Patent\ Application\ 09/995,278\ by\ Saliba\ ("Saliba\ '278")^{1}$

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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 identified in Defendants' Amended Invalidity Contentions, the asserted claims as described in part below.

| Claim<br>No. | Claim Language of U.S. Patent No. 6,629,135  | Relevant Disclosure in United States Patent Application 09/995,278 by Saliba ("Saliba '278")   |
|--------------|--|--|
| 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: | "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.  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.). |
|              |  | Saliba '278 ¶ 0009.  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.  |
| 8(a)         | capturing a look and feel description associated   | "The home page 50 includes various branding indicia, such as the bank's name and logo  |

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). [Defut\_0000000-0000000] -1-

### Comparison of U.S. Patent No. 6,629,135 and United States Patent Application 09/995,278 by Saliba ("Saliba '278")

| Claim<br>No. | Claim Language of U.S. Patent No. 6,629,135  | Relevant Disclosure in United States Patent Application 09/995,278 by Saliba<br>("Saliba '278")  |
|--------------|--|--|
|              | with a host website;   | 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.   |
|              |  | The service center's server 110 mms a branding software module 126, which are stored in program memory 118. The branding module 126 mms 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.  |
|              |  | 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.  |
| 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 | There are many different degrees of integration between the financial institution's server and the third party's server. 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 branching indicia (e.g., logo, background, color), and a customer ID. The third party's server   |

### Comparison of U.S. Patent No. 6,629,135 and United States Patent Application 09/995,278 by Saliba ("Saliba '278")

| Claim<br>No. | Claim Language of U.S. Patent No. 6,629,135 | Relevant Disclosure in United States Patent Application 09/995,278 by Saliba<br>("Saliba '278")  |
|--------------|---|--|
|              |   | 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.  |

### Comparison of U.S. Patent No. 6,629,135 and United States Patent Application 09/995,278 by Saliba ("Saliba '278")

| Claim<br>No. | Claim Language of U.S. Patent No. 6,629,135 | Relevant Disclosure in United States Patent Application 09/995,278 by Saliba ("Saliba '278")   |
|--------------|---|--|
|              |   | 52 - Millionered Explores 54  Bank Planne and Logic Bank Address  Seeings Account Bolance Seeings Account Bolance Transfer Funds  60 - 1 Billiony Statements   |
|              |   | "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 |

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### Comparison of U.S. Patent No. 6,629,135 and United States Patent Application 09/995,278 by Saliba ("Saliba '278")

|             | upon receiving an activation of the provided   | 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.  There are many different degrees of integration between the financial  |
|-------------|--|--|
|             | unon receiving an activation of the provided   | "  |
|             | unon receiving an activation of the provided   | There are many different degrees of integration between the financial  |
| V<br>C<br>V | link from the visitor computer, serving to the<br>visitor computer an e commerce supported page<br>with a look and feel corresponding to the<br>captured look and feel description of the host<br>website associated with the provided link and<br>with content based on the commerce object<br>associated with the provided link. | institution's server and the third party's server. 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 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. |

### Comparison of U.S. Patent No. 6,629,135 and United States Patent Application 09/995,278 by Saliba ("Saliba '278")

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| Claim Language of U.S. Patent No. 6,629,135 | Relevant Disclosure in United States Patent Application 09/995,278 by Saliba  |
|---|---|
| Claim Language of U.S. Patent No. 6.629,135 | Relevant Disclosure in United States Patent Application 09/998,278 by Saltba  (*Sallba '278")    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 man and logo 52, bank's address 54, format or stylistic schema, background color returne, slogans, and so forth. In this manner, the we 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.   |

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### Comparison of U.S. Patent No. 6,629,135 and United States Patent Application 09/995,278 by Saliba ("Saliba '278")

### Comparison of U.S. Patent No. 6,629,135 and the CompuServe Information Service ("CIS")

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 CompuServe Information Service ("CIS") anticipates and/or renders obvious, alone or in combination with other prior art identified in Defendants' Amended Invalidity Contentions, the asserted claims as described in part below.

| Claim<br>No. | Claim Language of U.S. Patent No. 6,629,135   | Relevant Disclosure in CTS   |
|--------------|---|--|
| 8            | An e commerce outsourcing process providing a<br>host website in communication with a visitor<br>computer with context sensitive, transparent e<br>commerce support pages, comprising the steps | CIS is built on a multi-level client-server architecture model wherein CIS performs, in different scenarios, as a Host Site and an Outsource Provider as described in the '135 patent.   |
|              | of:   | In a first scenario, CIS incorporates links to e-commerce outsource providers into CIS content pages. For instance, CIS incorporates links to EasySabre, Travelshopper and other gateway service providers, each of which performs the role of Outsource Provider as described in the '135 patent. EasySabre, Travelshopper and other gateway services providers provide a platform for e-commerce support for a plurality of sites in a customer-transparent manner. In this scenario, visitors accessing sites operated by EasySabre, Travelshopper and other gateway service providers are presented with a look and feel similar to CIS. |
|              |   | In a second (alternative) scenario, CIS provides e-commerce services to a plurality of merchants and other third parties in a customer-transparent manner wherein look and feel is adapted for each merchant site.   |
|              |   | See, e.g., Charles Bowen & David Peyton, How to Get the Most Out of CompuServe (5th ed. 1993) ("Bowen & Peyton"); Jill H. Ellsworth & Matthew V. Ellsworth, Using CompuServe (1994) ("Ellsworth & Ellsworth").   |
| 8(a)         | capturing a look and feel description associated with a host website;   | In the First Scenario, EasySabre, Travelshopper and other gateway service providers capture the look and feel of CompuServe (for instance, page layouts and standard navigation means) in a manner such that visitors accessing those services have the impression that the site is hosted by CIS, when in fact the content is hosted by the gateway service provider. The IQUEST gateway is another example, where CIS users connect to IQUEST servers and are served content as if they were still connected to CIS. See, e.g., Ellsworth & Ellsworth 316-29.  |
|              |   | In the second scenario, merchants and other content providers deliver information to   |

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### Comparison of U.S. Patent No. 6,629,135 and the CompuServe Information Service ("CIS")

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| Claim<br>No. | Claim Language of U.S. Patent No. 6,629,135  | Relevant Disclosure in CIS  |
|--------------|--|---|
|              |  | visitors of CIS in a manner such that the look and feel can be adapted to the specification of that merchant. Examples of this scenario include Electronic Mall merchants and branded information content providers, such as PC Magazine, Consumer Reports, Time Magazine, The Associated Press and others.                       |
|              |  | Various means are used to capture and deliver this look and feel. In one instance, CIS uses a patented protocol for accessing data and presenting it to the visitor computer. See US Patent 5,737,538, "System for remote microcomputer access and modification of information in a host computer" (the CompuServe "HMI" patent). |
|              |  | Another means, used for Electronic Mall merchants, is the use of a store template by which all stores in the Electronic Mall have a consistent look & feel, while retaining branding unique to the merchant.  |
|              |  | Yet another means is the use of CIS software (BUILD and DPPGEN) to create look and feel, navigation and branding unique to a merchant or gateway service provider. See, e.g., [DFDNT0001349-65], [DFDNT_CD_0001] and Ellsworth & Ellsworth 415-25.  |
|              |  | See, e.g., Ellsworth & Ellsworth and [DFDNT_CD_0001]. See also U.S. Patent 5,737,538 [DFDNT0001302-42], [DFDNT0001369-428], and [DFDNT0001429-1529].  |
|              |  | For instance, in CIS, the BUILD/DPPGEN software accepts input files for each Mall Store or Travel Service and generates the look and feel for that store or service for the CIS environment and stores code corresponding to the look and feel description at a CompuServe server   |
|              |  | See, e.g., BUILD/DPPGEN source code and BUILDv2.PDF.  |
| 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 | For instance, CIS provides links to the appropriate DPP code based on which service is being accessed. Links within the DPP code are used for correlating the Mall Store or Travel Service to the purchase of a selected product or service.  |

### Comparison of U.S. Patent No. 6,629,135 and the CompuServe Information Service ("CIS")

| Claim<br>No. | Claim Language of U.S. Patent No. 6,629,135  | Relevant Disclosure in CIS   |
|--------------|--|--|
|              | selected commerce object; and  | See, e.g., [DFDNT_CD_0001] and Ellsworth & Ellsworth.  |
|              |  | In CIS, the link correlating the host site with a selected commerce object is a link to a menu of choices, an article, a catalog of orderable products, or a custom program that provides additional interaction with the visitor to locate and deliver objects. |
|              |  | See, e.g., Bowen & Peyton and Ellsworth & Ellsworth 421.   |
| 8(c)         | upon receiving an activation of the provided link<br>from the visitor computer, serving to the visitor<br>computer an e commerce supported page with a | For instance, in CIS, the look and feel comes from a CIS host and content comes from the Mall Store or Travel Service host.  |
|              | look and feel corresponding to the captured look<br>and feel description of the host website   | See, e.g., [DFDNT_CD_0001] and Ellsworth & Ellsworth.  |
|              | associated with the provided link and with   | In CIS, the visitor computer is served with e-commerce supported pages   |
|              | content based on the commerce object associated with the provided link.  | having the look and feel of the CIS but with content from the gateway service provider or other merchants.   |
|              |  | See, e.g., Ellsworth & Ellsworth 421, [DFDNT_CD_0001].   |

## Invalidity Contentions for U.S. Patent No. 6,629,135 35 U.S.C. §112

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 claims of U.S. Patent No. 6,629,135 are invalid under 35 U.S.C. §112 for the reasons stated below. In addition, the '135 Patent is not enabled under 35 U.S.C. §112 for the reasons described in Defendants' Amended Invalidity Contentions.

| Claim<br>No. | Claim Language of U.S. Patent No. 6,629,135  | Indefiniteness under Section 112   |
|--------------|--|--|
| 8            | An e commerce outsourcing process providing a<br>host website in communication with a visitor<br>computer with context sensitive, transparent e<br>commerce support pages, comprising the steps<br>of:   |  |
| 8(a)         | capturing a look and feel description associated with a host website;  |  |
| 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   |  |
| 8(c)         | upon receiving an activation of the provided link<br>from the visitor computer, serving to the visitor<br>computer an e commerce supported page with a<br>look and feel corresponding to the captured look<br>and feel description of the host website<br>associated with the provided link and with<br>content based on the commerce object associated<br>with the provided link. | The phrase "the visitor computer" is indefinite because it is not clear which visitor computer is being referenced (i.e., "a visitor computer" in the preamble or "a visitor computer" in the providing step). |

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# Comparison of the U.S. Patent No. 6,629,135 with U.S. Patent No. 5,870,717 "System for ordering items over computer network using an electronic catalog" combined with the Travelocity 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, U.S. Patent No. 5,870,717 ("Wiecha") combined with U.S. Patent No. the Travelocity Prior Art renders obvious the asserted claims as described in part below.

According to Plaintiff's Amended Infringement Contentions regarding Travelocity, there is a motivation to combine the Travelocity's Prior Art with Wiecha '717 because both are related to e-commerce outsourcing processes for selling commerce items over a computer network and thus are in the same field of endeavor. The Travelocity Prior Art brought together merchants, retailers, and customers enabling them to sell and deliver products via the Internet through vendor websites. See Revised Exhibit 8a. Similarly, Wiecha discloses a corporate computer network for ordering products from numerous electronic catalogs that are accessible by employees of that corporation. See Wiecha at Abstract. The employees may research, select, and process the purchase of the products provided in the electronic catalogs. Both the Travelocity Prior Art and Wiecha disclose electronic commerce systems that are directed to efficiently selling commerce objects through a computer network.

| Claim | Claim Language of U.S. Patent No. 6.629,135   | Relevant Disclosures <sup>‡</sup> |                              |
|-------|---|-----------------------------------|------------------------------|
| No.   |   | Travelocity/Yahoo! Prior Art      | U.S. Patent No. 5,870,717    |
| 8     | An e commerce outsourcing process providing a<br>host website in communication with a visitor | See Revised Ex. 8A, at 8.         | See Revised Ex. 6A, at 8.    |
|       | computer with context sensitive, transparent e  | DFNDT000388-412.                  | Wiecha '717, 3:10-28.        |
|       | commerce support pages, comprising the steps  | DFNDT000413-422.                  | Wiecha '717, 4:14-25.        |
|       | of:   |                                   | Figs. 3-4, 6, 1:57 – 2:19.   |
| 8(a)  | capturing a look and feel description associated with a host website;                         | See Revised Ex. 8A, at 8(a).      | See Revised Ex. 6A, at 8(a). |
|       | ,   | DFNDT000423-428.                  | Wiecha '717, 5:34 - 6:25.    |
|       |   |                                   | See also, Figs. 7-10.        |
| 8(b)  | providing the host website with a link for inclusion within a page on the host website for    | See Revised Ex. 8A, at 8(b).      | See Revised Ex. 6A, at 8(b). |
|       | serving to a visitor computer, wherein the  | DFNDT000388-412.                  | Wiecha '717, 3:10-28.        |
|       | provided link correlates the host website with a  | DFNDT000413-422                   | Wiecha '717, 4:64 - 5:3.     |
|       | selected commerce object; and   | DFNDT000423-428.                  | Wiecha '717, 8:24-53.        |
|       |   |                                   | See also, Figs. 3, 6.        |

<sup>&</sup>lt;sup>1</sup> SPECIFIC CITATIONS TO THE RELEVANT DISCLOSURES ARE PROVIDED IN EXHIBITS 08A (TRAVELOCITY) AND 06A (717 PATENT) TO DEFENDANTS' REVISED INVALIDITY CONTENTIONS

## Comparison of U.S. Patent No. 7,818,399 and U.S. Patent No. 6,141,666 to Tobin ("Tobin") combined with U.S. Patent Application No. 09/995,178 to Saliba et al. ("Saliba"), and U.S. Patent No. 6,128,655 to Fields ("Fields")

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, U.S. Patent No. 6,141,666 to Tobin combined with U.S. Patent Application No. 09/995,178 to Saliba et al. and U.S. Patent No. 6,128,655 to Fields renders obvious the asserted claims as described in part below. See Defendants' Invalidity Contents for an explanation of the reasons for combining Tobin Saliba and Fields

| Claim<br>No. | Claim Language of U.S. Patent No. 6,629,135       | Relevant Disclosures  |
|--------------|---|-----------------------|
| 8            | An e commerce outsourcing process providing a     | See Ex. 17A, at 8.    |
|              | host website in communication with a visitor      | See Ex. 31A, at 8.    |
|              | computer with context sensitive, transparent e    | See Ex. 18A, at 8.    |
|              | commerce support pages, comprising the steps of:  |                       |
| 8(a)         | capturing a look and feel description associated  | See Ex. 17A, at 8(a). |
| ( )          | with a host website;                              | See Ex. 31A, at 8(a). |
|              |   | See Ex. 18A, at 8(a). |
| 8(b)         | providing the host website with a link for        | See Ex. 17A, at 8(b). |
|              | inclusion within a page on the host website for   | See Ex. 3A, at 8(b).  |
|              | serving to a visitor computer, wherein the        | See Ex. 18A, at 8(b). |
|              | provided link correlates the host website with a  |                       |
|              | selected commerce object; and                     |                       |
| 8(c)         | upon receiving an activation of the provided link | See Ex. 17A, at 8(c). |
|              | from the visitor computer, serving to the visitor | See Ex. 31A, at 8(c). |
|              | computer an e commerce supported page with a      | See Ex. 18A, at 8(c). |
|              | 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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# Comparison of the U.S. Patent No. 6,629,135 with U.S. Patent No. 5,870,717 "System for ordering items over computer network using an electronic catalog" combined with the Travelocity Prior Art

| Claim | Claim Language of U.S. Betant No. 6 620 125       | Relevant Disclosures <sup>1</sup> |                              |
|-------|---|-----------------------------------|------------------------------|
| No.   | Claim Language of U.S. Patent No. 6,629,135       | Travelocity/Yahoo! Prior Art      | U.S. Patent No. 5,870,717    |
| 8(c)  | upon receiving an activation of the provided link | See Revised Ex. 8A, at 8(c).      | See Revised Ex. 6A, at 8(c). |
|       | from the visitor computer, serving to the visitor |                                   |                              |
|       | computer an e commerce supported page with a      | DFNDT000388-412.                  | Wiecha '717, 3:10-28.        |
|       | look and feel corresponding to the captured look  | DFNDT000423-428                   | Wiecha '717, 4:64 - 5:3.     |
|       | and feel description of the host website          | DFNDT000429-432                   | Wiecha '717, 8:24-53.        |
|       | associated with the provided link and with        |                                   | Wiecha '717, 5:34 - 6:25.    |
|       | content based on the commerce object associated   |                                   | See also, Figs. 6-10.        |
|       | with the provided link.                           |                                   |                              |

#### Comparison of U.S. Patent No. 6,629,135 and United States Patent Application 09/995,278 by Saliba ("Saliba '278") combined with the Digital River Secure Sales System ("Digital River SSS")

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 combined with Digital River SSS renders obvious the asserted claims as described in part below.

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, multiple financial institutions. See Saliba '278 at Abstract. The Digital River Secure Sales System brought together manufacturers and dealers enabling them to sell and deliver products via the Internet through vendor websites. See Estibl 9A. Both Saliba '278 and Digital River SSS disclose electronic commerce systems that are directed to offering commerce objects over the Internet.

| Claim<br>No. | Claim Language of U.S. Patent No. 6.629,135  | Relevant Disclosures                          |
|--------------|--|---|
| 8            | An e-commerce outsourcing process providing<br>a host website in communication with a visitor<br>computer with context sensitive, transparent e<br>commerce support pages, comprising the steps<br>of:   | See Ex. 91A, at 8.<br>See Ex. 31A, at 8.      |
| 8(a)         | capturing a look and feel description associated with a host website;  | See Ex. 9A, at 8(a).<br>See Ex. 31A, at 8(a). |
| 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   | See Ex. 9A, at 8(b).<br>See Ex. 31A, at 8(b). |
| 8(c)         | upon receiving an activation of the provided link from the visitor computer, serving to the visitor computer an ecommerce 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. | See Ex. 9A, at 8(c).<br>See Ex. 31A, at 8(c). |

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## Comparison of U.S. Patent No. 6,629,135 and United States Patent Application 09/995,278 by Saliba ("Saliba '278") combined with United States Patent Number 6,330,575 to Moore ("Moore '575")

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 combined with United States Patent Number 6,330,575 renders obvious the asserted claims as described in part below.

There is motivation to combine Saliba '278 and Moore '575 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, multiple financial institutions. See Saliba '278 at Abstract. Moore '575 discloses development applications for a merchant to utilize in the design of its Web page or Web site that allow the merchant to become part of a distributed Internet commerce system for selling its products. See Moore '575 at Abstract. Both Saliba '278 and Moore '575 disclose electronic commerce systems that are directed to offering commerce objects over the Internet.

| Claim<br>No. | Claim Language of U.S. Patent No. 6,629,135  | Relevant Disclosures                          |
|--------------|--|---|
| 8            | An e commerce outsourcing process providing<br>a host website in communication with a visitor<br>computer with context sensitive, transparent e<br>commerce support pages, comprising the steps<br>of:   | See Ex. 1A, at 8.<br>See Ex. 31A, at 8.       |
| 8(a)         | capturing a look and feel description associated with a host website;  | See Ex. 1A, at 8(a).<br>See Ex. 31A, at 8(a). |
| 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   | See Ex. 1A, at 8(b).<br>See Ex. 31A, at 8(b). |
| 8(c)         | upon receiving an activation of the provided link from the visitor computer, serving to the visitor computer an ecommerce 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. | See Ex. 1A, at 8(c).<br>See Ex. 31A, at 8(c). |

## Comparison of the U.S. Patent No. 6,629,135 and Digital River Secure Sales System Prior Art combined with U.S. Patent No. 5,870,717 to Wiecha ("Wiecha")

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 Prior Art combined with U.S. Patent No. 5,870,717 renders obvious the asserted claims as described in part below.

According to Plaintiff's Infringement Contentions regarding the Digital River System, there is a motivation to combine the Digital River Secure Sales System Prior Art with Wiecha because both are related to e-commerce outsourcing processes for selling commerce items over a computer network and thus are in the same field of endeavor. The Digital River Secure Sales System brought together manufacturers and dealers enabling them to sell and deliver products via the Internet through vendor websites. See Exhibit 9A. Similarly, Wiecha discloses a corporate computer network for ordering products from numerous electronic catalogs that are accessible by employees of that corporation. See Wiecha at Abstract. The employees may research, select, and process the purchase of the products provided in the electronic catalogs. Both the Digital River Secure Sales System and Wiecha disclose electronic commerce systems that are directed to efficiently selling commerce objects through a computer network.

| Claim<br>No. | Claim Language of U.S. Patent No. 6,629,135  | Relevant Disclosures   |
|--------------|--|--|
| 8            | An e commerce outsourcing process providing a<br>host website in communication with a visitor<br>computer with context sensitive, transparent e<br>commerce support pages, comprising the steps<br>of:   | See Ex. 6A, at 8.  |
| 8(a)         | capturing a look and feel description associated with a host website;  | See Ex. 9A, at 8(a).<br>See Ex. 6A, at 8(a).                           |
| 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   | See Ex. 9A, at 8(b).<br>See Ex. 6A, at 8(b).<br>See also 13-14, infra. |
| 8(c)         | upon receiving an activation of the provided link<br>from the visitor computer, serving to the visitor<br>computer an e commerce supported page with a<br>look and feel corresponding to the captured look<br>and feel description of the host website<br>associated with the provided link and with<br>content based on the commerce object associated<br>with the provided link. | See Ex. 9A, at 8(c).<br>See Ex. 6A, at 8(c).                           |

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## Comparison of U.S. Patent No. 6,629,135 and Sextoy.com Prior Art ("Sextoy") combined with U.S. Patent Application No. 09/995,278 to Saliba ("Saliba") and U.S. Patent No. 6,128,655 to Fields ("Fields")

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, Sextoy combined with U.S. Patent Application No. 09995,278 to Saliba, and U.S. Patent No. 6,128,655 to Fields renders obvious the asserted claims as described in part below. See Defendants' Invalidity Contentions for an explanation of the reasons for combining the teachings of Sextoy, Saliba, and Fields

| Claim<br>No. | Claim Language of U.S. Patent No. 6,629,135       | Relevant Disclosures  |
|--------------|---|-----------------------|
| 8            | An e commerce outsourcing process providing a     | See Ex. 24A, at 8.    |
|              | host website in communication with a visitor      | See Ex. 31A, at 8.    |
|              | computer with context sensitive, transparent e    | See Ex. 18A, at 8.    |
|              | commerce support pages, comprising the steps of:  |                       |
| 8(a)         | capturing a look and feel description associated  | See Ex. 24A, at 8(a). |
| U(u)         | with a host website;                              | See Ex. 31A, at 8(a). |
|              |   | See Ex. 18A, at 8(a). |
| 8(b)         | providing the host website with a link for        | See Ex. 24A, at 8(b). |
|              | inclusion within a page on the host website for   | See Ex. 31A, at 8(b). |
|              | serving to a visitor computer, wherein the        | See Ex. 18A, at 8(b). |
|              | provided link correlates the host website with a  |                       |
|              | selected commerce object; and                     |                       |
| 8(c)         | upon receiving an activation of the provided link | See Ex. 24A, at 8(c). |
|              | from the visitor computer, serving to the visitor | See Ex. 31A, at 8(c). |
|              | computer an e commerce supported page with a      | See Ex. 18A, at 8(c). |
|              | 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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## Comparison of U.S. Patent No. 6,629,135 and Lycos.com Prior Art ("Lycos") combined with Internet Scrapbook: Automating Web Browsing Tasks by Demonstration by Atsushi Sugiura ("Internet Scrapbook")

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, Lycos combined with Internet Scrapbook renders obvious the asserted claims as described in part below. See Defendants' Invalidity Contents for an explanation of the reasons for combining Lycos and Internet Scrapbook.

| Claim<br>No. | Claim Language of U.S. Patent No. 6,629,135   | Relevant Disclosures                          |
|--------------|---|---|
| 8            | An ecommerce outsourcing process providing a<br>host website in communication with a visitor<br>computer with context sensitive, transparent e<br>commerce support pages, comprising the steps<br>of:   | See Ex. 28A, at 8.<br>See Ex. 7A, at 8.       |
| 8(a)         | capturing a look and feel description associated with a host website;   | See Ex. 28A, at 8(a).<br>See Ex. 7A, at 8(a). |
| 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  | See Ex. 28A, at 8(b).<br>See Ex. 7A, at 8(b). |
| 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. | See Ex. 28A, at 8(c).                         |

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### Comparison of the U.S. Patent No. 6,629,135 and Review of ShopSite Manager 3.1 Prior Art ("ShopSite Prior Art")<sup>1-2</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 ShopSite Prior Art anticipates and/or renders obvious, alone or in combination with other prior art identified in Defendants' Amended Invalidity Contentions, the asserted claims as described in part below.

| Claim<br>No. | Claim Language of U.S. Patent No. 6,629,135  | Relevant Disclosure in ShopSite 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: | "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 Manager 3.1 meets both of these criteria rather well." ShopSite Review [DFNDT0004668, 004679].  "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, must include a name. Optional information can include SKU, price, graphic, description, size or color options, a "more information" screen, etc." ShopSite Review [DFNDT0004668, 004679].  |
| 8(a)         | capturing a look and feel description associated with a host website;  | "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." ShopSite Review [DFNDT0004668, 004680].   |

Ralph F. Wilson, Review of ShopSite Manager 3.1, Web Commerce Today, September 15, 1997 [DFNDT0004663-004670; DFNDT0004679-004683]; also see Web Commerce Today, Archives of Back Issues, http://web.archive.org/web/19980207002711.http://www.wiisonweb.com/wet/1 (Feb. 7, 1998 version of www.wiisonweb.com/wet/1 as archived by the Internet Archive (See note 2) [DFNDT0004658-004659]; also see Web Commerce Today, Archives of Back Issues, http://web.archive.org/web/1998062608558.http://www.wilsonweb.com/wet/1 (June 26, 1998 version of www.wiisonweb.com/wet/1 as archived by the Internet Archive (See note 2) [DFNDT0004660-004602]; also see Web Commerce Today, Issue 2, September 15, 1997, http://web.archive.org/web/19980207010723/http://www.wilsonweb.com/wct/1/issue2.htm (Feb. 7, 1998 version of www.wiisonweb.com/wct/1/issue2.htm as archived by the Internet Archive (See note 2) [DFNDT0004676-004678] (collectively hereimafter, "ShopSite Review").

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### 706711.1

## Comparison of U.S. Patent No. 6,629,135 and IBM.com Prior Art ("IBM") combined with U.S. Patent Application No. 09/995,278 to Saliba ("Saliba"), and U.S. Patent No. 6,128,655 to Fields ("Fields")

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, IBM combined with U.S. Patent Application No. 09/995,278 to Saliba and U.S. Patent No. 6,128,655 to Fields renders obvious the asserted claims as described in part below. See Defendants' Invalidity Contents for an explanation of the reasons for combining IBM, Saliba, and Fields.

| Claim<br>No. | Claim Language of U.S. Patent No. 6,629,135       | Relevant Disclosures  |
|--------------|---|-----------------------|
| 8            | An e commerce outsourcing process providing a     | See Ex. 27A, at 8.    |
|              | host website in communication with a visitor      | See Ex. 31A, at 8.    |
|              | computer with context sensitive, transparent e    | See Ex. 18A, at 8.    |
|              | commerce support pages, comprising the steps of:  |                       |
| 8(a)         | capturing a look and feel description associated  | See Ex. 27A, at 8(a). |
| . ,          | with a host website;                              | See Ex. 31A, at 8(a). |
|              |   | See Ex. 18A, at 8(a). |
| 8(b)         | providing the host website with a link for        | See Ex. 27A, at 8(b). |
|              | inclusion within a page on the host website for   | See Ex. 3A, at 8(b).  |
|              | serving to a visitor computer, wherein the        | See Ex. 18A, at 8(b). |
|              | provided link correlates the host website with a  |                       |
|              | selected commerce object; and                     |                       |
| 8(c)         | upon receiving an activation of the provided link | See Ex. 27A, at 8(c). |
|              | from the visitor computer, serving to the visitor | See Ex. 31A, at 8(c). |
|              | computer an e commerce supported page with a      | See Ex. 18A, at 8(c). |
|              | 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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Comparison of the U.S. Patent No. 6,629,135 and the ShopSite Prior Art

| Claim | Claim Language of U.S. Patent No. 6,629,135  | Patent No. 6,629,135 and the ShopSite Prior Art  Relevant Disclosure in ShopSite Prior Art  |
|-------|--|---|
| No.   |  | "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 leam how to use <p> and <br/> to put breaks between lines." ShopSite Review [DFNDT0004668, 004680].</p>  |
| 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 | "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." ShopSite Review [DFNDT0004668, 004681].  "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 distingnish between shoppers. If a shopper doesn't take cookies, shopper ID defaults to the shopper's IP number." ShopSite Review [DFNDT0004668, 004680].  "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. (Centra's ShopSite Manger's 1 neets both of these criteria rather well." ShopSite Review [DFNDT0004668, 004679].  "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 |

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<sup>&</sup>lt;sup>2</sup> For more information about the Internet Archive and web pages archived therein, see Internet Archive Frequently Asked Questions, http://www.archive.org/about/faqs.php./DFNDT0001590-1633]

Comparison of the U.S. Patent No. 6.629.135 and the ShopSite Prior Art

|              | Comparison of the U.S.   | Patent No. 6,629,135 and the ShopSite Prior Art   |
|--------------|--|---|
| Claim<br>No. | Claim Language of U.S. Patent No. 6,629,135  | Relevant Disclosure in ShopSite Prior Art   |
|              |  | 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." ShopSite Review [DFNDT0004668, 094679].  |
|              |  | "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 a separate "Accessories" page)." ShopSite Review [DFNDT0004668, 004680].  |
|              |  | "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." ShopSite Review [DFNDT0004668, 004680].</p> |
|              |  | The host is the user of the ShopSite Product, the outsource provider is the ShopSite, and the selected merchant is the supplier, distributor, or manufacturer of the products sold on the user's ShopSite webpage(s). It well-known to a person skilled in the art as of the priority date of the '135 Patent that a website can sell products of third parties as well as the products of the host or the outsource provider.  |
| 8(c)         | upon receiving an activation of the provided link<br>from the visitor computer, serving to the visitor<br>computer an e commerce supported page with a<br>look and feel corresponding to the captured look<br>and feel description of the host website<br>associated with the provided link and with | "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." ShopSite Review [DFNDT0004668, 004680].  "Next, you can create a "laptop computer" page and place products on this page in  |

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Comparison of the U.S. Patent No. 6,629,135 and the ShopSite Prior Art

| Claim<br>No. | Claim Language of U.S. Patent No. 6,629,135 | Relevant Disclosure in ShopSite Prior Art  |
|--------------|---|--|
|              |   | [DFNDT0004668, 004679].  "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 conventient to select several items which go together (though the full description with photo could also appear on a separate "Accessories" page)." ShopSite Review [DFNDT0004668, 004680]. |

|              | Comparison of the U.S. Patent No. 6,629,135 and the ShopSite Prior Art  |   |  |
|--------------|---|---|--|
| Claim<br>No. | Claim Language of U.S. Patent No. 6,629,135                             | Relevant Disclosure in ShopSite Prior Art   |  |
|              | content based on the commerce object associated with the provided link. | 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 leam how to use <p> and <br/> to put breaks between lines." ShopSite Review [DFNDT0004668, 004680].</p>  |  |
|              |   | "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." ShopSite Review [DFNDT0004668, 004681]. |  |
|              |   | "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 distingnish between shoppers. If a shopper doesn't take cookies, shopper ID defaults to the shopper's IP number." ShopSite Review [DFNDT0004668, 004680].  |  |
|              |   | "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 Review [DFNDT0004668, 004679].   |  |
|              |   | "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." ShopSite Review   |  |

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### Comparison of U.S. Patent No. 6,629,135 and ViabWeb ("ViaWeb 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 ViaWeb Prior Art anticipates and/or renders obvious, alone or in combination with other prior art identified in Defendants' Amended Invalidity Contentions, the asserted claims as described in part below.

| Claim<br>No. | Claim Language of U.S. Patent No. 6,629,135  | ViaWeb Prior Art Relevant Discksures  |
|--------------|--|---|
| 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: | "We already have a web site. Can we put just the commerce part on your server?  Yes, serveral 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." VioWeb How It Works, http://web.archive.org/web/19970606144928/http://www.viaweb.com/vw/howitwor.htm (June 6, 1997 version of www.viaweb.com/vw/howitwor.htm as archived by the Internet Archive.!) (hereinafter, "VioWeb How It Works"). [DFNDT0005151-4]  "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.  "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." ViaWeb How It Works. [DFNDT0005151-4]  "Using an ordinary web browser, a merchant can log into Viaweb's site (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 |

<sup>&</sup>lt;sup>1</sup> For more information about the Internet Archive and web pages archived therein, see Internet Archive Frequently Asked Questions, http://www.archive.org/about/faqs.php. [DFNDT0001590-1633]

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| Claim<br>No. | Claim Language of U.S. Patent No. 6,629,135 | ViaWeb Prior Art Relevant Disclosures  |
|--------------|---|--|
|              |   | 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." ViaWeb Store 3.0 Release, http://www.viaweb.com/vw/viaw30isrel.html (June 6, 1997 version of http://www.viaweb.com/vw/viaw30isrel.html (June 6, 1997 version of http://www.viaweb.com/vw/viaw30isrel.html as archived by the Internet Archive. <sup>2</sup> ) (hereinafter, "3.0 Release"). [DFNDT0005257-8]  "Paul Graham of ViaWeb sells custom Internet stores in his ViaMall site." Paul Edwards, Sarah Edwards, and Linda Rohrbough, Making Money in Cyberspace, September 9, 1998, Jeremy P. Tarcher Putnam (hereinafter "Making Money")[DFNDT0004356-004648].  "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 products manes 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." CyberStoreFronts for Rookies, Business Week, June 9, 1997, http://web.archive.org/web/20081012015004/http://www.                                |

<sup>&</sup>lt;sup>2</sup> See note 1.

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### Comparison of the U.S. Patent No. 6,629,135 and ViabWeb Prior Art

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| Claim<br>No. | Claim Language of U.S. Patent No. 6,629,135 | ViaWeb Prior Art Relevant Disclosures  |
|--------------|---|--|
|              |   | Internet store." Making Money. [DFNDT0004484-5]  |
|              |   | "Paul Graham was one of four Harvard graduate students who were sitting around one day trying to come up with an application for doing business on the Internet. The group agreed that an on-line mall was a .good idea, and that an application could be built so that potential mall merchants wouldn't have to know HTML code to have a storefront on a cybermail. But the magic moment came when someone suggested that stores could be built interactively, so the user needed nothing, more than a PC with Internet access to create his or her own cyberstore. "That was, when we knew we had to do it," Paul 'said." Making Money. [DFNDT0004485]  |
|              |   | "In the beginning, the students started ViaWeb on a Pentium PC in someone's living room. To attract the funding they needed to keep the project going, the team sought out venture capitalists to drag into the living room and see ViaWeb in action. ViaWeb became a two-part project. ViaMall, an Internet mall where cybercitizens can shop, and ViaWeb, the interactive engine that allows merchants to build their ViaMall sites. All that is required of the merchant is photos in an electronic format that can be transferred to ViaWeb (uploaded) as the site is built and descriptions of the items for sale. In July 1995, ViaWeb was ready to go. To attract merchants, Paul said pric-ing was set aggressively with no leases or long-term commitments. The company also set up an interactive demo so that users visiting the ViaWeb site could practice setting up their own store—they just couldn't save it. In addition, ViaMall supplies merchants with an easy-to-read report available anytime that contains a complete listing of information on the visitors to their site. The report includes hit rates, click-through, the last Web site the user came from before entering the store, and how much each individual purchased. By tracing the last Web site and the purchase amount, vendors can find out which Internet advertising is working and which isn't." Making Money. (DFNDT0004485-6) |
|              |   | "Orders are taken via credit card and stored on a secure server Merchants  |

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### Comparison of the U.S. Patent No. 6,629,135 and ViabWeb Prior Art

| Claim<br>No. | Claim Language of U.S. Patent No. 6,629,135 | ViaWeb Prior Art Relevant Disclosures  |
|--------------|---|--|
|              |   | businessweek.com/1997/23/b353054.htm (November 15, 1996 version of http://www.businessweek.com/1997/23/b353054.htm as archived by the Internet Archive. <sup>3</sup> ) (hereinafter, "CyberStoreFronts for Rookies"). [DFNDT0005069-70]  |
|              |   | "The obstacle to setting up a store on the Internet was the cost. John said he'd heard stories about people spending \$7,000 to \$8,000 to pay someone to build their first Web store, and he'd also heard that over 50 percent of the on-line stores were failing. Rather than spend that kind of money, John heard about ViaWeb, an on-line electronic mall where he could set up his store for \$100 to \$300 a month to start with no lease or long-term commitment. ViaWeb also offered the advantage of allowing John to display his products without knowing how to program HTML. All John needed was Internet access, which he had through Microsoft's MSN service, and he could design his Web store while on-line." Making Money. [DFNDT0004436] |
|              |   | "So in 1994, John went to work to test his first "beta" store. Even though the ViaWeb site was inexpensive, John needed images and descriptions of the products to place on-line. John got most of the images of products from the vendors. To find the vendors, John went to the studios, who provided him with a licensee list of companies who had acquired the rights to design "branded" merchandise. John then contacted those companies and made deals to buy the merchandise from them." Making Money. [DFNDT0004436]  |
|              |   | "Some enterprising entrepreneurs have turned their computer expertise into a way to provide "turnkey" business sites. "Cybermalls," groups of stores on the same Web server, are no longer the rage everyone thought they would be in the beginning, mostly because cybercitizens are not bound by geographical limits. What is becoming popular are services that do the programming for businesses, so all the business has to do is use a browser to create and maintain store stock in a Web "store." ViaWeb is such a concept, started by four Harvard graduate students who decided that businesses shouldn't have to go to the trouble of knowing how to code HTML in order to have an  |

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### Comparison of the U.S. Patent No. 6,629,135 and ViabWeb Prior Art

| Claim<br>No. | Claim Language of U.S. Patent No. 6,629,135 | ViaWeb Prior Art Relevant Disclosures   |
|--------------|---|---|
|              |   | can get their orders at will, and Paul said that most stores download their orders several times a day. Merchants are responsible for verifying the credit card information, confirming the orders with customers, and filling the orders, just as they would if they were mining a mail-order business. ViaMall has attracted an impressive list of merchants, including Dean and DeLuca, Frederick's of Hollywood, and Rolling Stone magazine. Because each site can choose its foreground and background colors, use its own graphics, and select fonts, each store can have a unique look and feel characteristic of the image the company wants to build." Making Money. [DFNDT0004486]  |
|              |   | "Paul says the successful companies in ViaMall are selling as much as they would with a store in a regnlar shopping mall, some as much as \$180,000 a month, but without the mall overhead. Stores can register a domain name (like www.moviemadness.com) and have the domain name linked to the Via-Mall site, so visitors to the site don't even have to know they visited ViaMall. While other malls on the Internet are borrowing huge sums of money to outdo the competition, Paul said ViaWeb has chosen to keep costs tow and borrowing at a minimum. ViaWeb has not put huge amounts of money into advertising campaigns or merchandising pushes, but the site has gained attention by winning several awards from magazines such as PC Computing, PC Magazine, Internet and Forbes. Business Week reported that a Columbus, Ohio-based chiropractor who sells vitamins on the Internet spent a month putting up a Web site using HTML but later switched to ViaWeb and had a site muning in just two days." Making Money. [DFNDT0004486] |
|              |   | "ViaWeb only succeeds when the merchants succeed, so the company is eager to give advice to new vendors. In addition, Paul has seen a lot of businesses succeed and others fail, so he offers what he considers to be expert advice to newcomers. His advice includes the following tips: find a niche you can dominate, work hard to keep your site looking good, promote your site, make it easy for customers to navigate your site, start out with as many products as possible, emphasize service, keep prices as low as possible, and change your site regularly." Making Money. [DFNDT0004486-7]   |

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<sup>&</sup>lt;sup>3</sup> See note 1.

| Claim<br>No. | Claim Language of U.S. Patent No. 6,629,135                           | ViaWeb Prior Art Relevant Disclosures   |
|--------------|---|---|
|              |   | Also see DFNDT0005052, 5055-5059, 5071-5080, 51111-5117, 5120-5122, 5141-5147, 5156-5167, 5206-5256, and 5206-5207 for more information about ViaWeb, and examples of host websites/webpages and outsource websites/webpages.   |
| 8(a)         | capturing a look and feel description associated with a host website; | "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. And building a store using ViaWeb is easy enough so that while John asks that his costs be reimbursed, all he requires from a potential Web site is a percentage of the sales of the new store. John says this helps him sell stores to other sites because it's essentially a no-risk proposition to them." Making Money. [DFNDT0004437]  "Since that slow start, John has built over a dozen specialty merchandise stores. Some are based on other television shows such as The X-Files, Friends, or ER, others are based on popular movies like Men in Black (MIB); and others are stores he runs for other Web sites on the Internet." Making Money. [DFNDT0004437] |
|              |   | "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." ViaWeb Features, http://web.archive.org/web/19970606144941 / http://www.viaweb.com/ww/feat.htm (June 6, 1997 version of / http://www.viaweb.com/ww/feat.htm as archived by the Internet Archive.)4 (thereinafter. "ViaWeb Features"), IDFNDT0005148-501  |

<sup>&</sup>lt;sup>4</sup> See note 1.

### Comparison of the U.S. Patent No. 6,629,135 and ViabWeb Prior Art

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| Claim<br>No. | Claim Language of U.S. Patent No. 6,629,135   | ViaWeb Prior Art Relevant Disclosures  |
|--------------|---|--|
|              |   | "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." ViaWeb Resellers, how the viaweb com/vw/resprog.html (June 6, 1997 version of www.viaweb.com/vw/resprog.html as archived by the Internet Archive.) (hercinafter, "ViaWeb Resellers"). [DFNDT0005263-4]  "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." RTML Overview, http://web. archive.org/web/19970606150606/http://www.viaweb.com/vw/ov.html (June 6, 1997 version of www.viaweb.com/vw/ov.html as archived by the Internet Archive.) (hereinafter, "RTML Overview"). [DFNDT0005265]  Also see DFNDT0005052, 5055-5059, 5071-5080, 51111-5117, 5120-5122, 5141-5147, 5156-5167, 5206-5256, and 5206-5207 for more information about ViaWeb, and |
|              |   | examples of host websites/webpages and outsource websites/webpages.  |
| 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 | "Since that slow start, John has built over a dozen specialty merchandise stores. Some are based on other television shows such as The X-Files, Friends, or ER; others are based on popular movies like Men in Black (MIB);  |

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### Comparison of the U.S. Patent No. 6,629,135 and ViabWeb Prior Art

| Claim<br>No. | Claim Language of U.S. Patent No. 6,629,135 | ViaWeb Prior Art Relevant Disclosures   |
|--------------|---|---|
| <b>300</b>   |   | "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." ViaWeb How It Works. [DFNDT0005151-4]  "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 creates 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 Sigu It! (2600 items).  See our online documentation for details of how to generate your site from a database." ViaWeb How It Works. [DFNDT0005151-4]  "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 |

<sup>&</sup>lt;sup>5</sup> See note 1.

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### Comparison of the U.S. Patent No. 6,629,135 and ViabWeb Prior Art

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| Claim<br>No. | Claim Language of U.S. Patent No. 6,629,135                                    | ViaWeb Prior Art Relevant Disclosures   |
|--------------|--|---|
|              | provided link correlates the host website with a selected commerce object; and | and others are stores he runs for other Web sites on the Internet." Making Money. [DFNDT0004437]  |
|              |  | "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." ViaWeb Features. [DFNDT0005148-50]   |
|              |  | "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." ViaWeb How It Works. [DFNDT0005151-4]   |
|              |  | "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 |

<sup>&</sup>lt;sup>6</sup> See note 1.

| Claim<br>No. | Claim Language of U.S. Patent No. 6,629,135 | ViaWeb Prior Art Relevant Disclosures   |
|--------------|---|---|
|              |   | 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." ViaWeb How It Works. [DFNDT0005151-4]  "Advanced users can create their own page templates in Viaweb's powerful scripting langnage, RTML, a superset of HTML with the power of a real programming language." 3.0 Release. [DFNDT0005257-8]  |
|              |   | "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 langnage 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." ViaWeb Resellers. [DFNDT0003263-4] |
|              |   | "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." RTML Overview. [DFNDT0005265]   |
|              |   | "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  |

### Comparison of the U.S. Patent No. 6,629,135 and ViabWeb Prior Art

| Claim<br>No. | Claim Language of U.S. Patent No. 6,629,135 | ViaWeb Prior Art Relevant Disclosures   |
|--------------|---|---|
| ANN          |   | sent to a store on our server." ViaWeb How It Works. [DFNDT0005151-4]                 |
|              |   | "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.                 |
|              |   | 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 singl |
|              |   | click." ViaWeb How It Works. [DFNDT0005151-4]   |
|              |   | "Using an ordinary web browser, a merchant can log into Viaweb's site                 |
|              |   | (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." 3.0 Release. [DFNDT0005257-8]                          |
|              |   | minon page views per monar. Sie resease [21 112 1000 227 0]                           |
|              |   | "Paul Graham of ViaWeb sells custom Internet stores in his ViaMall site." Paul        |
|              |   | Edwards, Sarah Edwards, and Linda Rohrbough, Making Money. [DFNDT0004356-             |
|              |   | 0046481.  |
|              |   | - oviving.  |
|              |   | "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          |

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### Comparison of the U.S. Patent No. 6,629,135 and ViabWeb Prior Art

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| Claim<br>No. | Claim Language of U.S. Patent No. 6,629,135 | ViaWeb Prior Art Relevant Disclosures  |
|--------------|---|--|
| 148.         |   | 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." CyberStoreFronts for Rookies. [DFNDT000506570]  |
|              |   | "The obstacle to setting up a store on the Internet was the cost. John said he'd heard stories about people spending \$7,000 to \$8,000 to pay someone to build their first Web store, and he'd also heard that over 50 percent of the on-line stores were failing. Rather than spend that kind of money, John heard about ViaWeb, an on-line electronic mall where he could set up his store for \$100 to \$300 a month to start with no lease or long-term commitment. ViaWeb also offered the advantage of allowing John to display his products without knowing how to program HTML. All John needed was Internet access, which he had through Microsoft's MSN service, and he could design his Web store while on-line." Making Money. [DFNDT0004436] |
|              |   | "So in 1994, John went to work to test his first "beta" store. Even though the ViaWeb site was inexpensive, John needed images and descriptions of the products to place on-line. John got most of the images of products from the vendors. To find the vendors, John went to the studios, who provided him with a licensee list of companies who had acquired the rights to design "branded" merchandise. John then contacted those companies and made deals to buy the merchandise from them." Making Money. [DFNDT0004436]  |
|              |   | "Some enterprising entrepreneurs have turned their computer expertise into a way to provide "turnkey" business sites. "Cybermalls," groups of stores on the same Web server, are no longer the rage everyone thought they would be in the beginning, mostly because cybercitizens are not bound by geographical limits. What is becoming   |

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### Comparison of the U.S. Patent No. 6,629,135 and ViabWeb Prior Art

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| Claim<br>No. | Claim Language of U.S. Patent No. 6,629,135 | ViaWeb Prior Art Relevant Disclosures  |
|--------------|---|--|
|              | Claim Language of U.S. Patent No. 6,629,135 | ViaWeh Prior Art Relevant Discipeures  popular are services that do the programming for businesses, so all the business has to do is use a browser to create and marian store stock in a Web "store." ViaWeb is such a concept, started by four Harvard graduate students who decided that businesses shouldn't have to go to the trouble of knowing how to code HTML in order to have an Internet store." Making Money. [DFNDT0004484-5]  "Paul Graham was one of four Harvard graduate students who were sitting around one day trying to come up with a application for doing business on the Internet. The group agreed that an on-line mall was a .good idea, and that an application could be built to that potential mall merchants wouldn't have to know HTML code to have a storefront on a cybermail. But the magic moment came when someone suggested that stores could be built interactively, so the user needed nothing, more than a PC with Internet access to create his or her own cyberstore. "That was, when we knew we had to do it," Paul 'said." Making Money. [DFNDT0004485]  "In the beginning, the students started ViaWeb on a Pentium PC in someone's |
|              |   | living room. To attract the finding they needed to keep the project going, the team sought out venture capitalists to drag into the living room and see ViaWeb in action. ViaWeb became a two-part project: ViaMall, an Internet mall where cybercitizens can shop, and ViaWeb, the interactive engine that allows merchants to build their ViaMall sites. All that is required of the merchant is photos in an electronic format that can be transferred to ViaWeb (uploaded) as the site is built and descriptions of the items for sale. In July 1995, ViaWeb was ready to go. To attract merchants, Paul said pric-ing was set aggressively with no leases or long-term commitments. The company also set up an interactive demo so that users visiting the ViaWeb site could practice setting up their own store—they just couldn't save it. In addition, ViaMall supplies merchants with an easy-to-read report available anytime that contains a complete listing of information on the visitors to their site. The report includes hit rates, click-through, the last Web site the user came from before entering the store, and how much each individual purchased.     |

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| Claim<br>No. | Claim Language of U.S. Patent No. 6,629,135   | ViaWeb Prior Art Relevant Disclosures   |
|--------------|---|---|
|              |   | By tracing the last Web site and the purchase amount, vendors can find out which Internet advertising is working and which isn't." Making Money. [DFNDT0004483-6]   |
|              |   | Also see DFNDT0005052, 5055-5059, 5071-5080, 51111-5117, 5120-5122, 5141-5147, 5156-5167, 5206-5256, and 5206-5207 for more information about ViaWeb, and examples of host websites/webpages and outsource websites/webpages.   |
| §(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. | "Since that slow start, John has built over a dozen specialty merchandise stores. Some are based on other television shows such as The X-Files, Friends, or ER; others are based on popular movies like Men in Black (MIB); and others are stores he rmis for other Web sites on the Internet." Making Money. [DFNDT0004437]  "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." ViaWeb Features, [DFNDT0005148-50] |
|              |   | "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 Store.  The Viaweb and Viamall sites were both created entirely with Viaweb." ViaWeb How I Works. [DFNDT0005151-4]   |

### Comparison of the U.S. Patent No. 6,629,135 and ViabWeb Prior Art

| Claim<br>No. | Claim Language of U.S. Patent No. 6,629,135 | ViaWeb Prior Art Relevant Discussures   |
|--------------|---|---|
|              |   | "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 Sigu It (2600 items). See our online documentation for details of how to generate your site from a database." ViaWeb How It Works. [DFNDT0005151-4]  "Advanced users can create their own page templates in Viaweb's powerful scripting language, TML, a superset of HTML with the power of a real programming language." 3.0 Release. [DFNDT0005257-8] |
|              |   | "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." ViaWeb Resellers. [DFNDT0003263-4]   |

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### Comparison of the U.S. Patent No. 6,629,135 and ViabWeb Prior Art

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| Claim<br>No. | Claim Language of U.S. Patent No. 6,629,135 | ViaWeb Prior Art Relevant Disclosures  |
|--------------|---|--|
|              |   | "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<br>express directly in HTML, either by hand or with a WYSIWYG  |
|              |   | authoring tool." RTML Overview. [DFNDT0005265]   |
|              |   | "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." ViaWeb How It Works. [DFNDT0005151-4]  |
|              |   | "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.  |
|              |   | 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." ViaWeb How It Works. [DFNDT0005151-4] |
|              |   | "Using an ordinary web browser, a merchant can log into Viaweb's site (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   |

### Comparison of the U.S. Patent No. 6,629,135 and ViabWeb Prior Art

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| Claim<br>No. | Claim Language of U.S. Patent No. 6,629,135 | ViaWeb Prior Art Relevant Dischwares   |
|--------------|---|--|
|              |   | million page views per month." 3.0 Release. [DFNDT0005257-8]   |
|              |   | "Paul Graham of ViaWeb sells custom Internet stores in his ViaMall site." Paul Edwards, Sarah Edwards, and Linda Rohrbough, <i>Making Money. [DFNDT0004356-004648].</i>  |
|              |   | "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." CyberStoreFronts for Rookies. [DFNDT0003069-70] |
|              |   | "The obstacle to setting up a store on the Internet was the cost. John said he'd heard stories about people spending \$7,000 to \$8,000 to pay someone to build their first Web store, and he'd also heard that over 50 percent of the on-line stores were failing. Rather than spend that kind of money, John heard about ViaWeb, an on-line electronic mall where he could set up his store for \$100 to \$300 a month to start with no lease or long-term commitment. ViaWeb also offered the advantage of allowing John to display his products without knowing how to program HTML. All John needed was Internet access, which he had through Microsoft's MSN service, and he could design his Web store while on-line." Making Money. [DFNDT0004436]   |
|              |   | "So in 1994, John went to work to test his first "beta" store. Even though the ViaWeb site was inexpensive, John needed images and descriptions of   |

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| Claim<br>No. | Claim Language of U.S. Patent No. 6,629,135 | ViaWeb Prior Art Relevant Disclosures  |
|--------------|---|--|
|              |   | the products to place on-line. John got most of the images of products from          |
|              |   | the vendors. To find the vendors, John went to the studios, who provided             |
|              |   | him with a licensee list of companies who had acquired the rights to design          |
|              |   | "branded" merchandise. John then contacted those companies and made                  |
|              |   | deals to buy the merchandise from them." Making Money. [DFNDT0004436]                |
|              |   | "Some enterprising entrepreneurs have turned their computer expertise                |
|              |   | into a way to provide "turnkey" business sites. "Cybermalls,"                        |
|              |   | groups of stores on the same Web server, are no longer the rage                      |
|              |   | everyone thought they would be in the beginning, mostly because cybercitizens        |
|              |   | are not bound by geographical limits. What is becoming                               |
|              |   | popular are services that do the programming for businesses, so all                  |
|              |   | the business has to do is use a browser to create and maintain store                 |
|              |   | stock in a Web "store." ViaWeb is such a concept, started by four Harvard            |
|              |   | graduate students who decided that businesses shouldn't have to go to the trouble of |
|              |   | knowing how to code HTML in order to have an   |
|              |   | Internet store." Making Money. [DFNDT0004484-5]                                      |
|              |   | ,  |
|              |   | "Paul Graham was one of four Harvard graduate students who were sitting              |
|              |   | around one day trying to come up with an application for doing                       |
|              |   | business on the Internet. The group agreed that an on-line mall was a .good          |
|              |   | idea, and that an application could be built so that potential mall merchants        |
|              |   | wouldn't have to know HTML code to have a storefront on a cybermall. But             |
|              |   | the magic moment came when someone suggested that stores could be                    |
|              |   | built interactively, so the user needed nothing, more than a PC with Internet        |
|              |   | access to create his or her own cyberstore. "That was, when we knew we               |
|              |   | had to do it," Paul 'said ." Making Money. [DFNDT0004485]                            |
|              |   | "In the beginning, the students started ViaWeb on a Pentium PC in someone's          |
|              |   | living room. To attract the funding they needed to keep the project going,           |
|              |   | the team sought out venture capitalists to drag into the living room and             |
|              |   | see ViaWeb in action. ViaWeb became a two-part project: ViaMall, an Internet         |
|              |   | mall where cybercitizens can shop, and ViaWeb, the interactive engine                |

Comparison of the U.S. Patent No. 6,629,135 and ViabWeb Prior Art

| Claim<br>No. | Claim Language of U.S. Patent No. 6,629,135 | ViaWeb Prior Art Relevant Disclosures   |
|--------------|---|---|
|              |   | that allows merchants to build their ViaMall sites. All that is required of the merchant is photos in an electronic format that can be transferred to ViaWeb (uploaded) as the site is built and descriptions of the items for sale.  In July 1995, ViaWeb was ready to go. To attract merchants, Paul said pric-ing was set aggressively with no leases or long-term commitments. The company also set up an interactive demo so that users visiting the ViaWeb site could practice setting up their own store—they just couldn't save it. In addition, ViaMall supplies merchants with an easy-to-read report available anytime that contains a complete listing of information on the visitors to their site. The report includes hit rates, click-through, the last Web site the user came from before entering the store, and how much each individual purchased. By tracing the last Web site and the purchase amount, vendors can find out which Internet advertising is working and which isn't." Making Money. [DFNDT0004483-6]  Also see DFNDT0005052, 5055-5059, 5071-5080, 51111-5117, 5120-5122, 5141-5147, 5156-5167, 5206-5256, and 5206-5207 for more information about ViaWeb, and examples of host websites/webpages and outsource websites/webpages. |

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### $Comparison \ of \ U.S.\ Patent\ No.\ 6,629,135\ and\ Shop Site\ Prior\ Art\ combined\ with\ Viaweb\ Prior\ Art\ and\ Net. Commerce\ Prior\ Art\ and\ Net.$

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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, ShopSite Prior combined with Viaweb Prior Art, and Net.Commerce Prior Art renders obvious the asserted claims as described in part below. See Defendants' Invalidity Contentions for an explanation of the reasons for combining the teachings of ShopSite Prior Art, Viaweb Prior Art, and Net.Commerce Prior Art.

| Claim<br>No. | Claim Language of U.S. Patent No. 6,629,135  | Relevant Disclosures  |
|--------------|--|---|
| 8            | An e commerce outsourcing process providing a host website in communication with a visitor   | See Ex. 43A, at 8.<br>See Ex. 44A, at 8.                                |
|              | computer with context sensitive, transparent e<br>commerce support pages, comprising the steps<br>of:  | See Ex. 33A, at 8.  |
| 8(a)         | capturing a look and feel description associated with a host website;  | See Ex. 43A, at 8(a).<br>See Ex. 44A, at 8(a).<br>See Ex. 33A, at 8(a). |
| 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   | See Ex. 43A, at 8(b).<br>See Ex. 44A, at 8(b).<br>See Ex. 33A, at 8(b). |
| 8(c)         | upon receiving an activation of the provided link<br>from the visitor computer, serving to the visitor<br>computer an e commerce supported page with a<br>look and feel corresponding to the captured look<br>and feel description of the host website<br>associated with the provided link and with<br>content based on the commerce object associated<br>with the provided link. | See Ex. 43A, at 8(c).<br>See Ex. 44A, at 8(c).<br>See Ex. 33A, at 8(c). |

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### $Obviousness-Type\ Double-Patenting\ Analysis\ for\ U.S.\ Patent\ No.\ 7,818,399\ compared\ with\ U.S.\ Patent\ No.\ 6,629,135$

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| 399 Patent | (300) B. ( Cl T  | 135 Patent | Corresponding 135 Patent   | Comments   |
|------------|--|------------|--|--|
| Claim No.  | '399 Patent Claim Language   | Claim No.  | Claim Language (not in order)  |  |
| 1          | A method of an outsource provider<br>serving web pages offering<br>commercial opportunities, the<br>method comprising:   | 8          | An e-commerce outsourcing<br>process providing a host website in<br>communication with a visitor<br>computer with context sensitive,<br>transparent e-commerce support   |  |
| 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; | 8(c)       | pages, comprising the steps 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.  |  |
| 1(a)(i)    | wherein each of the first web pages<br>belongs to one of a plurality of web<br>page owners;  | 8,8(b)     | associated with the provided infe.  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:  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; | This limitation is inherent in the '135 patent claim because of the parties' agreed claim constructions:  • "first web page" is defined as "host web page" • "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" • "website" is defined as "one or more related web pages at a location on the World Wide Web" |
|            |  |            |  | The "host website" of the '135 patent  |

### Obviousness-Type Double-Patenting Analysis for U.S. Patent No. 7,818,399 compared with U.S. Patent No. 6,629,135

| 399 Patent | 399 Patent Claim Language  | 135 Patent | Corresponding '135 Patent   | Comments  |
|------------|--|------------|---|---|
| Claim No.  | 233 Latent Frami Fandrage  | Claim No.  | Claim Language (not in order)   |   |
|            |  |            |   | claim is one or more web pages belonging<br>to a host or owner. Moreover, it was well<br>known in the art at the time of the<br>invention that such a plurality of web page<br>owners exist. See, e.g., '135 Patent 1:49-<br>52.  |
| 1(a)(ii)   | wherein each of the first web pages<br>displays at least one active link<br>associated with a commerce object<br>associated with a buying<br>opportunity of a selected one of a<br>plurality of merchants; and | 8(b)       | providing the host website with a<br>link for inclusion within a page on<br>the host website for serving to a<br>visitor computer, wherein the<br>provided link correlates the host<br>website with a selected commerce<br>object;  |   |
| 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,   | 8, 8(b)    | 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: 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; | This limitation is inherent in the '135 patent claim because of the parties' agreed claim constructions:  • "first web page" is defined as "host web page" • "host/owner" is defined as "an operator of a website that engaged in Interuet commerce by incorporating one or more links to an e-commerce outsource provider into its web content" • "merchant" is defined as "producer, distributor, or reseller of goods or services to be sold" • "outsource provider / e-commerce outsource provider is defined as "party, independent from the host associated with the commerce obiect or merchant of the |

### Obviousness-Type Double-Patenting Analysis for U.S. Patent No. 7,818,399 compared with U.S. Patent No. 6,629,135

| 399 Patent | '399 Patent Claim Language   | 135 Patent | Corresponding 135 Patent  | Comments  |
|------------|--|------------|---|---|
| laim No.   |  | Claim No.  | Claim Language (not in order)   | commerce object, that provides of<br>commerce support services<br>between merchant(s) and host(s)   |
|            |  |            |   | These definitions require that (1) none-<br>these parties can exist without the other<br>and (2) each of these are third parties w<br>respect to one another. |
| 1(b)       | automatically retrieving from a<br>storage coupled to the server pre<br>stored data associated with the<br>source page; and then | 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. |   |
| 1(c)       | automatically with the server computer generating and transmitting to the web browser a second web page that includes:           | 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. |   |
| 1(c)(i)    | information associated with the<br>commerce object associated with<br>the link that has been activated, and                      | 8(c)       | upon receiving an activation of the provided link from the visitor computer, serving to the visitor   |   |

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## Obviousness-Type Double-Patenting Analysis for U.S. Patent No. 7,818,399 compared with U.S. Patent No. 6,629,135

| '199 Patent<br>Claim No. | *399 Patent Claim Language  | 135 Patent<br>Claim No. | Corresponding *135 Patent<br>Claim Language (not in order)  | Comments   |
|--------------------------|---|-------------------------|---|--|
|                          |   |                         | 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.  |  |
| 1(e)(ii)                 | a plurality of visually perceptible<br>elements derived from the retrieved<br>pre stored data and visually<br>corresponding to the source page. | 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. | This limitation is inherent in the '135 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 '135 patent. |

| '399 Patent<br>Claim No. | '399 Patent Claim Language  | 135 Patent<br>Claim No. | Corresponding '135 Patent<br>Claim Language (not in order)  | Comments  |
|--------------------------|---|-------------------------|---|---|
| 19                       | A system useful in an outsource<br>provider serving web pages<br>offering commercial opportunities,<br>the system comprising:   | 1                       | An e-commerce outsourcing<br>system providing a host website in<br>communication with a visitor<br>computer with context sensitive,<br>transparent e-commerce support<br>pages, comprising: |   |
| 19(a)                    | a computer store containing data,<br>for each of a plurality of first web<br>pages, defining a plurality of<br>visually perceptible elements,<br>which visually perceptible | 1(a)                    | a data store including a look and<br>feel description associated with a<br>host website   | This limitation is inherent in the '135 patent claim because of the parties' agreed claim construction of "visually perceptible elements" as "look and feel elements that can be seen." "Visually perceptible |

### Obviousness-Type Double-Patenting Analysis for U.S. Patent No. 7,818,399 compared with U.S. Patent No. 6,629,135

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| 399 Patent | 2200 D. V. V. Cil T  | 135 Patent         | Corresponding 135 Patent  | Comments   |
|------------|--|--------------------|---|--|
| Claim No.  | 399 Patent Claim Language  | Claim No.          | Claim Language (not in order)   |  |
|            | elements correspond to the plurality of first web pages;   |                    |   | elements" is merely a subset of the "look<br>and feel" descriptions or elements claimed<br>by the '135 patent.   |
| 19(a)(1)   | wherein each of the first web pages<br>belongs to one of a plurality of web<br>page owners;  | 1(a),<br>1(c)(iii) | a data store including 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 correlating the host website with a selected commerce object | The 'host website' of the 'Volumer road on on the World Wide Web'  The 'host webpage age a location on the tast a location on the World Wide Web'  The 'host woher.' is defined as 'an operator of a website that engaged in Interuet commerce by incorporating one or more links to an e-commerce outsource provider into its web content'  "website' is defined as 'one or more related web pages at a location on the World Wide Web'  The 'host website' of the '135 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., '135 Patent 1:49-52. |
| 19(a)(ii)  | wherein each of the first web pages<br>displays at least one active link<br>associated with a commerce object<br>associated with a buying<br>opportunity of a selected one of a<br>plurality of merchants; and | 1(c)(iii)          | providing the host website with a<br>link for inclusion within a page on<br>the host website correlating the<br>host website with a selected<br>commerce object   |  |
| 19(a)(iii) | wherein the selected merchant, the   | 1(a),              | a data store including a look and   | This limitation is inherent in the '135  |

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### Obviousness-Type Double-Patenting Analysis for U.S. Patent No. 7,818,399 compared with U.S. Patent No. 6,629,135

| 399 Patent  | '399 Patent Claim Language   | 135 Patent | Corresponding '135 Patent  | Comments  |
|-------------|--|------------|--|---|
| Claim No.   | Syy Patem Charm Language   | Claim No.  | Claim Language (not in order)  |   |
| X. GGHC 3W- | outsource provider, and the owner of the first web page displaying the associated link are each third parties with respect to one other; | 1(c)(iii)  | recommerce object  | patent claim because of the parties' agreed claim constructions:  • "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"  • "merchant" is defined as "producer, distributor, or reseller of goods or services to be sold"  • "outsource provider" is defined as "party, independent from the host associated with the commerce object of merchant of the commerce object, that provides e-commerce support services between merchant(s) and host(s)"  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<br>provider, which computer server is<br>coupled to the computer store and<br>programmed to:          | 1(c)       | a processor for executing instructions that perform the steps 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 |   |

### Obviousness-Type Double-Patenting Analysis for U.S. Patent No. 7,818,399 compared with U.S. Patent No. 6,629,135

| 399 Patent<br>Claim No. | *399 Patent Claim Language           | *135 Patent<br>Claim No. | Corresponding '135 Patent<br>Claim Language (not in order) | Comments |
|-------------------------|--------------------------------------|--------------------------|--|----------|
|                         |                                      |                          | within a page on the host website                          |          |
|                         |                                      |                          | 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 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.                         |          |
| 19(b)(i)                | receive from the web browser of a    | l(c)(iv)                 | upon receiving an activation of the                        |          |
|                         | computer user a signal indicating    |                          | provided link via the                                      |          |
|                         | activation of one of the links       |                          | communication link, serving an e-                          |          |
|                         | displayed by one of the first web    |                          | commerce supported page via the                            |          |
|                         | pages;                               |                          | communication link 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                               |          |
| 400000                  |                                      | 167.0.7                  | associated with the provided link.                         |          |
| 19(b)(ii)               | automatically identify as the source | 1(c)(iv)                 | upon receiving an activation of the                        |          |
|                         | page the one of the first web pages  |                          | provided link via the                                      |          |
|                         | on which the link has been           |                          | communication link, serving an e-                          |          |
|                         | activated;                           |                          | commerce supported page via the                            |          |
|                         |                                      |                          | communication link with a look                             |          |
|                         |                                      |                          | and feel corresponding to the                              |          |
|                         |                                      |                          | captured look and feel description                         |          |
|                         |                                      |                          | of the host website associated with                        |          |

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### $Obviousness-Type\ Double-Patenting\ Analysis\ for\ U.S.\ Patent\ No.\ 7,818,399\ compared\ with\ U.S.\ Patent\ No.\ 6,629,135$

| '399 Patent  | 399 Patent Claim Language             | 135 Patent | Corresponding 135 Patent            | Comments |
|--------------|---------------------------------------|------------|-------------------------------------|----------|
| Claim No.    | 337 Tattit Claim Farguage             | Claim No.  | Claim Language (not in order)       |          |
|              |                                       |            | the provided link and with content  |          |
|              |                                       |            | based on the commerce object        |          |
|              |                                       |            | associated with the provided link.  |          |
| 19(b)(iii)   | in response to identification of the  | 1(c)(iv)   | upon receiving an activation of the |          |
|              | source page, automatically retrieve   |            | provided link via the               |          |
|              | the stored data corresponding to the  |            | communication link, serving an e-   |          |
|              | source page; and                      |            | commerce supported page via the     |          |
|              |                                       |            | communication link 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.  |          |
| 19(b)(iv)    | using the data retrieved,             | 1(c)(iv)   | upon receiving an activation of the |          |
|              | automatically generate and transmit   |            | provided link via the               |          |
|              | to the web browser a second web       |            | communication link, serving an e-   |          |
|              | page that displays:                   |            | commerce supported page via the     |          |
|              |                                       |            | communication link 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.  |          |
| 19(b)(iv)(A) | information associated with the       | 1(c)(iv)   | upon receiving an activation of the |          |
|              | commerce object associated with       |            | provided link via the               |          |
|              | the link that has been activated, and |            | communication link, serving an e-   |          |
|              |                                       |            | commerce supported page via the     |          |
|              |                                       |            | communication link with a look      |          |
|              |                                       |            | and feel corresponding to the       |          |
|              |                                       |            | captured look and feel description  |          |
|              |                                       |            | of the host website associated with |          |

Obviousness-Type Double-Patenting Analysis for U.S. Patent No. 7,818,399 compared with U.S. Patent No. 6,629,135

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| '399 Patent<br>Claim No. | '399 Patent Claim Language  | 125 Patent<br>Claim No. | Corresponding *135 Patent<br>Claim Language (not in order)  | Comments |
|--------------------------|---|-------------------------|---|----------|
|                          |   |                         | the provided link and with content<br>based on the commerce object<br>associated with the provided link.  |          |
| 19(b)(iv)(B)             | the plurality of visually perceptible elements visually corresponding to the source page. | 1(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 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. |          |

### Comparison of U.S. Patent No. 6,993,572 and U.S. Patent No. 6,330,575 to Moore ("Moore '575")1

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. 6,330,575 to Moore anticipates and/or renders obvious, alone or in combination with other prior art identified in Defendants' Amended Invalidity Contentions, the asserted claims as described in part below.

| Claim<br>No. | Claim Language of U.S. Patent No. 6,993,572   | Relevant Disclosure in U.S. Patent No. 6,330,575 ("Moore '575")  |
|--------------|---|--|
| 13           | An e commerce outsourcing system comprising:  | Briefly, according to the invention a method for designing a Web page, to be hosted on a Web page server, comprises: providing an object-oriented, template-driven interface for a customer to utilize in the design of the Web page. This allows the customer, through the use of the interface, to design the Web page. The method also comprises the step of publishing the Web page at a destination of the customer's choosing.  Briefly, in accordance with another aspect of the invention, a method for designing a Web page for use in a distributed electronic commerce system is provided. The commerce system comprises a Web page server and a second server which are electrically coupled to each other, and the Web page server hosts the Web page. The method comprises: creating a link to the second server, designing the Web page such that the link can be embedded into the Web page; and embedding the link into the Web page. |
| 13(a)        | a data store including a look and feel description<br>associated with a host web page having a link<br>correlated with a commerce object; and | Moore '575, 3:23-39.  The Development Tool is object-oriented and template-driven, and it enables its customer, which is the merchant, to design a web site in only a few minutes and does not require any special Internet knowledge from the merchant. The Development Tool breaks the design process down into four steps. The first is to select a Web site category. The second is to collect optional page header and footer information. The third is to choose the defaults for the background color or image and for the page style. The fourth is to fill in the content of each page.   |

<sup>&</sup>lt;sup>1</sup> Unless noted, all citations in this chart are to U.S. Patent No. 6,330,575 by Victor S. Moore and Glen R. Walters (filed March 31, 1998, issued December 11, 2001). [DFNDT0000181-0000207]

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### Comparison of U.S. Patent No. 6,993,572 and U.S. Patent No. 6,330,575 to Moore

| Claim | Chi. Y                                      | D. 184.) - T. W. D W. (24) 242 (0) 4. (44)  |
|-------|---|---|
| No.   | Claim Language of U.S. Patent No. 6,993,572 | Relevant Disclosure in U.S. Patent No. 6,330,575 ("Moore '575")   |
|       |   | Moore '575, 10:44-53.   |
|       |   | The first step is to select a category. The category is selected from a list of ten industries such as automotive, dining, and education. Referring to FIG. 6, there is shown a screen 600 containing a list of possible industries to choose from in the Development Tool. Alternate embodiments could employ different industries and a different number of choices. The list 600 also illustrates the simplicity of the merchant interface. The selected category is used by the Development Tool to preselect the image libraries and page style libraries that will be used in the fourth step. The Development Tool thus simplifies for the merchant the processes of finding appropriate clip art and page styles. |
|       |   | The second step is to create the default header and footer. The page header and footer are typically used for the company name and logo. An email address and a link URL are also commonly included. As with many of the features of the Development Tool, the field size may be adjusted and images may be loaded. In this case, the height of the header, for example, may need to be increased in order to accommodate a particular company logo. Referring to FIG. 7, there is shown a screen 700 in which the merchant is prompted to enter the information for the header and the footer. The screen 700 further illustrates the simplicity of the merchant interface.  |
|       |   | The third step is to select the default background, which may be a color or an image, and page style. The Development Tool simplifies the process of choosing by offering grids of selections. The color grid, or pallet, contains 16 different colors. This color pallet can be used or the merchant can define his own. Similarly, a grid of clip art images is available for the merchant to choose from for background images. These default conditions for each page constitute a template, and begin to illustrate the template-driven nature of the Development Tool. The default background may be separately changed by the merchant for any   |

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### Comparison of U.S. Patent No. 6,993,572 and U.S. Patent No. 6,330,575 to Moore

| Claim<br>No. | Claim Language of U.S. Patent No. 6,993,572 | Relevant Disclosure in U.S. Patent No. 6.330,575 ("Moore '575")  |
|--------------|---|--|
|              |   | particular page.  Page styles allocate certain portions of each page to text, images, multimedia, etc. The style thus provides a template for all of the different content-related objects ("style components") that will appear on a page. Although the position and sizes of the style components are defined by the style, they can be changed by the merchant for any page. Referring to FIG. 8, there is shown a screen 800 which prompts the merchant to select a background and a style for the page. Page styles are further elaborated in FIG. 9, and FIG. 10 shows one style or template in isolation.   |
|              |   | The fourth step is to fill in the content for each of the style components. As shown, for example, in FIG. 10, each of the style components must be filled in. To do this, the merchant clicks on the style component and the Development Tool presents a "dialog" box which steps the merchant through the choices necessary to fill in the style component. FIGS. 11-13 show dialog boxes for image, text, and multimedia style components, respectively. For images, the merchant is presented with a selection, but may use other images as well. It is common for a merchant to scan logos and images that the merchant wants to use on his Web site. Any style component can also have a URL attached to it, and the dialog box allows the merchant to select this option. |
|              |   | Each page created by the merchant can, as mentioned earlier, be modified. Style components can be added, deleted, moved, resized, etc. Another feature of the Development Tool is that it presents the page just as a Web customer will see it. This feature, called WYSIWYG for "what you see is what you get" allows the merchant to see, without publishing and browsing, what the published page will look like when it is published. Additionally, the Development Tool also provides a previewing option which uploads all of the pages and allows the merchant to view the entire Web site with a Web browser.  |

### Comparison of U.S. Patent No. 6,993,572 and U.S. Patent No. 6,330,575 to Moore

| Claim<br>No. | Claim Language of U.S. Patent No. 6,993,572   | Relevant Disclosure in U.S. Patent No. 6,330,575 ("Moore '575")  |
|--------------|---|--|
| 114)         |   | When the pages are all created, the Development Tool allows the merchant to upload or publish the Web pages to a site specified by the merchant.  Moore '\$75, 10:59-11:64. See also Figs. 6-13.   |
| 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 a composite web page to the visitor computer with a look and feel hased on the look and feel description in the data store and with content based on the commerce object associated with the link. | The Web storefront 106 acts as the virtual store for the customer 114, and contains whatever information the merchant has built into the Website (e.g. pictures, prices, earch engines, etc.). There is provided, according to the present invention, a Development Tool for designing the Web storefront 106. This tool greatly simplifies the task of creating the Web storefront initially and of modifying it and updating it. The Tool also ensures that the operation with the Transaction Server 202 is seamless for the customer 114.  The Tool derives much of its utility from the fact that it contains a series of templates, tailored to different industries, for creating pages. The fields on these templates can be filled with text, or with images from clip art (also included with the tool) or can be tailored to suit a specific merchant's needs. The task is greatly simplified by the inclusion of a prompting mode in which the tool will actually step a user through the process. As an additional tailoring feature, the tool can be adapted to whatever "look and feel" the customer may desire. The customer may want to match the look and feel to that of other applications that the customer uses, or may simply feel more comfortable with another look and feel. |
|              |   | Moore '575, 5:27-48.   |
|              |   | The customer, using a browser, goes to the Store Server and begins shopping, that is, browsing the content of the Web storefront 502. When the customer finds a product that the customer would like to buy, he selects that product 504. The Store Server then jumps to the Store   |

### Comparison of U.S. Patent No. 6,993,572 and U.S. Patent No. 6,330,575 to Moore

| Claim<br>No. | Claim Language of U.S. Patent No. 6,993,572   | Relevant Disclosure in U.S. Patent No. 6,330,575 ("Moore "575")   |
|--------------|---|---|
|              |   | Builder Server by using a Uniform Resource Locator ("URL") 506. The URL, called a price URL, contains all of the relevant information on the product, and all the information necessary to build a "Buy Page." The relevant product information includes a picture of the product, the product sprice, and a description of the product.  |
|              |   | Moore '575, 6:12-22.  |
|              |   | See also Figs. 6-16.  |
| 17           | An e commerce outsourcing process comprising the steps of:  | See 13, supra.  |
| 17(a)        | storing a look and feel description associated<br>with a first website in a data store associated<br>with a second website;   | See 13(a), supra.   |
| 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), supra.   |
| 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. | See 13(b), supra.   |
| 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 second step is to create the default header and footer. The page header and footer are typically used for the company name and logo. An email address and a link URL are also commonly included. As with many of the features of the Development Tool, the field size may be adjusted and images may be loaded. In this case, the height of the header, for example, may need to be increased in order to accommodate |

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| Claim<br>No. | Claim Language of U.S. Patent No. 6,993,572   | Relevant Disclosure in U.S. Patent No. 6,330,575 ("Moore '575")   |
|--------------|---|---|
|              |   | a particular company logo. Referring to FIG. 7, there is shown a screen 700 in which the merchant is prompted to enter the information for the header and the footer. The screen 700 further illustrates the simplicity of the merchant interface.  Moore '575, 11:4-15. See also Fig. 7.   |
| 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 least some of the web page aleast owne 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; 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. | The Development Tool is object-oriented and template-driven, and it enables its customer, which is the merchant, to design a web site in only a few minutes and does not require any special Internet knowledge from the merchant. The Development Tool breaks the design process down into four steps. The first is to select a Web site category. The second is to collect optional page header and footer information. The third is to choose the defaults for the background color or image and for the page style. The fourth is to fill in the content of each page.  Moore '575, 10:44-53.  The first step is to select a category. The category is selected from a list of ten industries such as automotive, dining, and education. Referring to FIG. 6, there is shown a screen 600 containing a list of possible industries to choose from in the Development Tool. Alternate embodiments could employ different industries and a different number of choices. The list 600 also illustrates the simplicity of the merchant interface. The selected category is used by the Development Tool to preselect the image libraries and page style libraries that will be used in the fourth step. The Development Tool thus simplifies for the merchant the processes of finding appropriate clip art and page styles.  The second step is to create the default header and footer. The page header and footer are typically used for the company name and logo. An email address and a link URL are also commonly included. As with many of the features of the Development Tool, the field size may be adjusted and images may be loaded. In this case, the height of the |

Comparison of U.S. Patent No. 6,993,572 and U.S. Patent No. 6,330,575 to Moore

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### Comparison of U.S. Patent No. 6,993,572 and U.S. Patent No. 6,330,575 to Moore

| Claim<br>No. | Claim Language of U.S. Patent No. 6,993,572 | Relevant Disclosure in U.S. Patent No. 6,330,575 ("Moore "575")  |
|--------------|---|--|
|              |   | header, for example, may need to be increased in order to accommodate<br>a particular company logo. Referring to FIG: 7, there is shown a screen<br>700 in which the merchant is prompted to enter the information for the<br>header and the footer. The screen 700 further illustrates the simplicity of<br>the merchant interface.   |
|              |   | The third step is to select the default background, which may be a color or an image, and page style. The Development Tool simplifies the process of choosing by offering grids of selections. The color grid, or pallet, contains 16 different colors. This color pallet can be used or the merchant can define his own. Similarly, a grid of clip art images is available for the merchant to choose from for background images. These default conditions for each page constitute a template, and begin to illustrate the template-driven nature of the Development Tool. The default background may be separately changed by the merchant for any particular page. |
|              |   | Page styles allocate certain portions of each page to text, images, multimedia, etc. The style thus provides a template for all of the different content-related objects ("style components") that will appear on a page. Although the position and sizes of the style components are defined by the style, they can be changed by the merchant for any page. Referring to FIG. 8, there is shown a screen 800 which prompts the merchant to select a background and a style for the page. Page styles are further elaborated in FIG. 9, and FIG. 10 shows one style or template in isolation.   |
|              |   | The fourth step is to fill in the content for each of the style components. As shown, for example, in FIG. 10, each of the style components must be filled in. To do this, the merchant clicks on the style component and the Development Tool presents a "dialog" box which steps the merchant through the choices necessary to fill in the style component. FIGS. 11-13 show dialog boxes for image, text, and multimedia style components.  |

### Comparison of U.S. Patent No. 6,993,572 and U.S. Patent No. 6,330,575 to Moore

| Claim<br>No. | Claim Language of U.S. Patent No. 6,993,572   | Relevant Disclosure in U.S. Patent No. 6,330,575 ("Moore '575")   |
|--------------|---|---|
|              |   | respectively. For images, the merchant is presented with a selection, but may use other images as well. It is common for a merchant to scan logos and images that the merchant wants to use on his Web site. Any style component can also have a URL attached to it, and the dialog box allows the merchant to select this option.  |
|              |   | Each page created by the merchant can, as mentioned earlier, be modified. Style components can be added, deleted, moved, resized, etc. Another feature of the Development Tool is that it presents the page just as a Web customer will see it. This feature, called WYSIWYG for "what you see is what you get" allows the merchant to see, without publishing and browsing, what the published page will look like when it is published. Additionally, the Development Tool also provides a previewing option which uploads all of the pages and allows the merchant to view the entire Web site with a Web browser.  When the pages are all created, the Development Tool allows the merchant to upload or publish the Web pages to a site specified by the merchant. |
|              |   | Moore '575, 10:59-11:64. See also Figs. 6-13.   |
| 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. | The Web storefront 106 acts as the virtual store for the customer 114, and contains whatever information the merchant has built into the Website (e.g. pictures, prices, search engines, etc.). There is provided, according to the present invention, a Development Tool for designing the Web storefront 106. This tool greatly simplifies the task of creating the Web storefront initially and of modifying it and updating it. The Tool also ensures that the operation with the Transaction Server 202 is seamless for the customer 114.  |
|              |   | Moore '575, 5:27-35.  |

### Comparison of U.S. Patent No. 6,993,572 and U.S. Patent No. 6,490,567 to Gregory ("Gregory '567")1

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. 6,490,567 to Gregory anticipates and/or renders obvious, alone or in combination with other prior art identified in Defendants' Amended Invalidity Contentions, the asserted claims as described in part below.

| Claim<br>No. | Claim Language of U.S. Patent No. 6,993,572  | Relevant Disclosure in U.S. Patent No. 6.490,567 ("Gregory '567")   |
|--------------|--|---|
| 1            | An e commerce outsourcing process comprising:  | Distributed electronic commerce is conducted over a network by substantially separating transaction functionality from merchant content. Electronic commerce transaction functionality is provided by a commerce server having a commerce database. The commerce server stores merchant and purchaser profile data and merchant content summaries on the commerce database. The purchaser browses and searches for product and merchant information using the commerce server, and is provided with more detailed information stored at a separate merchant content server system. The purchaser selects products to purchase, and a purchase order is sent to the commerce server. The commerce server initiates the settlement of accounts between the merchant and purchaser, and initiates order fulfillment for the selected product. The separation of transaction functionality and merchant content onto separate servers under the control of a commerce service provider and a merchant, respectively, provides a more efficient and effective way of carrying out electronic commerce over a network.  Gregory '567, Abstract. |
| 1(a)         | capturing a look and feel description associated with a host website and storing HTML code corresponding to the look and feel description at a second website;                         |   |
| 1(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 | A purchaser requests the commerce server to send shopping information.  The purchaser browses or searches for products on the commerce server, and data regarding products and merchants is retrieved from the commerce database. At the purchaser's request for more information on  |

<sup>1</sup> Unless noted, all citations in this chart are to U.S. Patent No. 6,490,567 by James McKanna Gregory (filed January 15, 1997, issued December 3, 2002). [DFNDT0000145-0000163]

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### Comparison of U.S. Patent No. 6,993,572 and U.S. Patent No. 6,490,567 to Gregory ("Gregory '567")

| Claim<br>No. | Claim Language of U.S. Patent No. 6,993,572 | Relevant Disclosure in U.S. Patent No. 6,490,567 ("Gregory '567")   |
|--------------|---|---|
|              |   | inquiry is shown in FIG. 12. Here, the response is shown according to the names of merchants 121, 122, 123 and 124 who sell hiking boots. In another embodiment, the response is shown in accordance with hiking boots products listed in the commerce database. In the embodiment shown in FIG. 12, tokens are displayed for each merchant indicating the types of payment accepted by the merchant 125 and the number of days in the merchant's money-back guarantee 126. This is merely meant to be exemplary of the types of information that could be supplied to the purchaser at this stage. Other types of information such as warranty information and service telephone numbers could also be included.   |
|              |   | Upon selecting a merchant from the screen shown in FIG. 12, the purchaser is referred by the commerce server to the content server on which the selected merchant has placed his merchant content. In one embodiment in which the present invention is implemented on the Internet, the URL of the merchant is contained in a table in the commerce database that cross-references it to the merchant identifier in the product data structure. In another embodiment, the network address of the content server is included in the product data structure as an additional field.  |
|              |   | Upon accessing the content server, the purchaser is presented with an electronic version of the merchant's store. Such stores are well known in the art as websites on the World Wide Web (WWW). The purchaser is able to search and browse among products offered by the merchant; learn detailed information regarding the merchant's return policy; learn about forms of payment accepted by the merchant; and order products. An example of a product screen at a content server is shown in FIG. 13. The picture of the boot 131 may be animated, and the boot could be slowly turned so all sides may be viewed. Audio accompanies the picture, describing the advantageous features of the boot. This is supplemented with textual information 132, as well as information about the boot's available sizes 133, weight 134, suggested retail price 135, |

### Comparison of U.S. Patent No. 6,993,572 and U.S. Patent No. 6,490,567 to Gregory ("Gregory '567")

| Claim<br>No. | Claim Language of U.S. Patent No. 6,993,572  | Relevant Disclosure in U.S. Patent No. 6.490,567 ("Gregory '567")   |
|--------------|--|---|
|              | selected commerce object; and  | a product or merchant, the commerce server refers the purchaser to an<br>appropriate merchant content server, which contains much more detailed<br>information about the product and merchant than is available from the<br>commerce database.  |
|              |  | While browsing or searching the merchant content server, the purchaser may select one or more products for purchase. When the purchaser indicates he is ready to effectuate such a transaction, data concerning the selected product or products are sent to the commerce server. The data include information sufficient to identify the product, purchaser and selling merchant. The commerce server communicates with an external payment system to debit the purchaser's account and credit the merchant's account, effectuating the sale. The commerce server also generates a fulfillment message that ensures product delivery to the purchaser. |
|              |  | Gregory '567, 2:48-67.  |
|              |  | See also 13-14, infra.  |
| 1(c)         | upon receiving an activation of the provided link<br>from the visitor computer, serving to the visitor<br>computer from the second website page with a<br>look and feel corresponding to the captured look | "The present invention thus advantageously provides a convenient and efficient way for a purchaser to shop over a network through simple and easy to understand interfaces. An embodiment of such an interface is shown in FIG.  11." Gregory '567, 7:54-57.  |
|              | 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;  | A purchaser may choose to view product and merchant information by predetermined category, such as home appliances 113, outdoor gear 114, or electronics 115. Alternatively, the purchaser may wish to carry out a search of the commerce database. Such a search may be boolean, e.g., HIKING AND (BOOTS OR SHOES). In another embodiment, the search is in a natural language format as is known in the art, e.g., 1 NEED HIKING BOOTS FOR BACKPACKING.   |
|              |  | An embodiment of a screen responsive to such a natural language   |

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### Comparison of U.S. Patent No. 6,993,572 and U.S. Patent No. 6,490,567 to Gregory ("Gregory '567")

| Claim<br>No. | Claim Language of U.S. Patent No. 6,993,572   | Relevant Disclosure in U.S. Patent No. 6.490,567 ("Gregory "567")   |
|--------------|---|---|
|              |   | offer price 136, and offer expiration date 137. If the purchaser wants to select the boot for purchase, the purchaser selects the Buy This button 138 at the bottom of the screen.  |
|              |   | Gregory '567, 8:3-52. See also Figs. 11-13.   |
| 1(d)         | whereby the visitor receiving the served page at<br>the visitor computer perceives the page as<br>associated with the host website even though it<br>is served from the second website. | Rather than operate their own commerce services provided by a commerce service provider. In this case, the provider owns and maintains the commerce service provider. In this case, the provider owns and maintains the commerce server, who distributes configuration, operation and maintenance costs across the subscriber merchants, realizing an economy of scale. However, in so doing, the provider usually enforces uniform standards for appearance and methods of doing business to reduce the amount of custom programming necessary in order to economically accommodate several different merchants. Thus, each merchant being served loses a substantial amount of control over the way he conducts business over the network. This restricts the merchant's ability to express a particular personality and to do such things as develop distinctive trade dress. This places him at a competitive disadvantage in the marketplace, especially when compared to those merchants who can operate their own servers. |
|              |   | Gregory '567, 1:31-48.  |
|              |   | "The present invention thus advantageously provides a convenient and efficient way for a purchaser to shop over a network through simple and easy to understand interfaces. An embodiment of such an interface is shown in FIG. 11." Gregory '567, 7:54-57.   |
| 4            | The process of claim 1, wherein the selected commerce object is a selected product.   | Upon accessing the content server, the purchaser is presented with an electronic version of the merchant's store. Such stores are well known in the art as websites on the World Wide Web (WWW). The purchaser is able to search and browse among products offered by the merchant; learn detailed information regarding the merchant's return policy; learn about forms of payment accepted by the merchant; and order products.   |

### Comparison of U.S. Patent No. 6,993,572 and U.S. Patent No. 6,490,567 to Gregory ("Gregory '567")

| Claim<br>No. | Claim Language of U.S. Patent No. 6.993,572  | Relevant Disclosure in U.S. Patent No. 6,490,567 ("Gregory "567")   |
|--------------|--|---|
|              |  | An example of a product screen at a content server is shown in FIG. 13.  The picture of the boot 131 may be animated, and the boot could be slowly turned so all sides may be viewed. Audio accompanies the picture, describing the advantageous features of the boot. This is supplemented with textual information 132, as well as information about the boot's available sizes 133, weight 134, suggested retail price 135, offer price 136, and offer expiration date 137. If the purchaser wants to select the boot for purchase, the purchaser selects the Buy This button 138 at the bottom of the screen.   |
|              |  | Gregory '567, 8:36-52.  |
| 5            | The process of claim 1, wherein the selected commerce object is a selected product category. | A purchaser may choose to view product and merchant information by predetermined category, such as home appliances 113, outdoor gear 114, or electronics 115. Alternatively, the purchaser may wish to carry out a search of the commerce database. Such a search may be boolean, e.g., HIKING AND (BOOTS OR SHOES). In another embodiment, the search is in a natural language format as is known in the art, e.g., I NEED HIKING BOOTS FOR BACKPACKING.   |
|              |  | Gregory '567, 8:3-11.   |
| 13           | An e commerce outsourcing system comprising:   | Distributed electronic commerce is conducted over a network by substantially separating transaction functionality from merchant content. Electronic commerce transaction functionality is provided by a commerce server having a commerce database. The commerce server stores merchant and purchaser profile data and merchant content summaries on the commerce database. The purchaser browses and searches for product and merchant information using the commerce server, and is provided with more detailed information stored at a separate merchant content server system. The purchaser selects products to purchase, and a purchase order is sent to the commerce server. The commerce server initiates the settlement of accounts between the merchant and purchaser, and initiates order fulfillment for the selected product. The separation of transaction functionality and merchant |

### Comparison of U.S. Patent No. 6,993,572 and U.S. Patent No. 6,490,567 to Gregory ("Gregory '567")

|              | Comparison of U.S. Patent No. 6,995,5/2 and U.S. Patent No. 6,490,56/7 to Gregory ("Gregory '56/")  |  |  |
|--------------|---|--|--|
| Claim<br>No. | Claim Language of U.S. Patent No. 6,993,572   | Relevant Disclosure in U.S. Patent No. 6,490,567 ("Gregory '567")  |  |
|              |   | content onto separate servers under the control of a commerce service provider and a merchant, respectively, provides a more efficient and effective way of carrying out electronic commerce over a network.   |  |
| 12()         | 1   | Gregory '567, Abstract.  |  |
| 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   | A better way of conducting electronic commerce is to allocate most of the task of content acquisition and maintenance to the merchant, and allocate most of the task of providing electronic commerce transaction functionality to the service provider. Under this regime, neither the merchant nor the provider would be burdened with tasks outside their respective areas of expertise. The present invention provides a system for carrying out electronic commerce over a network where transaction functionality is provided by a commerce server having a commerce database, while detailed merchant content is provided on separate merchant content servers. |  |
|              |   | Gregory '567, 2:16-27.   |  |
|              |   | In accordance with the present invention, an electronic commerce server 23 controlled by a transaction service provider is also connected to the network 21, as shown in FIG. 2. The commerce server 23 provides transaction and content searching functionality and stores commerce server data including merchant abstract data on a commerce database 24.  Gregory '567, 4:31-36.   |  |
| 13(b)        | a computer processor coupled to the data store  | "The present invention thus advantageously provides a convenient and efficient   |  |
| 15(0)        | and in communication through the Internet with<br>the host web page and programmed, upon<br>receiving an indication that the link has been<br>activated by a visitor computer in Internet | way for a purchaser to shop over a network through simple and easy to understand interfaces. An embodiment of such an interface is shown in FIG. 11." Gregory '567, 7:54-57.   |  |
|              | communication with the host web page, to serve<br>a composite web page to the visitor computer<br>with a look and feel based on the look and feel   | A purchaser may choose to view product and merchant information by<br>predetermined category, such as home appliances 113, outdoor gear 114,<br>or electronics 115. Alternatively, the purchaser may wish to carry out a   |  |

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### Comparison of U.S. Patent No. 6,993,572 and U.S. Patent No. 6,490,567 to Gregory ("Gregory '567")

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| Programme and the second |   |  |
|--------------------------|---|--|
| Claim<br>No.             | Claim Language of U.S. Patent No. 6,993,572   | Relevant Disclosure in U.S. Patent No. 6.490,567 ("Gregory '567")  |
|                          | description in the data store and with content<br>based on the commerce object associated with<br>the link. | search of the commerce database. Such a search may be boolean, e.g., HIKING AND (BOOTS OR SHOES). In another embodiment, the search is in a natural language format as is known in the art, e.g., I NEED HIKING BOOTS FOR BACKPACKING.   |
|                          |   | An embodiment of a screen responsive to such a natural language inquiry is shown in FIG. 12. Here, the response is shown according to the names of merchants 121, 122, 123 and 124 who sell hiking boots. In another embodiment, the response is shown in accordance with hiking boots products listed in the commerce database. In the embodiment shown in FIG. 12, tokens are displayed for each merchant indicating the types of payment accepted by the merchant 125 and the number of days in the merchants money-back guarantee 126. This is merely meant to be exemplary of the types of information that could be supplied to the purchaser at this stage. Other types of information such as warranty information and service telephone numbers could also be included. |
|                          |   | Upon selecting a merchant from the screen shown in FIG. 12, the purchaser is referred by the commerce server to the content server on which the selected merchant has placed his merchant content. In one embodiment in which the present invention is implemented on the Internet, the URL of the merchant is contained in a table in the commerce database that cross-references it to the merchant identifier in the product data structure. In another embodiment, the network address of the content server is included in the product data structure as an additional field.   |
|                          |   | Upon accessing the content server, the purchaser is presented with an electronic version of the merchant's store. Such stores are well known in the art as websites on the World Wide Web (WWW). The purchaser is able to search and browse among products offered by the merchant; learn detailed information regarding the merchants return policy, learn about forms of payment accepted by the merchant; and order products.   |

### Comparison of U.S. Patent No. 6,993,572 and U.S. Patent No. 6,490,567 to Gregory ("Gregory '567")

| Claim<br>No. | Claim Language of U.S. Patent No. 6,993,572   | Relevant Disclosure in U.S. Patent No. 6,490,567 ("Gregory "567")   |
|--------------|---|---|
|              |   | An example of a product screen at a content server is shown in FIG. 13.  The picture of the boot 131 may be animated, and the boot could be slowly turned so all sides may be viewed. Audio accompanies the picture, describing the advantageous features of the boot. This is supplemented with textual information 132, as well as information about the boot's available sizes 133, weight 134, suggested retail price 135, offer price 136, and offer expiration date 137. If the purchaser wants to select the boot for purchase, the purchaser selects the Buy This button 138 at the bottom of the screen. |
| 17           | An e commerce outsourcing process comprising the steps of:  | Gregory '567, 8:3-52. See also Figs. 11-13.  See 13, supra.   |
| 17(a)        | storing a look and feel description associated<br>with a first website in a data store associated<br>with a second website;   | See 13(a), supra.   |
| 17(b)        | including within a web page of the first website,<br>which web page has a look and feel substantially<br>corresponding to the stored look and feel<br>description, a link correlating the web page with<br>a commerce object; and   | See 13(b), supra.   |
| 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. | See 13(b), supra.   |
| 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   | "Every screen of this embodiment of the content server also can have a Make<br>Purchases button 139. The purchaser selects this button when he is ready to effectuate<br>an electronic transaction whereby the selected products are purchased." Gregory '567<br>8-53-57.   |

### Comparison of U.S. Patent No. 6,993,572 and U.S. Patent No. 6,490,567 to Gregory ("Gregory '567")

| in U.S. Patent No. 6,490,567 ("Gregory "567")  | Claim Language of U.S. Patent No. 6,993,572  | Claim<br>No. |
|--|--|--------------|
|  | links link to specific web pages of the first website.   |              |
| reen responsive to such a natural language 3. 12. Here, the response is shown according to 121, 122, 123 and 124 who sell hiking boots. In the response is shown in accordance with hiking the commerce database. In the embodiment the sare displayed for each merchant indicating the sted by the merchant 125 and the number of days ty-back guarantee 126. This is merely meant to be of information that could be supplied to the Other types of information such as warranty telephone numbers could also be included.  The commerce server to the content server on chant has placed his merchant content. In one the present invention is implemented on the tenerchant is contained in a table in the t cross-references it to the merchant identifier in the in another embodiment, the network address included in the product data structure as an | 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. | 21           |
| ntent server, the purchaser is presented with an<br>e merchant's store. Such stores are well known in<br>the World Wide Web (WWW). The purchaser is<br>see among products offered by the merchant;<br>on regarding the merchant's returu policy; learn<br>that cacepted by the merchant; and order products.<br>ct screen at a content server is shown in FIG. 13.<br>131 may be animated, and the boot could be   |  |              |
| ne<br>io<br>t  |  |              |

Comparison of U.S. Patent No. 6,993,572 and U.S. Patent No. 6,490,567 to Gregory ("Gregory '567")

| Claim<br>No. | Claim Language of U.S. Patent No. 6,993,572   | Relevant Disclosure in U.S. Patent No. 6.490,567 ("Gregory '567")   |
|--------------|---|---|
|              |   | picture, describing the advantageous features of the boot. This is supplemented with textual information 132, as well as information about the boot's available sizes 133, weight 134, suggested retail price 135, offer price 136, and offer expiration date 137. If the purchaser wants to select the boot for purchase, the purchaser selects the Buy This button 138 at the bottom of the screen.   |
|              |   | Gregory '567, 8:12-52. See also Figs. 12-13.  |
| 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. | A purchaser may choose to view product and merchant information by predetermined category, such as home appliances 113, outdoor gear 114, or electronics 115. Alternatively, the purchaser may wish to carry out a search of the commerce database. Such a search may be boolean, e.g., HIKING AND (BOOTS OR SHOES). In another embodiment, the search is in a natural language format as is known in the art, e.g., I NEED HIKING BOOTS FOR BACKPACKING. |
|              |   | Gregory '567, 8:3-11.   |

## Comparison of U.S. Patent No. 6,993,572 and U.S. Patent No. 6,209,007 to Kelley ("Kelley '007")<sup>1</sup>

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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. 6,209,007 to Kelley anticipates and/or renders obvious, alone or in combination with other prior art identified in Defendants' Amended Invalidity Contentions, the asserted claims as described in part below.

| Claim<br>No. | Claim Language of U.S. Patent No. 6,993,572  | Relevant Disclosure in U.S. Patent No. 6,209,007 ("Kelley '007")   |
|--------------|--|--|
| 1            | An e commerce outsourcing process comprising:  |  |
| 1(a)         | capturing a look and feel description associated with a host website and storing HTML code corresponding to the look and feel description at a second website; | "It is another object of the present invention to provide to a user only a subset of data from a web page that a user desires, while still retaining the original structure of the web page from the original document." Kelly '007, 1:51-54.  "Yet another object of the present invention is to provide a customized web page from one or more other web pages of documents which retains a header, footer and optionally other original structure from at least one of the web pages from the original documents." Kelly '007, 1:55-59.  "A further object of the invention is to easily build a customized web page from a series of unrelated web pages, and to have the customized web page updated with changes as the changes take place in the original unrelated web pages." Kelley '007, 1:60-64.  The customized web page may present to a user only a subset of data from a web page that a user desires, while still retaining the original structure of the web pages from the original documents, such as the header, footer and optionally other original structure from at least one of the web pages from the original documents. The customized web page may be constructed from a series of unrelated web pages, it may be updated with changes as the changes take place in the original unrelated web pages.  Kelley '007, 9:40-48. |

<sup>1</sup> Unless noted, all citations in this chart are to U.S. Patent No. 6,209,007 by Edward E. Kelley, et al. (filed November 26, 1997, issued March 27, 2001). [DFNDT0000164-0000180]

### Comparison of U.S. Patent No. 6,993,572 and U.S. Patent No. 6,209,007 to Kelley ("Kelley '007")

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| [            |   |  |
|--------------|---|--|
| Claim<br>No. | Claim Language of U.S. Patent No. 6,993,572 | Relevant Disclosure in U.S. Patent No. 6,209,007 ("Kelley '007")   |
|              |   | The basic structure of the web page consists of the title, headings, footings, graphics, imbedded javascript code, general text and any links found in the headings, footings, graphics, imbedded javascript code and general text. The basic structure of the web page also consists of the headings, footings, graphics, general text that are produced by Java code or other language code, and any links found in the headings, footings, graphics and general text. It does not consist of the primary information the web page was created to present. |
|              |   | Kelley '007, 4:66-5:8.   |
|              |   | 300-Locate code. Locate the lines of code in the HTML source code that were selected as search items.  |
|              |   | 310If HMTL? Check if the source code is a HTML source code file.   |
|              |   | 320-If java? Check if a reference to Java code has been found.   |
|              |   | 330If javascript? Check if any search items have been found in javascript code.  |
|              |   | 340Extract javascript code. Extract the subset of javascript code that will generate the search items or reference to the search items.  |
|              |   | 350-Build new code. Take the extracted javascript code and build new code that will generate the search items or references to the search items.   |
|              |   | 360If other language? Check if a reference to other languages have been found that are used to build the web page.   |
|              |   | 370-If data found? Check if any HTML source code, java code,<br>javascript, or any other language code has been found that satisfy the<br>search items.  |

| Claim<br>No. | Claim Language of U.S. Patent No. 6,993,572 | Relevant Disclosure in U.S. Patent No. 6,209,007 ("Kelley '007")   |
|--------------|---|--|
|              |   | FIG. 6 describes the steps taken if the located code is a HTML source code file, and the flow chart description is as follows:       |
|              |   | 400If lists? Check if the search items were found in lists in the HTML source code.  |
|              |   | 405Extract list data. Extract the HTML source code that is used to build the lists that satisfy the search items.                    |
|              |   | 410-Build new lists, Build new HTML source code that will display the lists that satisfy the search items for the web page subset.   |
|              |   | 415If tables? Check if the search items were found in tables in the HTML source code.  |
|              |   | 420Extract table data. Extract the HTML source code that is used to build the tables that satisfy the search items.                  |
|              |   | 425-Build new tables. Build new HTML source code that will display the tables that satisfy the search items for the web page subset. |
|              |   | 430If text? Check if the search items were found in text in the HTML source code.  |
|              |   | 435Extract the text data. Extract the HTML source code that is used to build the text that satisfy the search items.                 |
|              |   | 440-Build new text. Build new HTML source code that will display the text that satisfy the search items for the web page subset.     |
|              |   | 445If other? Check if other type of HTML source code is used to satisfy the search items. This includes graphic files.               |

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### Comparison of U.S. Patent No. 6,993,572 and U.S. Patent No. 6,209,007 to Kelley ("Kelley '007")

| Claim<br>No.                            | Claim Language of U.S. Patent No. 6,993,572 | Relevant Disclosure in U.S. Patent No. 6,209,007 ("Kelley '007")  |
|---|---|---|
| *************************************** |   | 450—Check table. Check a list of other types of HTML source code to see if other HTML source code found to satisfy the search items is described in a library that contains instructions for building a subset of the code for the new web page. Graphic files will be handled by reading the text either next to the graphic files or reading any text that is displayed by the graphic files. |
|   |   | 460If found? Check if graphic files or other HTML source code is used to satisfy the search items.  |
|   |   | 470Extract other. Extract the graphic file references and or other HTML source code that satisfies the search items.  |
|   |   | 475-Build other. Build new HTML source code including graphic files that will satisfy the search items for the web page subset.   |
|   |   | FIG. 7 describes the steps taken if the located code is Java source code, and the flow chart description is as follows:   |
|   |   | 500-Attempt code retrieval. Java source code may not be available to the client. This is because sometimes it is considered propriety code and only the compiled code is passed to the client. This step in the process is used to attempt to retrieve the Java source code.  |
|   |   | 510If successful? Check if there was a successful retrieval of the Java source code.  |
|   |   | 520-Search java code. Search the java source code for the code that is used to satisfy the search items.  |
|   |   | 530If found? Check if the code is found that is used to satisfy the search items.   |

### Comparison of U.S. Patent No. 6,993,572 and U.S. Patent No. 6,209,007 to Kelley ("Kelley '007")

| Claim<br>No. | Claim Language of U.S. Patent No. 6,993,572 | Relevant Disclosure in U.S. Patent No. 6,209,007 ("Kelley '007")  |
|--------------|---|---|
|              |   | 540Extract code subset.   |
|              |   | 550-Build new Java source code that will satisfy the search items for the web page subset.  |
|              |   | FIG. 8 describes the steps taken if the located code is another language, and the flow chart description is as follows:   |
|              |   | 600—Search other language table. Search the other language table to see if there is a description of the other language. The description is used to identify the other code and contains instructions for later building the other language subset.   |
|              |   | 610-If found? Check if the other language description was found in the other language table.  |
|              |   | 620Attempt to capture the code. Attempt source code retrieval. Other<br>language source code may not be available to the client. This is because<br>sometimes it is considered propriety code and only the compiled code is<br>passed to the client. This step in the process is used to attempt to retrieve<br>the other language source code. |
|              |   | 630If successful? Check if there was a successful retrieval of the other language source code.  |
|              |   | 640-Search for items. Search for the items that were requested in the Boolean search.   |
|              |   | 650If successful? Check if the search was successful.   |
|              |   | 660-Extract code subset. Extract the subset of the other language code that is used to satisfy the search items.  |

### Comparison of U.S. Patent No. 6,993,572 and U.S. Patent No. 6,209,007 to Kelley ("Kelley '007")

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| Claim<br>No. | Claim Language of U.S. Patent No. 6,993,572   | Relevant Disclosure in U.S. Patent No. 6,209,007 ("Kelley '007")   |
|--------------|---|--|
|              |   | 670—Build new other language. Build a new other language source code subset that will be used to display the selected search items for the web page subset.  Kelley '007, 7:11-8:51. See also Figs. 3-8.   |
| 1(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  | "FIGS. 3-10 are block diagram flow charts of the preferred steps employed in practicing the present invention, wherein circled numerals indicate links between the steps." Kelley '007, 3:53-55. See also Figs. 3-10.  See also 4-5. infra.  |
| 1(c)         | upon receiving an activation of the provided link from the visitor computer, serving to the visitor computer from the second website 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; | The present invention provides the ability to create a customized web page based on a Boolean search for the information of interest found on another, original web page while preserving the basic structure of the original web page. The invention also contains the logic to select a subset of data from the HTML source file which includes HTML source code, the Java code referenced by the HTML source file, the javascript code found in the HTML source file and any other code that is available to reference data on a web browser. The invention also permits interactive customization that is invoked whenever the customized web page is accessed to update it with retrieved information that is changed in the original web page.  Kelley '007, 3:65-4:10.  The basic structure of the web page consists of the title, headings, footings, graphics, imbedded javascript code, general text and any links found in the headings, footings, graphics, imbedded javascript code and general text. The basic structure of the web page also consists of the headings, footings, graphics, general text that are produced by Java code or other language code, and any links found in the headings, footings, |

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| Claim<br>No. | Claim Language of U.S. Patent No. 6,993,572 | Relevant Disclosure in U.S. Patent No. 6,209,007 ("Kelley '007")   |
|--------------|---|--|
|              |   | Kelley '007, 4:66-5:8.   |
|              |   | FIG. 9 describes the construction of a customized web page from multiple sources, and the flow chart description is as follows:  |
|              |   | 700Start. Start the customized web page from multiple sources process.   |
|              |   | 705View the page. View the web page from which data will be extracted for the customized web page.   |
|              |   | 710Select customized web page. Select the customized web page, to which information will be added, from a table of customized web pages.   |
|              |   | 715-If found? Check if the customized web page exists.   |
|              |   | 720Create new customized web page. Create the new customized web page from the basic web page of the web page where the web page subset originated and the web page subset.  |
|              |   | 725Update list. Update the list of customized web pages with the newly created customized web page location which will be on local storage.  |
|              |   | 727Update customized web page. Update the customized web page with the web page subset.  |
|              |   | 730Notify server. Notify the server that is the source of the URL that an item is being placed on a customized web page and that the client wishes to be notified when changes are made to the URLs that have come from various web pages. Indicate whether a direct update is desired. The server then updates the server customized table where it |

Comparison of U.S. Patent No. 6,993,572 and U.S. Patent No. 6,209,007 to Kelley ("Kelley '007")

| Claim | Claim Language of U.S. Patent No. 6,993,572 | Relevant Disclosure in U.S. Patent No. 6,209,007 ("Kelley '007")  |
|-------|---|---|
| No.   |   | keeps track of the customized table where it keeps track of the customized web pages, items and addresses of the client.                                    |
|       |   | 735If exit? Check if time to exit.  |
|       |   | 740Exit. Exit the process.  |
|       |   | FIG. 10 describes the process at the server, and the flow chart description is as follows:  |
|       |   | 800Start. Start the server process.   |
|       |   | $810-\mbox{Updates}$ to web pages. The server updates web pages with new URLs.  |
|       |   | 820-Check table. The server checks the server customized table to see if the URLs added to the web pages have been listed as being in customized web pages. |
|       |   | 830If entries found? Check if there are entries in the server customized table that indicate that the updated URLs are found in customized web pages.       |
|       |   | 840If notify? Check if the owners of the customized web pages indicated that they wish to be notified.  |
|       |   | 850—Send notification. Send the notification to the clients of the customized web pages.  |
|       |   | 860-If direct update? Check if a direct update of the client customized page is indicated.  |
|       |   | 870-Direct file update. The server directly updates the web page on the   |

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### Comparison of U.S. Patent No. 6,993,572 and U.S. Patent No. 6,209,007 to Kelley ("Kelley '007")

| Claim | Claim Language of U.S. Patent No. 6,993,572   | Relevant Disclosure in U.S. Patent No. 6,209 007 ("Kelley '007")  |
|-------|---|---|
| No.   | Carlo Lunguage of Clip Facility (1977)  | client.   |
|       |   | client.   |
|       |   | 880End. End the process.  |
|       |   | -   |
| 1/0   |   | Kelley '007, 8:52-9:36. See also Figs. 9-10.  |
| 1(d)  | whereby the visitor receiving the served page at<br>the visitor computer perceives the page as<br>associated with the host website even though it<br>is served from the second website. | "It is another object of the present invention to provide to a user only a subset of data from a web page that a user desires, while still retaining the original structure of the web page from the original document." Kelly '007, 1:51-54.   |
|       | as served from the second website.  | "Yet another object of the present invention is to provide a customized web page from one or more other web pages of documents which retains a header, footer and optionally other original structure from at least one of the web pages from the original documents." Kelly '007, 1:55-59.   |
|       |   | "A further object of the invention is to easily build a customized web page from a series of unrelated web pages, and to have the customized web page updated with changes as the changes take place in the original unrelated web pages." Kelley '007, 1:60-64.  |
|       |   | The customized web page may present to a user only a subset of data from a web page that a user desires, while still retaining the original structure of the web pages from the original documents, such as the header, footer and optionally other original structure from at least one of the web pages from the original documents. The customized web page may be constructed from a series of unrelated web pages, it may be updated with changes as the changes take place in the original unrelated web pages. |
|       |   | Kelley '007, 9:40-48.   |
|       |   | The basic structure of the web page consists of the title, headings, footings, graphics, imbedded javascript code, general text and any links found in the headings, footings, graphics, imbedded javascript code and   |

Comparison of U.S. Patent No. 6,993,572 and U.S. Patent No. 6,209,007 to Kelley ("Kelley '007")

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| Claim<br>No. | Claim Language of U.S. Patent No. 6,993,572   | Relevant Dischoure in U.S. Patent No. 6,209,007 ("Kelley 7007")  |
|--------------|---|--|
|              |   | general text. The basic structure of the web page also consists of the headings, footings, graphics, general text that are produced by Java code or other language code, and any links found in the headings, footings, graphics and general text. It does not consist of the primary information the web page was created to present.   |
|              |   | Kelley '007, 4:66-5:8.   |
|              |   | See also 18-21, infra.   |
| 4            | The process of claim 1, wherein the selected commerce object is a selected product.   |  |
| 5            | The process of claim 1, wherein the selected commerce object is a selected product category.  |  |
| 13           | An e commerce outsourcing system comprising:  |  |
| 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 | A typical client/network system is illustrated in FIG. 1. Client computer 10 is linked by telephone or other network cable 22 to a network server computer 18 which contains a plurality of databases 20 and 21. Such server or database may be on the Interuet or on an intranet system.  Client computer 10 has a microprocessor for executing stored programs and has access to first and second databases 14, 16, respectively, on its program storage device for storage of addresses of HTML web pages and other files which may be downloaded from a network service provider. Database 14 is conventionally referred to a bookmark database, having addresses of often-used web pages or files. Web pages or files 26, 27, 28 having different addresses (URLs) are accessible by link 24 through network server 18. As will be explained further, database 16 contains one or more ustomized web pages created using information retrieved from such other web pages, for example URL 1 (26), URL 2 (27) or URL 3 (28). Preferably, both databases 14, 16 are physically present in the client computers, but they may be located elsewhere, so long as the client computer 10 is able to display the created customized web pages containing information accessed from other web |

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| Claim<br>No. | Claim Language of U.S. Patent No. 6,993,572   | Relevant Disclosure in U.S. Patent No. 6,209,007 ("Kelley '007")   |
|--------------|---|--|
|              |   | pages on the network.  Network server database 20 may contain customized web pages accessible by client computer 10 which are not physically present at the client computer. The network server may also include a database 21 having a list of the original web pages (e.g., URL 1, 2 and/or 3) containing information contained in the client computer customized web page(s). For each such original web page in the network database listing, there is also contained in the database a corresponding listing of customized web pages containing said information from the original web page(s).  Kelley '007, 4:24-57.  |
| 13(b)        | a computer processor coupled to the data store and in communication through the Interuet 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. | The present invention provides the ability to create a customized web page based on a Boolean search for the information of interest found on another, original web page while preserving the basic structure of the original web page. The invention also contains the logic to select a subset of data from the HTML source file which includes HTML source code, the Java code referenced by the HTML source file, the javascript code found in the HTML source file and any other code that is available to reference data on a web browser. The invention also permits interactive customization that is invoked whenever the customized web page is accessed to update it with retrieved information that is changed in the original web page. |
|              |   | Kelley '007, 3:65-4:10.  A screen 12 on client computer 10 is able to display the created customized web pages containing information accessed from other web pages on the network.  Kelley '007, 4:44-47.   |

 $Comparison \ of \ U.S.\ Patent\ No.\ 6,993,572\ and\ U.S.\ Patent\ No.\ 6,209,007\ to\ Kelley\ ("Kelley\ '007")$ 

| laim<br>No.    | Claim Language of U.S. Patent No. 6,993,572 | Relevant Disclosure in U.S. Patent No. 6,209,007 ("Kelley 2007")   |
|----------------|---|--|
| <u>1000000</u> |   | The basic structure of the web page consists of the title, headings, footings, graphics, imbedded javascript code, general text and any links found in the headings, footings, graphics, imbedded javascript code and general text. The basic structure of the web page also consists of the headings, footings, graphics, general text that are produced by Java code or other language code, and any links found in the headings, footings, graphics and general text. It does not consist of the primary information the web page was created to present. |
|                |   | Kelley '007, 4:66-5:8.   |
|                |   | FIG. 9 describes the construction of a customized web page from multiple sources, and the flow chart description is as follows:  |
|                |   | 700Start. Start the customized web page from multiple sources process.   |
|                |   | 705View the page. View the web page from which data will be extracted for the customized web page.   |
|                |   | 710-Select customized web page. Select the customized web page, to which information will be added, from a table of customized web pages.  |
|                |   | 715If found? Check if the customized web page exists.  |
|                |   | 720-Create new customized web page. Create the new customized web page from the basic web page of the web page where the web page subset originated and the web page subset.   |
|                |   | 725—Update list. Update the list of customized web pages with the newly created customized web page location which will be on local storage.   |

### Comparison of U.S. Patent No. 6,993,572 and U.S. Patent No. 6,209,007 to Kelley ("Kelley '007")

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| Claim<br>No. | Claim Language of U.S. Patent No. 6,993,572 | Relevant Disclosure in U.S. Patent No. 6,209,007 ("Kelley '007")   |
|--------------|---|--|
|              |   | 727Update customized web page. Update the customized web page with the web page subset.  |
|              |   | 730-Notify server. Notify the server that is the source of the URL that an item is being placed on a customized web page and that the client wishes to be notified when changes are made to the URLs that have come from various web pages. Indicate whether a direct update is desired. The server then updates the server customized table where it keeps track of the customized table where it keeps track of the customized web pages, items and addresses of the client. |
|              |   | 735If exit? Check if time to exit.   |
|              |   | 740Exit. Exit the process.   |
|              |   | FIG. 10 describes the process at the server, and the flow chart description is as follows:   |
|              |   | 800Start. Start the server process.  |
|              |   | \$10Updates to web pages. The server updates web pages with new URLs.  |
|              |   | 820-Check table. The server checks the server customized table to see if the URLs added to the web pages have been listed as being in customized web pages.  |
|              |   | 830-If entries found? Check if there are entries in the server customized table that indicate that the updated URLs are found in customized web pages.   |
|              |   | 840If notify? Check if the owners of the customized web pages indicated that they wish to be notified.   |

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### Comparison of U.S. Patent No. 6,993,572 and U.S. Patent No. 6,209,007 to Kelley ("Kelley '007")

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| Claim<br>No. | Claim Language of U.S. Patent No. 6,993,572   | Relevant Disclosure in U.S. Patent No. 6,209,007 ("Kelley '007")   |
|--------------|---|--|
|              |   | 850-Send notification. Send the notification to the clients of the customized web pages.   |
|              |   | 860If direct update? Check if a direct update of the client customized page is indicated.  |
|              |   | 870-Direct file update. The server directly updates the web page on the client.  |
|              |   | 880-End. End the process.  |
|              |   | Kelley '007, 8:52-9:36. See also Figs. 9-10.   |
| 17           | An e commerce outsourcing process comprising the steps of:  | See 13, supra.   |
| 17(a)        | storing a look and feel description associated<br>with a first website in a data store associated<br>with a second website;   | See 13(a), supra.  |
| 17(b)        | including within a web page of the first website,<br>which web page has a look and feel substantially<br>corresponding to the stored look and feel<br>description, a link correlating the web page with<br>a commerce object; and   | See 13(b), supra.  |
| 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. | See 13(b), supra.  |
| 20           | The process of claim 17 wherein the look and feel description comprises data defining a set of  | "It is another object of the present invention to provide to a user only a subset of data from a web page that a user desires, while still retaining the original structure of the |

| Claim | FUL T FD F B . N / ARA PRA  | D. S. C. P. B. N. / 460 664 (487)] 46644.  |
|-------|---|--|
| No.   | Claim Language of U.S. Patent No. 6,993,572   | Relevant Disclosure in U.S. Patent No. 6,209,007 ("Kelley '007")   |
|       | navigational links, used on at least some of the<br>web pages of the first website, each of which | web page from the original document." Kelly '007, 1:51-54.   |
|       | links link to specific web pages of the first website.  | "Yet another object of the present invention is to provide a customized web page from one or more other web pages of documents which retains a header, footer and optionally other original structure from at least one of the web pages from the original documents." Kelly '007, 1:55-59.  |
|       |   | "A further object of the invention is to easily build a customized web page from a series of unrelated web pages, and to have the customized web page updated with changes as the changes take place in the original unrelated web pages." Kelley '007, 1:60-64.   |
|       |   | The customized web page may present to a user only a subset of data from a web page that a user desires, while still retaining the original structure of the web pages from the original documents, such as the header, footer and optionally other original structure from at least one of the web pages from the original documents. The customized web page may be constructed from a series of unrelated web pages, it may be updated with changes as the changes take place in the original unrelated web pages.  |
|       |   | Kelley '007, 9:40-48.  |
|       |   | The basic structure of the web page consists of the title, headings, footings, graphics, imbedded javascript code, general text and any links found in the headings, footings, graphics, imbedded javascript code and general text. The basic structure of the web page also consists of the headings, footings, graphics, general text that are produced by Java code or other language code, and any links found in the headings, footings, graphics and general text. It does not consist of the primary information the web page was created to present. |
|       |   | Kelley '007, 4:66-5:8.   |

Comparison of U.S. Patent No. 6,993,572 and U.S. Patent No. 6,209,007 to Kelley ("Kelley '007")

| Claim<br>No. | Claim Language of U.S. Patent No. 6,993,572   | Relevant Disclosure in U.S. Patent No. 6,209,007 ("Kelley '007")   |
|--------------|---|--|
| 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 website; and d) navigational links, used on at the first website; and d) the first website; each of which links link to specific web pages of the first website, each of which links link to specific web pages of the first website. | The basic structure of the web page consists of the title, headings, footings, graphics, imbedded javascript code, general text and any links found in the headings, footings, graphics, imbedded javascript code and general text. The basic structure of the web page also consists of the headings, footings, graphics, general text that are produced by Java code or other language code, and any links found in the headings, footings, graphics and general text. It does not consist of the primary information the web page was created to present.  Kelley '007, 4:66-5:8. |
| 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.   |  |

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### Comparison of U.S. Patent No. 6,993,572 and PCT Application WO 99146709 to Voorhees ("Voorhees '709")<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 PCT Application WO 99146709 to Voorhees anticipates and/or renders obvious, alone or in combination with other prior art identified in Defendants' Amended Invalidity Contentions, the asserted claims as described in part below.

| Claim<br>No. | Claim Language of U.S. Patent No. 6,993,572  | Relevant Disclosure in PCT Application WO 99146709 to Voorhees ("Voorhees 709")   |
|--------------|--|---|
| 13           | An e-commerce outsourcing system comprising: | Fig. 1 illustrates the system of the present invention. A plurality of shoppers can access the system to view information provided by a plurality of retail jewelers acting in concert with a plurality of jewelry manufacturers. Each shopper, jeweler, or manufacturer has a personal computer (PC) (well known in the art and not shown) each equipped with communication software 22 Jewelers), 23 (manufacturers), and 24 (shoppers) for interfacing the PCs with the communication link 21.  In a present embodiment, communication link 21 is the Internet, but many other communication media may be contemplated for use in the present invention. Communication link 21 enables communication with servers 18, 19, and 20. In keeping with the trends prevalent and well known in the communication arts to generate distributed systems, the servers 18, 19, and 20 may be associated with the same host computer or with different host computers. The 14 may thus be internal to one host machine, or it may itself include a communications path among a number of host machines. |
|              |  | The information that is accessible to a shopper is determined jointly by templates 13 and database 11, associated with retail jewelers, and templates 12 and database 10, associated with jewelry manufacturers, and typically includes information in electronic form, including electronic advertising. The templates specify formats for respective portions of the information while the databases determine availability and content of the respective portions. The templates and database  |

<sup>&</sup>lt;sup>1</sup> Unless noted, all citations in this chart are to PCT Application WO 99146709 to Voorhees, Arciere, and Blanchard (filed on March 11, 1998 and published on September 16, 1999). [DFNDT\_0000240-0000294].

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| Claim<br>Na. | Claim Language of U.S. Patent No. 6,993,572  | Relevant Disclosure in PCT Application WO 99146709 to Voorhees ("Voorhees "Toorhees")   |
|--------------|--|---|
|              |  | contents may be entered through system control unit 25, or by the jewelers and manufacturers from their PCs through their communication software 22 and 23 respectively.  |
|              |  | Voorhees '709, 3:23-39.   |
|              |  | See also, Figs. 1-2, 4:7-12; 8:4-17.  |
| 13(a)        | a data store including a look and feel description associated with a host web page having a link comelated with a commerce object; and | The screen display that will be seen by the shopper in response to this inquiry is determined by the templates 13 and the particular jeweler's dataset, and may include display objects provided by manufacturers and determined by templates 12 and a manufacturer's dataset. Generally, the templates specify layouts (formats) which are filled in by content information specified in a dataset as directed by control information specified in a dataset as directed by control information may be entered by a system operator through system control unit 25, or it may be entered or modified by jewelers and manufacturers through communication software 22 and 23 respectively and forwarded through communication link 21 |
|              |  | To respond to a shopper's request, under control of display processor information contained in templates 13 specifies the general format of a display screen for a jeweler, and the general format is "filled in" with information unique to the particular jeweler whom the shopper has requested, according to content information found in the dataset (such as the jeweler's name and address, for example) associated with that jeweler  |
|              |  | The jeweler's dataset contains information about whether a particular manufacturer's boutique is to be shown and attributes specifying how the jeweler wishes it to be shown, while the manufacturer's templates 12 as filled in according to the manufacturer's dataset specify the content of the boutique. The manufacturer's dataset also includes control information which specifies such things as whether the particular jeweler is permitted to carry the boutique.  |

| Claim<br>No. | Claim Language of U.S. Patent No. 6,993.572 | Relevant Disclosure in PCT Application WO 99146709 to Voorhees ("Voorhees 709")   |
|--------------|---|---|
|              |   | Voorhees '709, 6:21 – 8:3.  |
|              |   | Database 10 has a dataset for each manufacturer 101, 102, 103, 104, etc. who may provide display objects (boutiques) to be replicated into retail jewelers' web pages. The number of manufacturers is virtually unlimited, Fig. 2 shows detail of datasets for but two of them, 101 and 102. Boutiques (e.g., 1011) are shown for each of these manufacturers; although each manufacturer may have any number of boutiques, Fig. 2 only depicts those carried by jeweler 111                      |
|              |   | Associated with each boutique in database 10 is a set of inclusion rules and a set of exclusion rules; for example, associated with boutique 1011 are inclusion rules 1012 and exclusion rules 1013. It is through these sets of rules that a manufacturer has control over which retailers may carry the boutique and which portions of the boutique they may customize  |
|              |   | The HTML description received over path 14 may contain specifications that some of the information in the display object is subject to modification by the retail jeweler. The modification will be performed according to criteria specified in the customization list associated with the boutique reference, in this case 1113. Typically, an identification of the boutique will appear in the display object and will not be specified as modifiable by the retail jeweler                   |
|              |   | Voorhees '709, 9:13-11:6.   |
|              |   | Since jeweler 111's dataset contains boutique reference 112 to boutique 1011, and since in the present example inclusion rules 1012 grant permission for jeweler 111 to carry the boutique and exclusion rules 1013 do not prohibit jeweler 111 from carrying the boutique, when a potential purchaser visiting jeweler 111's web page requests to see boutique 1011 (typically by clicking an icon or legend) an HTML description of the boutique is retrieved over path 14 by display processor |

| Claim | Claim Language of U.S. Patent No. 6,993,572 | Relevant Disclosure in PCT Application WO 99146709 to Voorhees  |
|-------|---|---|
| No    |   | 17 (reference should now be made to Figs. 1 and 2 in conjunction) from templates 12 and HTML content information contained in boutique 1011. The HTML description is passed by path 14 to display processor 17. Display processor has already assembled and sent to shopper 24 the basic web page for jeweler 111, and will now assemble and replicate into that web page the boutique specified by 1011. The HTML description received over path 14 may contain specifications that some of the information in the display object is subjectifications that some of the information in the display object is subjectification to the retail jeweler. The modification will be performed according to criteria specified in the customization list associated with the boutique reference, in this case 1113. Typically, an identification of the boutique will appear in the display object and will not be specified as modifiable by the retail jeweler  After making these modifications in the manufacturer's display object, the object is forwarded through server 20 and communication link 21 to shopper 24 where it appears incorporated in the retailer's web page |
|       |   | Voorhees '709, 10:12-11:9.  Referring now to Fig. 3C, the shopper requests to view a particular one of the available boutiques. He does so typically by clicking on the name of a desired boutique. Since he is contemplating the purchase of a ring, he selects the boutique 'Magnificent rings from RingCo' (Fig. 4C).  Transparently to the shopper, his request is transmitted with a program name invocation of "showboutique" and a parameter indicating the boutique reference, such as 112.   |
|       |   | The request reaches display processor 17 which runs its constituent program showboutique, which finds in templates 13 the appropriate template for the page, and also finds the boutique reference 1112, from which it can be determined that the requested boutique is 1011.  Constituent subprograms of display processor 17 as named in the retrieved template are called with an argnment specifying boutique 1011. Over path 14, they find information 1011 specifying the display   |

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| Claim | Claim Language of U.S. Patent No. 6,993,572   | Relevant Disclosure in PCT Application WO 99146709 to Voorhees ("Voorhees  |
|-------|---|--|
| No    | **Coher Language of 15.6.1 actor (NW-87752/4)   | object (boutique), and they find the template from templates 12 specifying the form or layout of the boutique. The template is filled in according to information 1011, thus producing a copy of the requested display object, which is returned to program show boutique. Showboutique then, either internally or through invocation of other subprograms, finds the retail jeweler's customization information associated with the boutique reference (in this case customization information 1113 associated with boutique reference 1112) and incorporates the customization information into the display object.  A web page is assembled including the requested display object (boutique) and returned via communication link 21 to the shopper's communication software 24, which causes it to be displayed to the |
|       |   | shopper who now views it.  Voorhees '709, 15:3-22.   |
|       |   | Thus, the shopper is able to see the manufacturer's information without leaving the retail jeweler's web page, including all updates made by the manufacturer. And the shopper sees the retail jeweler's customization of the manufacturer's information. These factors in conjunction facilitate a satisfying purchase for the customer, a sale for the jeweler, and a sale for the manufacturer.   |
|       |   | Voorhees '709, 16:8-12.  |
| 427)  |   | See also, Figs. 1-2, 3A-3C, 4A-4D.   |
| 13(b) | a computer processor coupled to the data store<br>and in communication through the Interuet with<br>the host web page and programmed, upon<br>receiving an indication that the link has been<br>activated by a visitor computer in Interuet | Replicating a boutique from the manufacturer's database 10 into a<br>display being made up by display processor 17 largely from jeweler's<br>database 11 requires data transmission over path 14, which, as<br>previously mentioned may be a hard path within a single host machine<br>or a communications link between two host machines.   |
|       | communication with the host web page, to serve a composite web page to the visitor computer wit[h] a look and feel based on the look and feel   | As is known to those in the art, database 11 may or may not be implemented as an object-oriented database. If it is object-oriented, it  |

| Claim   Claim Language of U.S. Patent  | Relevant Disciosure in PCT Application WO 99146709 to Voorhees ("Voorhees 709") |
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| description in the data store and we based on the commerce object assorthe link. | content will have instructions embedded in it and will initiate on its own a    |

| Claim | Claim Language of U.S. Patent No. 6,993.572 | Relevant Disclosure in PCT Application WO 99146709 to Voorhees ("Voorhees   |
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| No.   | Com Magage of Carriage of Carriage          | *109*)  |
|       |   | After making these modifications in the manufacturer's display object,<br>the object is forwarded through server 20 and communication link 21 to<br>shopper 24 where it appears incorporated in the retailer's web page   |
|       |   | Voorhees '709, 10:12-11:9.  |
|       |   | Referring now to Fig. 3C, the shopper requests to view a particular one of the available boutiques. He does so typically by clicking on the name of a desired boutique. Since he is contemplating the purchase of a ring, he selects the boutique "Magnificent rings from RingCo" (Fig. 4C). Transparently to the shopper, his request is transmitted with a program name invocation of "showboutique" and a parameter indicating the boutique reference, such as 112.  |
|       |   | The request reaches display processor 17 which runs its constituent program showboutique, which finds in templates 13 the appropriate template for the page, and also finds the boutique reference 1112, from which it can be determined that the requested boutique is 1011.  Constituent subprograms of display processor 17 as named in the retrieved template are called with an argmment specifying boutique 1011. Over path 14, they find information 1011 specifying the display object (boutique), and they find the template from templates 12 specifying the form or layout of the boutique. The template is filled in according to information 1011, thus producing a copy of the requested display object, which is returned to program show boutique. Showboutique then, either internally or through invocation of other subprograms, finds the retail jeweler's customization information associated with the boutique reference (in this case customization information 1113 associated with boutique reference 1112) and incorporates the customization information into the display object. |
|       |   | A web page is assembled including the requested display object (boutique) and returned via communication link 21 to the shopper's communication software 24, which causes it to be displayed to the   |

| Claim | Chaim Language of U.S. Patent No. 6.993.572                | Relevant Disclosure in PCT Application WO 99146709 to Voorhees ("Voorhees   |
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| Ng.   | Chair Language of Contraction (Contraction)                | *709")  |
|       |  | shopper who now views it.   |
|       |  | Voorhees '709, 15:3-22.   |
|       |  | See also Figs. 1, 3A-3C, 4A-4D.   |
| 17    | An e-commerce outsourcing process comprising the steps of: | Fig. 1; 3A-3 C, 4A-4D.  Fig. 1: Illustrates the system of the present invention. A plurality of shoppers can access the system to view information provided by a plurality of retail jewelers acting in concert with a plurality of jewelry manufacturers. Each shopper, jeweler, or manufacturer has a personal computer (PC) (well known in the art and not shown) each equipped with communication software 22 Jewelers), 23 (manufacturers), and 24 (shoppers) for interfacing the PCs with the communication link 21.  In a present embodiment, communication link 21 is the Internet, but many other communication media may be contemplated for use in the present invention. Communication link 21 enables communication with servers 18, 19, and 20. In keeping with the trends prevalent and well known in the communication arts to generate distributed systems, the servers 18, 19, and 20 may be associated with the same host computer or with different host computers. The 14 may thus be internal to one host machine, or it may itself include a communications path among a number of host machines.  The information that is accessible to a shopper is determined jointly by templates 13 and database 11, associated with retail jewelers, and templates 12 and database 10, associated with jewelry manufacturers, and typically includes information in electronic form, including electronic advertising. The templates specify formats for respective portions of the information while the databases determine availability and content of the respective portions. The templates and database contents may be entered through system control unit 25, or by the jewelers and manufacturers from their PCs through their communication software 22 and 23 respectively. |
|       |  | Voorhees '709, 3:23-39.   |

| Claim | Claim Language of U.S. Patent No. 6,993,572  | Relevant Disclosure in PCT Application WO 99146709 to Voorhees ("Voorhees   |
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| No.   | NAMES AND ASSESSED OF THE PROPERTY OF STATE OF S | *709")  |
|       |  | jewelers' web pages. The number of manufacturers is virtually unlimited; Fig. 2 shows detail of datasets for but two of them, 101 and 102. Boutiques (e.g., 1011) are shown for each of these manufacturers; although each manufacturer may have any number of boutiques, Fig. 2 only depicts those carried by jeweler 111  |
|       |  | and a set of exclusion rules; for example, associated with boutique 1011 are inclusion rules 1012 and exclusion rules 1013. It is through these sets of rules that a manufacturer has control over which retailers may carry the boutique and which portions of the boutique they may customize   |
|       |  | The HTML description received over path 14 may contain specifications that some of the information in the display object is subject to modification by the retail jeweler. The modification will be performed according to criteria specified in the customization list associated with the boutique reference, in this case 1113. Typically, an identification of the boutique will appear in the display object and will not be specified as modifiable by the retail jeweler |
|       |  | Voorhees *709, 9:13-11:6.   |
|       |  | Thus, the shopper is able to see the manufacturer's information without leaving the retail jeweler's web page, including all updates made by the manufacturer. And the shopper sees the retail jeweler's customization of the manufacturer's information. These factors in conjunction facilitate a satisfying purchase for the customer, a sale for the jeweler, and a sale for the manufacturer.  |
|       |  | Voorhees '709, 16:8-12.   |
| 17(b) | including within a web page of the first website, which web page has a look and feel substantially   | Since jeweler 111's dataset contains boutique reference 112 to boutique 1011, and since in the present example inclusion rules 1012 grant   |
|       | corresponding to the stored look and feel  | permission for jeweler 111 to carry the boutique and exclusion rules  |
|       | description, a link correlating the web page with a  | 1013 do not prohibit jeweler 111 from carrying the boutique, when a   |

| Claim<br>No. | Claim Language of U.S. Patent No. 6,993.572   | Relevant Disclasure in PCT Application WO 99146709 to Voorhees ("Voorhees ("Voorhees")  |
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|              |   | See also, Figs. 1-2, 4:7-12; 8:4-17.  |
| 17(a)        | storing a look and feel description associated with a first website in a data store associated with a second website; | The screen display that will be seen by the shopper in response to this inquiry is determined by the templates 13 and the particular jeweler's dataset, and may include display objects provided by manufacturers and determined by templates 12 and a manufacturer's dataset. Generally, the templates specify layouts (formats) which are filled in by content information specified in a dataset as directed by control information specified in a dataset within databases 10 and 11. The respective content information and control information may be entered by a system operator through system control unit 25, or it may be entered or modified by jewelers and manufacturers through communication software 22 and 23 respectively and forwarded through communication link 21 |
|              |   | To respond to a shopper's request, under control of display processor information contained in templates 13 specifies the general format of a display screen for a jeweler, and the general format is "filled in" with information unique to the particular jeweler whom the shopper has requested, according to content information found in the dataset (such as the jeweler's name and address, for example) associated with that jeweler  |
|              |   | The jeweler's dataset contains information about whether a particular manufacturer's boutique is to be shown and attributes specifying how the jeweler wishes it to be shown, while the manufacturer's templates 12 as filled in according to the manufacturer's dataset specify the content of the boutique. The manufacturer's dataset also includes control information which specifies such things as whether the particular jeweler is permitted to carry the boutique.  |
|              |   | Voorhees '709, 6:21 – 8:3.  |
|              |   | Database 10 has a dataset for each manufacturer 101, 102, 103, 104, etc. who may provide display objects (boutiques) to be replicated into retail   |

| laim<br>N | Claim Language of U.S. Patent No. 6,993.572 | Relevant Disclosure in PCT Application WO 99146709 to Voorhees ("Voorheeste Voorheeste V |
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| No.       | commerce object; and                        | potential purchaser visiting jeweler 111's web page requests to see boutique 1011 (typically by clicking an icon or legend) an HTML description of the boutique is retrieved over path 14 by display processor 17 (reference should now be made to Figs. 1 and 2 in conjunction) from templates 12 and HTML content information contained in boutique 1011. The HTML description is passed by path 14 to display processor 17. Display processor has already assembled and sent to shopper 24 the basic web page for jeweler 111, and will now assemble and replicate into that web page the boutique specified by 1011. The HTML description received over path 14 may contain specifications that some of the information in the display object is subject to modification by the retail jeweler. The modification will be performed according to criteria specified in the customization list associated with the boutique reference, in this case 1113. Typically, an identification of the boutique will appear in the display object and will not be specified as modifiable by the retail jeweler   |
|           |   | the object is forwarded through server 20 and communication link 21 to shopper 24 where it appears incorporated in the retailer's web page  Voorhees '709, 10:12-11:9.  Referring now to Fig. 3C, the shopper requests to view a particular one of the available boutiques. He does so typically by clicking on the name of a desired boutique. Since he is contemplating the purchase of a ring, he selects the boutique "Maguificent rings from RingCo" (Fig. 4C).  Transparently to the shopper, his request is transmitted with a program name invocation of "showboutique" and a parameter indicating the boutique reference, such as 112.  The request reaches display processor 17 which runs its constituent program showboutique, which finds in templates 13 the appropriate template for the page, and also finds the boutique reference 1112, from which it can be determined that the requested boutique is 1011.   |

| Claim<br>No. | Claim Language of U.S. Patent No. 6.993,572   | Relevant Disclosure in PCT Application WO 99146709 to Voorhees ("Voorhees '709")   |
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|              |   | Constituent subprograms of display processor 17 as named in the retrieved template are called with an argument specifying boutique 1011. Over path 14, they find information 1011 specifying the display object (boutique), and they find the template from templates 12 specifying the form or layout of the boutique. The template is filled in according to information 1011, thus producing a copy of the requested display object, which is returned to program show boutique. Showboutique then, either internally or through invocation of other subprograms, finds the retail jeweler's customization information associated with the boutique reference [112] and incorporates the customization information 1113 associated with boutique reference 1112) and incorporates the customization information into the display object.  A web page is assembled including the requested display object (boutique) and returned via communication link 21 to the shopper's communication software 24, which causes it to be displayed to the shopper who now views it. |
|              |   | Voorhees '709, 15:3-22.<br>See also Figs. 3A-3C, 4A-4D.  |
| 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. | Replicating a boutique from the manufacturer's database 10 into a display being made up by display processor 17 largely from jeweler's database 11 requires data transmission over path 14, which, as previously mentioned may be a hard path within a single host machine or a communications link between two host machines.  As is known to those in the art, database 11 may or may not be implemented as an object-oriented database. If it is object-oriented, it  |
|              | WIN the Link.   | implemented as an object-oriented atlanase. If it is object-oriented, it will have instructions embedded in it and will initiate on its own a request over path 14 for the requisite information from database 10, and will provide all the information necessary for a display to display processor 17. If it is not object-oriented, display processor 17 will have to initiate requests for such information over path 14, and display processor 17 will be responsible for assembling information for a  |

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| Claim | Claim Language of U.S. Patent No. 6,993,572   | Relevant Disclosure in PCT Application WO 99146709 to Voorhees ("Voorhees   |
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| No.   | Classic Language of Cos. Latent Mr. 1,375,7-2 | ±709°)  |
|       |   | complete display from database 10 and database 11.  Display processor 17 forwards the display information through server 20 and over communication link 21 to the shopper's communication software 24 which presents the shopper with the indicated display on his  |
|       |   | monitor. Voorhees '709, 8:4-17.   |
|       |   | Since jeweler 111's dataset contains boutique reference 112 to boutique 1011, and since in the present example inclusion miles 1012 grant permission for jeweler 111 to carry the boutique and exclusion miles 1013 do not prohibit jeweler 111 from carrying the boutique, when a potential purchaser visiting jeweler 111's web page requests to see boutique 1011 (typically by clicking an icon or legend) an HTML description of the boutique is retrieved over path 14 by display processor 17 (reference should now be made to Figs. 1 and 2 in conjunction) from templates 12 and HTML content information contained in boutique 1011. The HTML description is passed by path 14 to display processor 17. Display processor has already assembled and sent to shopper 24 the basic web page for jeweler 111, and will now assemble and replicate into that web page the boutique specified by 1011. The HTML description received over path 14 may contain specifications that some of the information in the display object is subject to modification by the retail jeweler. The modification will be performed according to criteria specified in the customization list associated with the boutique reference, in this case 1113. Typically, an identification of the boutique will appear in the display object and will not be specified as modifiable by the retail jeweler |
|       |   | After making these modifications in the manufacturer's display object,<br>the object is forwarded through server 20 and communication link 21 to<br>shopper 24 where it appears incorporated in the retailer's web page   |
|       |   | Voorhees '709, 10:12-11:9.  |

| Claim | Claim Language of U.S. Patent No. 6.993.572       | Relevant Disclosure in PCT Application WO 99146709 to Voorhees ("Voorhees   |
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| Na.   |   | *709*1  |
|       |   | Referring now to Fig. 3C, the shopper requests to view a particular one of the available boutiques. He does so typically by clicking on the name of a desired boutique. Since he is contemplating the purchase of a ring, he selects the boutique "Maguificent rings from RingCo" (Fig. 4C). Transparently to the shopper, his request is transmitted with a program name invocation of "showboutique" and a parameter indicating the boutique reference, such as 112.  |
|       |   | The request reaches display processor 17 which rms its constituent program showboutique, which finds in templates 13 the appropriate template for the page, and also finds the boutique reference 1112, from which it can be determined that the requested boutique is 1011.  Constituent subprograms of display processor 17 as named in the retrieved template are called with an argument specifying boutique 1011. Over path 14, they find information 1011 specifying the display object (boutique), and they find the template from templates 12 specifying the form or layout of the boutique. The template is filled in according to information 1011, thus producing a copy of the requested display object, which is returned to program show boutique. Showboutique then, either internally or through invocation of other subprograms, finds the retail jeweler's customization information associated with the boutique reference (in this case customization information 1113 associated with boutique reference [1112) and incorporates the customization information into the display object. |
|       |   | A web page is assembled including the requested display object (boutique) and returned via communication link 21 to the shopper's communication software 24, which causes it to be displayed to the shopper who now views it.   |
|       |   | Voorhees '709, 15:3-22.   |
|       |   | See also Figs. 3A-3C, 4A-4D.  |
| 20    | The process of claim 17 wherein the look and feel | For example, Figs. 4C and 4D provide navigational links for boutiques linking to  |

| 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. | 1769°)<br>fic web pages of the first website.  |
|--|--|
| Voor   | Referring now to Fig. 3C, the shopper requests to view a particular one of the available boutiques. He does so typically by clicking on the name of a desired boutique. Since he is contemplating the purchase of a ring he selects the boutique "Magnificent rings from RingCo" (Fig. 4C). Transparently to the shopper, his request is transmitted with a program name invocation of "showboutique" and a parameter indicating the boutique reference, such as 112  The request reaches display processor 17 which runs its constituent program showboutique, which finds in templates 13 the appropriate template for the page, and also finds the boutique reference 1112, from which it can be determined that the requested boutique is 1011.  Constituent subprograms of display processor 17 as named in the retrieved template are called with an argament specifying boutique 1011. Over path 14, they find information 1011 specifying the display object (boutique), and they find the template from templates 12 specifying the form or layout of the boutique. The template is filled in according to information 1011, thus producing a copy of the requested display object, which is returned to program show boutique. Showboutique then, either internally or through invocation of other subprograms, finds the retail jewcler's customization information 1113 associated with boutique reference (in this case customization information 1113 associated with boutique reference (in this case customization information 113 associated with boutique reference (in this case customization information associated with boutique reference (in this case customization information associated with boutique reference (in this case customization information associated with boutique reference (in this case customization information associated with boutique reference (in this case customization information associated with boutique reference (in this case customization information associated with boutique reference (in this case customization information associated with boutique r |

| Claim<br>No. | Claim Language of U.S. Patent No. 6,993,572   | Relevant Disclosure in PCT Application WO 99146709 to Voorhees ("Voorhees 7709")  |
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| 1711         |   | 303.  |
|              |   | See also, Figs. 4B – 4D.  |
| 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<br>some of the web pages of the first website; | See Figs. 4B-4D (Ima Juler logo).  Referring now to Fig. 3C, the shopper requests to view a particular one of the available boutiques. He does so typically by clicking on the name of a desired boutique. Since he is contemplating the purchase of a ring, he selects the boutique "Magnificent rings from RingCo" (Fig. 4C). Transparently to the shopper, his request is transmitted with a program name invocation of "showboutique" and a parameter indicating the boutique reference, such as 112  A web page is assembled including the requested display object (boutique) and returned via communication link 21 to the shopper's communication software 24, which causes it to be displayed to the shopper who now views it. A typical example is shown as element 26A in Fig. 4D. Although element 26A has the same general layout as element 26 in Fig. 4D. Although element 26A items in it are seen to be different. |
|              |   | Voorhees '709, 15:3 – 16 1.   |
| 21(b)        | a color scheme used on at least some of the web pages of the first website;                     | See Figs. 4B-4D (same layout including color scheme).  Referring now to Fig. 3C, the shopper requests to view a particular one of the available boutiques. He does so typically by clicking on the name of a desired boutique. Since he is contemplating the purchase of a ring, he selects the boutique "Magnificent rings from RingCo" (Fig. 4C).  Transparently to the shopper, his request is transmitted with a program name invocation of "showboutique" and a parameter indicating the boutique reference, such as 112  A web page is assembled including the requested display object (boutique) and returned via communication link 21 to the shopper's  |

| Claim<br>No. | Claim Language of U.S. Patent No. 6,993,572   | Relevant Disclosure in PCT Application WO 99146709 to Voorhees ("Voorhees 7999")  |
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|              |   | communication software 24, which causes it to be displayed to the shopper who now views it. A typical example is shown as element 26A in Fig. 4D. Although element 26A has the same general layout as element 26 in Fig. 4A, some items in it are seen to be different.   |
|              |   | Voorhees *709, 15:3 – 16 1.   |
| 21(c)        | a page layout used on at least some of the web<br>pages of the first website; and   | See Figs. 4B-4D (Ima Juler page layout).  |
|              |   | Referring now to Fig. 3C, the shopper requests to view a particular one of the available boutiques. He does so typically by clicking on the name of a desired boutique. Since he is contemplating the purchase of a ring, he selects the boutique "Magnificent rings from RingCo" (Fig. 4C).  Transparently to the shopper, his request is transmitted with a program name invocation of "showboutique" and a parameter indicating the boutique reference, such as 112      |
|              |   | A web page is assembled including the requested display object (boutique) and returned via communication link 21 to the shopper's communication software 24, which causes it to be displayed to the shopper who now views it. A typical example is shown as element 26A in Fig. 41D. Although element 26A has the same general layout as element 26 in Fig. 4A, some items in it are seen to be different.  |
|              |   | Voorhees '709, 15:3 – 16 1.   |
| 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. | See Figs. 4B-4D (links for boutiques).  Referring now to Fig. 3C, the shopper requests to view a particular one of the available boutiques. He does so typically by clicking on the name of a desired boutique. Since he contemplating the purchase of a ring, he selects the boutique "Magnificent rings from RingCo" (Fig. 4C).  Transparently to the shopper, his request is transmitted with a program name invocation of "showboutique" and a parameter indicating the |

| Claim<br>No. | Claim Language of U.S. Patent No. 6,993,572   | Relevant Disclosure in PCT Application WO 99146709 to Voorhees ("Voorhees "709")   |
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|              |   | boutique reference, such as 112  A web page is assembled including the requested display object (boutique) and returned via communication link 21 to the shopper's communication software 24, which causes it to be displayed to the shopper who now views it. A typical example is shown as element 26A in Fig. 4D. Although element 26A has the same general layout as element 26 in Fig. 4A, some items in it are seen to be different.  Voorhees '709, 15:3–161.   |
| 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. | The product categories are the boutiques (Fig. 4C) and the specific products through the boutiques (Fig. 4D).  Referring now to Fig. 3C, the shopper requests to view a particular one of the available boutiques. He does so typically by clicking on the name of a desired boutique. Since he is contemplating the purchase of a ring, he selects the boutique "Magnificent rings from RingCo" (Fig. 4C).  Transparently to the shopper, his request is transmitted with a program name invocation of "showboutique" and a parameter indicating the boutique reference, such as 1112  Showboutique then, either internally or through the invocation of other subprograms, finds the retail jeweler's customization information associated with the boutique reference (in this case customization information 1113 associated with boutique reference (in this case customization information associated with boutique reference (in this case customization information and incorporates the customization information into the display object.  A web page is assembled including the requested display object (boutique) and returned via communication link 21 to the shopper's communication software 24, which causes it to be displayed to the shopper who now views it. A typical example is shown as element 26A in Fig. 4D. Although element 26A has the same general layout as element 26 in Fig. 4A, some items in it are seen to be different. |

|   | Claim C | Claim Language of U.S. Patent No. 6,993,572 | Relevant Disclosure in PCT Application WO 99146709 to Voortiees ("Voortiees 700") |
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| Ī |         |   | Voorhees '709, 15:3-16:1.   |
|   |         |   | See also, Fig. 4C – 4D.   |

Comparison of U.S. Patent No. 6,993,572 and U.S. Patent No. 5,870,717 to Wiecha ("Wiecha '717") $^{1}$ 

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 Infiningement Contentions served January 23, 2012, the U.S. Patent No. 5,870,717 to Wiecha anticipates and/or renders obvious, alone or in combination with other prior art identified in Defendants' Amended Invalidity Contentions, the asserted claims as described in part below.

| Claim<br>No. | Claim Language of U.S. Patent No. 6,993,372  | Relevant Disclosure in U.S. Patent No. 5.870,717 to Wischa ("Wiecha "717")  |
|--------------|--|---|
| 13           | An e-commerce outsourcing system comprising: | An employee 17 preferably accesses one or more electronic catalogs 24 stored on a shadow catalog server 22, accessed via a local area network 20 preferably by means of a employee workstation 18. These catalogs contain only those items for which a price has been negotiated between the enterprise and a particular supplier, so the verification by the enterprise's Purchasing department described above is obviated.   |
|              |  | 2. The employee selects items from the catalogs preferably with a mouse or similar device. Catalog items may be displayed with pictures, descriptions and other information in a fashion similar to a paper catalog. Where similar items are available, a "Compare" itoon can be selected on the screen, causing the items to be listed side by side, with differences highlighted. Items can be located by searching down the taxonomy tree of the catalog (much as one searches through a paper catalog by finding the appropriate general section and then looking for a particular item), or by entering a search word or phrase. |
|              |  | Wiecha '717, 3:10-28.   |
|              |  | The client environment is shown in the lower segment of FIG. 6, defined by shadow server 106 which maintains a customized copy of the master catalog for distribution to local clients 102 and 104. Purchase orders are received by a Local buyer master server 86 from a data pathway connecting remote shadow LAN 108 with local buyer master LAN 88. The Buyer Master Server also performs the server function in the following capacities; order processing from buyer clients 90, approval   |

 $^{1}$  Unless noted, all citations in this chart are to U.S. Patent No. 5,870,717 to Wiecha (filed on November 13, 1995 and issued on February 9, 1999). [DFNDT\_0000218-0000239].

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| Claim<br>No. | Claim Language of U.S. Patent No. 6,993,572   | Relevant Disclosure in U.S. Patent No. 5,870,717 to Wiecha ("Wiecha '717")  |
|--------------|---|---|
| NO.          |   | and call back. The Buyer Master Server communicates with the operations environment of the enterprise through a 56Kb switched or leased TCP/IP line 107.  |
|              |   | Wiecha *717, 4:14-25.   |
|              |   | See also, Figs. 3-4, 6, 1:57 – 2:19.  |
| 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 | Content management tools to receive, process, and manage images 208 and text 212 from content providers 200 for the creation of an EPS (Electronic Purchasing Service) master catalog. An overview of this process is shown in FIG. 8, numeral and Text 212 from content provides 200 are first converted through conversion units 210, 214 also, including conversion units, 218 and 222 from third party converters 202, the graphics and text are then and combined with content from independent image providers 220 to create catalogs 216 and 224 constituting third party catalogs 204 which are then combined at an EPS catalog stage 206 to form EPS (Electronic Purchasing Service) catalog 226 and distributed to buyers 230 via EPS subscription 228; |
|              |   | These enable EPS Operations to create and manage catalog information in the merchandise database such as the price, description and visual representation of each item  |
|              |   | FotoFarm  This collection of utilities may be used to convert text and images from the content providers 200, 250 and 280. The workflows of these two activities are shown schematically in FIGS. 9, 10, numerals 26, 28. Supported functions may include:  |
|              |   | Receive, store, and archive source images 282 and text files 252 and 282.  First-level validity check of source media 254, 284 and 286.  Assign EPS unique filename and update the index files 258, 284.  Create master catalog's subchapters and folders, and populate them with the relevant contents 260, 292.   |

- 19 -

| Claim | OLVEN   |  |
|-------|---|--|
| 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 host web page, to serve a composite web page to the visitor computer wit[h] 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[h] the link. | Relevant Disclosure in U.S. Patent No. 5.870.717 to Wiecha (*Wiecha :717*)  when EPS catalog updates occur 260, 292. Process image received from content providers in batch model 256. Delta cropping of image by specifying new crop coordinates 288. Generate multiple resolution versions of images  Wiecha '717, 5:34 – 6:25.  See also, Figs. 7-10.  1. An employee 17 preferably accesses one or more electronic catalogs 24 stored on a shadow catalog server 22, accessed via a local area network 20 preferably by means of a employee workstation 18. These catalogs contain only those items for which a price has been negotiated between the enterprise and a particular supplier, so the verification by the enterprise's Purchasing department described above is obviated.  2. The employee selects items from the catalogs preferably with a mouse or similar device. Catalog items may be displayed with pictures, descriptions and other information in a fashion similar to a paper catalog. Where similar items are available, a "Compare" icon can be selected on the screen, causing the items to be listed side by side, with differences highlighted. Items can be located by searching down the taxonomy tree of the catalog (much as one searches through a paper catalog by finding the appropriate general section and then looking for a particular item), or by entering a search word or phrase.  Wiecha '717, 3:10-28.  1. Details of the Client Environment 123  Comprised of a Shadow Server 150 consisting of Browser Dynamic link libraries DLIs 152. The Browser DLLs receive catalog data from the Order Processing Server 154 and in turn output the Browser DLLs and customized catalogs, during a client browse session to a buyer (client) 156. |
|       |   | Wiecha '717, 4:64 – 5:3.   |

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Trigger down-stream re-creation or subscription catalogs (see below)

| No. | code would normally reside on d  | wser<br>er's personal computer, although the<br>flisk storage in a catalog shadow server<br>ing main function to an employee using   |
|-----|--|--|
|     | Browse Product Images, Text an Able to page forward and backw. Quick returu to top menu page fr Quick returu to the table of conte Display previous page at top of s Images are displayed in BMP fo Two separate image files are kep "FotoFarm," supra. Text the Browser may select zero descriptive phrases. Prices.  | rard.  rom any part of the catalog.  ents from any part of the catalog.  screen, with links to navigation log.  ormat.  tt for OS/2 and Windows. See also  |
|     | and text 212 from content provid (Electronic Purchasing Service) t process is shown in FIG. 8, nume 200 are first converted through c conversion units, 218 and 222 fr graphics and text are then and co image providers 220 to create cat party catalogs 204 which are thet to form EPS (Electronic Purchass to buyers 230 via EPS subscriptiv These enable EPS Operations to | ceive, process, and manage images 208 ders 200 for the creation of an EPS master catalog. An overview of this eral and Text 212 from content provides conversion units 210, 214 also, including om third party converters 202, the ombined with content from independent stalogs 216 and 224 constituting third in combined at an EPS catalog stage 206 sing Service) catalog 226 and distributed ion 228; create and manage catalog information has the price, description and visual |

| Claim<br>No. | Claim Language of U.S. Patent No. 6,993.572 | Relevant Disclosure in U.S. Patent No. 5,870,717 to Wiecha ("Wiecha ("Wiecha ("17"))   |
|--------------|---|--|
| 754          |   | FotoFarm  This collection of utilities may be used to convert text and images from the content providers 200, 250 and 280. The workflows of these two activities are shown schematically in FIGS. 9, 10, numerals 26, 28. Supported functions may include:  Receive, store, and archive source images 282 and text files 252 and 282.  First-level validity check of source media 254, 284 and 286.  Assign EPS unique filename and update the index files 258, 284.  Create master catalog's subchapters and folders, and populate them with the relevant contents 260, 292.  Trigger down-stream re-creation or subscription catalogs (see below) when EPS catalog updates occur 260, 292.  Process images received from content providers in batch model 256.  Delta cropping of image by specifying new crop coordinates 288.  Generate multiple resolution versions of images |
|              |   | Wiecha '717, 5:34 – 6:25.  |
|              |   | See also, Figs. 6-10.  |

| Claim<br>No. | Claim Language of U.S. Patent No. 6,993,571  | Relevant Disclosure in U.S. Patent No. 5,870,717 to Wiecha ("Wiecha '717")   |  |  |  |
|--------------|--|--|--|--|--|
| 17           | An e-commerce outsourcing process comprising the steps of:   | 1. An employee 17 preferably accesses one or more electronic catalogs 24 stored on a shadow catalog server 22, accessed via a local area network 20 preferably by means of a employee workstation 18. These catalogs contain only those items for which a price has been negotiated between the enterprise and a particular supplier, so the verification by the enterprise's Purchasing department described above is obviated.  2. The employee selects items from the catalogs preferably with a mouse or similar device. Catalog items may be displayed with pictures, descriptions and other information in a fashion similar to a paper catalog. Where similar items are available, a "Compare" icon can be selected on the screen, causing the items to be listed side by side, with differences highlighted. Items can be located by searching down the taxonomy tree of the catalog (much as one searches through a paper catalog by finding the appropriate general section and then looking for a particular item), or by entering a search word or phrase. |  |  |  |
|              |  | Wiecha '717, 3:10-28.  |  |  |  |
|              |  | The client environment is shown in the lower segment of FIG. 6, defined by shadow server 106 which maintains a customized copy of the master catalog for distribution to local clients 102 and 104. Purchase orders are received by a Local buyer master server 86 from a data pathway connecting remote shadow LAN 108 with local buyer master LAN 88. The Buyer Master Server also performs the server function in the following capacities; order processing from buyer clients 90, approval and call back. The Buyer Master Server communicates with the operations environment of the enterprise through a 56Kb switched or leased TCP/IP line 107.   |  |  |  |
|              |  | Wiecha *717, 4:14-25.  |  |  |  |
|              |  | See also, Figs. 3-4, 6, 1:57 – 2:19.   |  |  |  |
| 17(a)        | storing a look and feel description associated with<br>a first website in a data store associated with a | Content management tools to receive, process, and manage images 208 and text 212 from content providers 200 for the creation of an EPS   |  |  |  |

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| Claim<br>No. | Claim Language of U.S. Patent No. 6,993,572 | Relevant Disclosure in U.S. Patent No. 5,870,717 to Wiecha ("Wiecha '717")  |
|--------------|---|---|
|              | second website;                             | (Electronic Purchasing Service) master catalog. An overview of this process is shown in FIG. 8, numeral and Text 212 from content provides 200 are first converted through conversion units 210, 214 also, including conversion units, 218 and 222 from third party converters 202, the graphics and text ee then and combined with content from independent image providers 220 to create catalogs 216 and 224 constituting third party catalogs 204 which are then combined at an EPS catalog stage 206 to form EPS (Electronic Purchasing Service) catalog 226 and distributed to buyers 230 via EPS subscription 228; |
|              |   | These enable EPS Operations to create and manage catalog information in the merchandise database such as the price, description and visual representation of each item  |
|              |   | FotoFarm This collection of utilities may be used to convert text and images from the content providers 200, 250 and 280. The workflows of these two activities are shown schematically in FIGS. 9, 10, numerals 26, 28. Supported functions may include:   |
|              |   | Receive, store, and archive source images 282 and text files 252 and 282.  First-level validity check of source media 254, 284 and 286.  Assign EPS unique filename and update the index files 258, 284.  Create master catalog's subchapters and folders, and populate them with the relevant contents 260, 292.  Trigger down-stream re-creation or subscription catalogs (see below) when EPS catalog updates occur 260, 292.  Process images received from content providers in batch model 256.  Delta cropping of image by specifying new crop coordinates 288.  Generate multiple resolution versions of images    |
|              |   | Wieeha '717, 5:34 – 6:25.   |
| 7(1.)        | 1) 1. 1. 1                                  | See also, Figs. 7-10.   |
| 17(b)        | b) including within a web page of the first | An employee 17 preferably accesses one or more electronic catalogs  |

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| Claim<br>No. | Claim Language of U.S. Patent No. 6,993,572   | Relevant Disclosure in U.S. Patent No. 5,870,717 to Wiecha ("Wiecha '717")   |
|--------------|---|--|
|              | website, which web page has a look and feel<br>substantially corresponding to the stored look and<br>feel description, a link correlating the web page<br>with a commerce object; and | 24 stored on a shadow catalog server 22, accessed via a local area network 20 preferably by means of a employee workstation 18. These catalogs contain only those items for which a price has been negotiated between the enterprise and a particular supplier, so the verification by the enterprise's Purchasing department described above is obviated.   |
|              |   | 2. The employee selects items from the catalogs preferably with a mouse or similar device. Catalog items may be displayed with pictures, descriptions and other information in a fashion similar to a paper catalog. Where similar items are available, a "Compare" icon can be selected on the screen, causing the items to be listed side by side, with differences highlighted. Items can be located by searching down the taxonomy tree of the catalog (much as one searches through a paper catalog by finding the appropriate general section and then looking for a particular item), or by entering a search word or phrase. |
|              |   | Wiecha '717, 3:10-28.  |
|              |   | Details of the Client Environment 123     Comprised of a Shadow Server 150 consisting of Browser Dynamic link libraries DLLs 152. The Browser DLLs receive catalog data from the Order Processing Server 154 and in turn output the Browser DLLs and customized catalogs, during a client browse session to a buyer (client) 156.  |
|              |   | Wiecha '717, 4:64 – 5:3.   |
|              |   | Order Manager and Catalog Browser  This function rms on the end-user's personal computer, although the code would normally reside on disk storage in a catalog shadow server machine. It provides the following main function to an employee using the system:  Catalog Bennice  |
|              |   | Catalog Browser Browse Product Images, Text and Prices Able to page forward and backward. Quick return to top menu page from any part of the catalog.  |

| 000000000000000000000000000000000000000 |  |  |
|---|--|--|
| Claim<br>No.                            | Claim Language of U.S. Patent No. 6,993,572  | Relevant Disclosure in U.S. Patent No. 5,870,717 to Wiecha ("Wiecha '717")   |
|   |  | Quick return to the table of contents from any part of the catalog.  Display previous page at top of screen, with links to navigation log.  Images are displayed in BMP format.  Two separate image files are kept for OS/2 and Windows. See also "FotoFarm," supra.  Text the Browser may select zero, one, or more ordered sets of descriptive phrases.  Prices.   |
|   |  | Wiecha '717, 8:24-53.  |
|   |  | See also, Figs. 3, 6.  |
| 17(e)                                   | 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. An employee 17 preferably accesses one or more electronic catalogs 24 stored on a shadow catalog server 22, accessed via a local area network 20 preferably by means of a employee workstation 18. These catalogs contain only those items for which a price has been negotiated between the enterprise and a particular supplier, so the verification by the enterprise's Purchasing department described above is obviated.  2. The employee selects items from the catalogs preferably with a mouse or similar device. Catalog items may be displayed with pictures, descriptions and other information in a fashion similar to a paper catalog. Where similar items are available, a "Compare" icon can be selected on the screen, causing the items to be listed side by side, with differences highlighted. Items can be located by searching down the taxonomy tree of the catalog (much as one searches through a paper catalog by finding the appropriate general section and then looking for a particular item), or by entering a search word or phrase. |
|   |  | Wiecha '717, 3:10-28.  |
|   |  | Details of the Client Environment 123     Comprised of a Shadow Server 150 consisting of Browser Dynamic link libraries DLLs 152. The Browser DLLs receive catalog data from the Order Processing Server 154 and in turn output the Browser DLLs and customized catalogs, during a client browse session to a buyer (client)   |

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| Claim<br>No. | Claim Language of U.S. Patent No. 6,993,572 | Relevant Disclosure in U.S. Patent No. 5,870,717 to Wiecha ("Wiecha ("TI?")   |
|--------------|---|---|
|              |   | 156.  |
|              |   | Wiecha *717, 4:64 – 5:3.  |
|              |   | Order Manager and Catalog Browser This function runs on the end-user's personal computer, although the code would normally reside on disk storage in a catalog shadow server machine. It provides the following main function to an employee using the system: Catalog Browser Browse Product Images, Text and Prices Able to page forward and backward. Quick return to top menu page from any part of the catalog. Quick return to the table of contents from any part of the catalog. Display previous page at top of screen, with links to navigation log. Images are displayed in .BMP format. Two separate image files are kept for OS/2 and Windows. See also "FotoFarm," supra. Text the Browser may select zero, one, or more ordered sets of descriptive phrases. Prices. |
|              |   | Wiecha '717, 8:24-53.   |
|              |   | Content management tools to receive, process, and manage images 208 and text 212 from content providers 200 for the creation of an EPS (Electronic Purchasing Service) master catalog. An overview of this process is shown in F16. 8, numeral and Text 212 from content provides 200 are first converted through conversion units 210, 214 also, including conversion units, 218 and 222 from third party converters 202, the graphics and text are then and combined with content from independent image providers 220 to create catalogs 216 and 224 constituting third party catalogs 204 which are then combined at an EPS catalog stage 206 to form EPS (Electronic Purchasing Service) catalog 226 and distributed to buyers 230 via EPS subscription 228;                   |

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| Claim<br>No. | Claim Language of U.S. Patent No. 6,993,572  | Relevant Disclosure in U.S. Patent No. 5,870,717 to Wiecha ("Wiecha '717")   |
|--------------|--|--|
|              |  | These enable EPS Operations to create and manage catalog information in the merchandise database such as the price, description and visual representation of each item   |
|              |  | FotoFarm This collection of utilities may be used to convert text and images from the content providers 200, 250 and 280. The workflows of these two activities are shown schematically in FIGS. 9, 10, numerals 26, 28. Supported functions may include:  |
|              |  | Receive, store, and archive source images 282 and text files 252 and 282.  First-level validity check of source media 254, 284 and 286.  Assign EPS unique filename and update the index files 258, 284.  Create master catalog's subchapters and folders, and populate them with the relevant contents 260, 292.  Trigger down-stream re-creation or subscription catalogs (see below) when EPS catalog updates occur 260, 292.  Process images received from content providers in batch model 256.  Delta cropping of image by specifying new crop coordinates 288.  Generate multiple resolution versions of images |
|              |  | Wiecha '717, 5:34 – 6:25.  |
| 20           | The process of claim 17 wherein the look and feel description comprises data defining a set of   | See also, Figs. 6-10.  It is inherent that 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 (internal  |
|              | navigational links, used on at least some of the<br>web pages of the first website, each of which<br>links link to specific web pages of the first | corporate website), each of which links link to specific web pages of the first website, since the corporation is hosting electronic catalogs from the content providers.  |
|              | website.   | It may be noted that neither of the above approaches is a complete solution to the problem addressed by the disclosed invention, which is to allow end-users within a corporation to order necessary items as if they were consumers ordering items for their own use and at their own   |
|              |  | expense, but to have such orders then flow through the enterprise's<br>normal business controls before being submitted to the supplier. The<br>disclosed invention also goes beyond these solutions in allowing the  |

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| Claim<br>No. | Claim Language of U.S. Patent No. 6,993,572   | Relevant Disclosure in U.S. Patent No. 5,870,717 to Wiecha ("Wiecha "717")  |
|--------------|---|---|
|              |   | catalog an end-user sees to be sub-setted and otherwise modified from the supplier's general catalog  |
|              |   | Wiecha '717, 37-46.   |
| 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<br>some of the web pages of the first website; | It is inherent that the look and feel description comprises a logo associated with and displayed on at least some of the web pages of the first website (internal corporate website), since the corporation is hosting electronic catalogs from the content providers.  |
|              |   | It may be noted that neither of the above approaches is a complete solution to the problem addressed by the disclosed invention, which is to allow end-users within a corporation to order necessary items as if they were consumers ordering items for their own use and at their own expense, but to have such orders then flow through the enterprise's normal business controls before being submitted to the supplier. The disclosed invention also goes beyond these solutions in allowing the catalog an end-user sees to be sub-setted and otherwise modified from the supplier's general catalog |
|              |   | Wiecha '717, 37-46.   |
| 21(b)        | a color scheme used on at least some of the web<br>pages of the first website;                  | It is inherent that the look and feel description comprises a color scheme used on at least some of the web pages of the first website (internal corporate website), since the corporation is hosting electronic catalogs from the content providers.   |
|              |   | It may be noted that neither of the above approaches is a complete solution to the problem addressed by the disclosed invention, which is to allow end-users within a corporation to order necessary items as if they were consumers ordering items for their own use and at their own expense, but to have such orders then flow through the enterprise's normal business controls before being submitted to the supplier. The disclosed invention also goes beyond these solutions in allowing the catalog an end-user sees to be sub-setted and otherwise modified from the supplier's general catalog |

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|------|--|--|
|      |  |  |
|      |  |  |
|      |  |  |
|      |  |  |

| Claim | Claim Language of U.S. Patent No. 6,993,572   | Relevant Disclosure in U.S. Patent No. 5,870,717 to Wiecha ("Wiecha '717")  |  |  |  |
|-------|---|---|--|--|--|
| No.   | Cana Language of Co. Factor 104 05/25/12  | rest tale piscosal car cross factor (00.05/9/14/00 Preside) Preside (1)   |  |  |  |
|       |   | Wiecha '717, 37-46.   |  |  |  |
| 21(c) | a page layout used on at least some of the web pages of the first website; and  | It is inherent that the look and feel description comprises a page layout used on at least some of the web pages of the first website (internal corporate website), since the corporation is hosting electronic catalogs from the content providers.  It may be noted that neither of the above approaches is a complete solution to the problem addressed by the disclosed invention, which is to allow end-users within a corporation to order necessary items as if they were consumers ordering items for their own use and at their own expense, but to have such orders then flow through the enterprise's normal business controls before being submitted to the supplier. The disclosed invention also goes beyond these solutions in allowing the catalog an end-user sees to be sub-setted and otherwise modified from the supplier's general catalog   |  |  |  |
|       |   | Wiecha '717, 37-46.   |  |  |  |
| 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. | It is inherent that 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 (internal corporate website), each of which links link to specific web pages of the first website, since the corporation is hosting electronic catalogs from the content providers.  It may be noted that neither of the above approaches is a complete solution to the problem addressed by the disclosed invention, which is to allow end-users within a corporation to order necessary items as if they were consumers ordering items for their own use and at their own expense, but to have such orders then flow through the enterprise's normal business controls before being submitted to the supplier. The disclosed invention also goes beyond these solutions in allowing the catalog an end-user sees to be sub-setted and otherwise modified from the supplier's general catalog |  |  |  |
|       |   | Wiecha '717, 37-46.   |  |  |  |
| 23    | The process of claim 17 wherein the commerce  | Browse Product Images, Text and Prices  |  |  |  |
|       | object is a set of product categories and further<br>comprising accepting search parameters through   | Able to page forward or backward.  Quick return to top menu page from any part of the catalog.  |  |  |  |

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| Claim<br>No. | Claim Language of U.S. Patent No. 6,993,572       | Relevant Disclosure in U.S. Patent No. 5,870,717 to Wiecha ("Wiecha '717")                |
|--------------|---|---|
|              | the composite web page and using said             | Quick return to the table of contents from any part of the catalog.                       |
|              | parameters to search for specific products within | Display previous page at top of screen, with links to navigation log.                     |
|              | the product categories.                           | Images are displayed in .BMP format.  |
|              |   | Two separate image files are kept for OS/2 and Windows. See also<br>"FotoFarm" supra.     |
|              |   | Text the Browser may select zero, one, or more ordered sets of                            |
|              |   | descriptive phrases.  |
|              |   | Prices.   |
|              |   | Select Product Based on Single Keyword.   |
|              |   | Based on index search.  |
|              |   | Index search is launched with user's action on an icon represented by a magnifying glass. |
|              |   | Search by product type or manufacturer's name.  |
|              |   | Copy to clipboard for further processing.   |
|              |   | Wiecha '717, 8:39-60.   |

## $Comparison \ of the \ U.S.\ Patent\ No.\ 6,993,572\ and\ Travelocity/Yahoo!\ Prior\ Art$

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/Yahoo! Prior Art anticipates and/or renders obvious, alone or in combination with other prior art identified in Defendants' Amended Invalidity Contentions, the asserted claims as described in part below.

| Claim<br>No. | Claim Language of U.S. Patent No. 6,993,572   | Relevant Disclosure in the Travelocity/Yahoo! Prior Art  |                |                              |                |  |  |
|--------------|---|--|----------------|------------------------------|----------------|--|--|
| 13           | An e commerce outsourcing system comprising:  | The SABRE Interactive (now Travelocity) co-branded website was an e-commerce outsourcing solution for Yahoo! so that Yahoo! had travel reservation capability und its own name with the same look and feel as its own website.   |                |                              |                |  |  |
|              |   | "A. Yahoo! operates a search engine and World Wide Web directory under the b 'Yahoo!'.   |                |                              |                |  |  |
|              |   | B. SI operates a travel booking engine and interactive Internet travel services thre 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 interactive Internet travel services, all in accordance with the terms and condition this Agreement." |                |                              |                |  |  |
|              |   | Travel Services Advertising and Promotion Agreement, June 30, 1997.  See DFNDT000388-412   |                |                              |                |  |  |
| 13(a)        | a data store including a look and feel description<br>associated with a host web page having a link<br>correlated with a commerce object; and |  |                |                              |                |  |  |
|              |   | Path   | g pages within | Page Name                    | . 101 1411001. |  |  |
|              |   | 3 Best   |                | ffrqst<br>ffdisp<br>ffprice  |                |  |  |
|              |   | Flights  | & Prices       | fprqst<br>fpdispl<br>fpdisp2 |                |  |  |

### Comparison of the U.S. Patent No. 6,993,572 and Travelocity/Yahoo! Prior Art

| Claim<br>No. | Claim Language of U.S. Patent No. 6,993,572 |                          | Relevant Disc  | losure in the Travelocity/Yahoo!   | Prior Art            |
|--------------|---|--------------------------|--|--|----------------------|
|              |   |                          | Hotels   | htrqst<br>htavail<br>htdisp<br>htcdnbrl<br>htcdnbr2  |                      |
|              |   |                          | Cars   | crqst<br>crcdnbrl<br>crcdnbr2<br>crdisp<br>crdetail  |                      |
|              |   |                          |  | Exrqst<br>ine - High Level Requirements, July<br>98. See DFNDT000423-428.  | 14, 1997, last       |
|              |   | Trave<br>be pla<br>Trave | el Page to the Co-Brand<br>seed above the fold on t  | ahoo! shall provide a prominent hy<br>ed Pages described in Section 2.2.<br>the Yahoo! Trave! Page."<br>and Promotion Agreement, June 30 | Such hyperlink shall |
|              |   | from:                    | ovide the ability to mak<br>a prominent hyperlink<br>o! Travel Booking Engi                            | te flight, car and hotel reservations<br>on the Yahoo! Travel Page."<br>ne - High Level Requirements, July<br>98. See DFNDT000423-428.   | , ,                  |
|              |   |                          | relocity URL's and UR<br>s after start of developn   | L parameter names will be provide<br>nent.<br>***  | d to Yahoo! three    |
|              |   | entry                    | 'ahoo! travel page will<br>point to accept the folk<br>Number of passengers<br>Leaving from / going to | 01   | lify the Travelocity |

### Comparison of the U.S. Patent No. 6,993,572 and Travelocity/Yahoo! Prior Art

| Claim                     | · · ·  |   |  |
|---------------------------|--|---|--|
| <b>Сани</b><br><b>No.</b> | Claim Language of U.S. Patent No. 6,993,572  | Relevant Disclosure in the Travelocity/Yahoo! Prior Art   |  |
|                           |  | - Departure date/ departure time<br>- 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 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.  |  |
| 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 visit or 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 | See DFNDT000413-422.  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 cobranded 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. |  |
|                           | the link.  | "A. Yahoo! operates a search engine and World Wide Web directory under the brand 'Yahoo!'.  |  |

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### Comparison of the U.S. Patent No. 6,993,572 and Travelocity/Yahoo! Prior Art

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| Claim<br>No. | Claim Lauguage of U.S. Patent No. 6,993,572 | Relevant Disclosure in the Travelocity/Yahoo! Prior Art   |
|--------------|---|---|
|              |   | 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. Yahool and SI wish to provide Yahool users with travel booking services by distributing SI's booking engine on the Yahool 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 (emphasis added). See DFNDT000388-412. |
|              |   | "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):  |
|              |   | Internet Tizzekraty  Boxes  |
|              |   | HTML Ads For Yahoo, last modified on 5/11/1998.  "(b) User Interface. The Co-Branded Pages shall conform to the graphical user  |
|              |   | interface attilized 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 Yahool's requirements. Yahool will use reasonable best efforts to ensure continuity of Yahool personnel involved in the design process. All pages displayed to Yahool Site users, other than the Co-Branded Pages, shall conform to the   |

### Comparison of the U.S. Patent No. 6,993,572 and Travelocity/Yahoo! Prior Art

| Claim<br>No. | Claim Language of U.S. Patent No. 6,993,572 | Relevant Disclosure in the Travelocity/Yahoo! Prior Art   |
|--------------|---|---|
|              |   | 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.   |
|              |   | "Several Travelocity pages (fprqst, fpdispl, fpdisp2, 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.   |
|              |   | ""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.  |
|              |   | (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 S1 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 S1, provided however Yahoo! shall have a reasonable right of approval with respect to such interface. |
|              |   | 2.2 <u>Co-Branded Pages</u> . SI shall create and serve a series of co-branded pages that gnide Yahoo! Site users through the booking process for the Travel Services, at a minimum (the <u>*Co-Branded Pages*</u> ). The Co-Branded Pages shall include all pages through the first page containing a price quotation for travel-related services, but shall   |

## Comparison of the U.S. Patent No. 6,993,572 and Travelocity/Yahoo! Prior Art

| Claim<br>No. | Claim Language of U.S. Patent No. 6,993,572 | Relevant Disclosure in the Travelocity/Yahoo! Prior Art  |
|--------------|---|--|
|              |   | not include any pages in payment process."  Travel Services Advertising and Promotion Agreement, June 30, 1997. See DFNDT000388-412.   |
|              |   | "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.   |
|              |   | Modify Igbecome.pgd, vars.sub, Igmemnew.pgd, Igmemcon.pgd, Iglogin.pgd, Ignewinf.pgd, and Igspflog.cl 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."  Yahoo! Travel Booking Engine - Scope Definition, last modified on 8/1/1997. See DFNDT000413-422.  |
|              |   | "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."  Yahoo! Travel Booking Engine - High Level Requirements, July 14, 1997, last modified on February 18, 1998. See DFNDT000423-428. |
|              |   | "Several Travelocity pages (fprqst, fpdisp), fpdisp2, 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.  |

## Comparison of the U.S. Patent No. 6,993,572 and Travelocity/Yahoo! Prior Art

| Claim<br>No. | Claim Language of U.S. Patent No. 6,993,572 | Relevant Disclosure in the Travelocity/Yahoo! Prior Art   |
|--------------|---|---|
|              |   | "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 DFNDT000423-428.                       |
|              |   | "Travelocity URL's and URL parameter names will be provided to Yahoo! three weeks after start of development.   |
|              |   | The Yahool 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 express path. Modify the Travelocity entry point to accept the following parameters:   |
|              |   | - Check-in city - Check-in / check-out dates - Number of travelers  |

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## Comparison of the U.S. Patent No. 6,993,572 and Travelocity/Yahoo! Prior Art

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| Claim<br>No. | Claim Language of U.S. Patent No. 6,993,572   | Relevant Disclosure in the Travelocity/Yahoo! Prior Art   |
|--------------|---|---|
|              |   | - Number of rooms'<br>Yahoo! Travel Booking Engine - Scope Definition, last modified on 8/1/1997.   |
|              |   | See DFNDT000413-422.  |
| 17           | An e commerce outsourcing process comprising the steps of:  | The SABRE Interactive ( <u>now Travelocity</u> ) 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.                               |
|              |   | "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 ' <u>Travelocity Site</u> ').  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.   |
| 17()         |   | See DFNDT000388-412   |
| 17(a)        | storing a look and feel description associated<br>with a first website in a data store associated<br>with a second website;   | See 13(a), supra.   |
| 17(b)        | including within a web page of the first website,<br>which web page has a look and feel substantially<br>corresponding to the stored look and feel<br>description, a link correlating the web page with<br>a commerce object; and   | See 13(b), supra.   |
| 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 | See 13(b), supra.   |

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## Comparison of the U.S. Patent No. 6,993,572 and Travelocity/Yahoo! Prior Art

| Claim<br>No. | Claim Language of U.S. Patent No. 6,993,572  | Relevant Disclosure in the Travelocity/Yahoo! Prior Art  |
|--------------|--|--|
|              | 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 web pages of the first website, each of which links link to specific web pages of the first website. | The co-branded webpages served by SABRE Interactive had at least some of the same navigational links as the Yahoo! website.  "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.cl, gitvmodl.cl, and gitvmodl.pgd. The modifications will only consist of URL changes back to the Yahoo! site or to existing functionality in Travel Reservations.  The gray toolbars grooil gif, grooi2 gif, and grooi3 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 to point to a Yahoo! Travel Booking Engine - Scope Definition, last modified on 8/1/1997 (emphasis added). See DFNDT000413-422. |
| 21           | The process of claim 17 wherein the look and feel description comprises data defining:   | (Minimum dates). See 51 15 100 110 126.  |
| 21(a)        | a logo associated with and displayed on at least<br>some of the web pages of the first website;  | The co-branded webpages served by SABRE Interactive included the Yahoo! logo that is on Yahoo!'s website.  "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.  Travel Services Advertising and Promotion Agreement, June 30, 1997. See DFNDT000388-412.  Look and feel elements such as the Yahoo! logo are included in the co-branded pages.  |

## Comparison of the U.S. Patent No. 6,993,572 and Travelocity/Yahoo! Prior Art

| Claim<br>No. | Claim Language of U.S. Patent No. 6,993,572                                       | Relevant Disclosure in the Travelocity/Yahoo! Prior Art   |
|--------------|---|---|
|              |   | This 'look and feel' will include the Yahoo! logo, the background color, and the toolbars.  ***  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   |
|              |   | broothers 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.  |
| 21(b)        | a color scheme used on at least some of the web<br>pages of the first website;    | The co-branded webpages served by SABRE Interactive included the color scheme of the Yahoo! 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   |
| 21(e)        | a page layout used on at least some of the web<br>pages of the first website; and | DFNDT000413-422.  The co-branded webpages served by SABRE Interactive included a similar layout compared to the Yahoo! website.  "(b) <u>User Interface</u> . 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  |

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## Comparison of the U.S. Patent No. 6,993,572 and Travelocity/Yahoo! Prior Art

| Claim<br>No. | Claim Language of U.S. Patent No. 6,993,572   | Relevant Disclosure in the Travelocity/Yahoo! 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.   | toolbars will be modified for Yahool. This will require modification of the pageFooter proc in sbTools inc. There are approximately 25 templates that will require cobranding."  Yahool Travel Booking Engine - Scope Definition, last modified on 8/1/1997. See DFNDT000413 422.  "Several Travelocity pages (fprqst, fpdispl, fpdisp2, fpprice and bargain) will be designed with the Yahool masthead, footer and toolbar.  1. All references to Travelocity within the above pages will be modified to reflect YahoolTravel."  YahoolTravel Build your own itinerary, last modified on March 24, 1998. See DFNDT000429 432.  The co-branded pages served by SABRE Interactive had at least some of the same navigational links as the Yahool website.  "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 ctl, gitwmodl. ctl, and gitvmodl.pgd. The modifications will only consist of URL changes back to the Yahool site or to existing functionality in Travel Reservations.  The gray toolbars grooll.gif, grool2.gif, and grtool3.gif, will be modified only to change the "Travelocity Home" option to point to a Yahool Travel page. This will be a graphics modification and URL modification only."  Yahool Travel Booking Engine - Scope Definition, last modified on 8/1/1997. See DFNDT000413-422. |
| 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 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.   |
|              | the product categories.   | "1.1 'Booking Engine' means a database containing availability, schedule, and price   |

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## Comparison of the U.S. Patent No. 6,993,572 and Travelocity/Yahoo! Prior Art

| Claim<br>No. | Claim Language of U.S. Patent No. 6,993,572 | Relevant Disclosure in the Travelocity/Yahoo! Prior Art   |
|--------------|---|---|
|              |   | 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."  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 DFNDT000423-428.   |
|              |   | "Travelocity URL's and URL parameter names will be provided to Yahoo! three   |
|              |   | weeks after start of development.   |
|              |   | ***  mi vii i. 1 '''' 11 6''1   |
|              |   | 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 express path. Modify the Travelocity entry   |
|              |   | point to accept the following parameters:   |
|              |   | - Check-in city<br>- Check-in / check-out dates   |
|              |   | - Check-in / check-out dates<br>- Number of travelers   |

## Comparison of the U.S. Patent No. 6,993,572 and Travelocity/Yahoo! Prior Art

| No. Claim Language of U.S. Patent No. 6,993,572 Relevant Disc | closure in the Travelocity/Yahoo! Prior Art             |
|---|---|
| - Number of rooms"  |   |
|   | gine - Scope Definition, last modified on 8/1/1997. See |
| DFNDT000413-422.  |   |

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 identified in Defendants' Amended Invalidity Contentions, the asserted claims as described in part below.

| Claim<br>No. | Claim Language of U.S.<br>Patent No. 6,993,572 | Digital River Secure Sales System   |
|--------------|--|---|
| 13           | An e commerce outsourcing system comprising:   | 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]  Digital River - Secure Encrypted Software Distribution,  http://web.archive.org/web/19970412109734/http://www.digitalriver.com/; [DR000001-2].  "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."  Digital River – Secure Encrypted Software Distribution,  http://web.archive.org/web/19971221024519/.digitalriver.com/Page3.html; [DR000003-4] (emphasis original).  Maintain your own identity and branding.  |
|              |  | 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  |

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 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).

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#### Comparison of U.S. Patent No. 6,993,572 and Digital River Secure Sales System Prior Art

| Claim | Claim Language of U.S.  |   |
|-------|---|---|
| No.   | 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.  |
|       |   | 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. |
|       |   | Digital River Information Kit at 8 [DR004326].  |
|       |   | "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" Internet Commerce Services Proposal for Adobe, July 25, 1996; [DR000005-6].  |
|       |   | [DR004245-66].  |
|       |   | See also [DR074797-074937] and [DR074670-074796].   |
| 13(a) | a data store including a look<br>and feel description<br>associated with a host web | 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].  |
|       | page having a link correlated with a commerce object; and                           | Flow chart depicting "Level 1" and stating that depicted ISV and Dealer pages "will actually be built on-<br>the-fly" as users arrive from various ISV and Dealer web pages using database image and content values<br>The user will be presented with a page on the Digital River Server that is similar in feel to the ISV or Dealer<br>page." [DR000007-12].   |
|       |   | "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). Electronic Software Distribution Agreement between Digital River and Auto F/X Corp. dated July 18, 1996; [DR000013-21]; see also e.g.,   |

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## $Comparison \ of \ U.S.\ Patent\ No.\ 6,993,572\ \ and\ Digital\ River\ Secure\ Sales\ System\ Prior\ Art$

| Claim<br>No. | Claim Language of U.S.<br>Patent No. 6.993,572 | Digital River Secure Sales System  |
|--------------|--|--|
|              | Lacet 10-0/20218                               | Email from root to ftplist@digitalriver.com, 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." Internet Commerce Services Proposal for Adobe, July 25, 1996; [DR000005-6].  |
|              |  | "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).  |
|              |  | Implementation     Phase 1 – Complete Linked ESD Software Store     Company will develop a complete ESD software store with the look and feel of <a href="https://www.outpost.com">www.outpost.com</a> . This store will operate on the Company servers and will be linked from <a href="https://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="https://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  |

## Comparison of U.S. Patent No. 6,993,572 and Digital River Secure Sales System Prior Art

|              | AT T   |   |
|--------------|--|---|
| Claim<br>No. | Claim Language of U.S.<br>Patent No. 6,993,572 | Digital River Secure Sales System   |
|              | F40H (10, 0,735,272                            | integrate the Company products into the sales process at <a href="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="www.outpost.com">www.outpost.com</a> . This option will require a development effort by Dealer, and can be launched at a later time."   |
|              |  | Cyberian Outpost, Inc. Dealer Agreement effective March 30, 1998 at 3-4 [DR059440-DR059447].  |
|              |  | We can help you from development to post-sale.  |
|              |  | 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. |
|              |  | 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.   |
|              |  | Digital River Information Kit at 10 [DR004328].   |
|              |  | "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.   |
|              |  | Maintenance of the online store – 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   |

| Claim Claim Language of U.S.<br>No. 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." Digital River's Percentage of Sales Model – A Value Proposition; [DR000026-27] at 2 |
|  | (emphasis original).   |
|  | Welcome to Bitstream, Inc.,  |
|  | http://web.archive.org/web/19961019044742/ww2.digitalriver.com/bit/index.html; 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].   |

Comparison of U.S. Patent No. 6,993,572 and Digital River Secure Sales System Prior Art

|       | and the state of t |   |
|-------|--|---|
| Claim | Claim Language of U.S.   | Digital River Secure Sales System   |
| No.   | Patent No. 6,993,572   |   |
| 13(b) | a computer processor<br>coupled to the data store<br>and in communication<br>through the Internet with the<br>host web page and<br>programmed, upon<br>receiving an indication that<br>the link has been activated   | 4 Sourt Padaso or 2 miles and 4 miles and |
|       | 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.  | "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 size." [DR037478-DR037479].  |

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## Comparison of U.S. Patent No. 6,993,572 and Digital River Secure Sales System Prior Art

| Claim<br>No. | Claim Language of U.S.<br>Patent No. 6,993,572 | Digital River Secure Sales System   |
|--------------|--|---|
|              |  | \$120,555 \$15,555 \$04,805,805,805,805,805,805,805,805,805,805   |
|              |  | \$\begin{align*} Vision (Vision |
|              |  | August 11, 1998 Prospectus at 2 [DR074557-074636].  "Extending your selling environment Better yet, the entire transaction takes place in the selling environment you're 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  |

Comparison of U.S. Patent No. 6,993,572 and Digital River Secure Sales System Prior Art

| Claim        | Claim Language of U.S.                         | Digital River Secure Sales System   |
|--------------|--|---|
| Claim<br>No. | Claim Language of U.S.<br>Patent No. 6,993,572 | manuals or more of your software. And it all takes place during a single purchase process. Digital River has created seamless continuity."  Digital River – Secure Encrypted Software Distribution, http://web.archive.org/web/19971221024519/.digitalriver.com/Page3.html; [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]  Digital River – Secure Encrypted Software Distribution, http://web.archive.org/web/19970412100734/htmp://www.digitalriver.com/; [DR000001-2].  "Digital River will develop and manage an online store for IMSI 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 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 www.masterclips.com and will contain a complete commerce system for online product delivery." IMSI/Digital River Online Store for Masterclips Products Software Superstore linked to www.masterclips.com, 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." Letter from Digital River to Kathy Haynes of Traveling Software, dated September 11, 1997; [DR000065].   |
|              |  | "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="https://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 earry the branding, look and feel of <a href="https://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.  |

| Claim<br>No. | Claim Language of U.S.<br>Patent No. 6,993,572 | Digital River Secure Sales System  |
|--------------|--|--|
|              |  | For every product page within <a href="https://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 direction on <a href="https://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." Digital River Proposal Summary, 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." BancAmerica, Digital River, Inc., Initiating Coverage of Emerging Software E-Business Franchise, 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: |
|              |  | Welcome to Bistream, Inc., http://web.archive.org/web/19961019044742/ww2_digital-river_com/bis/index.html; and as reconstructed inserting referenced.gif files; [DR000028-31], [DR000032]; see also Facsimile from Andrea Rizso of Bistream, Inc., dated January 24, 1997; [DR000080-86] (forwarding copies of individual Digital River maintained pages for Bitstream online ordering system);  |
|              |  | Seattle Support Group, http://www.digitalriver.com/digitalriver/Welcome.qr/?type=l+id=1001; and http://www.digitalriver.com/digitalriver/insentitem.qry?function=insent&item=CDPLV1-TOTW;  |

## Comparison of U.S. Patent No. 6,993,572 and Digital River Secure Sales System Prior Art

| Claim | Claim Language of U.S. | Digital River Secure Sales System  |
|-------|------------------------|--|
| No.   | Patent No. 6,993,572   | [DR000039-50] (Correspondence from Yasuo Noshiro, dated August 2, 1996);   |
|       |                        | I <sup>st</sup> Software, http://www3.digitalriver.com/cgi-bAl&_UserReference=88DE7EC7E9BB083A; [DR000087-88];                                 |
|       |                        | Ronn Scott, Inc. Software Store,<br>http://www.digitalriver.com/dr/v2/ec_MAIN.Entry107PN=1&SP=10023&V1=10295; [DR000089];                      |
|       |                        | Arrow Publishing Software Store, https://www.digitalriver.com/v2c. MAIN.Entry97SP=10039&PN=1&s1=; [DR000090];                                  |
|       |                        | DTP Direct Software Store, https://www.digitalriver.com/drc MAIN.Entry9?SP=10039&PN=1&s1=, [DR000091];   |
|       |                        | Integratech Software Software Store, https://www.digitalriver.com/v2c_Main_Entry9?SP=10039&PN=1&s1=;[DR000092];                                |
|       |                        | Innovation Multimedia Software Store, https://www.digitalriver.com/v2c_MAIN.Entry97SP=10039&PN=1&s1=; [DR000093];                              |
|       |                        | 2ask Software Store,<br>http://www3.digitalniver.com/cgi-bC958CCE254093&function=search_prod; [DR000094];                                      |
|       |                        | North Beach Labs Software Store, http://www.digitalriver.com/dr/v2/ec_MAINEntry?SP=10607&CID=0&SID=66; [DR000095];                             |
|       |                        | Welcome to Blue Byte Software, Inc. Ordering System,<br>http://www3.digitalriver.com/cgi-bin/Tango.cgi/esd/Blubyte/welcome.gry. [DR000096-97]; |
|       |                        | Auto FIX Corporation Software Store, http://www.digitalriver.com/dr/v2/ee_main.entry?sp=10967&cid=0&sid=29; [DR000098-100];                    |
|       |                        | SFS Software Software Store,   |

## Comparison of U.S. Patent No. 6,993,572 and Digital River Secure Sales System Prior Art

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| Claim<br>No. | Claim Language of U.S.<br>Patent No. 6,993,572 | Digital River Secure Sales System   |
|--------------|--|---|
| 180          | Fatent No. 0,795,344                           | http://www.digitalriver.com/dr/v2/ee_MAIN.Entry10?PN=1&SP=10023&V1=10952; [DR000101];   |
|              |  | Sapient Software Software Store, http://www.digitalriver.com/driv2/ec_MAIN_Master; [DR000102-103];                                |
|              |  | Buycomp.com, http://www.digitalriver.com/dr/v2/ec_MAIN.Entry10?V1=10029&PN=1&xid=5452: [DR000104-111];                            |
|              |  | DTP Direct, http://www4.digitalriver.com/cgi-bin/Tango2.cgi/dealer/dtpdirect/home/qry?1d=1020&level=; [DR000112];                 |
|              |  | Lucia Font Family, http://www3digitalriver.com/cgi-<br>bin/Tango3.cgi/digitalriver/vandy/seddetail.qry/set=Lucid2; [DR000113-115; |
|              |  | Digital River Proposal Summary, April 29, 1998, Figures 1, 2; [DR000066-72];  |
|              |  | MICROPROSE; [DR001002-1003];  |
|              |  | http://www.digitalriver.com/dr/v2/IN.Entry109SP=10023&PN=1&V1=101760; [DR001247];   |
|              |  | Adaptec, Inc., http://www.digitalriver.com/dr/v2/ec main.entry?sid=6734&sp=10007/&cid=0; [DR002313];                              |
|              |  | Sapient Software, http://www.digitalriver.com/dr/v2/ec_MAIN.Master; [DR011752-11753];   |
|              |  | SFS Software, http://www.digitalriver.com/dr/v2/ee_MAIN_Entry10?PN=1&SP=10023&V1=10952; [DR011948];                               |
|              |  | Ositis Software; https://www.digitain/ver.com/dr/v2/ec_MAIN.Entryl1?SP=10039&PN=1; [DR012171];                                    |
|              |  | Net Nanny; https://www.digitairiver.com/v2c MAIN Entry97SP=10039&PN=1&s1=; [DR012399];  |
|              |  | Nesbitt Software Corporation, http://www.digitalriver.com/dr/v2/ez, MAIN Master, [DR012486-12487];                                |
|              |  | Sunbow International, Inc.;   |

## Comparison of U.S. Patent No. 6,993,572 and Digital River Secure Sales System Prior Art

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| Claim | Claim Language of U.S. | Digital River Secure Sales System   |
|-------|------------------------|---|
| No.   | Patent No. 6,993,572   | http://www.digitalriver.com/dr/v2/ec_MAIN.Entry10?PN=1&SP=10023&V1=19980; [DR012586];   |
|       |                        | Tympani Development, http://www4.digitalriver.com/digitalriver/tympani/basket2.htm; [DR013400-13401; DR013404-13410];   |
|       |                        | Valley of Fire Software, http://www.digitalriver.com/dr/v2/ec_MAIN.Entry117SP=10039&PN=1; [DR013718-13720];   |
|       |                        | Virtus Corporation, <a href="http://www4.digitalriver/cgi-bin/Tango.cgi/digitalriver/virtus/welcome.qry">http://www4.digitalriver/cgi-bin/Tango.cgi/digitalriver/virtus/welcome.qry</a> ; [DR013998-14003; DR014005-14007]; |
|       |                        | Jan's Journeys, http://www3.digitalriver/cgi-bin/Tango.cgi/esd/Webering/insertitem.qry?_UserReference=; [DR014211];   |
|       |                        | Wheeler Arts, http://www.digitalriver.com/dr/v2/ec_MAIN.Entry/SID=748&SP=10007&CID=0; [DR014452-14453];   |
|       |                        | Whirlwind Technologies, http://www3.digitalriver.com/cgi-bdigitalriver/whirlwind/welcome.gry; [DR014553-14555];   |
|       |                        | Wilson Learning Corporation, https://www.digitalriver.com/dr/v2/ec_MAIN.Entry97SP=10039&PN=1&s1=; [DR014746-14747];   |
|       |                        | Wilson Learning Corporation, https://www.digitalriver.com/dr/v2/ec_MAIN.Entry117SP=10039&PN=1; [DR014794];  |
|       |                        | Cyber 411, http://www3.digitalniver.com/cgi-b2AC16A60DCD29&function=search_prod; [DR015415];  |
|       |                        | Encore Multimedia, https://www.digitalriver.com/v2c MAIN.Entry9?SP=10039&PN=1&s1=; [DR015956];  |
|       |                        | Extensis PhotoTools, http://www3.digitalriver.com/cgi-b8FAASAEAB59B66B0&detail=phototools; [DR016261-16268; DR016300-16305];  |

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| Claim<br>No. | Claim Language of U.S.<br>Patent No. 6,993,572 | Digital River Secure Sales System  |
|--------------|--|--|
|              |  | Peach Systems, http://www/digitalriver.com/dr/v2/ec_MAIN.Entrv10?PN=1&SP=10023&v1=114/9; [DR016499];                   |
|              |  | Peak Technology Ltd., http://www.dtigitalriver.com/v20/plsqi/ec_Main.Entry/SP=10007&SID=15003&CID=0; [DR016550-16552]; |
|              |  | PIM Sarl, https://www.dipitalniver.com/dr/v2/ec. MAIN.Entry117SP=10039&PN=1; [DR016751; DR016754-16755];               |
|              |  | PY Software, Inc., http://www.digitalriver.com/dr/v2/ec_MAIN.Entry107PN=1&SP=10023&V1=20061; [DR017056];               |
|              |  | RBC, Inc.; https://www.digitalriver.com/v2c_MAIN.Entry9?SP=10039&PN=1&s1=; [DR017278];                                 |
|              |  | JP Software, Inc., http://www3.digitalriver.com/cgi-bin/Tango.cgi/digitalriver/ipsoft/welcome.grv; [DR018176];         |
|              |  | Sonera Technologies, http://www3.digitalriver.com/cgi-bin/Tango6.cgi/esd/sonera/welcome.qry; [DR018642];               |
|              |  | DisplayMate for Windows, http://www3.digitalniver.com/cgi-bim/Tangerence=2BD41D0878A00990∏=STD-60001-A1; [DR018643];   |
|              |  | Southern Software, Inc., http://www.digitalriver.com/driv2/ec_MAIN Entry10?PN=1&SP=10023&V1=19092; [DR018660];         |
|              |  | Spectrum Unlimited, http://www.digitalriver.com/dr/v2/ec_Main.Entry/SP=10007&SID=399&CID=0&CUR=840; [DR019032];        |
|              |  | Cat Computer Services (P) Ltd.,  |

Comparison of U.S. Patent No. 6,993,572 and Digital River Secure Sales System Prior Art

| Claim<br>No. | Claim Language of U.S.<br>Patent No. 6.993.572 | Digital River Secure Sales System   |
|--------------|--|---|
|              |  | https://www.digitalriver.com/v2c_MAIN.Entry9?SP=10039&PN=1&s1=; [DR019161];   |
|              |  | Cloud Dragon Designs, http://www.digitalriver.com/v20IN Entry11?sp=10007&PN=1&xid=57: [DR019348];                           |
|              |  | Cloud Dragon Designs, http://www3.digitalrivet.com/cgi-bin/Ta_ence=EECF0FF7BC4E7715&function=continue; [DR019354-19357];    |
|              |  | QRSMusic, https://www.digitalriver.com/v2c_MAIN.Entry9?SP=10039&PN=1&s1=; [DR020394];                                       |
|              |  | QRSMusic, http://www3.digitalriver.com/cgi-bin/Tango.cgi/ead/QRSMusic/welcome.grv?; [DR020395-20398];                       |
|              |  | PHD Computer Consultants Ltd.,<br>https://www.digitalriver.com/drt/x2/ec_main.entry?sp=10007&cid=0&sid=237; [DR020584];     |
|              |  | ParaMind, http://www.digitalriver.com/v2e_MAIN.Entrv97SP=10039&PN=1&s1=; [DR020638];  |
|              |  | Cyber 411, http://www3.digitalriver.com/cgi-b2AC16A60DCD29&function=search_prod; [DR020696];                                |
|              |  | Fixed It! Software, https://www.digitalriver.com/v2_c_MAIN.Entry9?SP=10039&PN=1&s1=; [DR020730];                            |
|              |  | Forward Design, https://www.digitalniver.com/v2c MAIN.Entry9?SP=10039&PN=1&s1=; [DR020807];                                 |
|              |  | Global Majic Software, Inc., http://www3.digitalriver.com/cgi-bin/Tango.cgi/digitalriver/gms/welcome.qry; [DR020915-20916]; |
|              |  | Global Majic Software, Inc., https://www.digitalriver.com/v20/plsql/ec_MAIN.Entry9?SP=10039&PN=1&s1=; [DR020931]            |
|              |  | Global Majic Software, Inc., http://www.digitalriver.com/v20IN.Entry/SID=129&SP=10007&CID=0;                                |

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## Comparison of U.S. Patent No. 6,993,572 and Digital River Secure Sales System Prior Art

| Claim<br>No. | Claim Language of U.S.<br>Patent No. 6,993,572 | Digital River Secure Sales System  |
|--------------|--|--|
|              | 14000 000 000000 a                             | [DR020932-20933];  |
|              |  | IDM Computer Services, https://www.digitalriver.com/v2_c_MAIN.Entry9?SP=10039&PN=1&s1=; [DR021425];                    |
|              |  | Incline Software, LC,/ec_MAIN_Entry/SP=10007&SID=30196&CID=0&CUR=840&DSP=0&PGRP=0&CACHE_ID; [DR021508];                |
|              |  | Innovation Multimedia, https://www.digitalriver.com/v2c_MAIN.Entry97SP=10339&PN=1&s1=: [DR021688];                     |
|              |  | Intelligent Technologies, https://www.digitalriver.com/v2_c_MAIN.Entry97SP=10039&PN=1&s1=: [DR021824];                 |
|              |  | InterDimensions Corp., https://www.digitalriver.com/v2c MAIN.Entry97SP=10039&PN=1&s1=; [DR021884];                     |
|              |  | IrwinWare, http://www.digitalri/ec_MAIN Entry17e/SP=16007&PN=5&CID=0&SID=\$46&PID=24147; [DR021996];                   |
|              |  | Olympus America, Inc., http://www.digitatriver.com/dr/v2/ec_MAIN Entry/SP=10007&SID=64&CID=0: [DR022112-22116];        |
|              |  | Omnibus Typografi, http://www.digitalriver.com/dr/v2/ec MAIN.Entry/SID=405&SP=10007&CID=0; [DR022212];                 |
|              |  | Open Window Software, https://www.digitalriver.com/v2c_MAIN Entry97SP=10039&PN=1&s1=; [DR022232];                      |
|              |  | FileStream.com. Inc.,<br>http://www.digitalriv/ec_MAIN.Entryl.7c?SP=10007&PN=5&CID=0&SID=124&PID=18660;<br>IDR0222911; |

## Comparison of U.S. Patent No. 6,993,572 and Digital River Secure Sales System Prior Art

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| Claim<br>No. | Claim Language of U.S.<br>Patent No. 6.993.572 | Digital River Secure Sales System   |
|--------------|--|---|
|              |  | FileStream.com, Inc., http://www.digitalriv/ec MAIN.Entry17e?SP=10007&PN=5&CID=0&SID=124&PID=18267; [DR022295-22296];             |
|              |  | Parthenon Development Corp., https://www.digitairiver.com/dr/v2/ec_MAIN.Entry117SP=10039&PN=1; [DR022379];                        |
|              |  | DTP Direct, https://www.digitairiver.com/dr/v2/ee_MAIN.Entry11?SP=10039&PN=1; [DR022396];   |
|              |  | KH Software Development, http://www.digitalriver.com/dr/v2/10007&PN=5&CID=0&SID=912&PID=20301; [DR022595];                        |
|              |  | KnoWare, Inc., wysiwyg://178/https://www.digitalrr/v2/ec_MAIN.Entry117SP=10039&PN=1: [DR022645];                                  |
|              |  | KnoWare, Inc., http://www3.digitalriver.com/cgi-bc/itemdetail.qrv?prod=KWI-60001-D]; [DR022671-22672];                            |
|              |  | Lateral Technologies, https://www.digitalriver.com/v2e MAIN Entry9?SP=10039&PN=1&s1=; [DR022714];                                 |
|              |  | LatticeWork Software, http://www.digitalriver.com/dr/v2/ee_MAIN.Entry17e/SP=10007&PN=5&CID=0&SID=255&PID=11972; [DR022732-22733]; |
|              |  | Live Picture, http://www3.digitalriver.com/cgalriver/livepicture/welcome.gry; [DR023055];   |
|              |  | Live Picture, http://www3.digitalriver.com/di UserReference=D39AE4981060E05E; [DR023056-23057];                                   |
|              |  | http://www3.digitalriver.com/di&citem=LP1-5000-A1&Version=WIN95; [DR023058];  |

| Claim<br>No. | Claim Language of U.S.<br>Patent No. 6,993,572 | Digital River Secure Sales System   |
|--------------|--|---|
|              |  | http://www3.digitalriver.com/diE05E&function=formℴ=113646; [DR023059];  |
|              |  | WinSite, http://www.digitalriver.com/dr/v2/ec_MAIN.Master, [DR023093; DR023095];                              |
|              |  | DTP Direct, http://www.digitalriver.com/dre_MAIN.Entry9?SP=10039&PN=1&s1=; [DR023202];                        |
|              |  | M.Casco Associates, https://www.digitalriver.com/v2c_MAIN.Entry97SP=10039&PN=1&s1=: [DR023236];               |
|              |  | Mach5 Software, https://www.digitalriver.com/v2_c_MAIN_Entry97SP=10039&PN=1&s1=; [DR023264];                  |
|              |  | MacPE4K, http://www.digitalriver.com/dr/v2/ec MAIN Entrv17e?SP=10007&PN=5&CID=0&SID=37&PID=9749; [DR023328];  |
|              |  | Magic Software, http://www.digitalrive_ver/magic3/welcome.gry; [DR023359];                                    |
|              |  | Markus Friberg Data, https://www.digitalriver.com/v2c_MAIN.Entry97SP=10039&PN=1&s1=; [DR023404];              |
|              |  | Matchup Sports, https://www.digitalriver.com/v2c MAIN.Entry97SP=10039&PN=1&s1=; [DR023442];                   |
|              |  | Medea International Limited, http://www.digitalriver.com/dr/v2/ec_MAIN.Master; [DR023746];                    |
|              |  | KittyHawk Software, Inc., http://www3.digitalriver.com/cgi-bwk/itemdetail.qry?prod=KH-60002-A1; [DR023884];   |
|              |  | Mercury Interactive Corp., https://www.digitalriver.com/v2_i/ec_Main.Butryl17SP=10039&PN=1; [DR023887-23888]; |
|              |  | Morpheus Software, https://www.digitalriver.com/v2c_MAIN.Entry97SP=10039&PN=1&s1=; [DR024342];                |

|              | Comparison                                     | of U.S. Patent No. 6,993,572 and Digital River Secure Sales System Prior Art  |
|--------------|--|---|
| Claim<br>No. | Claim Language of U.S.<br>Patent No. 6,993,572 | Digital River Secure Sales System   |
|              |  | DTP Direct, https://www.digitalriver.com/drc_MAIN.Entry9?SP=10039&PN=1&s1=; [DR024360];   |
|              |  | M & R Technologies, Inc., https://www.digita/river.com/v2c_MAIN.Entry97SP=10039&PN=1&s1=; [DR024369]; MSI Software, Inc., https://www.digita/river.com/v2c_MAIN.Entry97SP=10039&PN=1&s1=; [DR024389]; |
|              |  | DTP Direct, https://www.digitalriver.com/drc MAIN Entry9?SP=10039&PN=1&s1=; [DR024415];   |
|              |  | Mythic Images, https://www.digitalriver.com/v2c_MAINEntry9?SP=10039&PN=1&s1=; [DR024512];   |
|              |  | Mythic Images, https://www.digitalriver.com/v2c MAIN.Entry9?SP=10039&PN=1&s1=; [DR024532];  |
|              |  | NetFormation, Inc., https://www.digitalriver.com/v2_c_MAIN.Entry9?SP=10039&PN=1&s1=; [DR024601];  |
|              |  | NetResults Corporation, https://www.digitalriver.com/v2/ec_MAIN.Entrv117SP=10039&FN=1: [DR024649];  |
|              |  | DTP Direct, https://www.digitalriver.com/dr/v2/ec_MAIN.Entry11?SP=10039&PN=1; [DR024675];   |
|              |  | New Perspective Software, Inc., https://www.digitalriver.com/v2e_MAIN.Entry97SP=10039&PN=1&s1=; [DR024693];   |
|              |  | New Vision Technologies, Inc., https://www.digitalriver.com/v2c MAIN.Entry9?SP=10039&PN=1&s1=; [DR024736];  |
|              |  | NiceTime Entertainment, https://www.digitalriver.com/v2.c_MAIN.Entry92SP=10039&PN=1&s1=; [DR024844];  |
|              |  | Nordic Software, https://www.digitalriver.com/dr/v2/ec_MAIN.Entry11?SP=10039&PN=1; [DR024880];  |
|              |  | 3DP Object Technology, Inc., https://www.digitalriver.com/v2c MAIN Entry97SP=10039&PN=1&s1=;  |

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## Comparison of U.S. Patent No. 6,993,572 and Digital River Secure Sales System Prior Art

| Claim<br>No. | Claim Language of U.S.<br>Patent No. 6,993,572 | Digital River Secure Sales System  |
|--------------|--|--|
|              |  | [DR025125];  |
|              |  | DTP Direct, https://www.digitalriver.com/drc_MAIN.Entry9?SP=10039&PN=1&s1=; [DR025142];                              |
|              |  | A. J. Enterprises, http://www.digitalriver.com/digitalriver/ajent/itemdetail.qry/prod=AJ-001; [DR025445-25446];      |
|              |  | Cyber 411, http://www3.digitalriver.com/cgi-bBASE73D1BF84D&function=search_prod; [DR025637];                         |
|              |  | Apple Mountain Software, https://www.digitalriver.com/v2c_MAIN.Entry97SP=10039&PN=1&s1=; [DR025786];                 |
|              |  | ARCaine Technology, http://www4.digitalriver.com/cgi-bin/Tanion=insert&item=ARC-60012-<br>Al&version=DC; [DR025814]; |
|              |  | ARCaine Technology, http://invl.digitalriver.com/cgi-bin/uncgi/arcaine.htm; [DR025816];                              |
|              |  | ARCaine Technology, http://www4.digitairiver.com/egi-bin/Tango.cgi/digitalriver/arcaine/welcome.q: [DR025821-25823]; |
|              |  | Artheats Software, http://www.digitalriver.com/dr/v2/ec_MAIN.Entry107PN=1&SP=10023&V1=11495; [DR025922];             |
|              |  | Atlanta Computer Resources, https://www.digitalriver.com/v2e_MAIN.Entry9?SP=10039&PN=1&s1=; [DR025990];              |
|              |  | Up To Par, http://www3.digitalriver.com/cgi-bs/itemdetail.qry?prod=AUT-08001-A1; [DR026068];                         |
|              |  | Author Direct Shareware, https://www.digitalrivet.com/v2c MAIN.Entry97SP=10039&PN=1&s1=; [DR026163];                 |
|              |  | Best Effort Software, http://www.digitalriv/ec_MAIN.Entry17e?SP=10007&PN=5&CID=0&SID=81&PID=17937;                   |

Comparison of U.S. Patent No. 6,993,572 and Digital River Secure Sales System Prior Art

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| Claim<br>No. | Claim Language of U.S.<br>Patent No. 6,993,572  | Digital River Secure Sales System   |
|--------------|---|---|
| NO           | Patent No. 6,993,572  | [DR026303];   |
|              |   | Best Effort Software, https://www.digitalriver.com/v2c_MAIN.Entry97SP=10039&PN=1&s1=; [DR026323];   |
|              |   | BuenSoft Co., https://www.digitalriver.com/v2c_MAIN.Entry97SP=10039&PN=1&s1=; [DR026516];   |
|              |   | I <sup>st</sup> Stop, http://www.lstopsoft.com/now2buv.htm; [DR001141-1143];  |
|              |   | ScheduleMaker, http://webarchive.org/web/20000303191644/www.craigsystems.com/;  |
|              |   | [DR026692];   |
|              |   | [DR026693];   |
|              |   | [DR026694];   |
|              |   | [DR026771-DR033425] (source code stored on DR database for constructing e-commerce supported page);   |
|              |   | "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." Digital River Newsletter, February 1998 [DFNDT 0005168]; and |
|              |   | [DFNDT 0005169-5203] (notes by Mr. Dan Conley taken during process of "capturing" the "look and feel description").   |
| 17           | An e commerce outsourcing process comprising the steps of:  | See 13, supra.  |
| 17(a)        | storing a look and feel<br>description associated with<br>a first website in a data store<br>associated with a second<br>website; | See 13(a), supra.   |

| Claim<br>No. | Claim Language of U.S.<br>Patent No. 6,993,572 | Digital River Secure Sales System   |
|--------------|--|---|
|              |  | G., 17(L)   |
| 17(b)        | including within a web page                    | See 13(b), supra.   |
|              | 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                           |   |
| 4=()         | object; and                                    | G 400)  |
| 17(c)        | upon receiving an activation                   | See 13(b), supra.   |
|              | 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.                                 |   |
| 20           | The process of claim 17                        | Welcome to Bitstream, Inc.,   |
|              | wherein the look and feel                      | http://web.archive.org/web/19961019044742/ww2.digitalriver.com/bit/index.html; and as reconstructed   |
|              | description comprises data                     | inserting referenced .gif files; [DR000028-31], [DR000032]; see also Facsimile from Andrea Rizzo of   |
|              | defining a set of                              | Bitstream, Inc., dated January 24, 1997; [DR000080-86] (forwarding copies of individual Digital River |
|              | navigational links, used on                    | maintained pages for Bitstream online ordering system);   |
|              | at least some of the web                       |   |
|              | pages of the first website,                    | Seattle Support Group, http://www.digitalriver.com/digitalriver/Welcome.gry/type=1+id=1001; and       |
|              | each of which links link to                    | http://www.digitalriver.com/digitalriver/insertitem.qry?function=insert&item=CDPLV1-TOTW;             |
|              | specific web pages of the                      | [DR000039-50] (Correspondence from Yasuo Noshiro, dated August 2, 1996);                              |
|              | first website.                                 |   |

Comparison of U.S. Patent No. 6,993,572 and Digital River Secure Sales System Prior Art

| Claim | Claim Language of U.S. | Digital River Secure Sales System  |
|-------|------------------------|--|
| No.   | Patent No. 6,993,572   | I <sup>st</sup> Software, http://www3.digitalriver.com/cgi-bAl&_UserReference=88DE7EC7E9BB083A;<br>[DR000087-88];  |
|       |                        | DTP Direct Software Store, https://www.digitalriver.com/drc MAIN Entry97SP=10039&PN=1&s1=; [DR000091];             |
|       |                        | 2ask Software Store,<br>http://www3.digitalriver.com/cgi-bC958CCE254093&function=search_prod; [DR000094];          |
|       |                        | Buycomp.com, http://www.digitalriver.com/dr/v2/ec_MAIN.Entry107V1=10029&PN=1&xid=5452; [DR000104-111];             |
|       |                        | DTP Direct, http://www4.digitalriver.com/cgi-bin/Tango2.cgi/dealer/dtpdirect/home/gry?1d=1020Relevel=, [DR000112]; |
|       |                        | MICROPROSE; [DR001002-1003];   |
|       |                        | Adaptec, Inc., http://www.digitalriver.com/dr/v2/ec_main.entry?sid=6734&sp=10007/&cid=0; [DR002313];               |
|       |                        | Sapient Software, http://www.digitalriver.com/dt/v2/ec_MAIN_Master; [DR011752-11753];                              |
|       |                        | SFS Software, http://www.digitairiver.com/drl/v2/ec_MAIN_Entry10?PN=1&SP=10023&V1=10652; [DR011948];               |
|       |                        | Ositis Software; https://www.digitalriver.com/dr/v2/ec_MAN_Entry11?SP=19039&PN=1; [DR012171];                      |
|       |                        | Net Nanny; https://www.digitalriver.com/v2_c_MAIN.Entry97SP=10039&PN=1&s1=; [DR012399];                            |
|       |                        | Nesbitt Software Corporation, http://www.digitalriver.com/dr/v2/ec_MAIN.Master; [DR012486-12487];                  |
|       |                        | Sunbow International, Inc.; http://www.digitalriver.com/dr/v2/ec_MAIN.Entry10?PN=1&SP=10023&V1=19980; [DR012586];  |

## Comparison of U.S. Patent No. 6,993,572 and Digital River Secure Sales System Prior Art

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| Claim<br>No. | Claim Language of U.S.<br>Patent No. 6.993,572 | Digital River Secure Sales System  |
|--------------|--|--|
|              |  | Valley of Fire Software, http://www.digitalriver.com/dr/v2/cc_MAIN.Entry11?SP=16039&PN=1; [DR013718-13720];                  |
|              |  | Wheeler Arts, http://www.digitalriver.com/dn/v2/ec_MAIN.Entry/SID=748&SP=10907&CID=0; [DR014452-14453];                      |
|              |  | Wilson Learning Corporation, https://www.digitalriver.com/dn/v2/ec_MAIN_Entry97SP=10039&PN=1&s1=; [DR014746-14747];          |
|              |  | Wilson Learning Corporation, https://www.digitalriver.com/dr/v2/ec_MAIN.Entrv11?SP=10039&PN=1; [DR014794];                   |
|              |  | Cyber 411, http://www3.digitalriver.com/cgi-b2AC16A60DCD29&function=search_prod; [DR015415];                                 |
|              |  | Encore Multimedia, https://www.digitalriver.com/v2_c_MAIN_Entry9?SP=10039&PN=1&s1=; [DR015956];                              |
|              |  | Extensis PhotoTools, http://www3.digitalriver.com/cgi-b8FAA5AEAB39B68B0&detail=phototools; [DR016261-16268; DR016300-16305]; |
|              |  | Peach Systems, http://www.digitalriver.com/dr/v2/ec_MAIN.Entrv10?PN=1&SP=10023&v1=114/9; [DR016499];                         |
|              |  | Peak Technology Ltd., http://www.digitalriver.com/v20/plsqi/ec Main.Entry/SP=10007&SID=15008&CID=0; [DR016550-16552];        |
|              |  | PIM Sarl, https://www.digita/river.com/dn/v2/ec_MAIN.Entry11?SP=10039&PN=1; [DR016751; DR016754-16755];                      |
|              |  | PY Software. Inc., http://www.digitalriver.com/dr/v2/ee_MAIN.Entry10?PN=1&SP=10023&V1=20061; [DR017056];                     |

## Comparison of U.S. Patent No. 6,993,572 and Digital River Secure Sales System Prior Art

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| Claim | Claim Language of U.S. | Digital River Secure Sales System   |
|-------|------------------------|---|
| No.   | Patent No. 6,993,572   | RBC, Inc.: https://www.digitalriver.com/v2c MAIN.Entry9?SP=10039&PN=1&s1=; [DR017278];                            |
|       |                        | RDC, Inc., https://www.auguaniver.com/v2c_mArin.entry9/5r=100596cr1v=1681=, [DR01/2/6],                           |
|       |                        | Southern Software, Inc.,<br>http://www.digitalriver.com/de/v2/ec_MAIN.Entry10?PN=1&SP=10023&V1=19092; [DR018660]; |
|       |                        | Spectrum Unlimited, http://www.digitalriver.com/dr/v2/ce_Main_Entry/SP=10007&SID=399&CID=0&CUR=840; [DR019032];   |
|       |                        | Cat Computer Services (P) Ltd., https://www.digitalriver.com/v2_c_MAIN_Entry99SP=10039&PN=1&s1=; [DR019161];      |
|       |                        | Cloud Drogon Designs, http://www.digitalriver.com/v20IN.Entry117sp=10007&PN=1&xid=57; [DR019348];                 |
|       |                        | QRSMusic, https://www.digitabriver.com/v2c_MAIN.Entry9?SP=10039&PN=1&s1=; [DR020394];                             |
|       |                        | ORSMusic, http://www3.digitalriver.com/cgi-bin/Tango.cgi/esd/ORSMusic/welcome.grv?; [DR020395-20398];             |
|       |                        | ParaMind, http://www.digitalriver.com/v2c MAIN Entry97SP=10039&PN=1&s1=; [DR020638];                              |
|       |                        | Cyber 411, http://www3.digitalriver.com/cgi-b2AC16A60DCD29&function=search_prod; [DR020696];                      |
|       |                        | Fixed It! Software, https://www.digitalriver.com/v2c_MAIN.Entry97SP=10039&PN=1&s1=; [DR020730];                   |
|       |                        | Forward Design, https://www.digitalriver.com/v2e_MAIN.Entry9?SP=10039&PN=1&s1=; [DR020807];                       |
|       |                        | Global Majic Software, Inc., https://www.digitalriver.com/v20/plsql/ec_MAIN.Entry97SP=10039&PN=1&s1=; [DR020931]; |
|       |                        | Global Majic Software, Inc., http://www.digitalriver.com/v20IN Entry/SID=129&SP=10007&CID=0; [DR020932-20933];    |

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| Claim<br>No. | Claim Language of U.S.<br>Patent No. 6,993,572 | Digital River Secure Sales System   |
|--------------|--|---|
|              |  | IDM Computer Services, https://www.digitalriver.com/v2c_MAIN.Entry9?SP=10039&PN=1&s1=; [DR021425];                    |
|              |  | Incline Software, LC,/ee_MAIN_Entry/SP=10007&SID=30196&CID=0&CUR=\$40&DSP=0&PGRP=0&CACHE_ID; [DR021508];              |
|              |  | Innovation Multimedia, https://www.digitalriver.com/v2c MAIN Entry9?SP=10039&PN=1&s1=: [DR021688];                    |
|              |  | Intelligent Technologies, https://www.digitalriver.com/v2_c_MAIN.Entry9?SP=10039&PN=1&s1=; [DR021824];                |
|              |  | InterDimensions Corp., https://www.digits/river.com/v2c_MAIN.Entry97SP=10039&PN=1&s i=: [DR021884];                   |
|              |  | Olympus America, Inc., http://www.digitalriver.com/dr/v2/ec_MAIN Entry/SP=10007&SID=64&CID=0; [DR022112-22116];       |
|              |  | FileStream.com, Inc., http://www.digitalriv/ec_MAIN.Entry17c?SP=10007&PN=5&CID=0&SID=124&PID=18660; [DR022291];       |
|              |  | FileStream.com, Inc., http://www.digitalriv/ec MAIN.Entry17e?SP=10007&PN=5&CID=0&SID=124&PID=18267; [DR022295-22296]; |
|              |  | Parthenon Development Corp., https://www.digitalriver.com/dr/v2/ec_MAIN.Entry11?SP=10039&PN=1; [DR022379];            |
|              |  | DTP Direct, https://www.digitalriver.com/dr/v2/ec_MAIN_Entry11?SP=10039&PN=1; [DR022396];                             |

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### Comparison of U.S. Patent No. 6,993,572 and Digital River Secure Sales System Prior Art

|              | Comparison                                     | 101 0.5. Fatent No. 0,975,572 and Digital River Secure Sales System Frior Art   |
|--------------|--|---|
| Claim<br>No. | Claim Language of U.S.<br>Patent No. 6.993.572 | Digital River Secure Sales System   |
|              |  | KH Software Development, http://www.digitalriver.com/dr/v2/10007&PN=5&CID=0&SID=912&PID=20301; [DR022595];                        |
|              |  | KnoWare, Inc., wysiwyg://178/https://www.digitalrr/v2/ec MAIN.Entryl1?SP=10039&PN=1; [DR022645];                                  |
|              |  | Lateral Technologies, https://www.digitalriver.com/v2c_MAIN.Entry9?SP=10039&PN=1&s1=; [DR022714];                                 |
|              |  | LatticeWork Software, http://www.digitalriver.com/dt/v2/ec_MAIN.Entry17e?SP=10067&PN=5&CID=6&SID=255&PID=11972; [DR022732-22733]; |
|              |  | Live Picture, http://www3.digitalriver.com/cgalriver/livepicture/welcome.gry; [DR023055];   |
|              |  | Live Picture, http://www3.digitalriver.com/diUserReference=D39AE4981060E05E; [DR023056-23057];                                    |
|              |  | http://www3.digitalriver.com/di&item=LP1-5000-A1&Version=WIN95; [DR023058];   |
|              |  | http://www3.digitalriver.com/diE05E&function=formℴ=113646; [DR023059];  |
|              |  | WinSite, http://www.digitalniver.com/dr/v2/ec_MAIN.Master; [DR023093; DR023095];  |
|              |  | DTP Direct, http://www.digitalriver.com/drc MAIN.Entry97SP=16039&PN=1&s1=; [DR023202];  |
|              |  | M.Casco Associates, https://www.digitalriver.com/v2c_MAIN.Entry97SP=10039&PN=1&s1=: [DR023236];                                   |
|              |  | Mach5 Software, https://www.digitalriver.com/v2c MAIN.Entry9?SP=10039&PN=1&s1=; [DR023264];                                       |
|              |  | Markus Friberg Data, https://www.digitairiver.com/v2_c_MAIN Entry9/SP=10039&PN=1&s1=; [DR023404];                                 |

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## Comparison of U.S. Patent No. 6,993,572 and Digital River Secure Sales System Prior Art

| Claim<br>No. | Claim Language of U.S.<br>Patent No. 6,993,572 | Digital River Secure Sales System   |
|--------------|--|---|
|              |  | Matchup Sports, https://www.digitalriver.com/v2.c_MAIN.Entry9?SP=10039&PN=1&s1=; [DR023442];                |
|              |  | Medea International Limited, http://www.divitalriver.com/dr/v2/ec_MAIN.Mester; [DR023746];                  |
|              |  | Mercury Interactive Corp., https://www.digitalriver.com/v2/ec_Main.Entry117SP=10039&PN=1: [DR023887-23888]; |
|              |  | Morpheus Software, https://www.digitalriver.com/v2c_MAIN Entry97SP=10039&PN=1&s1=: [DR024342];              |
|              |  | DTP Direct, https://www.digitalriver.com/drc MAIN.Entry9?SP=10039&PN=1&s1= [DR024360];                      |
|              |  | M & R Technologies, Inc., https://www.digitalriver.com/v2c_MAIN.Eutry9?SP=10039&PN=1&s1=: [DR024369];       |
|              |  | MSI Software, Inc., https://www.digitalriver.com/v2c MAIN Entry97SP=10039&PN=1&s1=; [DR024389];             |
|              |  | DTP Direct, https://www.digitalriver.com/drc MAIN.Entry9?SP=10039&PN=1&s1=; [DR024415];                     |
|              |  | Mythic Images, https://www.digitalriver.com/v2c_MAIN.Entry9?SP=10039&PN=1&s1=; [DR024512];                  |
|              |  | Mythic Images, https://www.digitalriver.com/v2c_MAIN.Entry9?SP=10039&PN=1&s1=; [DR024532];                  |
|              |  | NetFormation, Inc., https://www.digitalriver.com/v2c_MAIN.Entry9?SP=10039&PN=1&s1=: [DR024601];             |
|              |  | NetResults Corporation, https://www.digitalriver.com/v2l/ec_MAIN.Entry11?SP=10039&PN=1; [DR024649];         |
|              |  | DTP Direct, https://www.digitalrivet.com/dn/v2/ec_MAIN Entry11?SP=10039&PN=1; [DR024675];                   |

## Comparison of U.S. Patent No. 6,993,572 and Digital River Secure Sales System Prior Art

| Claim | Claim Language of U.S. | Digital River Secure Sales System   |
|-------|------------------------|---|
| No.   | Patent No. 6,993,572   | Dighai Kiyer Secure Sales System  |
|       |                        | New Perspective Software, Inc.,   |
|       |                        | https://www.digitalriver.com/v2c_MAIN.Entry9?SP=10039&PN=1&s1=; [DR024693];                                     |
|       |                        | New Vision Technologies, Inc., https://www.digitalriver.com/v2_c_MAIN_Entry9/SP=10039&PN=1&s1=; [DR024736];     |
|       |                        | NiceTime Entertainment, https://www.digitalriver.com/v2c_MAIN.Entry97SP=10039&PN=1&s1=; [DR024844];             |
|       |                        | Nordic Softwore, https://www.digitalriver.com/dt/v2/ec_MAIN.Entry11/SP=10039&PN=1; [DR024880];                  |
|       |                        | 3DP Object Technology, Inc., https://www.digitalriver.com/v2c MAIN.Entry9?SP=10039&PN=1&s1=; [DR025125];        |
|       |                        | DTP Direct, https://www.digitairiver.com/drc_MAIN.Entry9?SP=10039&PN=1&s1=; [DR025142];                         |
|       |                        | A. J. Enterprises, http://www.digitalriver.com/digitalriver/aient/itemdetail.grv?prod=AJ-001; [DR025445-25446]; |
|       |                        | Cyber 411, http://www3.digitalriver.com/cgi-bBASE73D1BF84D&function-search_prod; [DR025637];                    |
|       |                        | Apple Mountain Software, https://www.digitalriver.com/v2c MAIN.Entry97SP=10039&PN=1&s1=; [DR025786];            |
|       |                        | ARCaine Technology, http://invl.digitalriver.com/cgi-bin/uncgi/arcaine.htm; [DR025816];                         |
|       |                        | Artbeats Software, http://www.digitalriver.com/dr/v2/ec_MAIN_Entry10?PN=1&SP=10023&V1=11495; [DR025922];        |
|       |                        | Atlanta Computer Resources, https://www.digitalriver.com/v2c_MAIN.Entry97SP=10035&PN=1&s1=: [DR025990];         |
|       |                        | Author Direct Shareware, https://www.digitalriver.com/v2c MAIN.Entry9?SP=10039&PN=1&s1=;                        |

| Claim | Claim Language of U.S.        | Digital River Secure Sales System   |
|-------|-------------------------------|---|
| No.   | Patent No. 6,993,572          | 9   |
|       |                               | [DR026163];   |
|       |                               |   |
|       |                               | Best Effort Software, https://www.digitalriver.com/v2c_MAIN.Entry97SP=10039&PN=1&s1=; [DR026323];     |
|       |                               | BuenSoft Co., https://www.digitalriver.com/v2c_MAIN.Entry97SP=10039&PN=1&s1=; [DR026516];             |
|       |                               | I <sup>st</sup> Stop, http://www.lstopsoft.com/how2buy.htm; [DR001141-1143];                          |
|       |                               | ScheduleMaker, http://webarchive.org/web/20000303191644/www.craigsystems.com/;                        |
|       |                               | [DR026692];   |
|       |                               | [DR026693]; and   |
|       |                               | [DR026694].   |
| 21    | The process of claim 17       | Welcome to Bitstream, Inc.,   |
|       | wherein the look and feel     | http://web.archive.org/web/19961019044742/ww2.digitalriver.com/bit/index.html; and as reconstructed   |
|       | description comprises data    | inserting referenced .gif files; [DR000028-31], [DR000032]; see also Facsimile from Andrea Rizzo of   |
|       | defining: a) a logo           | Bitstream, Inc., dated January 24, 1997; [DR000080-86] (forwarding copies of individual Digital River |
|       | associated with and           | maintained pages for Bitstream online ordering system);   |
|       | displayed on at least some    |   |
|       | of the web pages of the first | Seattle Support Group, http://www.digitalriver.com/digitalriver/Welcome.gry?type=f+id=1001; and       |
|       | website; b) a color scheme    | http://www.digitalriver.com/digitalriver/insertitem.qry?function=insert&item=CDPLV1-TOTW;             |
|       | used on at least some of the  | [DR000039-50] (Correspondence from Yasuo Noshiro, dated August 2, 1996);                              |
|       | web pages of the first        |   |
|       | website; c) a page layout     | 1st Software, http://www3.digitalriver.com/cgi-bA1& UserReference=88DE7EC7E9BB083A;                   |
|       | used on at least some of the  | [DR000087-88];  |
|       | web pages of the first        |   |
|       | website; and d) navigational  | Ronn Scott, Inc. Software Store,  |
|       | links, used on at least some  | http://www.digitalriver.com/dr/v2/ec_MAIN.Entry107PN=1&SP=10023&V1=10295; [DR000089];                 |
|       | of the web pages of the first |   |
|       | website, each of which links  | Arrow Publishing Software Store,  |

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## Comparison of U.S. Patent No. 6,993,572 and Digital River Secure Sales System Prior Art

| Claim<br>No, | Claim Language of U.S.<br>Patent No. 6,993,572      | Digital River Secure Sales System  |
|--------------|---|--|
|              | link to specific web pages<br>of the first website. | https://www.digitalriver.com/v2c MAIN.Entry9?SP=10039&PN=1&s1=; [DR000090];  |
|              | 07 447 4400 # 40044                                 | DTP Direct Software Store, https://www.digitalriver.com/drc_MAIN.Entry97SP=10039&PN=1&s1=; [DR000091];   |
|              |   | Integratech Software Software Store,<br>https://www.digitalriver.com/v2c_Main.Entry9?SP=10039&PN=1&s.l=; [DR000092];   |
|              |   | Innovation Multimedia Software Store, https://www.digitslriver.com/v2e, MAIN Entry97SP=10039&PN=1&s1=; [DR000093];   |
|              |   | 2ask Software Store, http://www3.digitalriver.com/cgi-bC95SCCE2S4093&function=search_prod; [DR000094];   |
|              |   | North Beach Labs Software Store,<br>http://www.digitalriver.com/dr/v2/ee_MAIN.Entry?SP=10007&CID=0&SID=66; [DR000095];   |
|              |   | Welcome to Blue Byte Software, Inc. Ordering System,<br>http://www3.digitalriver.com/cgi-bin/Tango.cgi/esd/Blubvte/welcome.qpy; [DR000096-97];   |
|              |   | Auto F/X Corporation Software Store,<br>http://www.digitalriver.com/dr/v2/ee_main.entry?sp=10007&cid=0&cid=29; [DR000098-100];   |
|              |   | SFS Software Software Store, http://www.digitalriver.com/dr/v2/ec_MAIN_Entry107PN=1&SP=10023&V1=10952; [DR000101];   |
|              |   | Sapient Software Software Store, http://www.digitalriver.com/dr/v2/ee_MAIN_Master_[DR000102-103]; Buycomp.com, http://www.digitalriver.com/dr/v2/ee_MAIN_Entry107V1=10029&PN=1&xid=5452; [DR000104-111]; |
|              |   | DTP Direct, http://www4.digitalriver.com/egi-bin/Tango2.cgi/dealer/dtpdirect/home/qry?1d=1020&level [DR000112];  |

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## Comparison of U.S. Patent No. 6,993,572 and Digital River Secure Sales System Prior Art

| Claim<br>No. | Claim Language of U.S.<br>Patent No. 6.993,572 | Digital River Secure Sales System   |
|--------------|--|---|
|              |  | Lucia Font Family, http://www.3digitalriver.com/cgi-<br>bin/Tango3.cgi/digitalriver/vandy/setdetail.qry?set=Lucid2; [DR000113-115]; |
|              |  | Digital River Proposal Summary, April 29, 1998, Figures 1, 2; [DR000066-72];  |
|              |  | MICROPROSE; [DR001002-1003];  |
|              |  | Adaptec, Inc., http://www.digitalriver.com/dr/v2/ec main.entry?sid=6734&sp=10007/&cid=0; [DR002313];                                |
|              |  | Sapient Software, http://www.digitalriver.com/dr/v2/ec_MAIN.Master; [DR011752-11753];   |
|              |  | SFS Software, http://www.digitalriver.com/dr/v2/ec_MAIN.Entry107PN=1&SP=10023&V1=10952; [DR011948];                                 |
|              |  | Ositis Software; https://www.digitairiver.com/dr/v2/ec_MAIN.Entry[17SP=10039&PN=1; [DR012171];                                      |
|              |  | Net Namny; https://www.digitalriver.com/v2c MAIN.Entrv9?SP=10039&PN=1&s1=; [DR012399];  |
|              |  | Nesbitt Software Corporation, http://www.digitalriver.com/dr/v2/ec_MAIN.Master; [DR012486-12487];                                   |
|              |  | Sunbow International, Inc.; http://www.digitalriver.com/dr/v2/ec_MAIN.Entry10?PN=1&SP=10023&V1=19980; [DR012586];                   |
|              |  | Tympani Development, http://www.4.digitalriver.com/digitalriver/tympani/basket2.htm; [DR013400-13401; DR013404-13410];              |
|              |  | Valley of Fire Software, http://www.digitairiver.com/dr/v2/ec_MAIN.Entry11?SP=10039&PN=1; [DR013718-13720];                         |
|              |  | Virtus Corporation, http://www.4.digita/river/cgi-bin/Tango.cgi/digitalriver/virtus/welcome.qry; [DR013998-14003; DR014005-14007];  |
|              |  | Jan's Journeys,   |

## Comparison of U.S. Patent No. 6,993,572 and Digital River Secure Sales System Prior Art

| Claim<br>No. | Claim Language of U.S.<br>Patent No. 6,993,572 | Digital River Secure Sales System  |
|--------------|--|--|
|              |  | http://www3.digitalriver/cgi-bin/Tango.cgi/esd/Webering/insertitem.qry?_UserReference=; [DR014211];                          |
|              |  | Wheeler Arts, http://www.digitalriver.com/dr/v2/ec_MAIN.Entry?SID=748&SP=10007&CID=0: [DR014452-14453];                      |
|              |  | Whirlwind Technologies, http://www3.digitalriver.com/cgi-bdigitalriver/whirlwind/welcome.ary; [DR014553-14555];              |
|              |  | Wilson Learning Corporation, https://www.digitalriver.com/dr/v2/ee_MAIN_Entry97SP=10039&PN=1&s1=; [DR014746-14747];          |
|              |  | Wilson Learning Corporation, https://www.digitalriver.com/dr/v2/ec_MAIN.Entry11?SP=10039&PN=1; [DR014794];                   |
|              |  | Cyber 411, http://www3.digitalriver.com/cgi-b2AC16A60DCD29&function=search_prod; [DR015415];                                 |
|              |  | Encore Multimedia, https://www.digitalriver.com/v2c MAIN.Entry9?SP=10039&PN=1&s1=: [DR015956];                               |
|              |  | Extensis PhotoTools, http://www3.digitalriver.com/cg:-b8FAA5AEAB59B66B0&detail=phototools; [DR016261-16268; DR016300-16305]; |
|              |  | Peach Systems, http://www/digitalriver.com/dr/v2/cc_MAIN.Entry107PN=1&SP=16923&v1=114/9; [DR016499];                         |
|              |  | Peak Technology Ltd.,<br>http://www.digitalriver.com/v20/plsq/lec_Main.Entry?SP=10007&SID=15008&CiD=0; [DR016550-16552];     |
|              |  | PIM Sarl, https://www.digitalriver.com/dr/v2/ec_MAIN.Entry11/SP=10639&PN=1; [DR016751; DR016754-16755];                      |
|              |  | PY Software, Inc., http://www.digitalriver.com/dr/v2/ec_MAIN.Entry10?PN=1&SP=10023&V1=20061;                                 |

| Claim<br>No. | Claim Language of U.S.<br>Patent No. 6,993,572 | Digital River Secure Sales System   |
|--------------|--|---|
|              |  | [DR017056];   |
|              |  | RBC, Inc., https://www.digitalriver.com/v2c_MAIN.Entry9?SP=10039&PN=1&s1=; [DR017278];  |
|              |  | JP Software, Inc., http://www3.digitalriver.com/cgi-bin/Tango.cgi/digitalriver/ipsoft/welcome.qry; [DR018176];  |
|              |  | Sonera Technologies, http://www3.digitalriver.com/cgi-bin/Tango6.cgi/esd/sonera/we/come.gry; [DR018642];  |
|              |  | DisplayMate for Windows, http://www3.digitalriver.com/egi-bin/Tangerence=2BD41D0878A00990∏=STD-60001-A1; [DR018643];  |
|              |  | Southern Software, Inc., http://www.digitalriver.com/dr/v2/ee_MAIN.Entry10?PN=1&SP=10023&V1=19092; [DR018660];  |
|              |  | Spectrum Unlimited, http://www.digitalriver.com/dr/v2/cc_Main.Entry/SP=10007&SID=399&CID=0&CUR=840; [DR019032]; Cat Computer Services (P) Ltd., https://www.digitalriver.com/v2c_MAIN_Entry9/SP=10039&PN=1&s1=; [DR019161]; |
|              |  | Cloud Drogon Designs, http://www.digitalriver.com/v20IN.Entry11?sp=10007&PN=1&xid=57; [DR019348];   |
|              |  | Cloud Drogon Designs, http://www3.digitalriver.com/egi-bin/Ta_ence=EECF0FF7BC4E7715&function=continue; [DR019354-19357];  |
|              |  | QRSMusic, https://www.dizitalriver.com/v2c_MAIN.Entry9?SP=10039&PN=1&s1=; [DR020394];   |
|              |  | QRSMusic, http://www3.digitalriver.com/cgi-bin/Tango.cgi/esd/QRSMusic/welcome.gpv2: [DR020395-20398];   |

Comparison of U.S. Patent No. 6,993,572 and Digital River Secure Sales System Prior Art

| Commonwea    | EL T. ST.                                      |   |
|--------------|--|---|
| Claim<br>No. | Claim Language of U.S.<br>Patent No. 6.993.572 | Digital River Secure Sales System   |
|              | 3.860H-570-10/250474                           | PHD Computer Consultants Ltd.,<br>https://www.digitalriver.com/dr/v2/ec main.entry?sp=[0007&cid=0&sid=237; [DR020584];      |
|              |  | ParaMind, http://www.digitairiver.com/v2_c_MAIN Entry97SP=10039&PN=1&s1=; [DR020638];                                       |
|              |  | Cyber 411, http://www3.digitalriver.com/cgi-b2AC16A60DCD29&function=search_prod; [DR020696];                                |
|              |  | Fixed It! Software, https://www.digitalriver.com/v2_c_MAIN.Entry9?SP=19039&PN=1&s1=; [DR020730];                            |
|              |  | Forward Design, https://www.digitalriver.com/v2c MAIN.Entry9?SP=10039&PN=1&s1=; [DR020807];                                 |
|              |  | Global Majic Software, Inc., http://www3.digitalriver.com/cgi-bin/Tango.cgi/digitalriver/gms/welcome.gry; [DR020915-20916]; |
|              |  | Global Majic Software, Inc., https://www.digitalriver.com/v20/plsq/lec_MAIN.Entry97SP=10039&PN=1&s1=; [DR020931];           |
|              |  | IDM Computer Services, https://www.digitalriver.com/v2c_MAIN.Entrv97SP=16039&PN=1&s1=; [DR021425];                          |
|              |  | Incline Software, LC,   |
|              |  | Innovation Multimedia, https://www.digitairiver.com/v2c_MAIN Entry97SP=10039&PN=1&sl=; [DR021688];                          |
|              |  | Intelligent Technologies, https://www.digitairiver.com/v2_c_MAIN.Entry97SP=10039&PN=1&s1=; [DR021824];                      |
|              |  | InterDimensions Corp., https://www.digitalriver.com/v2c MAIN:Entry97SP=10039&PN=1&s1=;                                      |

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## Comparison of U.S. Patent No. 6,993,572 and Digital River Secure Sales System Prior Art

| Claim<br>No. | Claim Language of U.S.<br>Patent No. 6.993,572 | Digital River Secure Sales System  |
|--------------|--|--|
| 1411         | 1 atent 100, 0,793,714                         | [DR021884];  |
|              |  | IrwinWare, http://www.digitalri/ee_MAIN.Entry17c/SP=10007&PN=5&CID=0&SID=546&PID=24147; [DR021996];  |
|              |  | Olympus America, Inc., http://www.digitalriver.com/dr/v2/ee_MAIN.Entry?SP=10007&SID=64&CID=0; [DR022112-22116];  |
|              |  | Omnibus Typografi, http://www.digitalriver.com/dr/v2/ec_MAIN_Entry/SID=405&SP=10007&CID=0; [DR022212];   |
|              |  | Open Window Software, https://www.digitalriver.com/v2c MAIN.Entry9?SP=10039&PN=1&s1=; [DR022232];  |
|              |  | FileStream.com, Inc., http://www.digitalriv/ec MAIN.Entry17e?SP=10007&PN=5&CID=0&SID=124&PID=18660; [DR022291];  |
|              |  | FileStream.com, Inc., http://www.digitalriv/ec MAIN.Entry17c?SP=10007&PN=5&CID=0&SID=124&PID=18267; [DR022295-22296];  |
|              |  | Parthenon Development Corp., https://www.digitalriver.com/dr/v2/ec_MAIN.Entry11?SF=10039&PN=1; [DR022379];   |
|              |  | DTP Direct, https://www.digitalriver.com/dtr/v2/ee_MAIN.Entry11?SP=10039&PN=1; [DR022396]; KH Software Development, http://www.digitalriver.com/dtr/v2/10007&PN=5&CID=0&SID=912&PID=20301; [DR022595]; |
|              |  | KnoWare, Inc., wysiwyg://178/https://www.digitalrr/v2/ec_MAIN.Entryl17SP=10039&PN=1; [DR022645];   |
|              |  | KnoWare, Inc., http://www3.digitalriver.com/cgi-bc/itemdetail.gry?prod=KWI-60001-D1; [DR022671-  |

Comparison of U.S. Patent No. 6,993,572 and Digital River Secure Sales System Prior Art

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| Claim | Claim Language of U.S. | Digital River Secure Sales System   |
|-------|------------------------|---|
| No.   | Patent No. 6,993,572   | 22672];   |
|       |                        | Lateral Technologies, https://www.digitairiver.com/v2_c_MAIN_Entry9?SP=10039&PN=1&s1=; [DR022714];                                |
|       |                        | LatticeWork Software, http://www.digitalriver.com/dtrlv2/ec_MAIN Entry17c/SP=10007&PN=5&CID=0&SID=255&PID=11972 [DR022732-22733]; |
|       |                        | Live Picture, http://www3.digitalriver.com/cgalriver/livepicture/welcome.gry; [DR023055];   |
|       |                        | Live Picture, http://www3.digitalriver.com/di UserReference=D39AE4981060E05E; [DR023056-23057];                                   |
|       |                        | http://www3.digitalriver.com/di_&item=LP!-5000-A1&Version=WIN95; [DR023058];  |
|       |                        | http://www3.digitalriver.com/diE05E&function=formℴ=113646; [DR023059];  |
|       |                        | WinSite, http://www.digitairiver.com/dr/v2/ee_MAIN.Master, [DR023093; DR023095];  |
|       |                        | DTP Direct, http://www.digitalriver.com/drc MAIN.Entrv9?SP=10039&PN=1&s1=; [DR023202];  |
|       |                        | M.Casco Associates, https://www.digitalriver.com/v2c_MAIN.Entry9?SP=10039&PN=1&s1=; [DR023236];                                   |
|       |                        | Mach5 Software, https://www.digitalriver.com/v2c_MAIN.Entry5?SP=10039&PN=1&s1=; [DR023264]  |
|       |                        | MacPEAK, http://www.digitalriver.com/dr/v2/ec MAIN.Entryl7c?SP=10007&PN=5&CID=0&SID=37&PID=9749; [DR023328];                      |
|       |                        | Magic Software, http://www.digitalrivever/magic3/welcome.gry; [DR023359];   |

| Claim<br>No. | Claim Language of U.S.<br>Patent No. 6,993,572 | Digital River Secure Sales System   |
|--------------|--|---|
|              | 14040 100 0000000                              | Markus Friberg Data, https://www.digitalriver.com/v2c_MAIN.Entry97SP=10039&PN=1&s1=;<br>[DR023404];   |
|              |  | Matchup Sports, https://www.digitalriver.com/v2c MAIN.Entry9?SP=10039&PN=1&s1=; [DR023442];   |
|              |  | Medea International Limited, <a href="http://www.digitalriver.com/dr/v2/ec_MAIN.Master">http://www.digitalriver.com/dr/v2/ec_MAIN.Master</a> ; [DR023746];<br>KittyHawk Software, Inc., <a href="http://www3.digitalriver.com/cgi-bwk/itemdetail.gry?prod=KH-60002-A1">http://www3.digitalriver.com/cgi-bwk/itemdetail.gry?prod=KH-60002-A1</a> ; [DR023884]; |
|              |  | Mercury Interactive Corp., https://www.digitalriver.com/v2/ec_Main.Entryl17SP=10039&PN=1; [DR023887-23888];   |
|              |  | Morpheus Software, https://www.digitalriver.com/v2c MAIN.Entry9?SP=10039&PN=1&s1=: [DR024342];  |
|              |  | DTP Direct, https://www.digitalriver.com/drc_MAIN.Entry9?SP=10039&PN=1&s1=; [DR024360];   |
|              |  | M & R Technologies, Inc., https://www.digitalriver.com/v2c MAIN.Entry9?SP=10039&PN=1&s1=; [DR024369];   |
|              |  | MSI Software, Inc., https://www.digitalriver.com/v2c MAIN Entry97SP=10039&PN=1&s1=; [DR024389]; DTP Direct, https://www.digitalriver.com/drc MAIN.Entry97SP=10039&PN=1&s1=; [DR024415];   |
|              |  | Mythic Images, https://www.digitalriver.com/v2c MAIN.Entry9'SP=16039&PN=1&s1=; [DR024512];  |
|              |  | Mythic Images, https://www.digitalriver.com/v2c. MAIN:Entry9'SP=10039&PN=1&s1=; [DR024532];   |
|              |  | NetFormation, Inc., https://www.distialriver.com/v2c MAIN.Entry9?SP=10039&PN=1&s1=: [DR024601];   |
|              |  | NetResults Corporation, https://www.digitalriver.com/v2l/ec_MAIN.Entryl1/SP=10039&PN=1; [DR024649];   |

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## Comparison of U.S. Patent No. 6,993,572 and Digital River Secure Sales System Prior Art

| Claim | Claim Language of U.S. | Digital River Secure Sales System  |
|-------|------------------------|--|
| No.   | Patent No. 6,993,572   | -  |
|       |                        | DTP Direct, https://www.digitairiver.com/dr/v2/ec_MAIN.Entry11?SP=16039&PN=1; [DR024675];                            |
|       |                        | New Perspective Software, Inc., https://www.digitalriver.com/v2c_MAIN.Entry9?SP=10039&PN=1&s1=; [DR024693];          |
|       |                        | New Vision Technologies, Inc., https://www.digitalrivet.com/v2c_MAIN.Entry97SP=10039&PN=1&s1=; [DR024736];           |
|       |                        | NiceTime Entertainment, https://www.digitalriver.com/v2_c_MAIN_Entry97SP=10039&PN=1&s1=: [DR024844];                 |
|       |                        | Nordic Software, https://www.digitalriver.com/dr/v2/ee_MAIN.Entry11?SP=10039&PN=1; [DR024880];                       |
|       |                        | 3DP Object Technology, Inc., https://www.digitalriver.com/v2c_MAIN.Entry9?SP=10039&PN=1&s]=: [DR025125];             |
|       |                        | DTP Direct, https://www.digitalriver.com/drc_MAIN.Entry9?SP=10039&PN=1&s1=; [DR025142];                              |
|       |                        | A. J. Enterprises, http://www.digitalriver.com/digitalriver/ajent/itemdetail.qrv?prod=AJ-001; [DR02544S-25446];      |
|       |                        | Cyber 411, http://www3.digitalniver.com/cgi-bBASE73D1BF84D&function=search_prod; [DR025637];                         |
|       |                        | Apple Mountain Software, https://www.digitalriver.com/v2c MAIN Entry9?SP=10039&PN=!&s1=; [DR025786];                 |
|       |                        | ARCaine Technology, http://www4.digitalriver.com/cgi-bin/Tanion-insert&item=ARC-60012:<br>Al&version=DC; [DR025814]; |
|       |                        | ARCaine Technology, http://invl.digitalriver.com/egi-bin/unegi/arcaine.htm; [DR025816];                              |
|       |                        | ARCaine Technology, http://www4.digitalriver.com/cgi-bin/Tango.cgi/digitalriver/arcaine/welcome.q;                   |

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## Comparison of U.S. Patent No. 6,993,572 and Digital River Secure Sales System Prior Art

| Claim<br>No. | Claim Language of U.S.<br>Patent No. 6.993,572 | Digital River Secure Sales System  |
|--------------|--|--|
|              |  | [DR025821-25823];  |
|              |  | Artheats Software, http://www.digitalriver.com/dr/v2/ec_MAIN.Entry107PN=1&SP=10023&V1=11495; [DR025922];       |
|              |  | Atlanta Computer Resources, https://www.digitalriver.com/v2e_MAIN.Entry97SP=10039&PN=1&s1=; [DR025990];        |
|              |  | Up To Par, http://www3.digitalriver.com/cgi-bs/itemdetail.gry?prod=AUT-00001-A1; [DR026068];                   |
|              |  | Author Direct Shareware, https://www.digitalriver.com/v2c_MAIN.Entry9?SP=10039&PN=1&s1=; [DR026163];           |
|              |  | Best Effort Software, http://www.digitalriv/ec_MAIN.Entryl?c?SP=10007&PN=5&CID=0&SID=81&PID=17937; [DR026303]; |
|              |  | Best Effort Software, https://www.digitalriver.com/v2c_MAIN.Entry97SP=10039&PN=1&s1=: [DR026323];              |
|              |  | BuenSoft Co., https://www.digitalriver.com/v2c MAIN.Entrv97SP=10039&PN=1&s1=; [DR026516];                      |
|              |  | I <sup>st</sup> Stop, http://www.lsiopsoft.com/hew2buy.htm; [DR001141-1143];                                   |
|              |  | ScheduleMaker, http://webarchive.org/web/20000303191644/www.craigsystems.com/;                                 |
|              |  | [DR026692];  |
|              |  | [DR026693]; and  |
|              |  | [DR026694].  |
| 23           | The process of claim 17                        | "In addition, Digital River will develop an online store featuring all of EA's products. Like the current EA   |
|              | wherein the commerce                           | Store, users can search by product category, key words, or platform. Product specials or new products of       |

## Comparison of U.S. Patent No. 6,993,572 and Digital River Secure Sales System Prior Art

| Claim<br>No. | Claim Language of U.S.<br>Patent No. 6,993,572  | Digital River Secure Sales System  |
|--------------|---|--|
|              | object is a set of product<br>categories and further<br>comprising accepting search<br>parameters through the           | 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];   |
|              | composite web page and<br>using said parameters to<br>search for specific products<br>within the product<br>categories. | Welcome to Bitstream, Inc., <a href="http://wwb.archive.org/web/19961019044742/ww2.digitalriver.com/bit/index.html">http://wwb.archive.org/web/19961019044742/ww2.digitalriver.com/bit/index.html</a> ; and as reconstructed inserting referenced, gif files; [DR000028-31], [DR000032]; see also Facsimile from Andrea Rizzo of Bitstream, Inc., dated January 24, 1997; [DR000080-86] (forwarding copies of individual Digital River maintained pages for Bitstream online ordering system); |
|              |   | Seattle Support Group, http://www.digitalriver.com/digitalriver/Welcome.gry?type=1+id=1001; and http://www.digitalriver.com/digitalriver/insertitem-qry?function=insert&item=CDPLV1-TOTW; [DR000039-50] (Correspondence from Yasuo Noshiro, dated August 2, 1996);   |
|              |   | I <sup>st</sup> Software, http://www3.digitalriver.com/cgi-bAl&_UserReference=8SDE7EC7E9BB083A;<br>[DR000087-88];  |
|              |   | Buycomp.com, http://www.digitalriver.com/dr/v2/ee_MAIN.Entry10?V1=10029&PN=1&xid=5452; [DR000104-111];   |
|              |   | $\label{eq:decomposition} DTP\ Direct, \ \ http://www4.digitalriver.com/cgi-bin/Tango2.cgi/dealer/dtpd/irect/home/qry/?1d=1020\&level=, \ [DR000112];$   |
|              |   | Digital River Proposal Summary, April 29, 1998, Figure 2; [DR000066-72];   |
|              |   | $\label{eq:definition} \textit{Adaptec, Inc., http://www.digitalriver.com/dr/v2/ec_main.entry?sid=6734\&sp=10007/\&cid=0; [DR002313];}$  |
|              |   | Cyber 411, http://www3.digitalriver.com/cgi-b2AC16A60DCD29&function=search_prod; [DR015415];   |
|              |   | Cyber 411, http://www3.digitalriver.com/cgi-b2AC16A60DCD29&function=search_prod; [DR020696];   |
|              |   | DTP Direct, https://www.digitairiver.com/dr/v2/ec_MAIN.Entry11?SP=10039&PN=1; [DR022396];  |

| Claim<br>No. | Claim Language of U.S.<br>Patent No. 6,993,572 | Digital River Secure Sales System   |
|--------------|--|---|
|              |  | LatticeWork Software, http://www.digitalriver.com/dr/v2/ec_MAIN.Entry17c?SP=10007&PN=5&CID=0&SID=255&PID=11972; [DR022732-22733]; |
|              |  | WinSite, http://www.digitalriver.com/dr/v2/ec_MAIN.Master; [DR023093; DR023095];  |
|              |  | DTP Direct, http://www.digitalriver.com/drc_MAIN.Entry9?SP=10039&PN=1&s1=; [DR023202];  |
|              |  | Medea International Limited, http://www.digitalriver.com/dr/v2/ec. MAIN.Master; [DR023746];                                       |
|              |  | DTP Direct, https://www.digitalriver.com/drc_MAIN_Entry9?SP=10039&PN=1&s1=; [DR024360];   |
|              |  | DTP Direct, https://www.digitalriver.com/drc_MAIN.Entrv9?SP=10039&PN=1&s1=; [DR024415];   |
|              |  | DTP Direct, https://www.digitalriver.com/dr/v2/ee_MAIN.Entryl 17SP=10039&PN=1; [DR024675];  |
|              |  | DTP Direct. https://www.digitalriver.com/drc MAIN.Entry9?SP=10039&PN=1&s1=; [DR025142];   |
|              |  | Cyber 411, http://www3.digitalriver.com/cgi-bBASE73D1BF84D&function=search_prod; [DR025637];                                      |
|              |  | [DR026692];   |
|              |  | [DR026693]; and   |
|              |  | [DR026694].   |

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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"1

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 identified in Defendants' Amended Invalidity Contentions, the asserted claims as described in part below.

| Claim<br>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. |
|              |   | "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.   |
|              |   | Also see column 9, lines 5-51; 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:  a host web page (e.g., http://homearts.com/market/Main/; FIG. 21B; and http://pathfinder.com/; FIG. 11B); and  a link (e.g., label 21B1 in FIG. 21B; and label 11B3 in FIG. 11B).  The link is correlated with a selected commerce object. For example, link 21B1 on the host website shown in FIG. 21C lincludes 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>&</sup>lt;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). [DFNT0000001-00000053]

#### $Comparison \ of the \ U.S.\ Patent\ No.\ 6,993,572\ and\ U.S.\ Patent\ No.\ 6,141,666\ "Method\ and\ system\ for\ customizing\ marketing\ services\ on\ No.\ 6,993,572\ and\ U.S.\ Patent\ No.\ 6,141,666\ "Method\ and\ system\ for\ customizing\ marketing\ services\ on\ No.\ 6,993,572\ and\ U.S.\ Patent\ No.\ 6,141,666\ "Method\ and\ system\ for\ customizing\ marketing\ services\ on\ No.\ 6,993,572\ and\ U.S.\ Patent\ No.\ 6,141,666\ "Method\ and\ system\ for\ customizing\ marketing\ services\ on\ No.\ 6,993,572\ and\ U.S.\ Patent\ No.\ 6,141,666\ "Method\ and\ system\ for\ customizing\ marketing\ services\ on\ No.\ 6,993,572\ and\ U.S.\ Patent\ No.\ 6,141,666\ "Method\ and\ system\ for\ customizing\ marketing\ services\ on\ No.\ 6,993,572\ and\ U.S.\ Patent\ No.\ 6,141,666\ "Method\ and\ system\ for\ customizing\ marketing\ services\ on\ No.\ 6,993,572\ and\ U.S.\ Patent\ No.\ 6$ networks communicating with hypertext tagging conventions

| Claim<br>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 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).  |
|              |   | "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. |
|              |   | "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.  |
|              |   | "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.  |
|              |   | "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.   |

## $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\ No.\ 6,141,666\ "Method\ and\ system\ for\ customizing\ marketing\ services\ on\ No.\ 6,141,666\ "Method\ and\ system\ for\ customizing\ marketing\ services\ on\ No.\ 6,141,666\ "Method\ and\ system\ for\ customizing\ marketing\ services\ on\ No.\ 6,141,666\ "Method\ and\ system\ for\ customizing\ marketing\ services\ on\ No.\ 6,141,666\ "Method\ and\ system\ for\ customizing\ marketing\ services\ on\ No.\ 6,141,666\ "Method\ and\ system\ for\ customizing\ marketing\ services\ on\ No.\ 6,141,666\ "Method\ and\ system\ for\ customizing\ marketing\ services\ on\ No.\ 6,141,666\ "Method\ and\ system\ for\ customizing\ marketing\ services\ on\ No.\ 6,141,666\ "Method\ and\ system\ for\ customizing\ marketing\ services\ on\ No.\ 6,141,666\ "Method\ and\ system\ for\ customizing\ marketing\ services\ on\ No.\ 6,141,666\ "Method\ and\ system\ for\ customizing\ marketing\ services\ on\ No.\ 6,141,666\ "Method\ and\ system\ for\ customizing\ marketing\ services\ on\ No.\ 6,141,666\ "Method\ and\ system\ for\ customizing\ marketing\ services\ on\ No.\ 6,141,666\ "Method\ and\ system\ for\ customizing\ marketing\ services\ on\ No.\ 6,141,666\ "Method\ and\ system\ for\ customizing\ marketing\ services\ on\ No.\ 6,141,666\ "Method\ and\ system\ for\ customizing\ services\ on\ No.\ 6,141,666\ "Method\ and\ system\ for\ customizing\ services\ on\ No.\ 6,141,666\ "Method\ and\ system\ for\ customizing\ services\ on\ No.\ 6,141,666\ "Method\ and\ system\ for\ customizing\ services\ on\ No.\ 6,141,666\ "Method\ and\ system\ for\ customizing\ services\ on\ No.\ 6,141,666\ "Method\ and\ system\ for\ customizing\ services\ on\ No.\ 6,141,666\ "Method\ and\ system\ for\ customizing\ services\ on\ No.\ 6,141,666\ "Method\ and\ system\ for\ customizing\ services\ on\ No.\ 6,141,666\ "Method\ and\ system\ services\ on\ No.\ 6,141,666\ "Method\ and\ and\ system\ services\ on\ No.\ 6,1$ networks communicating with hypertext tagging conventions

| Claim<br>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 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.   |
|              |   | "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. |
|              |   | "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 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   |

### 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<br>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 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.  **Also see column 9, lines 5-51; FIGs. 11A-20. |
| 13(b)        | a computer processor coupled to the data store<br>and in communication through the Internet with<br>the host web page and programmed, upon<br>receiving an indication that the link has been<br>activated by a visitor computer in Internet<br>communication with the host web page, to serve | 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 & Gifts website).  |
|              | 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.  | 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 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).                       |
|              |   | "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.   |
|              |   | "Each private label web site has on each page a custom icon that hyperlinks back to<br>the private label partner's web site, a navigation bar that hyperlinks to areas within<br>the private label partner's web site and maintains the look and feel of the partner's   |

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# networks communicating with hypertext tagging conventions

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

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|--------------|---|--|
| Claim<br>No. | Claim Language of U.S. Patent No. 6,993,572 | Relevant Disclosure in U.S. Patent No. 6,141,666 ("the '666 patent")   |
|              |   | web site." Column 12, lines 47-51.   |
|              |   | "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.   |
|              |   | "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.   |
|              |   | "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 pages 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."  |

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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<br>No. | Claim Language of U.S. Patent No. 6.993,572                | Relevant Disclosure in U.S. Patent No. 6,141,666 ("the '666 patent")   |
|--------------|--|--|
| (446)        |  | Column 9, line 63 - column 6, line 7; FIGs. 21C-30.  |
|              |  | "Still referring to FIG. 21C, like the home page image map 101 discussed above, thome 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 labe 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. |
|              |  | Also see column 9, lines 5-51; FIGs. 11A-20.  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, and the selected merchant is the vendor providing 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).  |
| 17           | An e commerce outsourcing process comprising the steps of: | "Although the present invention can be used in many applications which can utili-<br>customization marketing tools unique to client/server communications across varie<br>of communication network structures, the present invention is described in its<br>application to PC Flowers & Gifts, an Internet site providing floral and gift service<br>through Web site pages which are dynamically customized to the requirements of<br>other Internet sites referring clients, e.g., consumers, to the PC Flowers & Gifts W  |

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### $Comparison \ of the \ U.S.\ Patent\ No.\ 6,993,572\ and\ U.S.\ Patent\ No.\ 6,141,666\ "Method\ and\ system\ for\ customizing\ marketing\ services\ on\ Se$ networks communicating with hypertext tagging conventions

| Claim<br>No. | Claim Language of U.S. Patent No. 6,993,572   | Relevant Disclosure in U.S. Patent No. 6,141,866 ("the '666 patent")  |
|--------------|---|---|
|              |   | site pages." Column 5, lines 3-11.  "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.  Also see column 9, lines 5-51; FIGs. 11A-20.   |
| 17(a)        | storing a look and feel description associated with a first website in a data store associated with a second website; | The '666 Patent teaches:  a first website (e.g., http://homearts.com; FIGs. 21A-B; and http://pathfinder.com/; FIGs. 11A-B); and  a second website (e.g., http://homearts.peflowers.com/; FIG. 21C; and http://pathfinder.peflowers.com/; FIG. 11C).  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, and the merchant is the vendor providing the flowers or other products (e.g., FTD (label 301), Nature's Bloom, and Flowers Direct From Grover 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).  "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.  "A typical server platform includes hardware such as a CPU, e.g. Pentium microprocessor, RAM, ROM, hard drive, modern, 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 |

### 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<br>No. | Claim Language of U.S. Patent No. 6,993,572 | Relevant Disclosure in U.S. Patent No. 6.141,666 ("the '666 patent")  |
|--------------|---|---|
|              |   | RDBMS." Column 6, lines 46-53.  "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. IC-10, but which have been customized in accordance with the marketing partner's private label requirements." Column 9, lines 56-62; FIGs. 21A-C.  |
|              |   | "Each private label web site has on each page a custom icon that hyperlinks back to<br>the private label partner's web site, a navigation bar that hyperlinks to areas within<br>the private label partner's web site and maintains the look and feel of the partner's<br>web site." Column 12, lines 47-51.  |
|              |   | "The PC Flowers & Gifts marketing program comprising the floral and gift Web sit pages are dynamically customized in accordance with the participating Internet site 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 We site pages are customized in both a graphic and a content format to take advantage; the consumers [sic] familiarity with the participating Internet site's position in the marketplace, the consumer's rust in the participating Internet site's established bra 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 eac 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 or the Homearts brand name." Column 5, lines 55-60.   |
|              |   | "FIGS. 21C-30 show private label Web site pages that correlate to the PC Flowers.<br>Gifts Web site pages depicted in FIGS. 1C-10. However, the Web site pages of<br>FIGS. 21C-30 are customized with only the marketing partner's brand, Pathfinder<br>[sic]. Referring to the Web site page 2100, shown in FIG. 21C, the client's   |

### 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<br>No. | Claim Language of U.S. Patent No. 6,993,572   | Relevant Disclosure in U.S. Patent No. 6,141,666 ("the '666 patent")  |
|--------------|---|---|
|              |   | familiarity with the marketing partner's brand is reinforced through the use of a full customized header 2116, "Homearts Flowers & Gifts", and a fully customized foot 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.   |
|              |   | "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 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. |
|              |   | Also see column 9, lines 5-51; FIGs. 11A-20.  |
| 17(b)        | including within a web page of the first website,<br>which web page has a look and feel substantially<br>corresponding to the stored look and feel<br>description, a link correlating the web page with<br>a commerce object; and | The '666 Patent teaches:  a web page (http://homearts.com/market/Main/; FIG. 21B) of the first website (e.g., http://homearts.com; FIGs. 21A-B; and http://pathfinder.com/; FIGs. 11A-B); and   |
|              | а сопшили оброг, ана  | a link (e.g., label 21B1 in FIG. 21B; and label 11B3 in FIG. 11B).  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 catalo of links to product categories (e.g., links 103-106)) sold at the HomeArts Flower & Gifts website).   |

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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<br>No. | Chain 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 ben 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 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, 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).  "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.  Also see column 9, lines 5-51; FIGs. 11A-20.  The '666 Patent teaches:  the link (e.g., label 21B1 in FIG. 21B; and label 11B3 in FIG. 11B);  a composite web page (e.g., http://homearts.pcflowers.com/; FIG. 21C; and http://pathfinder.com/; FIGS. 11A-B).  The visitor computer is served a composite web 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 |
|              |   | 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).  |

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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\ No.\ 6,141,666\ "Method\ and\ system\ for\ customizing\ marketing\ services\ on\ No.\ 6,141,666\ "Method\ and\ system\ for\ customizing\ marketing\ services\ on\ No.\ 6,141,666\ "Method\ and\ system\ for\ customizing\ marketing\ services\ on\ No.\ 6,141,666\ "Method\ and\ system\ for\ customizing\ marketing\ services\ on\ No.\ 6,141,666\ "Method\ and\ system\ for\ customizing\ marketing\ services\ on\ No.\ 6,141,666\ "Method\ and\ system\ for\ customizing\ marketing\ services\ on\ No.\ 6,141,666\ "Method\ and\ system\ for\ customizing\ marketing\ services\ on\ No.\ 6,141,666\ "Method\ and\ system\ for\ customizing\ marketing\ services\ on\ No.\ 6,141,666\ "Method\ and\ system\ for\ customizing\ marketing\ services\ on\ No.\ 6,141,666\ "Method\ and\ system\ for\ customizing\ marketing\ services\ on\ No.\ 6,141,666\ "Method\ and\ system\ for\ customizing\ marketing\ services\ on\ No.\ 6,141,666\ "Method\ and\ system\ for\ customizing\ marketing\ services\ on\ No.\ 6,141,666\ "Method\ and\ system\ for\ customizing\ marketing\ services\ on\ No.\ 6,141,666\ "Method\ and\ system\ for\ customizing\ marketing\ services\ on\ No.\ 6,141,666\ "Method\ and\ system\ for\ customizing\ marketing\ services\ on\ No.\ 6,141,666\ "Method\ and\ system\ for\ customizing\ services\ on\ No.\ 6,141,666\ "Method\ and\ system\ for\ customizing\ services\ on\ No.\ 6,141,666\ "Method\ and\ system\ for\ customizing\ services\ on\ No.\ 6,141,666\ "Method\ and\ system\ for\ customizing\ services\ on\ No.\ 6,141,666\ "Method\ and\ system\ for\ customizing\ services\ on\ No.\ 6,141,666\ "Method\ and\ system\ for\ customizing\ services\ on\ No.\ 6,141,666\ "Method\ and\ system\ for\ customizing\ services\ on\ No.\ 6,141,666\ "Method\ and\ system\ for\ customizing\ services\ on\ No.\ 6,141,666\ "Method\ and\ system\ services\ on\ No.\ 6,141,666\ "Method\ and\ and\ system\ services\ on\ No.\ 6,1$ networks communicating with hypertext tagging conventions

| Claim<br>No. | Claim Language of U.S. Patent No. 6,993,572 | Relevant Disclosure in U.S. Patent No. 6,141,566 ("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, 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).   |
|              |   | "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.   |
|              |   | "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.  |
|              |   | "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 3, lines 18-29. |
|              |   | "[I]f a consumer were to visit one of the private label floral and gift services home page of the Internet sie "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  |

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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<br>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 Homearts brand name." Column 5, lines 55-60.  "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 formularity 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.  |
|              |   | "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 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. |
|              |   | Also see column 9, lines 5-51; FIGs. 11A-20.  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, 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),   |

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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 | Claim Language of U.S. Patent No. 6,993,572  | Relevant Disclosure in U.S. Patent No. 6.141,666 ("the "666 patent")   |
|-------|--|--|
| No.   | •••  | 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).  |
| 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. | "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.  |
| 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<br>some of the web pages of the first website;  | FIG. 21C illustrates logos 2116, 2117 on the composite web page 2100 (http://homearts.pcf.lowers.com; FIG. 21B) that are also shown on a web page 21A0 (FIG. 21A) of the first website (http://homearts.com; FIGs. 21A-B).  "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 & Gifhs", 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. |
| 21(b) | a color scheme used on at least some of the web<br>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. 6,993,572 and U.S. Patent No. 6,141,666 "Method and system for customizing marketing services on networks communicating with hypertext tagging conventions

| Claim<br>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.  |
|              |   | "[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.  |
|              |   | "FIGS. 21C-30 show private label Web site pages that correlate to the PC Flowers & Giffs 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 pages 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 & Giffs", 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.  |
|              |   | "Still referring to FIG. 21C, like the home page image map 101 discussed above, the home page image map 2101 herein is a groupting 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 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. |

## 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<br>No. | Claim Language of U.S. Patent No. 6,993,572                                       | Relevant Disclosure in U.S. Patent No. 6,141,666 ("the '666 patent")  |
|--------------|---|---|
|              |   | Also see column 9, lines 5-51; FIGs. 11A-20.  |
| 21(c)        | c) a page layout used on at least some of the web pages of the first website; and | "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.  |
|              |   | "FIGS. 21C-30 show private label Web site pages that correlate to the PC Flowers & Giffs 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. |
|              |   | "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 Homearts. Accordingly, all the server Web site pages accessed through the home page image map 2101 are anchored to PC Flowers & Gifts Web  |

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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<br>No. | Claim Language of U.S. Patent No. 6,993,572   | Relevant Disclosure in U.S. Patent No. 6,141,666 ("the '666 patent")  |
|--------------|---|---|
|              |   | 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 page 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 private label Homearts." Column 10, lines 8-26; FIG. 21C.  |
|              |   | Also see column 9, lines 5-51; FIGs. 11A-20.  |
| 21(d)        | d) navigational links, used on at least some of<br>the web pages of the first website, each of which<br>links link to specific web pages of the first<br>website.   | "Each private label web site has on each page a custom icon that hyperlinks back<br>the private label partner's web site, a navigation bar that hyperlinks to areas withi<br>the private label partner's web site and maintains the look and feel of the partner'<br>web site." Column 12, lines 47-51.   |
| 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. | FIG. 24 illustrates a web page, customized with Home Arts' look and feel, where visitor can search for products and services. The products and services are organi into product categories.  "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 wh provide jumps to Web site pages indicated, respectively, as "flowers", "plants", "balloons", "Hickory Farms gourmet foods", "bears by Russ", and "greeting card on-line." Column 7, lines 55-63. |
|              |   | "FIGS. 21C-30 show private label Web site pages that correlate to the PC Flower Gifts Web site pages depicted in FIGS. 1C-10. However, the Web site pages of F 21C-30 are customized with only the marketing partner's brand" Column 9, li 63-67.   |
|              |   | "[If a consumer were to visit one of the private label floral and gift services hom page of the Internet site "Homearts", all the graphics and product categories on ea   |

## 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. 6,593,572 | Relevant Dischoure in U.S. Patent No. 6.141.666 ("the '666 patent")   |
|---|---|
|   | 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.  "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.  Also see column 9, lines 5-51; FIGs. 11A-20. |

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## Comparison of the U.S. Patent No. 6,993,572 and U.S. Patent No. 6,128,655 "Distribution mechanism for filtering, formatting and reuse of web based content" 1

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 Blantiff's Amended Infringement Contentions served January 23, 2012, US, Patent No. 6, 128,655 anticipates and/or readers obvious, alone or in combination with other prior art identified in Defendants' Amended Invalidity Contentions, the asserted claims as described in part below.

| Claim<br>No. | Claim Longuage of U.S. Patent No. 6,993,572   | Relevant Disclosure in U.S. Patent 6,128,655 ("the "655 patent")   |
|--------------|---|--|
| 13           | An ecommerce outsourcing system comprising:   | These pieces of content are then recast into a new web page by means of an HTML template 121 that matches the look and feel of the hosting Web site. The new page modules the graphics of the hosting provider as well as the navigational features of the hosting site. This page is then sent 123 to the client 113 for presentation by the browser." Column 4, lines 57-63. |
|              |   | "1. A method for recasting web content on a hosting site, comprising the steps of:   |
|              |   | responsive to a request from a client browser for a recast web page from a hosting web server, generating a request by the hosting web server for an original web page from a content provider web server;   |
|              |   | parsing the original web page for a first set of desired content elements;   |
|              |   | inserting the first set of desired content elements into a web page template containing a hosting web server format, thus creating the recast web page; and  |
|              |   | serving the recast web page to the client browser;   |
|              |   | wherein the appearance of the recast page when presented by the client browser is as though all elements originated at the hosting web server." Column 17, lines 52-67.  |
| 13(a)        | a data store including a look and feel description<br>associated with a host web page having a link<br>correlated with a commerce object; and | "Note also that navigational features 315 and 317 native to the hosting server have<br>been added to the page. A background horder 319 gyring the hosting web site a<br>distinctive look and feel has also been added." Column 6, lines 42-45.   |

<sup>1</sup> Unless noted, all citations in this chart are to U.S. Patient No. 6,128,655 "Distribution mechanism for filtering, formatting and reuse of web based content" by Fields, Hassinger and Hurley (filed July 10, 1998, issued Oct. 3, 2000). [DFNDT0000054-0000076]

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## Comparison of the U.S. Patent No. 6,993,572 and U.S. Patent No. 6,128,655 "Distribution mechanism for filtering, formatting and rease of web based content"

| Claim<br>No. | Claim Language of U.S. Patent No. 6,993,573   | Relevant Disclasure in U.S. Patent 6,128,655 ("the '655 patent")   |
|--------------|---|--|
|              |   | "The invention allows the hosting site to extract and recast any number or type of desired content elements from the web content provider page." Column 6, lines 49-51.  |
|              |   | "Next, the pass through publisher 101 retrieves the filter definitions and policies from the filter database 109 for this particular content provider web site. Using the filters and the retrieved HTML page, the pass through publisher 101 parses the HTML source for desired components of the page. Typically, this is the tilter of the atticle, the and banner or banners and the article text itself, although other items on the page are potentially desirable. These peeces of content are then recest into a new web page by site. The new page includes the graphics of the hosting provider as well as the navigational features of the hosting site. This page is then sent 123 to the client 113 for presentation by the bowner. In a typical web interaction between bowner and server, once the bowner receives the HTML page, it issues additional requests for the component files such as pits, e.g., as banners. For the ad banners themselves, the new page preserves the call 125 back to the content provider so that the correct advertising content is presented. It is common that each request of a web page from a server can be refreshed with a different advertisement. |
|              |   | In this way, the end user receives a page with graphic and navigation features from the hosting Web site that has an embedded article from the publisher and an advertisement served from the publisher's site. The final result is content viewed by the end user in host site's native Web context, with an ad banner served from the original publisher, thereby preserving their revenue stream."  |
|              |   | Column 4:50-5:11   |
| 13(b)        | a computer processor coupled to the data store<br>and in communication through the Internet with<br>the host web page and programmed, upon<br>receiving an indication that the link has been<br>activated by a visitor computer in Internet<br>communication with the host web page, to serve | "These pieces of content are then recast into a new web page by means of an HTML template 121 that matches the look and feel of the hosting Web site. The new page includes the graphics of the hosting provider as well as the navigational features of the hosting site. This page is then sent 123 to the client 113 for presentation by the browser." Column 4, lines 57-63.   |

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## Comparison of the U.S. Patent No. 6,993,572 and U.S. Patent No. 6,128,655 "Distribution mechanism for filtering, formatting and reuse of web based content" Cloto:

| Claim<br>No. | Claim Longuage of U.S. Patent No. 6,993,572  | Relevant Disclosure in U.S. Patent 6,128,655 ("the '655 patent")   |
|--------------|--|--|
|              | 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. | "Note also that navigational features 31.5 and 317 native to the hosting server have been added to the page. A background horder 319 giving the hosting web site a distinctive look and feel has also been added." Column 6, lines 42.45.  "By abstracting the content from any particular content provider site and reformatting the content to the hosting site's formet a consistent look and feel is maintained."  Column 13, lines 19-22.   |
|              |  | "A representative system in which the present invention is implemented is illustrated in FIG. 1. A phrality of Interact chert mechines 10 are connectable to a computer mown failure for the present provider (ISP) 12 vius a network star as a cludp telephone network 14. As is well known, the cludps telephone network 14. As is well known, the cludps telephone network usually has a given, limited number of connectants 164-16n. ISP 12 interfaces the cluent nations 10 to the remandator of the network 18, which includes the hostings genere 19 and a plumity of web content provider severe mechines 20. A cleent machine typically includes a suite of known Internet took, including a Web towaser 13, to access the severe of the network and that so down certain services. These services include one-to-one messaging (e-mail), one-to-many messaging (bulletin board), on-line chaf, file transfer and browsing. Various known Internet protocols are used for these services. Thus, for example, browsing is effected using the Hypertext Transfer Protocol (HTTP), which provides users access to multimedia files using Hypertext Markop Language (HTML). The collection of servers that use HTTP comprise the World Wide Web, which is the Internet's multimedia information returned system. |
|              |  | As shown in FIG. 2, the invention is a method and system for extracting Web-based content, aspecially, but not limited to, Web-based news uncles, from content provider or source Web sites for use by the hosting or "pass-through" Web site. These articles typically are revenue-generating content for the publisher by carrying advertising banners above and/or below the article text. Therefore, the publishers must benefit from the armagement provided by the hosting site to be interested in licensing their content for a low or no fee. As explained below, the web content provider maintain his ad revenues the number of "his" on the advertisements are maintained in a transparent manner. As the articles are also posted at the hosting site, ad revenues can  |

Comparison of the U.S. Patent No. 6,993,572 and U.S. Patent No. 6,128,655 "Distribution mechanism for filtering, formatting and reuse of

|              | web based content"  |   |  |
|--------------|---|---|--|
| Claim<br>No. | Claim Language of U.S. Patent No. 6,993,573               | Helevant Disclasure in U.S. Patent 6,128,655 ("the '655 patent")  |  |
|              |   | actually increase since the ad impressions are being solicited from two sites rather than one." Column 3, line 55 through Column 4, line 24.  |  |
|              |   | "Next, the pass through publisher 101 retrieves the filter definitions and policies from the filter database 109 for this particular content provider web site. Using the filters and the retrieved HTML pege, the pass frivogly publisher 101 parses the HTML source for desired components of the page. Typically, this is the tild of the article, the ad banner or banners and the article text riself, although other items on the page are potentially desirable. These pieces of content are then recast into a new web page by means of an HTML republe 121 that matches the look and field of the hosting Web site. The new page includes the graphics of the hosting provider as well as the navigational features of the hosting site. This page is that sent 123 to the client 113 for presentation by the toware. In a typical web interaction between browser and server, once the browser receives the HTML page, it issues additional requests for the component files such as grifs, e.g., ad banners."  Column 4:50-66. |  |
| 17           | An ecommerce outsourcing process comprising the steps of: | "These pieces of content are then recast into a new web page by means of an HTML template 121 that matches the look and feel of the hosting Web site. The new page includes the graphics of the hosting provider as well as the navigational features of the hosting site. This page is then sent 123 to the client 113 for presentation by the browser." Column 4, lines 57-63.  |  |
|              |   | "I. A method for recasting web content on a hosting site, comprising the steps of:  |  |
|              |   | responsive to a request from a client browser for a recast web page from a hosting web<br>server, generating a request by the hosting web server for an original web page from a<br>content provider web server;  |  |
|              |   | parsing the original web page for a first set of desired content elements;  |  |
|              |   | inserting the first set of desired content elements into a web page template containing a   |  |

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## Comparison of the U.S. Patent No. 6,993,572 and U.S. Patent No. 6,128,655 "Distribution mechanism for filtering, formatting and reuse of web based content"

| Claim<br>No. | Claim Language of U.S. Patent No. 6,993,572   | Relevant Disclosure in U.S. Patent 6,128,655 ("the '655 patent")   |
|--------------|---|--|
|              |   | hosting web server format, thus creating the recast web page; and<br>serving the recast web page to the client browser;<br>wherein the appearance of the recast page when presented by the client browser is as<br>though all elements originated at the hosting web server. "Column 17, lines 52-67.  |
| 17(a)        | storing a look and feel description associated<br>with a first website in a data store associated<br>with a second website;   | See 13(a), supra.  |
| 17(b)        | including within a web page of the first website,<br>which web page has a look and feel substantially<br>corresponding to the stored look and feel<br>description, a link correlating the web page with<br>a commerce object; and   | See 13(b), supra.  |
| 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. | See 13(b), supra.  |
| 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.  | "These pieces of content are then recast into a new web page by means of an HTML template 121 that matches the look and feel of the hosting Web site. The new page includes the graphics of the hosting provider as well as the navigational features of the hosting site. This page is then sent 125 to the client 113 for presentation by the browser." Column 4, lines 57-63. |
|              |   | "Note also that navigational features 315 and 317 native to the hosting server have been added to the page. A background border 319 giving the hosting web site a distinctive look and feel has also been added." Column 6, lines 42-45.   |

Comparison of the U.S. Patent No. 6,993,572 and U.S. Patent No. 6,128,655 "Distribution mechanism for filtering, formatting and reuse of web based content"

|  | web based content"  |   |  |
|--|---|---|--|
| Claim<br>No.   | Claim Language of U.S. Patent No. 6,993,572   | Relevant Disclasure in U.S. Patent 6,128,655 ("the '655 patent")  |  |
| 21   | The process of claim 17 wherein the look and feel description comprises data defining:  | "These pieces of content are then recast into a new web page by means of an HTML template 121 that matches the look and feel of the hosting Web site. The new page includes the graphics of the hosting novider as well as for avaginous fleatures of the hosting site. This page is then sent 123 to the client 113 for presentation by the browser." Column 4, lines 57-63. |  |
| 21(a)  | a logo associated with and displayed on at least<br>some of the web pages of the first website;   | "For example, the logo 305 is an optional feature." Col 6, lines 55-56.   |  |
| 21(b)  | a color scheme used on at least some of the web<br>pages of the first website;  | This element is inherent or obvious in view of the prior art.   |  |
| 21(c)  | a page layout used on at least some of the web<br>pages of the first website; and   | This element is inherent or obvious in view of the prior art.   |  |
| 21(d) navigational links, used on at least some of the |   | "The links 311 are optional; they could be removed, reformatted or relocated."  Column 6, lines 57-59.  |  |
|  | website.  | "Note also that navigational features 315 and 317 native to the hosting server have<br>been added to the page. A background border 319 giving the hosting web site a<br>distinctive look and feel has also been added." Column 6, lines 42.45,  |  |
| 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. | This element is inherent or obvious in view of the prior art.   |  |

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## Comparison of the U.S. Patent No. 6,993,572 and U.S. Patent No. 5,991,740 "Data processing system for integrated tracking and management of commerce related activities on a public access network" <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. 5,991,740 anticipates and/or renders obvious, alone or in combination with other prior art identified in Defendants' Amended Invalidity Contentions, the asserted claims as described in part below.

| Claim<br>No. | Claim Language of U.S. Patent No. 6,993,572   | Relevant Disclosure in U.S. Patent No. 5.991,740 (hereinafter ***740  <br>Patent**)   |
|--------------|---|---|
| 13           | An e-commerce outsourcing system comprising:  | "The second established method of raising revenue by a Site Owner is to place banner ads on the web pages promoting a third party's goods or services." Column 4, lines 47-49; FIG. 5A.   |
| 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 | "Co-branding of products/services is also efficiently accomplished in the foregoing environment. Co-branding is the marketing or sales of two products through a single promotion. The system controlling software on the Clearinghouse server includes a "merge" algorithm that takes two or more images and combines these into an aesthetically acceptable presentation. For example, the resulting banner on the Merchant site will include a "return" button to go back to the originating Site Owner." Column 9, line 64 – column 10, line 5.  "[T]he Merchant server 40, is similarly linked to the network, via high speed transmission lines. The Merchant server is also advantageously configured with either the UNIX or NT operating system." Column 6, lines 11-14; FIG. 2. |

<sup>&</sup>lt;sup>1</sup> Unless noted, all citations in this chart are to U.S. Patent No. 5991,740 "Data processing system for integrated tracking and management of commerce related activities on a public access network" by Stephen Dale Messer (filed Jun. 10, 1997, issued Nov. 23, 1999). [DFNDT0000115-0000132]

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## Comparison of U.S. Patent No. 6,993,572 and U.S. Patent No. 5,991,740 "Data processing system for integrated tracking and management of commerce related activities on a public access network"

| Claim | Claim Language of U.S. Patent No. 6,993,572 | Relevant Disclosure in U.S. Patent No. 5,991,740 (hereinafter ***740   |
|-------|---|--|
| No.   |   | Patent")   |
|       |   | on the Clearinghouse server includes a "merge" algorithm that takes two or more images and combines these into an aesthetically acceptable presentation. For example, the resulting banner on the Merchant site will include a "return" button to go back to the originating Site Owner." Column 9, line 64 – column 10, line 5.   |
|       |   | "Some web sites are considered "Content Providers" (or "Site Owners," i.e., those in control of one or more web sites) as they include one or more web pages having information that is of interest to USERS during a browsing session. These Site Owners currently have at least two mechanisms for generating revenues. The first involves the charging of a subscription fee to the visiting USERS somewhat akin to a magazine subscription. This mode of revenue generation is not particularly relevant to the present invention The second site of interest is the Merchant's server. At the Merchant's server, the specific goods are made available for purchase. This involves these of secured transactions, via a credit card or other payment vehicle to order the goods with delivery by any one of the available delivery services (land or air). To implement the present invention, programming is installed on the Merchant's server that is capable of tracking the number of visits by USERS that are precipitated by links with banner ads. Alternatively, the USER may be transferred back to the Clearinghouse for completion of the actual purchase transaction." Column 4, line 37 through column 5, line 3. |
|       |   | The host is the Content Provider or Site Owner, the outsource provider is the Merchant, and the selected merchant is the supplier, distributor, or manufacturer of the products sold on the Merchant webpage. It well-known to a person skilled in the art as of the filing date of the '740 Patent that a Merchant on its Merchant Site can sell products of third parties as well as its own products.   |

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## Comparison of U.S. Patent No. 6,993,572 and U.S. Patent No. 5,991,740 "Data processing system for integrated tracking and management of commerce related activities on a public access network"

| Claim  | Claim Language of U.S. Patent No. 6,993,572   | Relevant Disclosure in U.S. Patent No. 5,991,740 (hereinafter ***740   |
|--|---|--|
| No.  |   | Patent")   |
| 13(b)  | a computer processor coupled to the data store<br>and in communication through the Internet with<br>the host web page and programmed, upon  | "These promotional banners further include embedded code, creating a<br>link to the sponsoring third party—hereinafter called the 'Merchant.'"<br>Column 4, lines 49-52; FIG. 5B.  |
|  | receiving an indication that the link has been activated by a visitor computer in Internet communication with the host web page, to serve   | "The second site of interest is the Merchant's server. At the Merchant's server, the specific goods are made available for purchase." Column 4, lines 60-62; FIG. 6B.  |
| 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. | "[T]he USER begins the process by visiting a Site Owner block 20, such as one of the main web pages On this web page, a banner ad (text link or icon) is displayed to the USER promoting for example sneakersThe link then continues directly to the Merchant block 40. During the linking process, the USER has an identifier query string appended to the HTTP entry, and possibly a "cookie" placed on their system." Column 5, lines 17-29; FIG. 1. |  |
|  |   | "[T]he Merchant server 40, is similarly linked to the network, via high speed transmission lines. The Merchant server is also advantageously configured with either the UNIX or NT operating system." Column 6, lines 11-14; FIG. 2.   |
|  |   | The '740 Patent teaches serving "a composite web page to the visitor computer with a look and feel based on the look and feel description in the data store."  |
|  |   | "USERS that access the banner are transferred to Merchant's web page via the embedded link and may be presented with the ability to make a purchase directly from the Merchant [where] the specific goods are made available for purchase." Column 4, lines 52-62; FIGs. 6A, 6B. |
|  |   | "Co-branding of products/services is also efficiently accomplished in<br>the foregoing environment. Co-branding is the marketing or sales of tw<br>products through a single promotion. The system controlling software  |

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## Comparison of U.S. Patent No. 6,993,572 and U.S. Patent No. 5,991,740 "Data processing system for integrated tracking and management of commerce related activities on a public access network"

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| Claim     | Claim Language of U.S. Patent No. 6,993,572   | Relevant Disclosure in U.S. Patent No. 5,991,740 (hereinafter **740  |
|-----------|---|--|
| No.<br>17 | An e-commerce outsourcing process comprising the steps of:  | "The second established method of raising revenue by a Site Owner is to place banner ads on the web pages promoting a third party's goods or services." Column 4, lines 47-49; FIG. 5A.  |
| 17(a)     | storing a look and feel description associated with a first website in a data store associated with a second website;   | "Co-branding of products'services is also efficiently accomplished in the foregoing environment. Co-branding is the marketing or sales of two products through a single promotion. The system controlling software on the Clearinghouse server includes a "merge" algorithm that takes two or more images and combines these into an aesthetically acceptable presentation. For example, the resulting banner on the Merchant site will include a "return" button to go back to the originating Site Owner." Column 9, line 64 – column 10, line 5.  |
| 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 | "These promotional banners further include embedded code, creating a link to the sponsoring third party—hereinafter called the 'Merchant." Column 4, lines 49-52; FIG. 5B.  "USERS that access the banner are transferred to Merchant's web page, via the embedded link and may be presented with the ability to make a purchase directly from the Merchant [where] the specific goods are made available for purchase." Column 4, lines 52-62; FIGs. 6A, 6B.  "[T]he USER begins the process by visiting a Site Owner block 20, such as one of the main web pages On this web page, a banner ad (text link or icon) is displayed to the USER promoting for example sneakers" Column 5, lines 17-23; FIG. 1.  "Co-branding of products/services is also efficiently accomplished in the foregoing environment. Co-branding is the marketing or sales of two products through a single promotion. The system controlling software on the Clearinghouse server includes a "merge" algorithm that takes two |

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## Comparison of U.S. Patent No. 6,993,572 and U.S. Patent No. 5,991,740 "Data processing system for integrated tracking and management of commerce related activities on a public access network"

| Claim<br>No. | Claim Language of U.S. Patent No. 6,993,572  | Relevant Disclosure in U.S. Patent No. 5,991,740 (hereinafter ***740  <br>Patent")   |
|--------------|--|--|
|              |  | or more images and combines these into an aesthetically acceptable presentation. For example, the resulting banner on the Merchant site will include a "return" button to go back to the originating Site Owner." Column 9, line 64 – column 10, line 5.   |
| 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   | "These promotional banners further include embedded code, creating a link to the sponsoring third party—hereinafter called the 'Merchant." Column 4, lines 49-52; FIG. 5B.   |
|              | second website a composite web page having a<br>look and feel corresponding to the stored look<br>and feel description of the first website and<br>having content based on the commerce object | "The second site of interest is the Merchant's server. At the Merchant's server, the specific goods are made available for purchase." Column 4, lines 60-62; FIG. 6B.  |
|              | associated with the link.  | "[T]he USER begins the process by visiting a Site Owner block 20, such as one of the main web pages On this web page, a banner ad (text link or icon) is displayed to the USER promoting for example sneakers The link then continues directly to the Merchant block 40. During the linking process, the USER has an identifier query string appended to the HTTP entry, and possibly a "cookie" placed on their system." Column 5, lines 17-29; FIG. 1. |
|              |  | The '740 Patent teaches "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."   |
|              |  | "USERS that access the banner are transferred to Merchant's web page, via the embedded link and may be presented with the ability to make a purchase directly from the Merchant [where] the specific goods are made available for purchase." Column 4, lines 52-62; FIGs. 6A, 6B.  |
|              |  | "Co-branding of products/services is also efficiently accomplished in  |

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## Comparison of U.S. Patent No. 6,993,572 and U.S. Patent No. 5,991,740 "Data processing system for integrated tracking and management of commerce related activities on a public access network"

| Claim<br>No. | Claim Language of U.S. Patent No. 6,993,572  | Relevant Disclosure in U.S. Patent No. 5,991,740 (hereinafter ***740<br>Patent**)   |
|--------------|--|---|
|              |  | parties as well as its own products.  |
| 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. | "Co-branding of products/services is also efficiently accomplished in the foregoing environment. Co-branding is the marketing or sales of two products through a single promotion. The system controlling software on the Clearinghouse server includes a "merge" algorithm that takes two or more images and combines these into an aesthetically acceptable presentation. For example, the resulting banner on the Merchant site will include a "return" button to go back to the originating Site Owner." Column 9, line 64 – column 10, line 5. |
| 21           | The process of claim 17 wherein the look and feel description comprises data defining:   | "Co-branding of products/services is also efficiently accomplished in the foregoing environment. Co-branding is the marketing or sales of two products through a single promotion. The system controlling software on the Clearinghouse server includes a "merge" algorithm that takes two or more images and combines these into an aesthetically acceptable presentation. For example, the resulting banner on the Merchant site will include a "return" button to go back to the originating Site Owner." Column 9, line 64 – column 10, line 5. |
| 21(a)        | a logo associated with and displayed on at least some of the web pages of the first website;   | "Co-branding of products/services is also efficiently accomplished in the foregoing environment. Co-branding is the marketing or sales of two products through a single promotion. The system controlling software on the Clearinghouse server includes a "merge" algorithm that takes two or more images and combines these into an aesthetically acceptable presentation. For example, the resulting banner on the Merchant site will include a "return" button to go back to the originating Site Owner." Column 9, line 64 – column 10, line 5. |

## Comparison of U.S. Patent No. 6,993,572 and U.S. Patent No. 5,991,740 "Data processing system for integrated tracking and management of commerce related activities on a public access network"

| Claim | Claim Language of U.S. Patent No. 6,993,572 | Relevant Disclosure in U.S. Patent No. 5,991,740 (hereinafter ***740   |
|-------|---|--|
| No.   |   | Patent")  the foregoing environment. Co-branding is the marketing or sales of twe products through a single promotion. The system controlling software on the Clearinghouse server includes a "merge" algorithm that takes two or more images and combines these into an aesthetically acceptable presentation. For example, the resulting banner on the Merchant site will include a "return" button to go back to the originating Site Owner." Column 9, line 64 – column 10, line 5.  |
|       |   | "Some web sites are considered "Content Providers" (or "Site Owners," i.e., those in control of one or more web sites) as they include one or more web pages having information that is of interest to USERS during a browsing session. These Site Owners currently have at least two mechanisms for generating revenues. The first involves the charging of a subscription fee to the visiting USERS somewhat akin to a magazine subscription. This mode of revenue generation is not particularly relevant to the present invention The second site of interest is the Merchant's server. At the Merchant's server, the specific goods are mad available for purchase. This involves the use of secured transactions, via a credit card or other payment vehicle to order the goods with delivery by any one of the available delivery services (land or air). To implement the present invention, programming is installed on the Merchant's serve that is capable of tracking the number of visits by USERS that are precipitated by links with banner ads. Alternatively, the USER may be transferred back to the Clearinghouse for completion of the actual purchase transaction." Column 4, line 37 through column 5, line 3. |
|       |   | The host is the Content Provider or Site Owner, the outsource provider is the Merchant, and the selected merchant is the supplier, distributor, o manufacturer of the products sold on the Merchant webpage. It well-known to a person skilled in the art as of the filing date of the '740 Patent that a Merchant on its Merchant Site can sell products of third   |

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## Comparison of U.S. Patent No. 6,993,572 and U.S. Patent No. 5,991,740 "Data processing system for integrated tracking and management of commerce related activities on a public access network"

| Claim | Claim Language of U.S. Patent No. 6,993,572   | Relevant Disclosure in U.S. Patent No. 5,991,740 (hereinafter ***740  |
|-------|---|---|
| No.   |   | Patent")  |
| 21(b) | a color scheme used on at least some of the web<br>pages of the first website;  | "Co-branding of products/services is also efficiently accomplished in the foregoing environment. Co-branding is the marketing or sales of two products through a single promotion. The system controlling software on the Clearinghouse server includes a "merge" algorifim that takes two or more images and combines these into an aesthetically acceptable presentation. For example, the resulting banner on the Merchant site will include a "return" button to go back to the originating Site Owner." Column 9, line 64 – column 10, line 5. |
| 21(c) | a page layout used on at least some of the web<br>pages of the first website; and   | "Co-branding of products/services is also efficiently accomplished in the foregoing environment. Co-branding is the marketing or sales of two products through a single promotion. The system controlling software on the Clearinghouse server includes a "merge" algorithm that takes two or more images and combines these into an aesthetically acceptable presentation. For example, the resulting banner on the Merchant site will include a "return" button to go back to the originating Site Owner. Column 9, line 64 — column 10, line 5.  |
| 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.                               | "Co-branding of products/services is also efficiently accomplished in the foregoing environment. Co-branding is the marketing or sales of tw products through a single promotion. The system controlling software on the Clearinghouse server includes a "merge" algorithm that takes tw or more images and combines these into an aesthetically acceptable presentation. For example, the resulting banner on the Merchant site will include a "return" button to go back to the originating Site Owner. Column 9, line 64 – column 10, line 5.    |
| 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 | "At the Merchant's server, the specific goods are made available for purchase." Column 4, lines 60-63. "(T]he USER begins the process by visiting a Site Owner block 20,  |

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## Comparison of U.S. Patent No. 6,993,572 and U.S. Patent No. 5,991,740 "Data processing system for integrated tracking and management of commerce related activities on a public access network"

| Claim Claim Language o                        | FU.S. Patent No. 6,993,572       | Relevant Disclosure in U.S. Pate<br>Pat   | nt No. 5,991,740 (bereinafter ***740<br>ent**) |
|---|----------------------------------|---|--|
| parameters to search<br>the product categoria | for specific products within es. | such as one of the main web pages<br>(text link or icon) is displayed to th<br>sneakers" Column 5, lines 17-2 | e USER promoting for example                   |

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## Comparison of the U.S. Patent No. 6,993,572 and Quote.com Prior Art

| Claim<br>No. | Claim Language of U.S. Patent No. 6,993,572   | Quote.com Prior Art   |
|--------------|---|---|
|              |   | integrating financial information and news services.  Customized solutions are also available." Partners FAQ,  http://web.archive.org/web/19980119230949/http://www.quote.com/info/partners/pturfaq.html (January 19, 1998 version of  www.quote.com/info/partners/pturfaq.html as archived by the Internet  Archive."); [DFNDT0001636-0001638]  "Why is a Partnership better than a Link to Quote.com?  When you link to another Web site, the value provided by that site is not  attributed to you. It is likely that the user will not return to your site to  link again, he or she will simply return to the other site directly.  Therefore, there are great benefits in providing services similar to those  found on the linked site. Furthermore, if Quote.com provides your site  with co-branded pages, the transition to Quote.com is transparent to the  users—they do not know that they have left your site!" Partners FAQ,  January 19, 1998 version. [DFNDT0001636-0001638] |
| 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 | "Visitors to the sites who request charts, portfolio updates, stock quotes or other information are immediately provided with a page that retains the brand and creative qualities of that particular site." Quote.com PR Newswire. [DFNDT0001634-0001635]  "As part of Quote.com's distribution alliance program, each site can seamlessly provide users with financial market data, new and information while invisibly using Quote.com's back-end technology and resources." Quote.com PR Newswire. [DFNDT0001634-0001635]  "Visitors to the sites who request charts, portfolio updates, stock quotes or other information are immediately provided with a page that retains  |

<sup>&</sup>lt;sup>2</sup> Por more information about the Internet Archive and web pages archived therein, see Internet Archive Frequently Asked Questions, http://www.archive.org/about/faqs.pipe. [DENDT0001646-0001689]

#### Comparison of the U.S. Patent No. 6,993,572 and Quote.com Prior Art1

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 Quote com Prior Art anticipates and/or renders obvious, alone or in combination with other prior art identified in Defendants' Amended Invalidity Contentions, the asserted claims as described in part below.

| Claim<br>No. | Claim Language of U.S. Patent No. 6,993,572  | Quote.com Prior Art   |
|--------------|--|---|
| 13           | An e-commerce outsourcing system comprising: | "Quote com arms each participating site with numerous financial and news services which give users free access to stock quotes, four major newswire services as well as other financial market data. Visitors to the sites who request charts, portfolio updates, stock quotes or other information are immediately provided with a page that retains the brand and creative qualities of that particular site." Quote com Provides Seven High-Profile Webs Sites With Financial News And Information, PR. Newswire, June 10, 1996 (hereinafter, "Quote com PR Newswire"). [DFNDT0001634-0001635] |
|              |  | "Installation of a Quick Ticker Client on a partner Web site with or without Co-branded Fulfillment Pages. When a user makes a request for information from a Partner's Web site, a page residing on Quote com's servers is returned. Quote com will include a Partner's graphics and navigation on these pages.  Installation of a Financial Services Page. This is suitable for Partners who wish to increase the functionality and value of their Web site by  |

<sup>&</sup>lt;sup>1</sup> The AIG Summerica oo-branded website attached hereto as [DFNDT0001639] and referred to herein is exemplary and is not meant to be limiting, as Quotecom was providing the same Quotecom services to many partners, for example, e\*Trade, Charter Media, Inc., The Hartford, BCL Online, Investors Journal, Multax Net, KickAssets, Lubbock Online, Network World Passion, Offshore, Orgon Business Channel, Potter, Duy & Associates PC, Bergerfunds, Defense Daily Network, Point, Proteer, Sprynet, Stockprofiles.com; TD Waterhouse, Charles Schweb & Co., Inc., Fe/Chen, Briefing, Freeman, JWTrade, Greenline, Banio of America, Stock-Trak, Clegna, CMP Media, Digital Insight, JackWhite & Company, NewEdge Corp., Nando.net, Nationwike, Philadelphia Stock Exchange, OLDE, Quotetracker, Sagemarker, Wired.com, New York Times, Boston Globe, Los Angeles Times, Industry.net, Infoseek, Playboy, etc.

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## Comparison of the U.S. Patent No. 6,993,572 and Quote.com Prior Art

| Claim | Claim Language of U.S. Patent No. 6,993,572 | Quote.com Prior Art  |
|-------|---|--|
| No.   |   |  |
|       |   | the brand and the creative qualities of that particular site." Quote.com                                 |
|       |   | PR Newswire. [DFNDT0001634-0001635]  |
|       |   | "seamless integration of services into the site;" Quote.com PR   |
|       |   | Newswire. [DFNDT0001634-0001635]   |
|       |   | "Content Partnerships  |
|       |   | Installation of a Quick Ticker Client on a partner Web site with or                                      |
|       |   | without Co-branded Fulfillment Pages. When a user makes a request  |
|       |   | information from a Partner's Web site, a page residing on Quote.com                                      |
|       |   | servers is returned. Quote.com will include a Partner's graphics and                                     |
|       |   | navigation on these pages." Partners FAQ, January 19, 1998 version. [DFNDT0001636-0001638]               |
|       |   | January 19, 1996 Version. [DFND10001030-0001030]   |
|       |   | "Installation of a Financial Services Page. This is suitable for Partner                                 |
|       |   | who wish to increase the functionality and value of their Web site by                                    |
|       |   | integrating financial information and news services.   |
|       |   | Customized solutions are also available." Partners FAQ, January 19, 1998 version. [DFNDT0001636-0001638] |
|       |   | January 19, 1998 version. [DFND10001030-0001030]   |
|       |   | "What fee-based services are available?  |
|       |   |  |
|       |   | Co-branded Pages: one-time nominal set-up fee.   |
|       |   | Customized Solutions: Please see contact information below." Partn                                       |
|       |   | FAQ,   |
|       |   | January 19, 1998 version (emphasis removed). [DFNDT0001636-  |
|       |   | 0001638]   |
|       |   | "Why is a Partnership better than a Link to Quote.com?   |
|       |   | When you link to another Web site, the value provided by that site is                                    |

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| Claim | Claim Language of U.S. Patent No. 6,993,572   | Quote.com Prior Art   |
|-------|---|---|
| No    |   | attributed to you. It is likely that the user will not return to your site to link again; he or she will simply return to the other site directly. Therefore, there are great benefits in providing services similar to those found on the linked site. Furthermore, if Quote.com provides your site with co-branded pages, the transition to Quote.com is transparent to the users—they do not know that they have left your site!" Partners FAQ, January 19, 1998 version. [DFNDT0001636-0001638]  "What are the advantages of a Partnership with Quote.com? Partners reap significant benefits from a Quote.com Partnership, including: Enhanced value and functionality for Partner Web sites." Partners FAQ, January 19, 1998 version (emphasis removed). [DFNDT0001636-0001638]   |
| 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 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. | "Visitors to the sites who request charts, portfolio updates, stock quotes or other information are immediately provided with a page that retains the brand and creative qualities of that particular site." Quote.com PR Newswire. [DFNDT0001634-0001635]  "As part of Quote.com's distribution alliance program, each site can seamlessly provide users with financial market data, new and information while invisibly using Quote.com's back-end technology and resources." Quote.com PR Newswire. [DFNDT0001634-0001635]  "Visitors to the sites who request charts, portfolio updates, stock quotes or other information are immediately provided with a page that retains the brand and the creative qualities of that particular site." Quote.com PR Newswire. [DFNDT0001634-0001635]  "seamless integration of services into the site." Quote com PR |

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## Comparison of the U.S. Patent No. 6,993,572 and Quote.com Prior Art

| Claim<br>No. | Claim Language of U.S. Patent No. 6,993,572                | Quote.com Prior Art  |
|--------------|--|--|
| , NO.        |  | with co-branded pages, the transition to Quote.com is transparent to the users—they do not know that they have left your site!" Partners FAQ, January 19, 1998 version. [DFNDT0001636-0001638] "What are the advantages of a Partnership with Quote.com? Partners reap significant benefits from a Quote.com Partnership, including: Enhanced value and functionality for Partner Web sites." Partners FAQ, January 19, 1998 version (emphasis removed). [DFNDT0001636-0001638]  |
| 17           | An e-commerce outsourcing process comprising the steps of: | "Quote.com arms each participating site with numerous financial and news services which give users free access to stock quotes, four major newswire services as well as other financial marker data. Visitors to the sites who request charts, portfolio updates, stock quotes or other information are immediately provided with a page that retains the brand and creative qualities of that particular site." Quote.com PR Newswire. [DFNDT0001634-0001633]   |
|              |  | "Installation of a Quick Ticker Client on a partner Web site with or without Co-branded Fulfillment Pages. When a user makes a request for information from a Partner's Web site, a page residing on Quote.com's servers is returned. Quote.com will include a Partner's graphics and navigation on these pages.  Installation of a Financial Services Page. This is suitable for Partners who wish to increase the functionality and value of their Web site by integrating financial information and news services.  Customized solutions are also available." Partners FAQ.[DFNDT0001636-0001638] |
|              |  | "Why is a Partnership better than a Link to Quote.com?  When you link to another Web site, the value provided by that site is not  |

## Comparison of the U.S. Patent No. 6,993,572 and Quote.com Prior Art

| Claim<br>No. | Claim Language of U.S. Patent No. 6,993,572 | Quote.com Prior Art   |
|--------------|---|---|
| 44           |   | Newswire. [DFNDT0001634-0001635]  |
|              |   | "Content Partnerships Installation of a Quick Ticker Client on a partner Web site with or without Co-branded Fulfillment Pages. When a user makes a request for information from a Partner's Web site, a page residing on Quote.com's servers is returned. Quote.com will include a Partner's graphics and navigation on these pages." Partners FAQ, January 19, 1998 version. [DFNDT0001636-0001638]                                 |
|              |   | "Installation of a Financial Services Page. This is suitable for Partners who wish to increase the functionality and value of their Web site by integrating financial information and news services.  Customized solutions are also available." Partners FAQ, January 19, 1998 version. [DFNDT0001636-0001638]  |
|              |   | "What fee-based services are available?   |
|              |   | <br>Co-branded Pages: one-time nominal set-up fee.  |
|              |   | Customized Solutions: Please see contact information below." Partners FAQ, January 19, 1998 version (emphasis removed). [DFNDT0001636-0001638]  |
|              |   | "Why is a Partnership better than a Link to Quote com? When you link to another Web site, the value provided by that site is not attributed to you. It is likely that the user will not return to your site to link again; he or she will simply return to the other site directly. Therefore, there are great benefits in providing services similar to those found on the linked site. Furthermore, if Quote com provides your site |

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## Comparison of the U.S. Patent No. 6,993,572 and Quote.com Prior Art

| Claim | Claim Language of U.S. Patent No. 6,993,572   | Quote.com Prior Art   |
|-------|---|---|
| Na.   |   | attributed to you. It is likely that the user will not return to your site to link again; he or she will simply return to the other site directly. Therefore, there are great benefits in providing services similar to those found on the linked site. Furthermore, if Quote com provides your site with co-branded pages, the transition to Quote com is transparent to the users—they do not know that they have left your site!" Partners FAQ, January 19, 1998 version. [DFNDT0001636-0001638]   |
| 17(a) | storing a look and feel description associated with a first website in a data store associated with a second website; | "Visitors to the sites who request charts, portfolio updates, stock quotes or other information are immediately provided with a page that retains the brand and creative qualities of that particular site." Quote.com PR Newswire. [DFNDT0001634-0001635]  "As part of Quote.com's distribution alliance program, each site can seamlessly provide users with financial market data, new and information while invisibly using Quote.com's back-end technology and resources." Quote.com PR Newswire. [DFNDT0001634-0001635]  "Visitors to the sites who request charts, portfolio updates, stock quotes or other information are immediately provided with a page that retains the brand and the creative qualities of haparticular site." Quote.com PR Newswire. [DFNDT0001634-0001635]  "seamless integration of services into the site;" Quote.com PR Newswire. [DFNDT0001634-0001635]  "Content Partnerships  Installation of a Onick Ticker Client on a partner Web site with or |
|       |   | the brand and the creative qualities of that particular site PR Newswire. [DFNDT0001634-0001635]  "seamless integration of services into the site;" Quote.co. Newswire. [DFNDT0001634-0001635]  |

| Claim | Claim Language of U.S. Patent No. 6,993,572 | Quote.com Prior Art   |
|-------|---|---|
| No.   |   | 1 1 1 ND - F10  |
|       |   | navigation on these pages." Partners FAQ, January 19, 1998 version. [DFNDT0001636-0001638]  |
|       |   | January 19, 1998 version. [Dr. ND10001050-0001058]  |
|       |   | "Installation of a Financial Services Page. This is suitable for Partners   |
|       |   | who wish to increase the functionality and value of their Web site by integrating financial information and news services.  |
|       |   | Customized solutions are also available." Partners FAO,   |
|       |   | January 19, 1998 version. [DFNDT0001636-0001638]  |
|       |   | ,   |
|       |   | "What fee-based services are available?   |
|       |   |   |
|       |   | Co-branded Pages: one-time nominal set-up fee.  |
|       |   | Customized Solutions: Please see contact information below." Partners   |
|       |   | FAO.  |
|       |   | January 19, 1998 version (emphasis removed). [DFNDT0001636-   |
|       |   | 0001638]  |
|       |   | will by the transfer of the control |
|       |   | "Why is a Partnership better than a Link to Quote.com?  When you link to another Web site, the value provided by that site is not   |
|       |   | attributed to you. It is likely that the user will not return to your site to   |
|       |   | link again; he or she will simply return to the other site directly.  |
|       |   | Therefore, there are great benefits in providing services similar to those  |
|       |   | found on the linked site. Furthermore, if Quote.com provides your site  |
|       |   | with co-branded pages, the transition to Quote.com is transparent to the  |
|       |   | users—they do not know that they have left your site!" Partners FAQ,  |
|       |   | January 19, 1998 version. [DFNDT0001636-0001638]  |
|       |   | "What are the advantages of a Partnership with Quote.com?   |
|       |   | Partners reap significant benefits from a Quote.com Partnership,  |
|       |   | including:  |

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Comparison of the U.S. Patent No. 6,993,572 and Quote.com Prior Art

| Claim | Claim Language of U.S. Patent No. 6,993,572 | Quote.com Prior Art   |
|-------|---|---|
| No.   |   | "Installation of a Financial Services Page. This is suitable for Partners who wish to increase the functionality and value of their Web site by integrating financial information and news services.  Customized solutions are also available." Partners FAQ, January 19, 1998 version. [DFNDT0001636-0001638]  |
|       |   | "What fee-based services are available?   |
|       |   | Co-branded Pages: one-time nominal set-up fee.  |
|       |   | Customized Solutions: Please see contact information below." <i>Partners FAQ</i> , January 19, 1998 version (emphasis removed). [DFNDT0001636-0001638]  |
|       |   | "Why is a Partnership better than a Link to Quote com?" When you link to another Web site, the value provided by that site is not attributed to you. It is likely that the user will not return to your site to link again; he or she will simply return to the other site directly. Therefore, there are great benefits in providing services similar to those found on the linked site. Furthermore, if Quote com provides your site with co-branded pages, the transition to Quote com is transparent to the users—they do not know that they have left your site!" Partners FAQ, January 19, 1998 version. [DFNDT0001636-0001638] |
|       |   | "What are the advantages of a Partnership with Quote.com? Partners reap significant benefits from a Quote.com Partnership, including: Enhanced value and functionality for Partner Web sites." Partners FAQ, January 19, 1998 version (emphasis removed). [DFNDT0001636-0001638]  |

## Comparison of the U.S. Patent No. 6,993,572 and Quote.com Prior Art

| Claim<br>No. | Claim Language of U.S. Patent No. 6,993,572   | Quote.com Prior Art  |
|--------------|---|--|
|              |   | Enhanced value and functionality for Partner Web sites." Partners FAQ,<br>January 19, 1998 version (emphasis removed). [DFNDT0001636-<br>0001638]  |
| 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 | "Visitors to the sites who request charts, portfolio updates, stock quotes or other information are immediately provided with a page that retains the brand and creative qualities of that particular site." Quote.com PR Newswire. [DFNDT0001634-0001635]  "As part of Quote.com's distribution alliance program, each site can seamlessly provide users with financial market data, new and information while invisibly using Quote.com's back-end technology and resources." Quote.com PR Newswire. [DFNDT0001634-0001635]  "Visitors to the sites who request charts, portfolio updates, stock quotes or other information are immediately provided with a page that retains the brand and the creative qualities of that particular site." Quote.com PR Newswire. [DFNDT0001634-0001635]  "seamless integration of services into the site;" Quote.com PR Newswire. [DFNDT0001634-0001635]  "Content Partnerships Installation of a Quick Ticker Client on a partner Web site with or without Co-branded Pulfillment Pages. When a user makes a request for information from a Partner's Web site, a page residing on Quote.com's servers is returned. Quote.com will include a Partner's graphics and navigation on these pages." Partners FAQ.  January 19, 1998 version. [DFNDT0001636-0001638] |

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## Comparison of the U.S. Patent No. 6,993,572 and Quote.com Prior Art

| Claim<br>No.  | Claim Language of U.S. Patent No. 6,993,572   | Quote.com Prior Art   |
|---|---|---|
| 17(c) upon receiving an activation of the link from a visitor computer to which the web page has bee served, serving to the visitor computer from the | 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 | "Visitors to the sites who request charts, portfolio updates, stock quotes or other information are immediately provided with a page that retains the brand and creative qualities of that particular site." Quote.com PR Newswire. [DFNDT0001634-0001635]  |
|   | and feel description of the first website and<br>having content based on the commerce object  | "As part of Quote.com's distribution alliance program, each site can seamlessly provide users with financial market data, new and information while invisibly using Quote.com's back-end technology and resources." Quote.com PR Newswire. [DFNDT0001634-0001635]   |
|   |   | "Visitors to the sites who request charts, portfolio updates, stock quotes or other information are immediately provided with a page that retains the brand and the creative qualities of that particular site." Quote.com PR Newswire. [DFNDT0001634-0001635]  |
|   |   | "seamless integration of services into the site;" Quote.com PR<br>Newswire [DFNDT0001634-0001635]   |
|   |   | "Content Partnerships Installation of a Quick Ticker Client on a partner Web site with or without Co-branded Fulfillment Pages. When a user makes a request for information from a Partner's Web site, a page residing on Quote.com's servers is returned. Quote.com will include a Partner's graphics and navigation on these pages." Partners FAQ, January 19, 1998 version. [DFNDT0001636-0001638] |
|   |   | "Installation of a Financial Services Page. This is suitable for Partners who wish to increase the functionality and value of their Web site by integrating financial information and news services.  Customized solutions are also available." Partners FAQ, January 19, 1998 version. [DFNDT0001636-0001638]  |

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| Claim<br>No. | Claim Language of U.S. Patent No. 6,993,572 | Quote.com Prior Art  |
|--------------|---|--|
|              |   | "What fee-based services are available?  |
|              |   | Co-branded Pages: one-time nominal set-up fee.   |
|              |   | Customized Solutions: Please see contact information below." <i>Partners FAO</i> .   |
|              |   | January 19, 1998 version (emphasis removed). [DFNDT0001636-<br>0001638]  |
|              |   | "Why is a Partnership better than a Link to Quote.com? When you link to another Web site, the value provided by that site is not attributed to you. It is likely that the user will not return to your site to link again; he or she will simply return to the other site directly. Therefore, there are great benefits in providing services similar to those found on the linked site. Furthermore, if Quote.com provides your site with co-branded pages, the transition to Quote.com is transparent to the users—they do not know that they have left your site!" Partners FAQ, January 19, 1998 version. [DFNDT0001636-0001638] |
|              |   | "What are the advantages of a Partnership with Quote.com? Partners reap significant benefits from a Quote.com Partnership, including: Enhanced value and functionality for Partner Web sites." Partners FAQ, January 19, 1998 version (emphasis removed). [DFNDT0001636-0001638]   |
|              |   |  |

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## Comparison of the U.S. Patent No. 6,993,572 and Quote.com Prior Art

| Claim<br>No. | Claim Language of U.S. Patent No. 6,993,572  | Quote.com Prior Art  |
|--------------|--|--|
| NO.          |  | "Why is a Partnership better than a Link to Quote.com? When you link to another Web site, the value provided by that site is not attributed to you. It is likely that the user will not return to your site to link again; he or she will simply return to the other site directly. Therefore, there are great benefits in providing services similar to those found on the linked site. Furthermore, if Quote.com provides your site with co-branded pages, the transition to Quote.com is transparent to the users—they do not know that they have left your site!" Partners FAQ, January 19, 1998 version. [DFNDT0001636-0001638]   |
| 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; | "Content Partnerships Installation of a Quick Ticker Client on a partner Web site with or without Co-branded Fulfillment Pages. When a user makes a request for information from a Partner's Web site, a page residing on Quote.com's servers is returned. Quote.com will include a Partner's graphics and navigation on these pages." Partners FAQ, January 19, 1998 version. [DFNDT0001636-0001638]  "Visitors to the sites who request charts, portfolio updates, stock quotes or other information are immediately provided with a page that retains the brand and creative qualities of that particular site." Quote.com PR Newswire. [DFNDT0001634-0001635]  "As part of Quote.com's distribution alliance program, each site can seanlessly provide users with financial market data, new and information while invisibly using Quote.com's back-end technology and resources." Quote.com PR Newswire. [DFNDT0001634-0001635] |

## Comparison of the U.S. Patent No. 6,993,572 and Quote.com Prior Art

| Claim<br>No. | Claim Language of U.S. Patent No. 6,993,572  | Quote.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. | "Content Partnerships Installation of a Quick Ticker Client on a partner Web site with or without Co-branded Fulfillment Pages. When a user makes a request finformation from a Partner's Web site, a page residing on Quote.com' servers is returned. Quote.com will include a Partner's graphics and navigation on these pages." Partners FAQ, January 19, 1998 version. [DFNDT0001636-0001638]  "Visitors to the sites who request charts, portfolio updates, stock quote or other information are immediately provided with a page that retains the brand and creative qualities of that particular site." Quote.com PR Newswire. [DFNDT0001634-0001635]  "As part of Quote com's distribution alliance program, each site can seamlessly provide users with financial market data, new and information while invisibly using Quote.com's back-end technology a resources." Quote.com PR Newswire. [DFNDT0001634-0001635]  "seamless integration of services into the site;" Quote.com PR Newswire. [DFNDT0001634-0001635]  "What fee-based services are available?  "Co-branded Pages: one-time nominal set-up fee.  "Customized Solutions: Please see contact information below." Partner FAQ, January 19, 1998 version (emphasis removed). [DFNDT0001636-0001638] |

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## Comparison of the U.S. Patent No. 6,993,572 and Quote.com Prior Art

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| Claim<br>No. | Claim Language of U.S. Patent No. 6,993,572                                 | Quote.com Prior Art   |
|--------------|---|---|
| i¥Ua         |   | "seamless integration of services into the site;" Quote.com PR<br>Newswire. [DFNDT0001634-0001635]  |
|              |   | "What fee-based services are available?   |
|              |   | Co-branded Pages: one-time nominal set-up fee.  |
|              |   | Customized Solutions: Please see contact information below." Partners FAQ, January 19, 1998 version (emphasis removed). [DFNDT0001636-0001638]  |
|              |   | "Why is a Partnership better than a Link to Quote.com? When you link to another Web site, the value provided by that site is no attributed to you. It is likely that the user will not return to your site to link again; he or she will simply return to the other site directly. Therefore, there are great benefits in providing services similar to those found on the linked site. Furthermore, if Quote.com provides your site with co-branded pages, the transition to Quote.com is transparent to the users—they do not know that they have left your site!" Partners FAQ, January 19, 1998 version. [DFNDT0001636-0001638] |
| 21(b)        | a color scheme used on at least some of the web pages of the first website; | "Content Partnerships Installation of a Quick Ticker Client on a partner Web site with or without Co-branded Fulfillment Pages. When a user makes a request fe information from a Partner's Web site, a page residing on Quote.com's servers is returned. Quote.com will include a Partner's graphics and navigation on these pages." Partners FAQ, January 19, 1998 version. [DFNDT0001636-0001638]  |

| Claim | Claim Language of U.S. Patent No. 6,993,572 | Quote.com Prior Art  |
|-------|---|--|
| No.   |   | "Visitors to the sites who request charts, portfolio updates, stock quotes or other information are immediately provided with a page that retains the brand and creative qualities of that particular site." Quote.com PR Newswire. [DFNDT0001634-0001635]   |
|       |   | "As part of Quote.com's distribution alliance program, each site can seamlessly provide users with financial market data, new and information while invisibly using Quote.com's back-end technology and resources." Quote.com PR Newswire. [DFNDT0001634-0001635]  |
|       |   | "seamless integration of services into the site;" Quote.com PR<br>Newswire. [DFNDT0001634-0001635]   |
|       |   | "What fee-based services are available?  |
|       |   | Co-branded Pages: one-time nominal set-up fee.   |
|       |   | Customized Solutions: Please see contact information below." Partners FAQ, January 19, 1998 version (emphasis removed). [DFNDT0001636-0001638]   |
|       |   | "Why is a Partnership better than a Link to Quote.com? When you link to another Web site, the value provided by that site is not attributed to you. It is likely that the user will not return to your site to link again, he or she will simply return to the other site directly. Therefore, there are great benefits in providing services similar to those found on the linked site. Furthermore, if Quote.com provides your site with co-branded pages, the transition to Quote.com is transparent to the users—they do not know that they have left your site!" Partners FAQ, January 19, 1998 version. [DFNDT0001636-0001638] |

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## Comparison of the U.S. Patent No. 6,993,572 and Quote.com Prior Art

| Claim<br>No. | Claim Language of U.S. Patent No. 6,993,572   | Quote.com Prior Art  |
|--------------|---|--|
| NO.          |   | "Why is a Partnership better than a Link to Quote.com? When you link to another Web site, the value provided by that site is not attributed to you. It is likely that the user will not return to your site to link again; he or she will simply return to the other site directly. Therefore, there are great benefits in providing services similar to those found on the linked site. Furthermore, if Quote.com provides your site with co-branded pages, the transition to Quote.com is transparent to the users—they do not know that they have left your site!" Partners FAQ, January 19, 1998 version. [DFNDT0001636-0001638]   |
| 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. | "Content Partnerships Installation of a Quick Ticker Client on a partner Web site with or without Co-branded Fulfillment Pages. When a user makes a request for information from a Partner's Web site, a page residing on Quote.com's servers is returned. Quote.com will include a Partner's graphics and navigation on these pages." Partners FAQ. January 19, 1998 version. [DFNDT0001636-0001638]  "Visitors to the sites who request charts, portfolio updates, stock quotes or other information are immediately provided with a page that retains the brand and creative qualities of that particular site." Quote.com PR Newswire. [DFNDT0001634-0001635]  "As part of Quote.com's distribution alliance program, each site can seamlessly provide users with financial market data, new and information while invisibly using Quote.com's back-end technology and resources." Quote.com PR Newswire. [DFNDT0001634-0001635] |
|              |   | "seamless integration of services into the site;" Quote com PR Newswire. [DFNDT0001634-0001635]  |

## Comparison of the U.S. Patent No. 6,993,572 and Quote.com Prior Art

| Claim        | Claim Language of U.S. Patent No. 6,993,572                                    | Quote.com Prior Art   |
|--------------|--|---|
| No.          |  |   |
| No.<br>21(c) | a page layout used on at least some of the web pages of the first website; and | "Content Partnerships Installation of a Quick Ticker Client on a partner Web site with or without Co-branded Pulfillment Pages. When a user makes a request for information from a Partner's Web site, a page residing on Quote.com's servers is returned. Quote.com will include a Partner's graphics and navigation on these pages." Partners FAQ, January 19, 1998 version. [DFNDT0001636-0001638]  "Visitors to the sites who request charts, portfolio updates, stock quotes or other information are immediately provided with a page that retains the brand and creative qualities of that particular site." Quote.com PR Newswire. [DFNDT0001634-0001635]  "As part of Quote.com's distribution alliance program, each site can seamlessly provide users with financial market data, new and information while invisibly using Quote.com's back-end technology and resources." Quote.com PR Newswire. [DFNDT0001634-0001635]  "seamless integration of services into the site;" Quote.com PR Newswire. [DFNDT0001634-0001635]  "What fee-based services are available? Co-branded Pages: one-time nominal set-up fee Customized Solutions: Please see contact information below." Partners FAQ, January 19, 1998 version (emphasis removed). [DFNDT0001636-0001636] |
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## Comparison of the U.S. Patent No. 6,993,572 and Quote.com Prior Art

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| Claim<br>No. | Claim Language of U.S. Patent No. 6,993,572   | Quote.com Prior Art   |
|--------------|---|---|
| No.          |   | "What fee-based services are available? Co-branded Pages: one-time nominal set-up fee Customized Solutions: Please see contact information below." Partners FAQ, January 19, 1998 version (emphasis removed). [DFNDT0001636-0001638]  "Why is a Partnership better than a Link to Quote.com? When you link to another Web site, the value provided by that site is no attributed to you. It is likely that the user will not return to your site to link again; he or she will simply return to the other site directly. Therefore, there are great benefits in providing services similar to those |
| 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. | found on the linked site. Furthermore, if Quote.com provides your site with co-branded pages, the transition to Quote.com is transparent to the users—they do not know that they have left your site!" Partners FAQ, January 19, 1998 version. [DFNDT0001636-0001638]   |

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## Comparison of the U.S. Patent No. 6,993,572 and U.S. Patent No. 6,016,504 "Method and system for tracking the purchase of a product and services over the Internet "1

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, U.S. Patent No. 6,016,504 anticipates and/or renders obvious, alone or in combination with other prior art identified in Defendants' Amended Invalidity Contentions, the asserted claims as described in part below.

| Claim<br>No. | Claim Language of U.S. Patent No. 6,993,572   | Relevant Disclosure in U.S. Patent No. 6,016,504 ("the '504 patent")   |
|--------------|---|--|
| 13           | An e commerce outsourcing system comprising:  | The '504 patent discloses an e-commerce outsourcing system wherein a virtual outlet<br>Web site outsources e-commerce requests from a customer computer to a merchant.<br>(Summary of the Invention; Col. 5:24 - 6:65).  |
| 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 '504 patent discloses a data store (database) including a look and feel description associated with a host web page (VO Web page) having a link correlated with a commerce object (product):  • See Col. 7:54 - 8:6.  • Claim I (emphasis added):  • Sending from the customer computer to the merchant computer a request for the merchant Web page identified by the link associated with the selected product, the request including an indication of the virtual outlet;  • Receiving at the merchant computer the request for the merchant Web page;  • Upon receiving the request for the merchant Web page, under control of the merchant computer, modifying the merchant Web page []  • Sending from the merchant computer the modified merchant Web page.  • Claim 2 (emphasis added):  • The method of claim 1 wherein the merchant computer maintains a database of information describing a desired layout of the merchant Web page when the merchant Web page is accessed through the virtual outlet Web page and wherein the merchant computer customizes the |

Unless noted, all citations in this chart are to U.S. Patent No. 6,016,504 "Method and system for tracking the purchase of a product and services over the Internet" by Arnold, Bennett, et al. (filed Aug. 28, 1996, issued Jan. 18, 2000). [DFNDT0000077-0000114]

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## Comparison of the U.S. Patent No. 6,993,572 and U.S. Patent No. 6,016,504 $\,$

| Claim<br>No. | Claim Language of U.S. Patent No. 6,993,572 | Relevant Disclosure in U.S. Patent No. 6,016,504 ("the '504 patent")  |
|--------------|---|---|
|              |   | merchant Web page in accordance with the information.  • Claim 27 (emphasis added). A method in a computer system for establishing a relationship between a virtual outlet and a merchant so that the virtual outlet can offer to a customer over a network, a product that is for sale by the merchant; the virtual outlet, customer, and merchant each having a computer; the method comprising:  • establishing a database of information at the merchant computer, the database including an identification of the virtual outlet and representative interface aspects to be provided by the merchant computer to the customer computer; and  • supplying from the merchant computer to the virtual outlet computer a link that identifies a merchant resource associated with the merchant computer and that uniquely identifies the virtual outlet; wherein the virtual outlet computer supplies the link to access the merchant resource, when the customer computer uses the link to access the merchant resource, the merchant computer in a manner customized to the virtual outlet, such manner being based on the database of information and identifying the virtual outlet that provided the link to the customer computer. |
|              |   | "FIG. 16 lists example information returned by the VO to the merchant during the sign-up process." Col. 12:55-56. The information in Figure 16 includes: URL of logos to display on order pages; URL for graphics for background; colors for various parts of screen; fonts for text; other characteristics for HTML display; etc.     "In step 1509, sign-up_Request permanently stores the sign-up information on the merchant computer and flags the stored information for review by a representative of the merchant computer." Col. 13:2-5 (emphasi added). The Merchant Order Processing Component "retrieves stored information supplied by the VO that allows the merchant computer to construct a description of an order Web page and uses the information to construct a description of an order Web page and send it to the customer[.] Some information,  |

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## Comparison of the U.S. Patent No. $6,\!993,\!572$ and U.S. Patent No. $6,\!016,\!504$

| No. | Claim Language of U.S. Patent No. 6,993,572 | Relevant Disclosure in U.S. Patent No. 6,016,504 ("the '504 patent")  |
|-----|---|---|
|     |   | 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." Col. 14:15-27 (emphasis added).  The '504 patent also discloses capturing a look and feel description using the Screen Customization option Provided in the Virtual Outlet Signup Screen: |

## Comparison of the U.S. Patent No. 6,993,572 and U.S. Patent No. 6,016,504

| Claim<br>No. | Claim Language of U.S. Patent No. 6,993,572 | Relevant Disclosure in U.S. Patent No. 6.016.504 ("the '504 patent")   |
|--------------|---|--|
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|              |   | Recigned 102277 Tees 1000000 1:00:100000 Vision 100000 1:00:100000 1:00:100000 1:00:100000 1:00:100000 1:00:100000 1:00:100000 1:00:100000 1:00:100000 1:00:100000 1:00:100000 1:00:100000 1:00:100000 1:00:1000000 1:00:10000000 1:00:100000000   |

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### Comparison of the U.S. Patent No. 6,993,572 and U.S. Patent No. 6,016,504

| Claim<br>No. | Claim Language of U.S. Patent No. 6,993,572   | Relevant Discissure in U.S. Patent No. 6,016,504 ("the '504 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 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. | The '504 patent discloses a computer processor (Merchant computer) coupled to the data store (Database) and in communication through the Internet with the host web page (Virtual Outlet) and programmed, upon receiving an indication that the link has been activated by a visitor computer (Customer 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 (Product) associated with the link:  • See Col. 7:41 - 8:6.  • "The virtual outlet component of the VO provides Web pages to customers that comprise a collection of text or images that describe or represent various products or services that the customer can purchase. Those text descriptions or images that represent items to be ordered from a merchant are associated on the VO Web page with hot links that allow a customer to directly access a merchant's order Web page." Col. 89-15.  • Claim I (emphasis added). A method for tracking a purchase of a product supplied by merchant, the purchase being made by a customer through a virtual outlet; the merchant, virtual outlet computer from the customer computer a request for a virtual outlet Web page, the virtual outlet Web page having an indication of the product and a link associated with the product, the link identifying a merchant Web page of the merchant computer, identifying the virtual outlet, and identifying a virtual outlet return Web page;  • sending from the virtual outlet computer to the customer computer the virtual outlet Web page;  • displaying at the ustomer computer to the merchant computer the virtual outlet Web page;  • displaying at the customer computer to the merchant computer a request for the merchant Web page identified by the link associated |

### Comparison of the U.S. Patent No. 6,993,572 and U.S. Patent No. 6,016,504

| Claim<br>No. | Claim Language of U.S. Patent No. 6,993,572   | Relevant Disclosure in U.S. Patent No. 6,016,504 ("the '504 patent")   |
|--------------|---|--|
|              |   | with the selected product, the request including an indication of the virtual outlet;  receiving at the merchant computer the request for the merchant Web page; o upon receiving the request for the merchant Web page, under control of the merchant computer, modifying the merchant Web page to contain a return link based on the indication of the virtual outlet included in the request so that upon completion of the purchase, the customer computer displays the virtual outlet return Web page identified by the return link;  sending from the merchant computer to the customer computer the modified merchant Web page; displaying at the customer computer the modified merchant Web page, wherein after the customer purchases the product from the merchant, the merchant credits the virtual outlet identified by the link; and upon completion of the purchase, displaying at the customer computer the virtual outlet return Web page identified by the return link in the modified merchant Web page.  Claim 2 (emphasis added):  The method of claim 1 wherein the merchant computer maintains a database of information describing a desired layout of the merchant Web page when the merchant Web page is accessed through the virtual outlet Web page and wherein the merchant computer customizes the merchant Web page in accordance with the information. |
| 17           | An e commerce outsourcing process comprising the steps of:  | The '504 patent discloses an e-commerce outsourcing process wherein a virtual outlet Web site outsources e-commerce requests from a customer computer to a merchant. (Summary of the Invention; Col. 5:24 - 6:65).   |
| 17(a)        | storing a look and feel description associated<br>with a first website in a data store associated<br>with a second website; | See 13(a), supra.  |
| 17(b)        | including within a web page of the first website,<br>which web page has a look and feel substantially                       | See 13(b), supra.  |

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## Comparison of the U.S. Patent No. 6,993,572 and U.S. Patent No. 6,016,504

| Claim<br>No. | Claim Language of U.S. Patent No. 6,993,572   | Relevant Disclosure in U.S. Patent No. 6,016,504 ("the '504 patent")  |
|--------------|---|---|
|              | corresponding to the stored look and feel<br>description, a link correlating the web page with<br>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, 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. | See 13(b), supra.   |
| 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 '504 patent discloses the process of claim 17 wherein the look and feel description comprises data defining a set of navigational links (a Navigation Bar), used on at least some of the web pages of the first website (VO), each of which links link to specific web pages of the first website.  Figure 25 shows an example Web page from a virtual outlet containing a logo and a navigation bar.  Figure 26 shows a web page served by the Merchant containing the same logo and navigation bar.   |
| 21           | The process of claim 17 wherein the look and feel description comprises data defining:  | The '504 patent discloses the process of claim 17 wherein the look and feel description contains all of the elements listed in this claim.  The Merchant web pages may be customized by the VO. Customizable elements include:  • Desigu information (e.g., color scheme) of the VO Web site (Col. 6:21-22)  • A page layout that is preferably a layout similar to that of the Web page for the [VO]. For example, the layout may indicate the contents of the banner, logo, and background color of the Web page. (Col. 7:58-62)  • The VO's logo, the desired background color, and other such information. (Col. 9:19-20)  • Colors and fonts. (Col. 9:49)  • Logos, graphics, colors and text fonts. (Col. 12:64-65) |

## Comparison of the U.S. Patent No. 6,993,572 and U.S. Patent No. 6,016,504

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| Claim<br>No. | Claim Language of U.S. Patent No. 6,993;572   | Relevant Disclosure in U.S. Patent No. 6,016,504 ("the '504 patent")   |
|--------------|---|--|
| 21(a)        | a logo associated with and displayed on at least  | Figure 16 lists additional elements, including a navigation bar. Customizable elements include:  |
|              | some of the web pages of the first website;   | The VO's logo, the desired background color, and other such information. (Col. 9:19-20)  |
| 21(b)        | a color scheme used on at least some of the web pages of the first website;   | Customizable elements include:   |
| 21(c)        | a page layout used on at least some of the web<br>pages of the first website; and   | Design information (e.g., color scheme) of the VO Web site (Col. 6:21-22)  Customizable elements include:  |
|              |   | A page layout that is preferably a layout similar to that of the Web page for the [VO]. For example, the layout may indicate the contents of the banner, logo, and background color of the Web page. (Col. 7:58-62)  |
| 21(d)        | navigational links, used on at least some of the<br>web pages of the first website, each of which<br>links link to specific web pages of the first<br>website.  | Customizable elements include: See Figure 16, "navigation bar."  |
|              |   |  |
| 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. | To the extent that the limitations of Claim 23 are not disclosed in the '504 patent, Claim 23 is invalid as obvious based on the '504 Arnold patent in view of, at least, the TravelNow.com prior art cited in Exhibit 4. The TravelNow.com prior art discloses accepting search parameters and using search parameters to search for specific products, such as hotels in a particular city on a particular date. Claim 23 of the '572 patent is also invalid as obvious based on the '504 Arnold patent in view of any other prior art reference cited in any part of Defendants' Joint Amended Invalidity Contentions that discloses accepting search parameters and using search parameters to search for specific products. The motivation to combine these references being, among other things, that each of the references is found in the affiliate marketing, ecommerce, and on-line retailing industries. |

<sup>1</sup> Also see Cyber-Sex-Toys Main Menu ..., 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 scatoy site, http://web.archive.org/web/19970607065542/www.sextoy.com/yoursite/stream.http://web.archive.org/web/19970607071136/www.sextoy.com/yoursite/stream.html. [DFNDT000952-000956]

Cyber-Sex-Toys Main Menu..., http://web.archive.org/web/1990/111063339/http://www.sex.toy.com/(July 11, 1997 version of sex.toy.com/sex archived by the Internet Archive (see note 4)) and related pages including: Premote your own sextoy site, http://web.archive.org/web/1990/111063513/www.sextoy.com/yoursite/synthia.html; and The Agreement, http://web.archive.org/web/1990/11072555/www.sextoy.com/yoursite/sgreement.html. [DFNDT000957-000961]

Cyber-Sex-Toys..., 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 size, http://web.archive.org/web/19971019015325/sww.sextoy.com/yoursite/yoursite.html; Baumers to Promote your own sextoy size, http://web.archive.org/web/19971019020942/sww.sextoy.com/yoursite/serent.html; and The Agreement, http://web.archive.org/web/19971019020942/sww.sextoy.com/yoursite/serent.html, DPN/DT000062-0009083

Cyber-Sex-Toys..., 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)). [DFNDT000963-000909]

Sextoys sex toys adult xxx ..., 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)). [IDENDT000970-000971]

Free business opportunity to make money from commission with xxx adult sextoys, http://web.archive.org/web/1998/205014933/www.sextoyfun.com/ (December 5, 1998 version of instructions for creating your own sextoys site as archived by the Internet Archive (see note 4)). [DENDT000972-000973]

Sextoys sex toys adult xxx ..., http://web.archive.org/web/19981207071712/http://www.sextoy.com/ (December 7, 1998 version of sextoy.com as archived by the Internet Archive (see note 4)). [DFNDT000074-000075]

Sextoys sex toys adult xxx ..., http://web.archive.org/web/19981212021024/http://sextoy.com/ (Devember 12, 1998 version of sextoy.com as archived by the Internet Archive (see note 4)) and related pages including. Free business opportunity to make money from commission with xxx adult sextoys, http://web.archive.org/web/1998121202701/www.sextor/fun.com/. [DFNDT000076-000779]

Sextoys sex toys adult xxx ..., http://web.archive.org/web/19990125091930/http://sextoy.com/ (January 25, 1999 version of sextoy.com as archived by the Internet Archive (see

Sectops sex tops adult xxx ..., 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)). [DFNDT000982-000083]

Promote your own sextor site, http://web.archive.org/web119990203092949/sextor,conten/env.html (Pebruary 3, 1999 version of instructions for creating your own sextors site as archived by the Internet Archive (see note 4)) and related pages including: Promote your own sextor site-Form,

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. [DFNDT000984-000989]

Sextoys sex toys adult xxx ..., 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 (Pebruary 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. [DPNDT000992-000094]

Sextoys sex toys adult xxx ..., 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, 105821

#### Comparison of U.S. Patent No. 6,993,572 and SexToy.com 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 Sextoy, com Website at www.sextoys.com<sup>2</sup>, (hereinafter "Sextoy") anticipates and/or renders obvious, alone or in combination with other prior art identified in Defendants' Amended Invalidity Contentions, the asserted claims as described in part below.

| Claim<br>No. | Claim Language of U.S. Patent No. 6.993,572 | Relevant Disclosure in Sextoy.com Prior Art  |
|--------------|---|--|
| 13           | An e commerce outsourcing system:           | "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] |

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). [DEVD7000993-000997]

Promote your own sextoy site, http://web.archive.org/web/1990421190131/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)), [DENDT000998]

Sextoys sex toys adult xxx ..., 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)). [DENDT1000999-0001000]

Promote your own sextoy site, http://web.archive.org/web/19990502170612/www.sextoy.com/cav/cnv.html (May 2, 1999 version of instructions for creating your own sextoy as archived by the Internet Archive (see note 4)). [DFND70001001-0001002]

Banner Atml, http://web.archive.org/web/19990910044933/http://www.sextoyfun.com/cgibin/convbrowse.cgi?102&cnvbanner.html (September 10, 1999 version of Banner.html as archived by the Internet Archive (see note 4)). [DFNDT0001003]

- <sup>2</sup> WHOIS Record for sextoy.com, http://www.networksolutions.com/whois/results.jsp?whoistoken=11 (last visited August 8, 2006) (sextoy.com was first registered on May 2, 1995 and is owned by Convergence, Inc.). [DFNDT10001060-0001061]
- <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/faqsplp. [DFNDT0001048-0001059]
- 4. Hos see Lewis Perdue, Eroticolite How Sex Shaped the Internet 5-6 (Idea/Worr 2002), available at http://www.eroticabia.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 paraphemelia 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

#### Comparison of U.S. Patent No. 6,993,572 and SexToy.com Prior Art

| Claim<br>No. | Claim Language of U.S. Patent No. 6,993,572 | 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 customer service, reliable shipping, and easy secure payment options, we consistently out sell any other sextoy sites in cyberspace." |

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 attilists system was faunched 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 etailing.

... [The v-commerce operation pioneered by Levine offers ... [a] central e-supplier providing] an online "extalog" 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.

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 \$S4 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 (Iconomy, Vitessa) or trying to re-invent themselves into another category that would attract more venture capital (esaler.com reborn as pop2ir, a so-called "contextual commerce technology company.)

Thanks to the product affiliate sales system he invented, Levine has succeeded in making a profit from ecommerce on the Internet – something that has eladed hundreds of venture-financed etailers who have collectively poured billions of investment dollars down a very large and seemingly instable from his first few monits on the Web. A mazon and other are still suranhing to get out of the loss columns." [Vin state his rather in referring to sextoy.com, not sextoyfun.com; David Levine began an affiliate program on sextoy.com in 1996]. [DFNDT0001048-0001039]; also see WHOIS Record for sextoyfun.com, hittp://www.networksolutions.com/whois/results.jsp?whoistoken=13 (last visited August 8, 2006) (sextoyfun.com was first registered on September 9, 1998) [DFNDT0001065-nouttos?]

5 Also see David Levine, http://www.davelevine.com (last visited on August 11, 2006)( "1O]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, [nc. 1 Started Wicked Cool Mall and opened stores selling lobsters, sneakers, watches, paintings, t-shirts, etc. Eventually I decided I outld 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 sector site for free. They can make the site look like their own, but we handle the orders and fulfilment [sc] and then send the affiliate a commission check each month for the sales in their store.") [DENDTO001078-0001078]

<sup>6</sup> Internet Archive Frequently Asked Questions, supra note 4.

#### Comparison of U.S. Patent No. 6,993,572 and SexToy.com Prior Art

| Claim<br>No. | Claim Language of U.S. Patent No. 6.993,572   | Relevant Disclosure in Sextoy.com Prior Art   |
|--------------|---|---|
| 76.          |   | 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 Interuet Archive <sup>6</sup> ). [DFNDT000947]  |
| 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 | "To get started as soon as possible: Please email the information below to us now dml@sextoy.com. Or you can fax it to (617) 666 3421."  Promote your own sextoy site, 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 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.  • Back To |
| 13(b)        | a computer processor coupled to the data store and in communication through the Interuet with   | "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.   |

| Claim | Claim Language of U.S. Patent No. 6.993.572   | Relevant Disclosure in Sextoy.com Prior Art   |
|-------|---|---|
| No.   | 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. | 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]  "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."  Banners to Promote your own sextoy site,  http://web.archive.org/web/19980517011218/sextoy.com/cnv/banner.html (May 17, 1998 version of sextoy.com/cnv/banner.html as archived by the Interuet Archive <sup>5</sup> ). |
|       |   | [DFNDT000948-000949]  "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]]  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.  "To get started as soon as possible: Please email the information below to us now dml@sextoy.com. Or you can fax it to (617) 666 3421."  |
|       |   |   |

 $<sup>^{7}</sup>$  Internet Archive Frequently Asked Questions,  $\mathit{supra}$  note 4.

## Comparison of U.S. Patent No. 6,993,572 and SexToy.com Prior Art

| Claim<br>No. | Claim Language of U.S. Patent No. 6,993,572 | Relevant Disclosure in Sextoy.com Prior Art   |
|--------------|---|---|
| 100          |   | archived by the Internet Archive <sup>8</sup> ). [DFNDT000947]  |
|              |   | It is well know 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 Covergence, Inc., the owner and operator of sextoy.com, is "[r]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] |
|              |   | 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 Covergence, Inc., and the merchant is the supplier, distributor, or manufacturer of the products.   |

### Comparison of U.S. Patent No. 6,993,572 and SexToy.com Prior Art

|              | CI TO TO THE TOTAL PROPERTY OF THE TOTAL PRO | D. F   |
|--------------|--|--|
| Claim<br>No. | Claim Language of U.S. Patent No. 6.993,572  | Relevant Disclosure in Sextoy.com Prior Art  |
|              |  | [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 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.  |
|              |  | Back To(your site name)     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="#600000"; BGCOLOR="#FFFFFF" LINK="#FF6000" 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]  |
|              |  | "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."   |
|              |  | 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  |

 $<sup>^{\,8}</sup>$  Internet Archive Frequently Asked Questions, supra note 4.

## Comparison of U.S. Patent No. 6,993,572 and SexToy.com Prior Art

| Claim | Claim Language of U.S. Patent No. 6,993,572  | Relevant Disclosure in Sextoy.com Prior Art   |
|-------|--|---|
| No.   |  |   |
| 17    | An e-commerce outsourcing process comprising the steps of:                                     | Sextoy.com provided an e-commerce outsourcing process for host website operators, which allowed host website operators to sell sex toys over the interuet under their own name with the same look and feel as their own website.  |
|       |  | "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]   |
|       |  | "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."  More information - Promote your own sextoy site, May 17, 1998 version (emphasis removed). [DFNDT000947] |
| 17(a) | storing a look and feel description associated with a first website in a data store associated | Sextoy com stored a look and feel description associated with a first website in a data store associated with a second website.   |
|       | with a second website;   | 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.   |
|       |  | "To get started as soon as possible: Please email the information below to us now dml@sextoy.com. Or you can fax it to (617) 666 3421." Promote your own sextoy site, 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  |

Supra notes 5 and 6.

| Claim | Claim Language of U.S. Patent No. 6,993,572 | Relevant Disclosure in Sextoy.com Prior Art  |
|-------|---|--|
| No.   |   | 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 was 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.   |
|       |   | Back To (your site name)     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="#FF000 Also, if you want to insert an image for the background either forward the image to 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]  |
|       |   | It is well know 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 Covergence, Inc., the owner and operator of sextoy.com, is "[r]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 kee 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] |
|       |   | 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,   |

## Comparison of U.S. Patent No. 6,993,572 and SexToy.com Prior Art

| Claim | Claim Language of U.S. Patent No. 6,993,572  | Relevant Disclosure in Sextoy.com Prior Art   |
|-------|--|---|
| No.   |  |   |
|       |  | 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 Covergence, Inc., and the merchant is the supplier, distributor, or manufacturer of the products.  |
| 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  | 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.  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).  "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]  "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."  Banners to Promote your own sextoy site, May 17, 1998 version. [DFNDT000948-000949] |
| 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 | 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.  Once the hyperlink was activated, sextoy.com served to the visitor computer the   |

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## Comparison of U.S. Patent No. 6,993,572 and SexToy.com Prior Art

| Claim<br>No. | Claim Language of U.S. Patent No. 6,993,572 | Relevant Disclosure in Sextoy.com Prior Art   |
|--------------|---|---|
|              | associated with the link.                   | sextoy website of the host website operator where the visitor was able to purchase t selected commerce objects (sex toys).  |
|              |   | The look and feel of the sextoy website of the host website operator was the same a 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" the host website. |
|              |   | "To get started as soon as possible: Please email the information below to us now dml@sextoy.com. Or you can fax it (617) 666 3421."  |
|              |   | Promote your own sextoy site, 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 sul actual HTML if you like). If you want to serve a logo or image, either forward us 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 w to put in a link so that customers can go back to your main site.) Or if you are usin frames, you may want to leave the bottom space blank.   |
|              |   | Back To(your site name)     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="#FF00  |
|              |   | Also, if you want to insert an image for the background either forward the image to or tell us the URL where the image is will be served from.  |
|              |   | Promote your own sextoy site, May 17, 1998 version (emphasis removed).  |

## Comparison of U.S. Patent No. 6,993,572 and SexToy.com Prior Art

| Claim | Claim Language of U.S. Patent No. 6,993,572 | Relevant Disclosure in Sextoy.com Prior Art   |
|-------|---|---|
| No.   |   | [DFNDT000945-000946]  |
|       |   | "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."  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 Interuet Archive <sup>10</sup> . [DFNDT000947]  |
|       |   | It is well know 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 Covergence, Inc., the owner and operator of sextoy.com, is "[r]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 mimble. 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] |
|       |   | 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 Covergence, Inc., and the merchant is the supplier, distributor, or manufacturer of the products.   |

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<sup>10</sup> Internet Archive Frequently Asked Questions, supra note 4.

| Claim  | Claim Language of U.S. Patent No. 6,993,572  | Relevant Disclosure in Sextoy.com Prior Art  |
|--------|--|--|
| No. 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. | "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.  • Back To |
|        |  | 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]  |

## Comparison of U.S. Patent No. 6,993,572 and SexToy.com Prior Art

| Claim | Claim Language of U.S. Patent No. 6,993,572   | Relevant Disclosure in Sextoy.com Prior Art  |
|-------|---|--|
| No.   |   |  |
| 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<br>some of the web pages of the first website; | 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.  The sextoy website of the host website operator included the logo 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.  "Promote your own sextoy site, May 17, 1998 version (emphasis removed).  [DFNDT000945-000946]   |
| 21(b) | a color scheme used on at least some of the web pages of the first website;                     | The look and feel description comprises data defining: a color scheme used on at least some of the web pages of the first website.  The sextoy website of the host website operator included the color scheme of the host website.  "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] |
| 21(c) | a page layout used on at least some of the web pages of the first website; and                  | The look and feel description comprises data defining: a page layout used on at least some of the web pages of the first website.  |

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## Comparison of U.S. Patent No. 6,993,572 and SexToy.com Prior Art

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| Claim | Claim Language of U.S. Patent No. 6,993,572  | Relevant Disclosure in Sextoy.com Prior Art   |
|-------|--|---|
| No.   |  | The sextoy website of the host website operator included the same layout as 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.) Or if you are using frames, you may want to leave the bottom space blank.   |
|       |  | Back To(your site name)     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="#FF00F" 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]   |
| 21(d) | navigational links, used on at least some of the<br>web pages of the first website, each of which<br>links link to specific web pages of the first<br>website. | 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.  |
|       |  | The sextoy website of the host website operator had at least some of the same navigational links as 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.  |

## Comparison of U.S. Patent No. 6,993,572 and SexToy.com Prior Art

| Claim Language of U.S. Patent No. No. | 6.993.572 Relevant Disclosure in Sextoy.com Prior Art  |
|---------------------------------------|--|
|                                       | 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.  |
|                                       | Back To (your site name)     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") 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]  |

| Claim | 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 | "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] |
|       | the product categories.   | "Also, as long as you are using images to promote our sextoy site (sic) you can borrow images from your toy site."  Banners to Promote your own sextoy site, May 17, 1998 version. [DFNDT000948-000949]   |
|       |   | "Webmasters - Earn commission for selling sextoys." Sextoys sex toys adult xxx, http://web.archive.org/web/19980517004202/http://sextoy.com/ (May 17, 1998 version of sextoy.com/cnv/moreinfo.html as archived by the Interuet Archive <sup>11</sup> ). [DFNDT000950-000951]                        |
|       |   | The visitor from the host website could search categories of products including vibrators, toys for men, bondage, pleasure kits, or lotions, creams, and oils.  |
|       |   | Vibrator and Stimulator World - Realistic Cocks, Massagers, Strap-Ons, Vibrating eggs, and more. Toys For Men - Pumps, Vaginas, Cock Rings, Strap-On Penises, Blow job simulators, and more.  |
|       |   | Bondage Fantasy - Restraints, Body jewelry, Swings, and more.     Butt Of Course - a Variety of anal stimulators including Inflatable, Ejaculating, and Climax Beads.   |
|       |   | Pleasure Kits - Special occasion gift kits and variety kits for stimulation. Female, Male, and Animal - Love Dolls. The best selection in cyberspace. Lotions, Creams, and Oils - For lubrication, flavor, massage, desensitization   |

 $<sup>^{11}</sup>$  Internet Archive Frequently Asked Questions,  $\mathit{supra}$  note 4.

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## Comparison of U.S. Patent No. 6,993,572 and SexToy.com Prior Art

| Claim | Claim Language of U.S. Patent No. 6,993,572   | Relevant Disclosure in Sextoy.com Prior Art   |
|-------|---|---|
| No.   |   |   |
|       | Cham Language of U.S. Patent No. 6.393,572  The process of claim 17 further comprising storing at the second website data concerning a plurality of commerce objects. | Relevant Disclosure in Sextov.cam Prior Art  The visitor from the host website bought sex toys and sex-related products (e.g. lotions and creams) from the sextoy website of the host website operator.  "Lotions, Creams, and Fun  Wet Lubricants - Number 1 water based formula in Europe, Australia, The Orient, South America, Canada, and the United States.  Astro Glide - Mimics the body's own lubricating fluids.  Tight Stuff Oriental Oil - Contracts and tightens vaginal walls.  Anal Eze and Sta-Hard Cream - Desensitizing cream for the anus and penis  Wet Fun Flavors - Rub it and it gets hot blow on it and it gets hotter.  ID Lubes - Flavored and non Flavored with and without nonoxnoly-9.  Champagne Bubble Bath - 42oz Champagne bottle of bubble bath  K-Y Jelly - The ideal all around lubricant  Motion Lotion - Warms to the touch heats up when blown on!  Joy Jelly - Exotic Flavored Lotions  Lure for Him or Her - Fragrance formulated with pheromone attractant.  Spanish Fly - Believed to ignite sexual passion in those who drink it. |
|       |   | <ul> <li>Kama Sutra Oils of Love - These light, silky, edible oils are Kama Sutra's all<br/>time best sellers.</li> </ul>   |
|       |   | Kama Sutra Honey Dust - A sweet silky edible essence of honey in a velvety soft powder.      Edible Finger Paints - The art of love.  |
|       |   | <ul> <li>ForPlay Lubricants - Ensures long lasting lubricity, adding to fun, comfort, and<br/>sensual pleasures.</li> </ul>   |
|       |   | PeterButter and Nipple Rouge - add flavor to the penis or accentuate your<br>nipples"  Lotions, Creams, and Flavors.  |

<sup>&</sup>lt;sup>13</sup> Internet Archive Frequently Asked Questions, *supra* note 4.

### Comparison of U.S. Patent No. 6,993,572 and SexToy.com Prior Art

| Claim Claim Language of U.S. Patent No. 6,993,572 No. | Relevant Disclosure in Sextoy.com Prior Art  |
|---|--|
|   | and more.  Edible Sex - Edible undies, edible condoms, penis pasta and more.  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] |

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## Comparison of U.S. Patent No. 6,993,572 and SexToy.com Prior Art

| Claim Claim Language of U.S. Patent No. 6,993,5<br>No. | 72 Relevant Disclosure in Sextoy.com Prior Art  |
|--|---|
|  | http://web.archive.org/web/19980517004452/sextoy.com/lotion/lotion.html (emphasis and links removed) (May 17, 1998 version of sextoy.com/lotion/lotion.html as archived by the Interuet Archive <sup>13</sup> ). <sup>14</sup> [DFNDT0001069] |

<sup>&</sup>lt;sup>14</sup> Supra note 10.

<sup>12</sup> The products and organization of the Sextoys sex toys adult xxx ... webpage at 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/sextoys/index.html [DFNDT0001077-0001074] (April 19, 2000 version of www.bluetrouble.com/sextoys/index.html [DFNDT0001077-0001074] (April 19, 2000 version of www.bluetrouble.com/sextoys/index.html as archived by the Internet Archive (See note 41)) (bluetrouble.com was an affiliate of sextoy.com; the same products (in the same product categories) were also available at Sextoys sex toys cabult xxx ..., http://web.archive.org/web/20000408212358/http://www.sextoy.com/ (April 8, 2000 version of www.sextoy.com as archived by the Internet Archive (see note 41)). [DFNDT0001073-0001077]

| Claim Claim Language of U.S. Patent No. 6,993,572<br>No.  | Relevant Disclosure in Sextay.com Prior Art   |
|---|---|
| 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. | "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]  "More Info If you have further questions, email dml@sextoy.com or call (617) 666 3856  Sales will be totaled from the 16th of the previous month to the 15th of the current month and paid before the 28th of the current month.  Only checks over \$10 will be paid. We will total up to 3 months of sales to get a check over \$10 to send.  Customers that earn over \$1000 in sales in any given month will receive 20% commission during that month.  If you receive checks 6 months in a row from us, let us know and we will bump you to 20% commission permanently!  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."  More information - Promote your own sextoy site, May 17, 1998 version. [DFNDT000947] |

### Comparison of U.S. Patent No. 6,993,572 and SexToy.com Prior Art

| Claim<br>No. | Claim Language of U.S. Patent No. 6,993,572  | Relevant Disclosure in Sextoy.com Prior Art   |
|--------------|--|---|
| 26           | The process of claim 17 further comprising, after part (c), responsive to an indication received from the visitor computer of a desire to purchase a product or service identified in the content based on the commerce object and served in the composite web page, capturing billing information from the visitor computer and passing captured billing information to a merchant offering the indicated product or service. | Responsive to an indication received from the visitor computer of a desire to purchase a product or service identified in the content based on the commerce object and served in the composite web page, sextoy.com captured billing information from the visitor computer and passed captured billing information to a merchant offering the indicated product or service.  The sextoy website of the host website operator included functionality that allowed the visitor to purchase sex toys and sex-related products by capturing billing information from the visitor and passing the billing information to the merchant (Convergence, Inc.).  "All products are shipped discreetly in a nondescript cardboard box with a label from Convergence, Inc., and your credit card will be charged by Convergence, Inc."  Sex Toy Order Center,  http://web.archive.org/web/19980517004548/sextoy.com/order.html (emphasis removed) (May 17, 1998 version of sextoy.com/order.html as archived by the Internet Archive 17). [DFNDT0001070-0001071]  "Payment Options To Order through the Computer: Secure Credit Card Form - Submit your order securely through a Netscape secure server.  Credit Card Form - If the secure form (above) does not appear in your browser, try this form. Ins form is not encrypted, but odds of someone seeing your card numbers are still quite small." Sex Toy Order Center, May 17, 1998 version (emphasis and links removed). [DFNDT0001070-0001071] |

<sup>15</sup> Internet Archive Frequently Asked Questions, supra note 4.

## Comparison of U.S. Patent No. 6,993,572 and SexToy.com Prior Art

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| Claim     | Claim Language of U.S. Patent No. 6,993,572   | Relevant Disclosure in Sextoy.com Prior Art  |
|-----------|---|--|
| No.       |   |  |
| 27        | The process of claim 17 wherein the commerce object is a set of product categories, each comprising a plurality of products or services,                                    | The commerce object is a set of product categories, each comprising a plurality of products or services.   |
|           | and further comprising:   | The product categories associated with the sextoy website of the host website operator included sex toys and sex-related products.   |
| 27(a)     | before serving the composite web page to the visitor computer:  | Before serving the composite web page to the visitor computer:   |
|           | viewor computer.  | Items (i) and (ii) below were carried out before serving the composite web page to the visitor computer:   |
| 27(a)(i)  | contracting with merchants offering the products<br>or services for sale to include data concerning<br>the commerce objects of said merchants at the<br>second website, and | The sextoy website of the host website operator contracted with a merchant (Convergence, Inc., owners of sextoy.com), who offering the products or services for sale, to include data conceruing the commerce objects of said merchants at the second website. Convergence, Inc dropped shipped sex toys and sex-related products. |
|           |   | "We [Convergence Inc] have been drop shipping sextoys from web-generated orders since February 1995."  More information - Promote your own sextoy site, May 17, 1998 version.  [DFNDT000947]   |
| 27(a)(ii) | storing at the second website data concerning the plurality of products or services; and  | Sextoy.com stored at the second website data concerning the plurality of products or services.   |
|           |   | The visitor from the host website bought t sex toys and sex-related products (e.g. lotions and creams) from the sextoy website of the host website operator.   |
|           |   | "Lotions, Creams, and Fun  |
|           |   | Wet Lubricants - Number 1 water based formula in Europe, Australia, The<br>Orient, South America, Canada, and the United States.   |
|           |   | Astro Glide - Mimics the body's own lubricating fluids.  |
|           |   | Tight Stuff Oriental Oil - Contracts and tightens vaginal walls.   |
|           |   | <ul> <li>Anal Eze and Sta-Hard Cream - Desensitizing cream for the anus and penis</li> </ul>   |

## Comparison of U.S. Patent No. 6,993,572 and SexToy.com Prior Art

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| Claim    | Claim Language of U.S. Patent No. 6,993,572  | Relevant Disclosure in Sextoy.com Prior Art   |
|----------|--|---|
| No.      |  | Wet Fun Flavors - Rub it and it gets hot blow on it and it gets hotter. D Lubes - Flavored and non Flavored with and without nonoxnoly-9. Champagne Bubble Bath - 42oz Champagne bottle of bubble bath K-Y Jelly - The ideal all around lubricant Motion Lotion - Warms to the touch heats up when blown on! Joy Jelly - Exotic Flavored Lotions Lure for Him or Her - Fragrance formulated with pheromone attractant. Spanish Fly - Believed to ignite sexual passion in those who drink it. Kama Sutra Oils of Love - These light, silky, edible oils are Kama Sutra's all time best sellers. Kama Sutra Honey Dust - A sweet silky edible essence of honey in a velvety soft powder. Edible Finger Paints - The art of love. ForPlay Lubricants - Ensures long lasting lubricity, adding to fun, comfort, an sensual pleasures. PeterButter and Nipple Rouge - add flavor to the penis or accentuate your nipples'  Lotions, Creams, and Flavors, May 17, 1998 version (emphasis and links removed).  [DFNDT0001069] |
| 27(b)    | after serving the composite web page to the visitor computer:  | Items (i) and (ii) below were carried out after serving the composite web page to the visitor computer:   |
| 27(b)(i) | accepting search parameters through the<br>composite web page and using said parameters<br>to search for specific ones of the plurality of<br>products or services within the product<br>categories, and | Sextoy.com accepted search parameters through the composite web page and using said parameters to search for specific ones of the plurality of products or services within the product categories.  The sextoy website of the host website operator included functionality that allowed the user to search for specific products.   |

<sup>16</sup> See note 10.

e note 10.

| Claim     | Claim Language of U.S. Patent No. 6,993,572  | Relevant Disclosure in Sextoy.com Prior Art   |
|-----------|--|---|
| No.       |  | **Uctions, Creams, and Fun  Wet Lubricants - Number 1 water based formula in Europe, Australia, The Orient, South America, Canada, and the United States.  Astro Glide - Mimies the body's own lubricating fluids.  Tight Stuff Oriental Oil - Contracts and tightens vaginal walls.  Anal Eze and Sta-Hard Cream - Desensitizing cream for the anus and penis  Wet Fun Flavors - Rub it and it gets hot blow on it and it gets hotter.  ID Lubes - Flavored and non Flavored with and without nonoxnoly-9.  Champagne Bubble Bath - 42oz Champagne bottle of bubble bath  K-Y Jelly - The ideal all around lubricant  Motion Lotion - Warms to the touch heats up when blown on!  Joy Jelly - Exotic Flavored Lotions  Lure for Him or Her - Fragrance formulated with pheromone attractant.  Spanish Fly - Believed to ignite sexual passion in those who drink it.  Kama Sutra Oils of Love - These light, silky, edible oils are Kama Sutra's all time best seliers.  Kama Sutra Honey Dust - A sweet silky edible essence of honey in a velvety soft powder.  Edible Finger Paints - The art of love.  Forflay Lubricants - Ensures long lasting lubricity, adding to fun, comfort, and sensual pleasures.  PeterButter and Nipple Rouge - add flavor to the penis or accentuate your nipples''  Lotions, Creams, and Flavors, May 17, 1998 version (emphasis and links removed).   IDFNDT0001069] |
| 27(b)(ii) | responsive to an indication received from the visitor computer of a desire to purchase one of the plurality of products or services identified through the search, capturing billing information | Responsive to an indication received from the visitor computer of a desire to purchase one of the plurality of products or services identified through the search, sextoy website of the associate captured billing information from the visitor computer and passed captured billing information to the merchant offering the indicated product or   |

<sup>17</sup> See note 10.

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## Comparison of U.S. Patent No. 6,993,572 and One & Only Articles Prior $\operatorname{Art}^{1,2}$

Based upon 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 Infringement Contentions served April 15, 2011, One & Only Internet Personals at www.one-and-only.com, anticipate and/or render obvious, alone or in combination with other prior art identified in Defendants' Amended Invalidity Contentions, the asserted claims as described in part below.

| Claim<br>No. | Claim Language of U.S. Patent No. 6,993,572   | Relevant Disclosure in One & Only Articles Prior Art ("One &Only")  |
|--------------|---|---|
| 13           | An e-commerce outsourcing system comprising:  | One & Only Internet Personals at www.one-and-only.com, provided an e-commerce outsourcing system.   |
|              |   | "Consider, for instance, matchmaker site One & Only. The site, which launched in 1996, makes half of its money from an affiliate network with more than 8,000 members."  Whit Andrews, Partners in Affiliate Marketing Struggle With Branding Issues, Internet World, April 13, 1998. 3,4,5 [DFNDT0001690-0001692, DFNDT0001712-0001715]  |
| 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 site [One & Only], which launched in 1996, makes half of its money from an affiliate network with more than 8,000 members. Each of these members has the choice of building a private-label site or a co-branded site with One & Only And One and Only allows affiliates to customize navigational features, such as search categories, for their sites, which makes it harder to tell users they have to switch." |

<sup>&</sup>lt;sup>1</sup> See also the prior art identified in the invalidity contentions for the One & Only Network Prior Art.

#### Comparison of U.S. Patent No. 6,993,572 and SexToy.com Prior Art

| Claim | Claim Language of U.S. Patent No. 6,993,572   | Relevant Disclosure in Sextoy.com Prior Art  |
|-------|---|--|
| No.   | from the visitor computer and passing captured billing information to the merchant offering the indicated product or service. | service.  The sextoy website of the host website operator included functionality that allowed the user to purchase sex toys and sex-related products by capturing billing information from the visitor and passing the billing information to the merchant (Convergence, Inc.).  "All products are shipped discreetly in a nondescript cardboard box with a label from Convergence Inc., and your credit card will be charged by Convergence Inc."  Sex Toy Order Center, May 17, 1998 version (emphasis removed). [DFNDT0001070-0001071]  "Payment Options  To Order through the Computer: Secure Credit Card Form - Submit your order securely through a Netscape secure server.  Credit Card Form - If the secure form (above) does not appear in your browser, try this form. This form is not encrypted, but odds of someone seeing your card numbers are still quite small." Sex Toy Order Center, May 17, 1998 version (emphasis and links removed). [DFNDT0001070-0001071] |

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#### Comparison of U.S. Patent No. 6,993,572 and One & Only Articles Prior Art

| Claim<br>No. | Claim Language of U.S. Patent No. 6,993,572    | Relevant Disclosure in One & Only Articles Prior Art ("One &Only")   |
|--------------|--|--|
|              |  | Whit Andrews, Partners in Affiliate Marketing Struggle With Branding Issue. 6,7,8 [DFNDT0001690-0001692, DFNDT0001712-0001715]   |
|              |  | "One & Only Internet Personals offers a customized version of their classifieds service that integrates seamlessly with the look and feel of the owner's website."  James L. Marciano, Are Affiliate Programs for You?. [DFNDT0001693-0001697, DFNDT0001716-0001719] |
|              |  | The host is the affiliate, the outsource provider is One & Only and the merchant is person placing the classified or personal ad.  |
| 13(b)        | a computer processor coupled to the data store | "The site [One & Only], which launched in 1996, makes half of its money from an  |

<sup>6.</sup> Also see Welcome To One&Only Network, April 27, 1999 version ("We provide you with detailed stats, a customizable web site to integrate into your own web presence.... Let us put you on the fast track to B-Commerce success with our proven content that you can customize and market as your own." (pPNDT0001698-0001699)

Our UTrade product has tremendous flexibility. Let's say you have an antique web site, and you want to join our program to make some cash and get some auction content.

BUT...you want to maintain your antique theme. With our unique customization technology you can build your associate site to only show antique listings. On top of that, let's say you already have you're own logo and brand name you'd like to use and you've got a great background colory you like. Oh, and let's say your from Pennsylvania and you want to add a "local feel to your site". Well, with UTrade, you can set up an associate site that will have your name, logo, background only only listing antiques from Pennsylvania!

Our system is flashble isic leavuigh to handle your every whim! Again, we want to provide you with the tools you need to succeed.

With our easy customization features, we become part of your site. You can add your logo, specify a background color or gif, design your own menu ber [sic]. You can even filter the database on search criteria such as geography and category. All our products are set up so you can create a customized service that extens to your existing audience and blends seamlessly with your own web site. No other associate program gives you the tools to tailor your content to fit your current home page.

Don't worry about losing visitors either because a link back to your main home page is prominently displayed at all times within your associate site."). [DFNDT0001700-0001701]

8 Also see Mike Curis, Affiliate Programs: Why They're Going To LAST, available at

have zero track canar, applicate roughness. The pre-to-drong of zone, scenarios are the highly web annive or egyweb (1999) \$171254 www.oneandonly network.com/Zcommerce Littm/IMID=0 (September 15, 1999 version of www.oneandonly network.com/Zcommerce Littm/IMID=0 (see note 3)) ("the One & Only Romance Network (personal classified ads) assigns each associate a unique "associate site" that is theirs specifically. We use an ID number, with a database query string in the URL, to track sales and traffic for each associate."). IPNDTITORITA-0007.001

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<sup>&</sup>lt;sup>2</sup> WHOIS Record forone-and-only.com, http://www.networksolutions.com/whois/results.jsp?/whoistoken=0 (last visited August 14, 2006) (one-and-only.com was first registered on November 30, 1995). [DFNDT0001707-0001711]

<sup>&</sup>lt;sup>3</sup> Also see One & Only Internet Personals and Romance, http://web.archive.org/web/19970609215214/http://www.one-and-only.com/menul.htm (June 9, 1997 version of www.one-and-only.com/menul.htm as archived by the Internet Archive. (see note 5)) ("Match you website to the world. One & Only brings your site revenue."). [DFNDT0001702-0001703]

<sup>&</sup>lt;sup>4</sup> Also see Welcome To One&Only Network, http://web.archive.org/web/19990427193911/http://www.oneandonlynetwork.com/ (April 27, 1999 version of www.oneandonlynetwork.com/ is archived by the Internet Archive. (see note 5)) ("We [One & Only] provide you with the tools that free you [associates] from the limitations and distractions associated with making money online. To ut focus on the creative and marketing and while we maintain the hardware, programming and customer support, including credit card approval and billing. We provide you with detailed stats, a customizable web site to integrate into your own web presence, tips on how to succeed, and most importantly the CONTENTIFY. [DPNDT0001090-0001609]

For more information about the Internet Archive and web pages archived therein, see Internet Archive Frequently Asked Questions, http://www.archive.org/about/faqs.php.[Document DFNDT0001751-0001794]

Also see Custom Features, http://web.archive.org/web/19990422060034/http://www.onendonlynetwork.com/customize.htm (April 22, 1999 version of www.onendonlynetwork.com/customize and integrate our content into your sife seamlessly. All content appears to be your own because we match the look and feel to your home page."\(\text{V}\)" ("Customizing makes it easy to maintain your sites [sic] look and feel. With our easy customization features, we become part of your site. You can add your logs and design your own menu bar.

#### Comparison of U.S. Patent No. 6,993,572 and One & Only Articles Prior Art

| Claim | Claim Language of U.S. Patent No. 6,993,572    | Relevant Disclosure in One & Only Articles Prior Art ("One &Only")                     |
|-------|--|--|
|       | and in communication through the Internet with | affiliate network with more than 8,000 members. Each of these members has the          |
|       | the host web page and programmed, upon         | choice of building a private-label site or a co-branded site with One & Only And       |
|       | receiving an indication that the link has been | One and Only allows affiliates to customize navigational features, such as search      |
|       | activated by a visitor computer in Internet    | categories, for their sites, which makes it harder to tell users they have to switch." |
|       | communication with the host web page, to serve | Whit Andrews, Partners in Affiliate Marketing Struggle With Branding Issue. 9, 10      |
|       | a composite web page to the visitor computer   |  |

<sup>9</sup> Also see Custom Features, April 22, 1999 version ("Get Your HTML Link Code

Our unmatched leading-edge co-branding technology gives you the ability to customize and integrate our content into your site seamlessly. All content appears to be your own because we match the look and feel to your home page.

With our easy customization features, we become part of your site. You can add your logo, specify a background color or gif, design your own menu bar [sic]. You can even filter the database on search criteria such as goography and category. All our products are set up so you can create a customized service that caters to your existing audience and blends seamlessly with your own web site. No other associate program gives you the tools to tailor your content to fit your current home page.

Our UlTrade product has tremendous flexibility. Let's say you have an antique web site, and you want to join our program to make some cash and get some auction content.

BUT.\_you want to maintain your antique theme. With our unique customization technology you can build your associate site to only show entique listings. On top of that, let's say you already have you're own logo and brand name you'd like to use and you've got as theekgound color you like. Oh, and let's say your from Pennsylvania and you want to add a "local feel to your site." Well, with UlTrade, you can set up an associate site that will have your name, logo, bacground color, only listing antiques from Pennsylvania!

Our system is flexible [sic] enough to handle your every whini! Again, we want to provide you with the tools you need to succeed.

Can You Just Have a Link on Your Site ... Of course

Customizing makes it easy to maintain your sites [sic] look and feel. With our easy customization features, we become part of your site. You can add your logo and design your own menu bar.

Don't worry about losing visitors either because a link back to your main home page is prominently displayed at all times within your associate site.") (emphasis and links removed), [DPNDT0001700-0001701]

Also see Welcome To One&Only Network, April 27, 1999 version ("Get Your HTML Link Code")

We [One & Only] provide you with the tools that free you [associates] from the limitations and distractions associated with making money online. You focus on the creative and marketing end while we maintain the hardware, programming and customer support, including credit card approval and billing. We provide you with detailed stats, a customizable web site to integrate into your own web presence, tips on how to succeed, and most importantly the CONTENT!

Let us put you on the fast track to E-Commerce success with our proven content that you can customize and market as your own." (emphasis and links removed).
[DFNDT0001609-0001609]

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| Claim<br>No. | Claim Language of U.S. Patent No. 6,993,572   | Relevant Disclosure in One & Only Articles Prior Art ("One &Only")   |
|--------------|---|--|
|              | 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. | [DFNDT0001690-0001692, DFNDT0001712-0001715]  "One & Only Internet Personals offers a customized version of their classifieds service that integrates seamlessly with the look and feel of the owner's website."  James L. Marciano, Are Affiliate Programs for You?. [DFNDT0001693-0001697, DFNDT0001716-0001719]  "Because subscriptions are for sale instead of products"  Whit Andrews, Partners in Affiliate Marketing Straggle With Branding Issue. [DFNDT0001690-0001692, DFNDT0001715] |
| 17           | An e-commerce outsourcing process comprising the steps of:  | One & Only was an e-commerce outsourcing solution for "associates, which allowed associates to have a personals and classified website under their own name with the same look and feel as their own website. 11, 12, 13   |

Comparison of U.S. Patent No. 6,993,572 and One & Only Articles Prior Art

Our unmatched leading-edge co-branding technology gives you the ability to customize and integrate our content into your site seamlessly. All content appears to be your own because we match the look and feel to your home page.

With our easy customization features, we become part of your site. You can add your logo, specify a background color or gif, design your own menu bar [sic]. You can even filter the database on search criteria such as geography and category. All our products are set up so you can create a customized service that caters to your existing audience and blends seamlessly with your own web site. No other associate program gives you the tools to tailor your content to fit your current home page.

Our UTrade product has tremendous flexibility. Let's say you have an antique web site, and you want to join our program to make some cash and get some auction content.

BUT...you want to maintain your antique theme. With our unique customization technology you can build your associate site to only show antique listings. On top of that, let's say you already have you're own logo and brand name you'd like to use and you've got a great background color you like. Oh, and let's say your from Pennsylvania and you want to add a "local feel to your site". Well, with UTrade, you can set up an associate site that will have your name, logo, background only only listing antiques from Pennsylvanial Our system is Rabbile [sic] enough to handle your every whim! Again, we want to provide you with the tools you need for succeed.

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#### Comparison of U.S. Patent No. 6,993,572 and One & Only Articles Prior Art

| Claim | Claim Language of U.S. Patent No. 6,993,572   | Relevant Disclosure in One & Only Articles Prior Art ("One &Only")   |
|-------|---|--|
| No.   |   | "The site [One & Only], which launched in 1996, makes half of its money from an affiliate network with more than 8,000 members. Each of these members has the choice of building a private-label site or a co-branded site with One & Only And One and Only allows affiliates to customize navigational features, such as search   |
|       |   | categories, for their sites, which makes it harder to tell users they have to switch." Whit Andrews, Partners in Affiliate Marketing Struggle With Branding Issue. [DFNDT0001690-0001692, DFNDT0001712-0001715]  |
| 17(a) | storing a look and feel description associated with a first website in a data store associated with a second website; | "The site [One & Only], which launched in 1996, makes half of its money from an affiliate network with more than 8,000 members. Each of these members has the choice of building a private-label site or a co-branded site with One & Only And One and Only allows affiliates to customize navigational features, such as search categories, for their sites, which makes it harder to tell users they have to switch." Whit Andrews, Partners in Affiliate Marketing Struggle With Branding Issue. 14,15 [DFNDT0001690-0001692, DFNDT0001712-0001715] |

Customizing makes it easy to maintain your sites [sic] look and feel. With our easy customization features, we become part of your site. You can add your logo and design your own menu bar.

Don't worry about losing visitors either because a link back to your main home page is prominently displayed at all times within your associate size.") (emphasis and links removed), [DFNDT000170040001701]

<sup>13</sup> Also see Welcome To One&Only Network, April 27, 1999 version ("We [One & Only] provide you with the tools that free you [associates] from the limitations and distractions associated with making money online. You focus on the creative and marketing end while we maintain the hardware, programming and outsomer support, including credit and approval and billing. We provide you with detailed stats, a customizable web site to integrate into your own web presence, tips on how to succeed, and most importantly the CONTENTI

Let us put you on the fast track to E-Commerce success with our proven content that you can customize and market as your own. () (emphasis and links removed). (DFNDT0001698-0001699)

14 Also see Custom Features, April 22, 1999 version ("Our unmatched leading-edge co-branding technology gives you the ability to customize and integrate our content into your site seamlessly. All content appears to be your own because we match the look and feel to your home page.

With our easy customization features, we become part of your site. You can add your logo, specify a background color or gif, design your own menu bar [sic]. You can even filter the database on search criteria such as geography and category. All our products are set up so you can create a customized service that caters to your existing audience and blends seamlessly with your own web site. No other associate program gives you the tools to tailor your content to fit your current home page.

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#### Comparison of U.S. Patent No. 6,993,572 and One & Only Articles Prior Art

| im Language of U.S. Patent No. 6,993,572 | Relevant Disclosure in One & Only Articles Prior Art ("One & Only")   |
|--|---|
|  |   |
|  | "One & Only Internet Personals offers a customized version of their classifieds service   |
|  | that integrates seamlessly with the look and feel of the owner's website."  |
|  | James L. Marciano, Are Affiliate Programs for You?. [DFNDT0001693-0001697,<br>DFNDT0001716-0001719]   |
|  | The host is the affiliate, the outsource provider is One & Only and the merchant is person placing the classified or personal ad.   |
| 0 10 /                                   | "In an affiliate program, interested Web sites register with merchants to recommend items for sale. Then they establish lists of merchandise on their sites, and when users click through to buy, the referring Web site gets a cut of the sale."  Whit Andrews, Partners in Affiliate Marketing Struggle With Branding Issue. 16,17 [DFNDT0001690-0001692, DFNDT0001712-0001715] |
| e  | h web page has a look and feel substantially<br>esponding to the stored look and feel<br>ription, a link correlating the web page with  |

Our UTrade product has tremendous flexibility. Let's say you have an antique web site, and you want to join our program to make some cash and get some auction content.

BUT...you want to maintain your antique theme. With our unique customization technology you can build your associate site to only show antique listings. On top of that, let's say you already have you're own logo and brand name you'd like to use and you've got a great background colory you like. On, and let's say your from Pennsylvania and you want to add a "local feel to your site". Well, with UTrade, you can set up an associate site that will have your name, logo, background only only listing antiques from Pennsylvanial. Our system is Rabbile [sic] enough to handle your every whim! Again, we want to provide you with the tools you need to succeed.

Customizing makes it easy to maintain your sites [sic] look and feel. With our easy customization features, we become part of your site. You can add your logo and design your own menu bar.

Don't worry about losing visitors either because a link back to your main home page is prominently displayed at all times within your associate site.") (emphasis and links removed). [DFNDT0001700-0001701]

<sup>15</sup> Also see Welcome To One&Only Network, April 27, 1999 version ("We [One & Only] provide you with the tools that free you [associates] from the limitations and distractions associated with making money online. You focus on the creative and marketing end while we maintain the hardware, programming and customer support, including credit card approval and billing. We provide you with detailed stats, a customizable web site to integrate into your own web presence, tips on how to succeed, and most importantly the CONTENT!

.... Let us put you on the fast track to E-Commerce success with our proven content that you can customize and market as your own.") (emphasis and links removed).

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Also see Custom Features, April 22, 1999 version ("Get Your HTML Link Code")

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<sup>&</sup>lt;sup>11</sup> Also see Welcome To One&Only Network, April 27, 1999 version ("We [One & Only] provide you with the tools that free you [associates] from the limitations and distractions associated with making money online. You focus on the creative and marketing end while we naintain the hardware, programming and customer support, including credit card approval and billing. We provide you with detailed stats, a customizable web site to integrate into your own web presence, tips on how to succeed, and most importantly the CONTENT." (Implicates and links removed), [DPNDT0001699-0001699].

<sup>12</sup> Also see Custom Features, April 22, 1999 version ("Get Your HTML Link Code

#### Comparison of U.S. Patent No. 6,993,572 and One & Only Articles Prior Art

| Claim<br>No. | Claim Language of U.S. Patent No. 6,993,572 | Relevant Disclosure in One & Only Articles Prior Art ("One &Only")   |
|--------------|---|--|
|              |   | "The site [One & Only], which launched in 1996, makes half of its money from an affiliate network with more than 8,000 members. Each of these members has the choice of building a private-label site or a co-branded site with One & Only And |

Our unmatched leading-edge co-branding technology gives you the ability to customize and integrate our content into your site seamlessly. All content appears to be your own because we match the look and feel to your home page.

With our easy customization features, we become part of your site. You can add your logo, specify a background color or gif, design your own menu bar [sic]. You can even filter the database on search criteria such as geography and category. All our products are set up so you can event a customized service that caters to your existing audience and blends seamlessly with your own web site. No other associate program gives you the tools to tailor your content to fit your current home page.

Our UTrade product has tremendous flexibility. Let's say you have an antique web site, and you want to join our program to make some cash and get some auction content.

BUT...you want to maintain your antique theme. With our unique customization technology you can build your associate site to only show antique listings. On top of that, let's say you already have you't neven logo and brand name; you'd like to use and you've got a great background colory you like. Oh, and let's say your from Pennsylvania and you want to add a "local feet your site." Well, with UTrade, you can set up an associate site that will have your name, logo, background color, only listing antiques from Pennsylvania!

Our system is flexible [sic] enough to handle your every whird! Again, we want to provide you with the tools you need to succeed

Can You Just Have a Link on Your Site ... Of course

Customizing makes it easy to maintain your sites [sic] look and feel. With our easy customization features, we become part of your site. You can add your logo and design your own menu bar:

Don't worry about losing visitors either because a link back to your main home page is prominently displayed at all times within your associate site.") (emphasis and links removed). [DFNDT0001700-0001701]

Also see Welcome To One&Only Network, April 27, 1999 version ("Get Your HTML Link Code")

We [One & Only] provide you with the tools that free you [associates] from the limitations and distractions associated with making money online. You focus on the creative and marketing end while we maintain the hardware, programming and customer support, including credit card approval and billing. We provide you with detailed stats, a customizable web site to integrate into your own web presence, tips on how to succeed, and most importantly the CONTENT!

Let us put you on the fast track to E-Commerce success with our proven content that you can customize and market as your own. 1) (emphasis and links removed). [DENDT0001609-0001609]

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## Comparison of U.S. Patent No. 6,993,572 and One & Only Articles Prior Art

| Claim<br>No. | Claim Language of U.S. Patent No. 6,993,572  | Relevant Disclosure in One & Only Articles Prior Art ("One &Only")  |
|--------------|--|---|
|              |  | One and Only allows affiliates to customize navigational features, such as search categories, for their sites, which makes it harder to tell users they have to switch." Whit Andrews, Partners in Affiliate Marketing Struggle With Branding Issue. [DFNDT0001690-0001692, DFNDT0001712-0001715] "One & Only Internet Personals offers a customized version of their classifieds service |
|              |  | that integrates seamlessly with the look and feel of the owner's website."  James L. Marciano, Are Affiliate Programs for You?. [DFNDT0001693-0001697, DFNDT0001716-0001719]  |
| 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 | "In an affiliate program, interested Web sites register with merchants to recommend items for sale. Then they establish lists of merchandise on their sites, and when users click through to buy, the referring Web site gets a cut of the sale."  Whit Andrews, Partners in Affiliate Marketing Struggle With Branding Issue. 18, 19 [DFNDT0001690-0001692, DFNDT0001712-0001715]        |

<sup>18</sup> Also see Custom Features, April 22, 1999 version ("Get Your HTML Link Code

Our unmatched leading-edge co-branding technology gives you the ability to customize and integrate our content into your site seamlessly. All content appears to be your own because we match the look and feel to your home page.

With our easy customization features, we become part of your site. You can add your logo, specify a background color or gif, design your own menu bar [sic]. You can even filter the database on search criteria such as geography and category. All our products are set up so you can create a customized service that eaters to your existing audience and blends seamlessly with your own web site. No other associate program gives you the tools to tailor your content to fit your current home page.

Our UlTrade product has tremendous flexibility. Let's say you have an antique web site, and you want to join our program to make some cash and get some auction content.

BUT...you want to maintain your antique thems. With our unique customization technology you can build your associate site to only show antique listings. On top of that, let's say you already have you're own logo and brend name you'd like to use and you've got a great background color you like. Oh, and let's say your from Pennsylvania and you want to add a "local feel to your site". Well, with UlTrade, you can set up an associate site that will have your name, logo, background color, only listing antiques from Pennsylvania!

Our system is Rubible [sic] enough to handle your every whim! Again, we want to provide you with the tools you need to succeed.

Can You Just Have a Link on Your Site ... Of course

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#### Comparison of U.S. Patent No. 6,993,572 and One & Only Articles Prior Art

| Claim | Claim Language of U.S. Patent No. 6,993,372  | Relevant Disclosure in One & Only Articles Prior Art ("One &Only")  |
|-------|--|---|
| X6.   | and feel description of the first website and having content based on the-commerce object associated with thelink.   | "The site [One & Only], which launched in 1996, makes half of its money from an affiliate network with more than 8,000 members. Each of these members has the choice of building a private-label site or a co-branded site with One & Only And One and Only allows affiliates to customize navigational features, such as search categories, for their sites, which makes it harder to tell users they have to switch." Whit Andrews, Partners in Affiliate Marketing Struggle With Branding Issue. [DFNDT0001690-0001692, DFNDT0001712-0001715]  "One & Only Internet Personals offers a customized version of their classifieds service that integrates seamlessly with the look and feel of the owner's website." James L. Marciano, Are Affiliate Programs for You?. [DFNDT0001693-0001697, DFNDT0001716-0001719] |
| 20    | The process of claim 17 wherein the look and<br>feel description comprises data defining a set of<br>navigational links, used on at least some of the<br>web pages of the first website, each of which | "The site [One & Only], which launched in 1996, makes half of its money from an affiliate network with more than 8,000 members. Each of these members has the choice of building a private-label site or a co-branded site with One & Only And One and Only allows affiliates to customize navigational features, such as search  |

Customizing makes it easy to maintain your sites [sic] look and feel. With our easy customization features, we become part of your site. You can add your logo and design your own menu bar.

Don't worry about losing visitors either because a link back to your main home page is prominently displayed at all times within your associate site.") (emphasis and links removed). [DFNDT001700-0001701]

<sup>19</sup> Also see Welcome To One&Only Network, April 27, 1999 version ("Get Your HTML Link Code

We [One & Only] provide you with the tools that free you [associates] from the limitations and distractions associated with making money online. You focus on the creative and marketing end while we maintain the hardware, programming and customer support, including credit card approval and billing. We provide you with detailed stats, a customizable web site to integrate into your own web presence, tips on how to succeed, and most importantly the CONTENT!

Let us put you on the fast track to E-Commerce success with our proven content that you can customize and market as your own.") (emphasis and links removed). [DFNDT0001698-0001699]

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#### Comparison of U.S. Patent No. 6,993,572 and One & Only Articles Prior Art

| Claim<br>No. | Claim Language of U.S. Patent No. 6,993,572   | Relevant Disclosure in One & Only Articles Prior Art ("One & Only")  |
|--------------|---|--|
|              | links link to specific web pages of the first | categories, for their sites, which makes it harder to tell users they have to switch."   |
|              | website.                                      | Whit Andrews, Partners in Affiliate Marketing Struggle With Branding Issue. 20,21  |
|              |   | [DFNDT0001690-0001692, DFNDT0001712-0001715]   |
|              |   | "One & Only Internet Personals offers a customized version of their classifieds service that integrates seamlessly with the look and feel of the owner's website."  James L. Marciano, Are Affiliate Programs for You?. [DFNDT0001693-0001697, DFNDT0001716-0001719] |

<sup>20</sup> Also see Custom Features, April 22, 1999 version ("Our unmatched leading-edge co-branding technology gives you the ability to customize and integrate our content into your site seamlessly. All content appears to be your own because we match the look and feel to your home page.

With our easy customization features, we become part of your site. You can add your logo, specify a background color or gif, design your own menu bar [sic]. You can even filter the database on search criteria such as geography and category. All our products are set up so you can create a customized service that caters to your existing audience and blends seamlessly with your own web site. No other associate program gives you the tools to tailor your content to fit your current home page.

Our UTrade product has tremendous flexibility. Let's say you have an antique web site, and you want to join our program to make some cash and get some auction content.

BUT\_you want to maintain your antique theme. With our unique customization technology you can build your associate site to only show antique listings. On top of that, let's say you already have you're own logo and brand name you'd like to use and you've got as pet background color you like. Oh, and let's say your from Pennsylvania and you want to add a "local feel to your site". Well, with UTrade, you can set up an associate site that will have your name, logo, background color, only listing antiques from Pennsylvania!

Our system is flexible [sic] enough to handle your every whin! Again, we want to provide you with the tools you need to succeed.

Customizing makes it easy to maintain your sites [sic] look and feel. With our easy customization features, we become part of your site. You can add your logo and design your own menu bar.

Don't worry about losing visitors either because a link back to your main home page is prominently displayed at all times within your associate site.") (emphasis and links removed. IEEE/TRANSFORMATION COLUMN TO ALMOST A

<sup>21</sup> Also see Welcome To One&Only Network, April 27, 1999 version ("We [One & Only] provide you with the tools that free you [associates] from the limitations and distractions associated with making money online. You focus on the creative and marketing end while we maintain the hardware, programming and customer support, including credit card approved and billing. We provide you with detailed stats, a customizable web site to integrate into your own web presence, tips on how to succeed, and most importantly the CONTENT!

Let us put you on the fast track to B-Commerce success with our proven content that you can customize and market as your own.") (emphasis and links removed). [DFNDT0001698-0001699]

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#### Comparison of U.S. Patent No. 6,993,572 and One & Only Articles Prior Art

| Claim | Claim Language of U.S. Patent No. 6,993,572   | Relevant Disclosure in One & Only Articles Prior Art ("One &Only")  |
|-------|---|---|
| 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<br>some of the web pages of the first website; | "The site [One & Only], which launched in 1996, makes half of its money from an affiliate network with more than 8,000 members. Each of these members has the choice of building a private-label site or a co-branded site with One & Only And One and Only allows affiliates to customize navigational features, such as search categories, for their set, which makes it harder to tell users they have to switch." Whit Andrews, Partners in Affiliate Marketing Struggle With Branding Issue. 22 [DFNDT0001690-0001692, DFNDT0001712-000175] "One & Only Internet Personals offers a customized version of their classifieds service that integrates seamlessly with the look and feel of the owner's website." James L. Marciano, Are Affiliate Programs for You? [DFNDT0001693-0001697, DFNDT0001716-0001719] |
| 21(b) | a color scheme used on at least some of the web pages of the first website;                     | "The site [One & Only], which launched in 1996, makes half of its money from an affiliate network with more than 8,000 members. Each of these members has the choice of building a private-label site or a co-branded site with One & Only And One and Only allows affiliates to customize navigational features, such as search categories, for their sites, which makes it harder to tell users they have to switch." Whit Andrews, Partners in Affiliate Marketing Struggle With Branding Issue. <sup>23</sup> [DFNDT0001690-0001692, DFNDT0001712-0001715]  |

Also see Custom Features, April 22, 1999 version ("Our UT ride product has tremendous flexibility. Let's say you have an antique web site, and you want to join our program to make some each and get some auction contient. BUT...you want to maintain your antique theme. With our unique customization technology you can build your associate site to only show antique fistings. On top of that, let's say you already have you're own logo and brand name you'd like to use and you've got a great background color you like. Oh, and let's say your from Pennsylvania and you want to add a "local feel to your site". Well, with UTrade, you can set up an associate site that will have your name, logo, background color, only listing antiques from Pennsylvania! Our system is flexible [sic] enough to handle your every whin! Again, we want to provide you with the tools you need to succeed.

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## Comparison of U.S. Patent No. 6,993,572 and One & Only Articles Prior Art

| Claim<br>No. | Claim Language of U.S. Patent No. 6,993,572   | Relevant Disciosure in One & Only Articles Prior Art ("One & Only")  "One & Only Internet Personals offers a customized version of their classifieds service that integrates scamlessly with the look and feel of the owner's website."  James L. Marciano, Are Affiliate Programs for You?. [DFNDT0001693-0001697, DFNDT0001716-0001719]   |
|--------------|---|---|
| 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. | "The site [One & Only], which launched in 1996, makes half of its money from an affiliate network with more than 8,000 members. Each of these members has the choice of building a private-label site or a co-branded site with One & Only And One and Only allows affiliates to customize navigational features, such as search categories, for their sites, which makes it harder to tell users they have to switch." Whit Andrews, Partners in Affiliate Marketing Struggle With Branding Issue. <sup>26,27</sup> [DFNDT0001690-0001692, DFNDT0001712-0001713] |

to add a "local feel to your site". Well, with UTrade, you can set up an associate site that will have your name, logo, background color, only listing antiques from Pennsylvanial Our system is flexbile [sic] enough to handle your every whim! Again, we want to provide you with the tools you need to succeed.

..... Customizing makes it easy to maintain your sites [sic] look and feel. With our easy customization features, we become part of your site. You can add your logs and design your own menu ber.

Don't worry about losing visitors either because a link back to your main home page is prominently displayed at all times within your associate site.") (emphasis and links removed. IDFNDT00070040017011

<sup>15</sup> Also see Welcome To One&Only Network, April 27, 1999 version ("We [One & Only] provide you with the tools that free you [associates] from the limitations and distractions associated with making money online. You focus on the creative and marketing end while we maintain the hardware, programming and customer support, including credit and approval and billing. We provide you with detailed stars, a customizable web site to integrate into your own web presence, tips on how to succeed, and most importantly the CONTENT!

Let us put you on the fast track to E-Commerce success with our proven content that you can customize and market as your own.") (emphasis and links removed). [DFNDT0001698-0001699]

26 Also see Custom Features, April 22, 1999 version ("Our unmatched leading-edge co-branding technology gives you the ability to customize and integrate our content into your site seamlessly. All content appears to be your own because we match the look and feel to your home page.

With our easy customization features, we become part of your site. You can add your logo, specify a background color or gif, design your own menu bar [sic]. You can even filter the database on search criteria such as geography and category. All our products are set up so you can create a customized service that caters to your existing audience and blends seamlessly with your own web site. No other associate program gives you the tools to tailor your content to fit your current home page.

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#### Comparison of U.S. Patent No. 6,993,572 and One & Only Articles Prior Art

| Clam<br>No. | Claim Language of U.S. Patent No. 6,993,572                                       | Relevant Disclosure in One & Only Articles Prior Art ("One & Only")  "One & Only Internet Personals offers a customized version of their classifieds service that integrates seamlessly with the look and feel of the owner's website."  James L. Marciano, Are Affiliate Programs for You? [DFNDT0001693-0001697, DFNDT0001716-0001719]  |
|-------------|---|---|
| 21(c)       | a page layout used on at least some of the web<br>pages of the first website; and | "The site [One & Only], which launched in 1996, makes half of its money from an affiliate network with more than 8,000 members. Each of these members has the choice of building a private-label site or a co-branded site with One & Only And One and Only allows affiliates to customize navigational features, such as search categories, for their sites, which makes it harder to tell users they have to switch." Whit Andrews, Partners in Affiliate Marketing Struggle With Branding Issue. <sup>24, 25</sup> [DFNDT0001690-0001692, DFNDT0001712-00017715] |

<sup>&</sup>lt;sup>23</sup> Also see Custom Features, April 22, 1999 version ("With our easy customization features, we become part of your site. You can add your logo, specify a background color or gif, design your own menu bar [sic]. You can even filter the database on search criteria such as geography and category. All our products are set up so you can create a customized service that cates to your existing audience and blends seamlessly with your own web site. No other associate program gives you the tools to tailor your content to fit your current home neese.

#### Comparison of U.S. Patent No. 6,993,572 and One & Only Articles Prior Art

| Claim | Claim Language of U.S. Patent No. 6,993,572   | Relevant Disclosure in One & Only Articles Prior Art ("One &Only")  |
|-------|---|---|
|       |   | "One & Only Internet Personals offers a customized version of their classifieds service that integrates seamlessly with the look and feel of the owner's website."  James L. Marciano, Are Affiliate Programs for You?. [DFNDT0001693-0001697, DFNDT0001716-0001719]  |
| 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. | "The site [One & Only], which launched in 1996, makes half of its money from an affiliate network with more than 8,000 members. Each of these members has the choice of building a private-label site or a co-branded site with One & Only And One and Only allows affiliates to customize navigational features, such as search categories, for their sites, which makes it harder to tell users they have to switch." Whit Andrews, Partners in Affiliate Marketing Struggle With Branding Issue. <sup>28, 29</sup> [DFNDT0001690-0001692, DFNDT0001712-0001715] "Because subscriptions are |

Our UTrade product has tremendous flexibility. Let's say you have an antique web site, and you want to join our program to make some cash and get some auction content.

BUT...you want to maintain your antique theme. With our unique customization technology you can build your associate site to only show antique listings. On top of that, let's say you already have you're own logo and brand name you'd like to use and you've get a great background color, you like. Oh, and let's say your from Pennsylvania and you want to add a "local feel to your site". Well, with UTrade, you can set up an associate site that will have your name, logo, background color, only listing antiques from Pennsylvania!

Our system is Rabbile [sic leavagh to handle your every whim! Again, we want to provide you with the tools you need to succeed.

Customizing makes it easy to maintain your sites (sic) look and feel. With our easy customization features, we become part of your site. You can add your logo and design your own mean bar.

Don't worry about losing visitors either because a link back to your main home page is prominently displayed at all times within your associate site.") (emphasis and links removed). [DFNDT0001700-0001701]

<sup>27</sup> Also see Welcome To One&Only Network, April 27, 1999 version ("We [One & Only] provide you with the tools that free you [associates] from the limitations and distractions associated with making money online. You focus on the creative and marketing end while we maintain the headware, programming and customer support, including credit card approval and billing. We provide you with detailed stats, a customizable web site to integrate into your own web presence, tips on how to succeed, and most importantly the CONTENT!

Let us put you on the fast track to E-Commerce success with our proven content that you can customize and market as your own.") (emphasis and links removed). [DFNDT0001698-0001699]

<sup>28</sup> Also see Custom Features, April 22, 1999 version ("Our UlTrade product has tremendous flexibility. Let's say you have an antique web site, and you want to join our program to make some cash and get some auction content. BUT...you want to maintain your antique theme. With our unique customization technology you can build your associate site to only show antique listings. On top of that, let's say you already have you're own logo and band name you'd like to use and you've got a great background color you like. Oh, and let's say your from Pennsylvania and you want to add a "local feel to your site". Well, with UlTrade, you can set up an associate site that will have your name, logo, notified.

Customizing makes it easy to maintain your sites [sic] look and feel. With our easy customization features, we become part of your site. You can add your logo and design your own menu ber. ") (emphasis and links removed). [DFNDT0001700-0001701]

Our UTrade product has tremendous flexibility. Let's say you have an antique web site, and you want to join our program to make some cash and get some auction content.

BUT...you want to maintain your antique theme. With our unique customization technology you can build your associate site to only show antique listings. On top of that, let's say you already have you're own logo and brand name you'd like to use and you've got a great background color you like. Oh, and let's say your from Pennsylvania and you want to add a "local feel to your sire". Well, with UTrade, you can set up an associate site that will have your name, logo, background color, only listing uniques from Pennsylvanial

Our system is Between listing and your every whim! Again, we want to provide you with the tools you need to succeed." (comphasis and links removed).

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M. Also see Custom Features, April 22, 1999 version ("Our unmatched leading-edge co-branding technology gives you the ability to customize and integrate our content into your site seamlessly. All content appears to be your own because we match the look and feel to your home page.

With our easy customization features, we become part of your site. You can add your logo, specify a background color or gif, design your own menu bar [sic]. You can even filter the database on search criteria such as geography and category. All our products are set up so you can create a customized service that caters to your existing audience and blends seamlessly with your own web site. No other associate program gives you the tools to tailor your content to fit your current home page.

#### Comparison of U.S. Patent No. 6,993,572 and One & Only Articles Prior Art

| Claim<br>No. | Clair | n Lang | nage : | of U.S | Paten | t No. | 6,993. | 577 | þ    | telev:                 | nt D | isek | SAY | e in ( | he i | ķ () | aly. | Artic | les P | rior | Art | (*( | )ne | &On | ly") |  |
|--------------|-------|--------|--------|--------|-------|-------|--------|-----|------|------------------------|------|------|-----|--------|------|------|------|-------|-------|------|-----|-----|-----|-----|------|--|
|              |       |        |        |        |       |       |        |     | uggl | inste<br>le Wit<br>[5] |      |      |     |        |      |      |      |       |       |      |     |     |     |     |      |  |

background color, only listing artiques from Pennsylvania! Our system is flexbile [sic] enough to handle your every whim! Again, we want to provide you with the tools you need to succeed." (emphasis and links removed). [DFNDT0001700-0001701]

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#### Comparison of U.S. Patent No. 6,993,572 and IBM Prior Art

| Claira | Claim Language of U.S. Patent N. 4.993.572  | Relevant Disclosure in IBM Prior Art  |
|--------|---|---|
| Ng.    |   | Leasing & Financing website, http://web.archive.org/web/19961227153901/www.financing.hosting.ibm.com (December 27, 1996 version of www.financing.hosting.ibm.com as archived by the Internet Archive. <sup>4</sup> 5; [DFNDT0001799-0001801].   |
|        |   | IBM Ordering website, http://web.archive.org/web/19961220005843/www.ibm.com/Orders (December 20, 1996 version of www.ibm.com/Orders as archived by the Internet Archive.*). [DFNDT0001798].   |
|        |   | 1995 Annual Report Highlights, http://web.archive.org/19961104164231/www.financing.hosting.ibm.com/AR9SCL .HTM (November 11, 1996 version of www.financing.hosting.ibm.com/AR9SCL.HTM as archived by the Internet Archive. (hereiafter "1995 Annual Report of IBM Credit Corp.")). [DFNDT0001879-0001882] |
|        |   | "IBM Direct: Your source for products and services from IBM and our business partners planetwide." <i>IBM Ordering</i> website, December 20, 1996 version. [DFNDT0001798]   |
|        |   | "[I]n some countries you can even order online." <i>IBM Ordering</i> website, December 20, 1996 version. [DFNDT0001798]   |
| 13(a)  | a data store including a look and feel description<br>associated with a host web page having a link<br>correlated with a commerce object; and | Elements needed to create the IBM Ordering website with the look and feel of the<br>Leasing & Financing website were stored in a data store on the IBM Ordering<br>website server.  |
|        |   | "HTML generated at Fri, 20 Dec 1996 00:58:45 GMT by /cgi-bin/Orders/nph-  |

<sup>&</sup>lt;sup>4</sup> For more information about the Internet Archive and web pages archived therein, see Internet Archive Frequently Asked Questions, http://www.archive.org/about/faqs.php. [DFNDT0001825-0001868]

#### Comparison of U.S. Patent No. 6,993,572 and IBM 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 IBM Prior Art anticipates and/or renders obvious, alone or in combination with other prior art identified in Defendants' Amended Invalidity Contentions, the asserted claims as described in part below.

| Claim<br>No. | Claim Language of U.S. Potent N. 6.993.372   | Relevant Disckstere in IBM Prior Art  |
|--------------|--|---|
| 13.          | An e commerce outsourcing system comprising: | IBM Credit Corporation provided a host website entitled, Leasing & Financing Welcome to IBM Customer Leasing and Financing at www.financing, hosting, ibm.com, '(hereinafter 'Leasing & Financing website') <sup>2</sup> with a link to a website of IBM Corporation with the same look and feel, entitled, IBM planetvide ordering information at www.ibm.com/Orders (hereinafter "IBM Ordering website"). The merchant for the commerce object is one of IBM's business partners. |

<sup>&</sup>lt;sup>1</sup> WHOIS Record ibm.com, http://www.networksolutions.com/whois/results.jsp?whoistoken=1 (last visited August 8, 2006) (ibm.com was first registered on March 19, 1986); [DFNDT0001821-0001824]

The M Planetwide help, http://web.archive.org/web/19961026164521/www.ibm.com/Finding (October 26, 1996 version of www.ibm.com/Finding as archived by the Internet Archive. (see note 4); [DFND T0001795-0001797]; and

IBM Worldwide Customer Financing, http://web.archive.org/web/19961104165233/www.financing.hosting.ibm.com/CFWWINTR.HTM (November 4, 1996 version of www.financing.hosting.ibm.com/CFWWINTR.HTM as archived by the Internet Archive. (see note 4)); [DFNDT0001808-0001812].

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#### Comparison of U.S. Patent No. 6,993,572 and IBM Prior Art

| Claim<br>No. | Claim Language of U.S. Patent N. 6,993,572 | Relevant Di  | selosure in IBM Prior Art  |
|--------------|--|--|--|
|              |  |  | bsite,<br>220005843/www.ibm.com/Orders (December 20,<br>ders as archived by the Internet Archive.').                                 |
|              |  | SE SECRETARIO  | Order from BM  |
|              |  | "IBM Ordering website, December<br>website). [DFNDT0001798]                          | er 20, 1996 version (header for IBM Ordering   |
|              |  | WIDTH=600 HEIGHT=72 ALT=   | nages/mastheads/masthead_order.gif' "IBM planetwide ordering information'> /A>" bsite, December 20, 1996 version (source code 11815] |
|              |  | Footer from IBM Ordering website   | e:   |
|              |  | [ IBM home page   Order   Contact  | t <u>IBM</u>   <u>Legal</u> ]"   |
|              |  | IBM Ordering website, December website). [DFNDT0001798]                              | 20, 1996 version (footer for IBM Ordering  |
|              |  | " <hr/><br>[<br><a href="http://www.ibm.com/&lt;/td&gt;&lt;td&gt;">IBM home page</a> |  |

<sup>&</sup>lt;sup>7</sup> Supra note 4.

<sup>&</sup>lt;sup>28</sup> Also see Welcome To One&Only Network, April 27, 1999 version ("Check out our Product Choices: Utrade.com One-and-Only.com AlternativeConnections.com ...") (emphasis and links removed). [DFNDT0001698-0001699]

<sup>&</sup>lt;sup>5</sup> Supra note 4.

<sup>&</sup>lt;sup>6</sup> Supra note 4.

<sup>&</sup>lt;sup>2</sup> Other examples of IBM web pages that were "host websites" in relation to the IBM Ordering website included: The IBM Direct Planetwide home page, http://web.archive.org/web/19961219004723/http://direct.boulder.ibm.com (December 19, 1996 version of http://direct.boulder.ibm.com as archived by the Internet Archive. (see note 4)); [DFNDT0001802-0001807];

<sup>&</sup>lt;sup>3</sup> In another example of IBM prior art, the IBM Ordering website (www.ibm.com/Orders) [DFNDT0001798] was the "host website" and The IBM Direct Planetwide home page, December 19, 1996 version (http://direct.boulder.ibm.com) [DFNDT0001802-0001807] was the "second website."

<sup>&</sup>lt;sup>8</sup> Supra note 4.

#### Comparison of U.S. Patent No. 6,993,572 and IBM Prior Art

| Chang<br>No. | Claim Language of U.S. Patent N. 6.993.572   | Relevant Disclosure in IBM Prior Art   |
|--------------|--|--|
|              |  | <a href="http://www.ibm.com/Orders/">Orders/A&gt;  <a href="http://www.ibm.com/Assist/">Contact IBM</a>  <a href="http://www.ibm.com/Legal/">Legal/"&gt;Legal/"&gt;A&gt;  Source code for IBM Ordering website, December 20, 1996 version (source code for footer). [DFNDT0001813-0001815]</a></a>                                     |
|              |  | " <a href="http://www.lbm.Com/Orders/">Orders/a&gt;" Source code for Leasing &amp; Financing website, http://web.archive.org/web/19961227153901/www.financing.hosting.ibm.com (December 27, 1996 version of www.financing.hosting.ibm.com as archived by th Internet Archive."). [DFNDT0001816-0001820]</a>                            |
|              |  | IBM Credit Corporation, IBM Corporation, and IBM's business partners are separate and independent corporate entities. 1995 Annual Report of IBM Credit Corp. [DFNDT0001879-0001882]. The host is, for example, IBM Credit Corporation, the outsource provider is IBM Corporation, and the selected merchan is IBM's business partners. |
| 13(b)        | a(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. | "IBM Direct: Your source for products and services from IBM and our business partners planetwide." <i>IBM Ordering</i> website, December 20, 1996 version. [DFNDT0001798]  |
|              |  | "[I]n some countries you can even order online." IBM Ordering website, Decemb 20, 1996 version. [DFNDT0001798]   |
|              |  | A link to the IBM Ordering website was included in the source code for the<br>Leasing & Financing website. From the IBM Ordering website, a visitor ordered<br>products and services from IBM and its business partners.   |
|              |  | "Order"  Leasing & Financing web page, December 27, 1996 version (emphasis and link removed)(hyperlink to http://www.lbm.Com/Orders/). [DFNDT0001799-000180]   |
|              |  | " <a href="http://www.Ibm.Com/Orders/">Order</a> " Source code for Leasing & Financing website, December 27, 1996 version.   |

#### Comparison of U.S. Patent No. 6,993,572 and IBM Prior Art

| Claim Claim Language of U.S. Paterit N. 6,393,572<br>No. | Relevant Dischmere to 18M Prior Art   |
|--|---|
|  | [DFNDT0001816-0001820]  The look and feel of the IBM Ordering website was the same as the look and feel of the Leasing & Financing website. Specifically, both the IBM Ordering website and the Leasing & Financing website used a single column format with text in the same font, size, and black color on a white background. Unused text links were shown in blue underlined text and visited text links were shown in red underlined text on both web pages. <sup>10</sup> As described below, the look and feel also include using similar headers and footers. <sup>11</sup> |
|  | Additionally, both web pages had headers with a similar look and feel. Both headers had the same Blue IBM® logo in the top left corner with a copyright notice below the logo. The copyright notice was separated from the Blue IBM® logo by a pink line that extended the length of the header. On the right side, both headers had a rectangular picture superposed over a portion of the pink line and a rectangular box superposed over a portion of the pink line and sectionally a possible of the picture. Both rectangular boxes included text                              |

<sup>&</sup>lt;sup>9</sup> IBM used this same look and feel on many web pages on many different IBM websites. See e.g. IBM Planetwide help, October 26, 1996 version; [DFNDT0001795-0001797]; The IBM Direct Planetwide home page, December 19, 1996 version; [DFNDT0001802-0001807] and IBM Worldwide Customer Financing, November 4, 1996; [DFNDT0001808-0001812]

http://web.archive.org/web/1996129011414/http://www.pc.ibm.com/thinkpad/ (December 19, 1996 version of www. pc.ibm.com/thinkpad/ as archived by the Internet Archive; see note 4)) [DFNDT0001893-0001904]; End-user Customer Financing website, http://web.archive.org/web/19961104164326/http://www.financing.hosting.ibm.com/CFCALLIE.HTM (November 11, 1996 version of www.financing.hosting.ibm.com/CFCALLIE.HTM as archived by the Internet Archive; see note 4)); [DFNDT0001905-0001917]; Remarketer Financing website.

http://web.archive.org/web/1961104164859/http://www.financing.hosting.ibm.com/CFTALBOT.HTM (November 11, 1996 version of www.financing.hosting.ibm.com/CFTALBOT.HTM as archived by the Internet Archive; see note 4)); [DFNDT0001918-0001927]; 1995 Annual Report of IBM Credit Corp., December 19, 1996 version; [DFNDT0001879-0001882].

### Comparison of U.S. Patent No. 6,993,572 and IBM Prior Art

| Clain<br>No. | Claim Language of E.S. Patent N. 4,993,572       | Relevant Disclosure in IBM Pelor Art  |
|--------------|--|---|
|              |  | in the same font, size, and color. The text in both boxes was a short title or description of the web page.   |
|              |  | Header from Leasing & Financing website:  |
|              |  | Customer financing  |
|              |  | Header from IBM Ordering website:   |
|              |  | Order from IBM  |
|              |  | Both web pages also had similar footers. The footers on both pages were separated from the rest of the web page by a grey line that extended the length of the web page. Both footers were enclosed in square brackets and comprised underlined text links in a similar font, size and blue color the separated by "]." |
|              |  | Footer from Leasing & Financing website:  |
|              |  | [ IBM home page   Order   Search   Contact IBM   Help   (C)   (TM) ]  |
|              |  | Footer from IBM Ordering website:   |
|              |  | [ IBM home page   Order   Contact IBM   Legal ]   |
|              |  | Leasing & Financing website, December 27, 1996 version; [DFNDT0001799-0001801] and IBM Ordering website, December 20, 1996 version. [DFNDT0001798]  |
| 17.          | An e commerce outsourcing process comprising the | IBM Credit Corporation provided a host website (e.g., Leasing & Financing   |

 $<sup>^{12}</sup>$  Both pages used the default text link colors of the visitor computer; supra note 9.

#### Comparison of U.S. Patent No. 6,993,572 and IBM Prior Art

| Clains<br>No. | Claim Language of U.S. Patent N. 6.993-572  | Relevant Disclosure in IBM Prior Art   |
|---------------|---|--|
|               | steps of:   | website) <sup>13</sup> with a link to a website of IBM Corporation with the same look and feel, (e.g., IBM Ordering website). The merchant for the commerce object is one of IBM's business partners.  "IBM Direct: Your source for products and services from IBM and our business partners planetwide." IBM Ordering website, December 20, 1996 version. |
|               |   | panier pianetwise. ISM Ordering weekile, December 20, 1990 version.  [DFNDT0001798]  "[I]n some countries you can even order online." IBM Ordering website, December 20, 1996 version. [DFNDT0001798]  |
| 17(a)         | storing a look and feel description associated with a first website in a data store associated with a second website; | Elements needed to create the IBM Ordering website with the look and feel of the<br>Leasing & Financing website were stored in a data store on the IBM Ordering<br>website server.   |
|               |   | "HTML generated at Fri, 20 Dec 1996 00:58:45 GMT by /cgi-bin/Orders/nph-index"   |
|               |   | Source code for IBM Ordering website, December 20, 1996 version. [DFNDT0001813-0001815]  |
|               |   | u u  |

<sup>&</sup>lt;sup>13</sup> Other examples of IBM web pages that were "host websites" in relation to the IBM Ordering website included: The IBM Direct Planetwide home page, http://web.archive.org/web/19961219004723/http://direct.boulder.ibm.com (December 19, 1996 version of http://direct.boulder.ibm.com as archived by the Internet Archive. (see note 4)); [DFNDT0001802-0001807]

IBM Planetwide help, http://web.archive.org/web/19961026164521/www.ibm.com/Finding (October 26, 1996 version of www.ibm.com/Finding as archived by the Internet Archive. (see note 4); [DFNDT0001795-0001797]; and

IBM Worldwide Customer Financing, http://web.archive.org/web/19961104165233/www.financing.hosting.ibm.com/CFWWINTR.HTM (November 4, 1996 version of www.financing.hosting.ibm.com/CFWWINTR.HTM as archived by the Internet Archive. (see note 4)); [DFNDT0001808-0001812].

Both the IBM Ordering website and the Leasing & Financing website used the default colors of the web browser of the visitor computer for text colors. In the web browser that was used to print these pages, the default colors are blue, red and black for unused text links, visited text links, and regular text respectively. The actual colors of the links and text would have varied based on the default settings of the web browser of the visitor computer.

<sup>11</sup> Also see: IBM PC ThinkPad website,

#### Comparison of U.S. Patent No. 6,993,572 and IBM Prior Art

| Chin | Claim Language of U.S. Patent N. 6,993,572 | Relevant Disclosure in IBM Prior Art  |
|------|--|---|
| No.  |  |   |
|      |  | TEM. Order from BM (2)  |
|      |  | "IBM Ordering website, December 20, 1996 version (header for IBM Ordering website). [DFNDT0001798] "SDDY bgeolor="#fffffff" <a name="top"><img alt="IBM planetwide ordering information" height="72" src="fimages/mastheads/masthead_order.gif" width="600"/></a> /A>" Source code for IBM Ordering website, December 20, 1996 version (source code for header). [DFNDT0001813-0001815] |
|      |  | Footer from IBM Ordering website:   |
|      |  | [IBM home page   Order   Contact IBM   Legal ]"   |
|      |  | IBM Ordering website, December 20, 1996 version (footer for IBM Ordering website). [DFNDT0001798]   |
|      |  | "< R> [ <a href="http://www.ibm.com/">BM home page</a>   <a href="http://www.ibm.com/Orders/">Order</a>   <a href="http://www.ibm.com/Assist/">Orders/IA&gt;  </a>  |
|      |  | <a href="http://www.ibm.com/Legal/">Legal</a> /A>" Source code for IBM Ordering website, December 20, 1996 version (source code for footer). [DFNDT0001813-0001813]   |
|      |  | IBM Credit Corporation, IBM Corporation, and IBM's business partners are separate and independent corporate entities. 1995 Annual Report of IBM Credit  |

#### Comparison of U.S. Patent No. 6,993,572 and IBM Prior Art

| Ckains<br>No. | Claim Language of U.S. Patent N. 6,993,572   | Relevant Disclosure in IBM Prior Art   |
|---------------|--|--|
| 100           |  | Corp. [DFNDT0001879-0001882]. The host is, for example, IBM Credit Corporation, the outsource provider is IBM Corporation, and the selected merchant is IBM's business partners.   |
| 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  | A link to the IBM Ordering website was included in the source code for the Leasing & Financing website. From the IBM Ordering website, a visitor ordered products and services from IBM and its business partners.  "Order"  Leasing & Financing web page, December 27, 1996 version (emphasis and link removed)(hyperlink to http://www.lbm.Com/Orders). [DFNDT0001799-0001801] |
|               |  | " <a href="http://www.lbm.Com/Orders/">Orders/a&gt;" Source code for Leasing &amp; Financing website, December 27, 1996 version. [DFNDT0001816-0001820]</a>  |
|               |  | "IBM Direct. Your source for products and services from IBM and our business partners planetwide." <i>IBM Ordering</i> website, December 20, 1996 version. [DFNDT0001798]  |
|               |  | "[I]n some countries you can even order online." IBM Ordering website, December 20, 1996 version. [DFNDT0001798]   |
| 17(c)         | upon receiving an activation of the link from a<br>visitor computer to which the web page has been<br>served, serving to the visitor computer from the<br>second website a composite web page having a look<br>and feel corresponding to the stored look and feel<br>description of the first website and having content | "IBM Direct: Your source for products and services from IBM and our business partners planetwide." IBM Ordering website, December 20, 1996 version. [DFNDT0001798]   |
|               |  | "[I]n some countries you can even order online." IBM Ordering website, December 20, 1996 version. [DFNDT0001798]   |
|               | based on the commerce object associated with the link.   | As far as the scope of the claimed "look and fee!" can be determined, the look and feel of the IBM Ordering website was the same as the look and feel of the Leasing & Financing website. <sup>14</sup> Specifically, both the IBM Ordering website and the Leasing & Financing website used a single column format with text in the same  |

 $<sup>^{14}</sup>$  Both pages used the default text link colors of the visitor computer; supra note  $10. \,$ 

### Comparison of U.S. Patent No. 6,993,572 and IBM Prior Art

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| Claim Language of U.S. Patent N. 5.993, 572 No. | Relevant: Disclosure in 1BM Prior Art  font, size, and black color on a white background. Unused text links were shown in blue underlined text and visited text links were shown in red underlined text on both web pages. <sup>15</sup> As described below, the look and feel also include using similar headers and footers. <sup>16</sup>   |
|---|--|
|   | Additionally, both web pages had headers with a similar look and feel. Both headers had the same Blue IBM® logo in the top left corner with a copyright notice below the logo. The copyright notice was separated from the Blue IBM® logo by a pink line that extended the length of the header. On the right side, both headers had a rectangular picture superposed over a portion of the pink line and a rectangular box superposed over a portion of the picture. Both rectangular boxes included text in the same font, size, and color. The text in both boxes was a short title or description of the web page. |
|   | Header from Leasing & Financing website:  Customer financing   |
|   | © 1995 IBM Corporation   |

 $<sup>\</sup>overline{^{15}~~}$  Both pages used the default text link colors of the visitor computer; supra note 10.

http://replay.web.archive.org/web/19961219011414/http://www.pc.ibm.com/thinkpad/ (December 19, 1996 version of www. pc.ibm.com/thinkpad/ as archived by the Internet Archive; see note 4)) [DFNDT0001893-0001904]; End-user Customer Financing website,

http://replay.web.archive.org/web/19961104164326/http://www.financing.hosting.ibm.com/CFCALLIE.HTM (November 11, 1996 version of www.financing.hosting.ibm.com/CFCALLIE.HTM as archived by the Internet Archive; see note 4)); [DFNDT0001905-0001917]; Remarketer Financing website,

http://replay.web.archive.org/web/19961104164859/http://www.financing.hosting.ibm.com/CFTALBOT.HTM (November 11, 1996 version of www.financing.hosting.ibm.com/ CFTALBOT.HTM as archived by the Internet Archive; see note 4)); [DFNDT0001918-0001927]; 1995 Annual Report of IBM Credit Corp., December 19, 1996 version; [DFNDT0001879-0001882].

Both pages used the default text link colors of the visitor computer; supra note 10.

## Comparison of U.S. Patent No. 6,993,572 and IBM Prior Art

| Clans | Claim Language of U.S. Patent N. 6.993.572   | Relevant Dischwere in IBM Prior Art  |
|-------|--|--|
| No.   |  | Header from IBM Ordering website:  Ordex from IBM  |
|       |  | Both web pages also had similar footers. The footers on both pages were separated from the rest of the web page by a grey line that extended the length of the web page. Both footers were enclosed in square brackets and comprised underlined text links in a similar font, size and blue color to separated by "!." |
|       |  | Footer from Leasing & Financing website:    IBM home page   Order   Scarch   Contact   IBM   Help   (C)   (TM)   |
|       |  | Footer from IBM Ordering website:  |
|       |  | [ IBM home page   Order   Contact IBM   Legal ]  |
|       |  | Leasing & Financing website, December 27, 1996 version; [DFNDT0001799-0001801] and IBM Ordering website, December 20, 1996 version. [DFNDT0001798]   |
| 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. | Footer from Leasing & Financing website:  [IBM home page   Order   Search   Contact IBM   Help   (C)   (TM) ]  Leasing & Financing website, December 27, 1996 version. [DFNDT0001799-0001801]  |
| 21.   | The process of claim 17 wherein the look and feel description comprises data defining:   |  |

<sup>16</sup> Also see: IBM PC ThinkPad website,

#### Comparison of U.S. Patent No. 6,993,572 and IBM Prior Art

| Chim  | Claim Language of U.S. Patent N. 6.993.572  | Relevant Disclosure in IBM Prior Art   |
|-------|---|--|
| No.   |   |  |
| 21(a) | a logo associated with and displayed on at least<br>some of the web pages of the first website; | Both the IBM Ordering website and the Leasing & Financing website had headers with a similar look and feel. Both headers had the same Blue IBM® logo in the top left corner with a copyright notice below the logo. The copyright notice was separated from the Blue IBM® logo by a pink line that extended the length of the header. On the right side, both headers had a rectangular picture superposed over a portion of the pink line and a rectangular box superposed over a portion of the picture. <sup>18</sup> Header from Leasing & Financing website:  |
|       |   | Customer financing   |
|       |   | Header from IBM Ordering website:  |
|       |   | Order from IBM Control of the Contro |

<sup>18</sup> Also see: IBM PC ThinkPad website,

http://replay.web.archive.org/web/1996119011414/http://www.pc.ibm.com/thinkpad/ (December 19, 1996 version of www.pc.ibm.com/thinkpad/ as archived by the Internet Archive; see note 4)/ [DFNDT0001893-0001904]; End-user Customer Financing website, http://replay.web.archive.org/web/19961104164326/http://www.financing.hosting.ibm.com/CFCALLIE.HTM (November 11, 1996 version of

www.financing.hosting.ibm.com/CFCALLIE.HTM as archived by the Internet Archive; see note 4)); [DFNDT0001905-0001917]; Remarketer Financing website, http://replay.web.archive.org/web/19961104164859/http://www.financing.hosting.ibm.com/CFTALBOT.HTM (November 11, 1996 version of www.financing.hosting.ibm.com/CFTALBOT.HTM as archived by the Internet Archive; see note 4)); [DFNDT0001918-0001927]; 1995 Annual

Report of IBM Credit Corp., December 19, 1996 version; [DFNDT0001879-0001882].

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## Comparison of U.S. Patent No. 6,993,572 and IBM Prior Art

| Claira<br>No. | Claim Language of U.S. Patent N. 4,993,572  | Relevant Disclustre in BM Prior Art   |
|---------------|---|---|
|               | to specific web pages of the first website.   | IBM home page   Order   Search   Contact IBM   Help   (C)   (TM)  |
| 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. | The IBM Ordering website allowed a visitor to enter a search parameter (a country) and IBM used the country to search for products and the ordering information.  "Direct ordering any way you prefer  To buy from IBM in your country, please select from the list below  Planetwide ordering information:  Top of Form  "Error! Objects cannot be created from editing field codes. Error! Objects cannot be created from editing field codes."  Bottom of Form  IBM Ordering website, December 20, 1996 version. [DFNDT0001798]  "IBM Direct. Your source for products and services from IBM and our business partners planetwide." IBM Ordering website, December 20, 1996 version. |

<sup>&</sup>lt;sup>21</sup> Also see: IBM PC ThinkPad website,

http://replay.web.archive.org/web/19961219011414/http://www.pc.ibm.com/thinkpad/ (December 19, 1996 version of www. pc.ibm.com/thinkpad/ as archived by the Internet Archive; see note 4); [DFNDT0001893-0001904]; End-user Customer Financing website, http://replay.web.archive.org/web/19961104164326/http://www.financing.hosting.ibm.com/CFCALLIE.HTM (November 11, 1996 version of www.financing.hosting.ibm.com/CFCALLIE.HTM as archived by the Internet Archive; see note 4)); [DFNDT0001905-0001917]; Remarketer

Financing website, http://replay.web.archive.org/web/19961104164859/http://www.financing.hosting.ibm.com/CFTALBOT.HTM (November 11, 1996 version of www.financing.hosting.ibm.com/ CFTALBOT.HTM as archived by the Internet Archive; see note 4)); [DFNDT0001918-0001927]; 1995 Annual Report of IBM Credit Corp., December 19, 1996 version; [DFNDT0001879-0001882].

#### Comparison of U.S. Patent No. 6,993,572 and IBM Prior Art

| Clains<br>No. | Claim Language of U.S. Patent N. 6,993,577  | Relevant Dischwere is 1834 Prior Act  |
|---------------|---|---|
|               |   | Leasing & Financing website, December 27, 1996 version; [DFNDT0001799-0001801] and IBM Ordering website, December 20, 1996 version. [DFNDT0001798]  |
| 21(b)         | a color scheme used on at least some of the web pages of the first website;                               | Both the IBM Ordering website and the Leasing & Financing website used a single column format with text in the same font, size, and black color on a white background. Unused text links were shown in blue underlined text and visited text links were shown in red underlined text on both web pages.   Leasing & Financing website, December 27, 1996 version; [DFNDT0001799-0001801] and IBM Ordering website, December 20, 1996 version.  [DFNDT0001798] |
| 21(c)         | a page layout used on at least some of the web pages of the first website; and                            | Both the IBM Ordering website and the Leasing & Financing website used a single column format with text in the same font, size, and black color on a white background. Unused text links were shown in blue underlined text and visited text links were shown in red underlined text on both web pages. December 27, 1996 version; [DFNDT0001799-0001801] and IBM Ordering website, December 20, 1996 version. [DFNDT0001798]                                 |
| 21(d)         | navigational links, used on at least some of the web pages of the first website, each of which links link | Footer from Leasing & Financing website:  |

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#### Comparison of U.S. Patent No. 6,993,572 and IBM Prior Art

| Claire<br>No. | Claim Language of U.S. Patent N. 6.993,572 | Relevant Disclosure in 1814 Prior Art   |
|---------------|--|---|
|               |  | [DFNDT0001798]  "[I]n some countries you can even order online." IBM Ordering website, December 20, 1996 version. [DFNDT0001798]                              |
|               |  | "Order"  Leasing & Financing web page, December 27, 1996 version (emphasis and link removed)(hyperlink to http://www.lbm.Com/Orders/). [DFNDT0001799-0001801] |
|               |  | " <a href="http://www.lbm.Com/Orders/">Orders/a&gt;" Source code for Leasing &amp; Financing web page, December 27, 1996 version. [DFNDT0001816-0001820]</a>  |

Both pages used the default text link colors of the visitor computer; supra note 10.

 $<sup>^{\</sup>rm 20}$  Both pages used the default text link colors of the visitor computer; supra note 10.

Based upon 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 Infringement Contentions served April 15, 2011, the Lycos Prior Art anticipates and/or renders obvious, alone or in combination with other prior art identified in Defendants' Amended Invalidity Contentions, the asserted claims as described in part below.

| Claim<br>No. | Claim Language of U.S. Patent<br>No. 6,993,572                           | Relevant Disclosure iu Lycos Prior Art   |
|--------------|--|--|
| 13           | An e commerce outsourcing system comprising:                             | Lycos, Inc provided a host web page entitled, Lycos Money Guide, at www.lycos.com/money, \(^1\) (hereinafter "Lycos website") with a link to web page of News Alert, Inc. entitled, \(^1\) (hereinafter www.stockfind.newsalert.com/\(^2\) (hereinafter "News Alert website"). |
|              |  | Lycos website, http://web.archive.org/web/19971211191234/http://www.lycos.com/money/ (December 11, 1997 version of www.lycos.com/money as archived by the Internet Archive.3); [DFNDT0001928-0001929]  |
|              |  | News Alert website, http://www.stockfind.newsalert.com/ (December 11, 1997 version of www.stockfind.newsalert.com as archived by the Internet Archive. <sup>4</sup> ); [DFNDT0001930-0001931]  |
| 13(a)        | a data store including a look and<br>feel description associated with a  | Elements needed to create the <i>New Alert</i> website with the look and feel of the <i>Lycos</i> website were stored in a data store on the News Alert, In. website server.   |
|              | host web page having a link<br>correlated with a commerce<br>object; and | The commerce object is the stock quotes of PC Quote, Inc.  "StockFind Free Quotes"  Lycos website, December 11, 1997 version (emphasis and link removed)(hyperlink to http://www.stockfind.newsalert.com). [DFNDT0001928-0001929]  |

<sup>1</sup> WHOIS Record lycos.com, http://reports.internic.net/egi/whois?whois\_nic=lycos.com&type=domain (last visited May 27, 2011) (lycos.com was first registered on April 13, 1995); [DFNDT0001962-0001963]

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Comparison of the U.S. Patent No. 6,993,572 and Lycos Prior Art

706500.1

| Claim | Claim Language of U.S. Patent | Relevant Disclosure in Lycos Prior Art  |  |   |                   |
|-------|-------------------------------|---|--|---|-------------------|
| No.   | No. 6,993,572                 |   |  |   |                   |
|       |                               | <tr valign="TOP"></tr>  |  |   |                   |
|       |                               |   |  |   |                   |
|       |                               | <td bgcolor="#000000" valign="TOP" width="125"></td>  |  |   |                   |
|       |                               |   |  |   |                   |
|       |                               | <a href="&lt;/td"></a>  |  |   |                   |
|       |                               | "http://web.archive.org/web/19971211094712/http://www.stockfind.newsalert.com/redirect/dlj"><br><img< td=""></img<>                               |  |   |                   |
|       |                               | SRC="http://web.archive.org/web/19971211094712im_/http://gif.newsalert.com/gifs/lycos/dlj.gif" WIDTH=92 HEIGHT=55 BORDER=0>                       |  |   |                   |
|       |                               | <table border="0" cellpadding="0" cellspacing="5" valign="TOP&lt;br" width="125">BGCOLOR="#600000"&gt;</table>                                    |  |   |                   |
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|       |                               |   |  | <td bgcolor="#FFCC33" valign="TOP" width="113"> :<a< td=""></a<></td>                         | : <a< td=""></a<> |
|       |                               |   |  | HREF="http://web.archive.org/web/19971211094712/http://www.lycos.com/"> <font< td=""></font<> |                   |
|       |                               |   |  | FACE="ARIAL,HELVETICA,MS SANS SERIF,SANS-SERIF"   |                   |
|       |                               |   | COLOR="#000000" SIZE="-1"> <b>Lycos Home</b> //TD> |   |                   |
|       |                               | <tr></tr>   |  |   |                   |
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|       |                               | <td bgcolor="#FFCC33" valign="TOP" width="113"> <a< td=""></a<></td>  | <a< td=""></a<>                                    |   |                   |
|       |                               | HREF="http://web.archive.org/web/19971211094712/  |  |   |                   |
|       |                               | http://www.lycos.com/webguides/webguides.html"> <font color="#6000000" face="ARIAL,HELVETICA,MS SANS SERIF,SANS-SERIF" size="-1">&lt;=&gt;</font> |  |   |                   |
|       |                               | Web Guides  |  |   |                   |
|       |                               | <tr></tr>   |  |   |                   |
|       |                               |   |  |   |                   |
|       |                               | <td bgcolor="#FFCC33" valign="TOP" width="113"> <a< td=""></a<></td>  | <a< td=""></a<>                                    |   |                   |
|       |                               | HREF="http://web.archive.org/web/19971211094712/http://www.lycos.com/search.html">FONT  |  |   |                   |
|       |                               | FACE="ARIAL,HELVETICA,MS SANS SERIF,SANS-SERIF" COLOR="#000000" SIZE="-   |  |   |                   |
|       |                               | 1">B>Search <b>/A&gt;</b>   |  |   |                   |
|       |                               | <tr></tr>   |  |   |                   |
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|       |                               | <td bgcolor="#FFCC33" valign="TOP" width="113"> <a< td=""></a<></td>  | <a< td=""></a<>                                    |   |                   |
|       |                               | HREF="http://web.archive.org/web/19971211094712/http://www.lycos.com/help/">>FONT   |  |   |                   |
|       |                               | FACE="ARIAL,HELVETICA,MS SANS SERIF,SANS-SERIF" COLOR="#000000" SIZE="-   |  |   |                   |
|       |                               | 1">B>Help/FONT>/A>/TD>/TR>  |  |   |                   |
|       |                               | <tr></tr>   |  |   |                   |
|       |                               |   |  |   |                   |
|       |                               | <td bgcolor="#FFCC33" valign="TOP" width="113"> <a< td=""></a<></td>  | <a< td=""></a<>                                    |   |                   |

- 3 -

#### Comparison of the U.S. Patent No. 6,993,572 and Lycos Prior Art

| Claim | Claim Language of U.S. Patent |  |
|-------|-------------------------------|--|
| No.   | No. 6,993,572                 | Relevant Disclosure in Lycos Prior Art   |
| No    | No. 6,993,572                 | "DIIA 7978.79 NYSE 507.70 NASDAQ 1596.61 Russell 2000 432.81 S&P 500 969 25/32 AMEX MMI 836.57" News Alert website, December 11, 1997 version (emphasis removed). [DFNDT0001930-0001931]  "Delayed quotes powered by PC Quotes, Inc." News Alert website, December 11, 1997 version (emphasis removed). [DFNDT0001930-0001931]  "MAP NAME=service> <area< td=""></area<> |
|       |                               | " <table></table>  |
|       |                               | <table border="0" cellpadding="4" cellspacing="0" valign="TOP" width="600"></table>  |

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## Comparison of the U.S. Patent No. 6,993,572 and Lycos Prior Art

-2-

| Claim       | Claim Language of U.S. Patent | Relevant Disclosure in Lyons Prior Art |
|-------------|-------------------------------|--|
| <pre></pre> |                               |  |

| 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 a composite 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. | The commerce object is the stock quotes of PC Quote, Inc.  "StockFind Free Quotes"  Lycos website, December 11, 1997 version (emphasis and link removed)(hyperlink to http:// www.stockfind.newsalert.com). [DFNDT0001928-0001929]  "DIIA 7978.79  NYSE 507.70  NASDAQ 1596.61  Russell 2000 432.81  S&P 500 969 25/32  AMEX MMI 836.57"  News Alert website, December 11, 1997 version (emphasis removed). [DFNDT0001930-0001931]  "Delayed quotes powered by PC Quotes, Inc."  News Alert website, December 11, 1997 version (emphasis removed). [DFNDT0001930-0001931]  The look and feel of the Lycos website was the same as the look and feel of the News Alert website.  Specifically, both websites used a Lycos logo in the upper left corner. Each site included a similar navigation bar on the left side. The left side navigation bar on both websites had a black backgroun with separate yellow boxes for each category of links. Unused text links were shown in black underlined text inside of the yellow boxes. The first link on each left side navigation bar is a link to "Lycos Home." Both left side navigation bars include links to "Search," "Help," and "Feedback."  Both the Lycos website and the Newsalert website used a similar page format. The text in the main |
WHOIS Record newsolert.com, http://reports.internic.net/cgi/whois?whois.nic=newsalert.com&type=domain (last visited May 27, 2011) (newsalert.com was first registered on August 4, 1994); [DFNDT0001964-0001965]

<sup>&</sup>lt;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/faqs.php. [DFNDT0001966-0002009]

<sup>4</sup> Supra note 3

| Claim<br>No. | Claim Language of U.S. Patent<br>No. 6.993.572 | Relevant Disclosure in Lycos Prior Art  |
|--------------|--|---|
| 2104         | (10, 0,723,4) 4                                | links were shown in blue underlined text. Additionally, both websites included a search box that had a blue background with a white box where the user typed the search terms.  |
|              |  | Both the Lycos website and the Newsalert website used a similar color scheme. Both websites had left side navigation bar with a black background, yellow boxes, and black text. Both website had a header with a light blue background with yellow boxes with black text. The background of the main part of the page was white with mostly black and blue text. Both websites included a search box with a light blue background. The footers of each page include a white background with black and blue text.                            |
|              |  | Additionally, both web pages had headers with a similar look and feel. Both headers had a Lycos logo in the top left corner. On the right side of the Lycos logo, both headers had a rectangular light blue box with seven smaller yellow boxes inside rectangular light blue box. The text inside of the smaller yellow boxes and the links of the yellow were the same in the Lycos website and the Newsalert website.  |
|              |  | Both the Lycos website and the Newsalert website include similar footers. Both footers included the text "Copyright© 1997 Lycos.Inc. All Rights Reserved. Lycos® is a registered trademark of Carnegie Melion University Questions & Comments Terms and conditions." The text in both footer is the same black front and all unused links are shown in the same light blue front. The phrases "Copyright," "Questions & Comments" and "Terms and conditions" on both website were in the same light blue font and included identical links. |
|              |  | Cooxish® 1997 Lycos Inc. All Rights Reserved Lycos® is a registered trademark of Camerija Mellon University Questions & Comments Tems and conditions  |
|              |  | Lucos website, December 11, 1997 version. [DFNDT0001930-000191931, DFNDT0001944-0001961]  |
|              |  | Copyright® 1997 Lycos Inc. All Rights Reserved Lycos® is a registered trademark of Carnegie Mellon University Questions & Commerts Terms and conditions   |
|              |  | News Alert website, December 11, 1997 version. [DFNDT0001928-0001943]  "MAP NAME=service>   |
|              |  | AREA SHAPE=rect COORDS="6,0, 54,14"   |
|              |  | HREF="http://web.archive.org/web/19971211094712/http://point.lycos.com/categories/">  |

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## Comparison of the U.S. Patent No. 6,993,572 and Lycos Prior Art

- 5 -

| Claim | Claim Language of U.S. Patent | Relevant Disclosure in Lycos Prior Art  |                 |
|-------|-------------------------------|---|-----------------|
| No.   | No. 6,993,572                 |   |                 |
|       |                               | FACE="ARIAL,HELVETICA,MS SANS SERIF,SANS-SERIF"   |                 |
|       |                               | COLOR="#000000" SIZE="-1"> <b>Lycos Home</b>  |                 |
|       |                               | <tr></tr>   |                 |
|       |                               |   |                 |
|       |                               | <td bgcolor="#FFCC33" valign="TOP" width="113"> <a< th=""></a<></td>                    | <a< th=""></a<> |
|       |                               | HREF="http://web.archive.org/web/19971211094712/  |                 |
|       |                               | http://www.lycos.com/webguides/webguides.html">FONT FACE="ARIAL,HELVETICA,MS"           |                 |
|       |                               | SANS SERIF,SANS-SERIF" COLOR="#000000" SIZE="-1">                                       |                 |
|       |                               | Web Guides/FONT>/A>/TD>/TR>   |                 |
|       |                               | <tr></tr>   |                 |
|       |                               |   |                 |
|       |                               | <td bgcolor="#FFCC33" valign="TOP" width="113"> <a< td=""></a<></td>                    | <a< td=""></a<> |
|       |                               | HREF="http://web.archive.org/web/19971211094712/http://www.lycos.com/search.html">FONT  |                 |
|       |                               | FACE="ARIAL,HELVETICA,MS SANS SERIF,SANS-SERIF" COLOR="#000000" SIZE="-                 |                 |
|       |                               | 1"> <b>Search</b>   |                 |
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|       |                               |   |                 |
|       |                               | <td bgcolor="#FFCC33" valign="TOP" width="113"> <a< td=""></a<></td>                    | <a< td=""></a<> |
|       |                               | HREF="http://web.archive.org/web/19971211094712/http://www.lycos.com/help/">FONT        |                 |
|       |                               | FACE="ARIAL,HELVETICA,MS SANS SERIF,SANS-SERIF" COLOR="#000000" SIZE="-                 |                 |
|       |                               | 1">B>Help/FONT>/A>//TD>//TR>  |                 |
|       |                               | <tr></tr>   |                 |
|       |                               |   |                 |
|       |                               | <td bgcolor="#FFCC33" valign="TOP" width="113"> <a< td=""></a<></td>                    | <a< td=""></a<> |
|       |                               | HREF="http://web.archive.org/web/19971211094712/http://echomail.lycos.com/echomail">    |                 |
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|       |                               | SIZE="-1">B>Feedback  |                 |
|       |                               | <td bgcolor="#000000" rowspan="5" valign="TOP" width="2"> </td>                         |                 |
|       |                               |   |                 |
|       |                               |   |                 |

|  |  |  |
|  |  | | |
|  |  | " |
|  |  | Source Code for Left side column of the New Alert website. [DFNDT0001932-0001943] |
|  |  | "  | |
|  |  |  |

### Comparison of the U.S. Patent No. 6,993,572 and Lycos Prior Art

| Claim | Claim Language of U.S. Patent |  |
|-------|-------------------------------|--|
| No,   | No. 6.993,572                 | Relevant Disclosure in Lycos Prior Art   |
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|       |                               | HREF="http://web.archive.org/web/19971211094712/http://cityguide.lycos.com/">          |
|       |                               | <area <="" coords="119,0, 181,14" shape="rect" td=""/>                                 |
|       |                               | HREF="http://web.archive.org/web/19971211094712/http://www.lycos.com/peoplefind/">     |
|       |                               | <area <="" coords="184,0, 243,14" shape="rect" td=""/>                                 |
|       |                               | HREF="http://web.archive.org/web/19971211094712/http://www.stockfind.newsalert.com/">  |
|       |                               | <area <="" coords="249,0, 307,14" shape="rect" td=""/>                                 |
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|       |                               | <area <="" coords="311,0, 386,14" shape="rect" td=""/>                                 |
|       |                               | HREF="http://web.archive.org/web/19971211094712/http://www.lycos.com/cgi-bin/nph-      |
|       |                               | bounce?gtehome-button http://yp.gte.net/ypform.phtml_QUES_SRC=lycos">                  |
|       |                               | <area <="" coords="391,0, 467,14" shape="rect" td=""/>                                 |
|       |                               | HREF="http://web.archive.org/web/19971211094712/http://www.lycos.com/ups/bridge.html"> |
|       |                               | <area shape="default&lt;/td"/>   |
|       |                               | HREF="http://web.archive.org/web/19971211094712/http://www.lycos.com/"> "              |
|       |                               | VIII 2   |
|       |                               | Source Code for Header of the New Alert website. [DFNDT0001932-0001943]                |
|       |                               | "  |

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|  |  | | |  | |
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|  |  |  |
|  |  |  |
|  |  | "http://web.archive.org/web/19971211094712/http://www.stockfind.newsalert.com/redirect/dlj"> |
|  |  |  |
|  |  | SRC="http://web.archive.org/web/19971211094712im\_/http://gif.newsalert.com/gifs/lycos/dlj.gif" |
|  |  | WIDTH=92 HEIGHT=55 BORDER=0> |
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|  |  | | |
|  |  | HREF="http://web.archive.org/web/19971211094712/http://www.lycos.com/"> |
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## Comparison of the U.S. Patent No. 6,993,572 and Lycos Prior Art

-6-

| Claim<br>No.    | Claim Language of U.S. Patent<br>No. 6.993,572 | Relevant Disclosure in Lycos Prior Art   |
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|                 |  | HREF="http://web.archive.org/web/19971211191234/http://point.lycos.com/categories/">   |
|                 |  | <area <="" coords="57,0, 115,14" shape="rect" td=""/>  |
|                 |  | HREF="http://web.archive.org/web/19971211191234/http://cityguide.lycos.com/">  |
|                 |  | <area <="" coords="119,0, 181,14" shape="rect" td=""/>   |
|                 |  | HREF="http://web.archive.org/web/19971211191234/http://www.lycos.com/peoplefind/">   |
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|                 |  | <area <="" coords="249,0, 307,14" shape="rect" td=""/>   |
|                 |  | HREF="http://web.archive.org/web/19971211191234/http://www.lycos.com/roadmap.html">  |
|                 |  | <are style="color: blue;"><are 19971211191234="" <="" http:="" style="color:&lt;/td&gt;&lt;/tr&gt;&lt;tr&gt;&lt;td&gt;&lt;/td&gt;&lt;td&gt;&lt;/td&gt;&lt;td&gt;HREF=" td="" web="" web.archive.org=""></are></are></are></are></are></are></are></are></are></are></are></are></are></are></are></are></are></are></are></are></are></are></are></are></are></are></are></are></are></are></are></are></are></are></are></are></are></are></are></are></are></are></are></are></are></are></are></are></are></are></are></are></are></are></are></are></are></are></are></are></are></are></are></are></are></are></are></are></are></are></are></are></are></are></are></are></are></are></are>        |
|                 |  | http://www.lycos.com/cgi-bin/nph-bounce?gtehome-   |
|                 |  | button http://yp.gte.net/ypform.phtml_QUES_SRC=lycos">   |
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|                 |  | HREF="http://web.archive.org/web/19971211191234/http://www.lycos.com/index.html">  |
|                 |  | / 1/10071211101224/  |
|                 |  | <a href="http://web.archive.org/web/19971211191234/&lt;/p&gt;&lt;/td&gt;&lt;/tr&gt;&lt;tr&gt;&lt;td&gt;&lt;/td&gt;&lt;td&gt;&lt;/td&gt;&lt;td&gt;http://www.lycos.com/assist/maps/service.map"><img<br>SRC="http://web.archive.org/web/19971211191234im /</img<br></a>   |
|                 |  | http://www.lycos.com/assist/graphics/servicebar.gif" HEIGHT=18 WIDTH=473 alt="Lycos"   |
|                 |  | Intp://www.rycos.com/assisugraphics/service/align HEIGHT-18 WIDTH-475 alic Lycos   Services BORDER=0 usemap="#service" ISMAP>  |
|                 |  | Services BORDER-0 usernap- #service ISMAI>A>   |
|                 |  |  |
|                 |  |  |
|                 |  | Source Code for Header of the Lycos website. [DFNDT0001944-0001961]  |
|                 |  |  |
|                 |  | Navigation for Web Guide   |
|                 |  |  |
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| Claim | Claim Language of U.S. Patent | n.t (N. ) 1 h  |  |
|-------|-------------------------------|--|--|
| No.   | No. 6,993,572                 | Relevant Disclosure in Lycos Prior Art   |  |
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|       |                               |  |  |
|       |                               | <td bgcolor="#FFCC33" valign="top"></td>   |  |
|       |                               | <a< td=""></a<>  |  |
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|       |                               | FACE="helvetica, arial, ms sans serif, sans-serif" COLOR="#000000" SIZE="-                                       |  |
|       |                               | 1">B>Autos <b>(FONT&gt;/A&gt;</b>  |  |
|       |                               | <br>   |  |
|       |                               | <a< td=""></a<>  |  |
|       |                               | HREF="http://web.archive.org/web/19971211191234/http://www.lycos.com/business/">font                             |  |
|       |                               | face="helvetica, arial, ms sans serif; sans-serif" color="#000000"   |  |
|       |                               | size="2"> <b>Business</b>  |  |
|       |                               | <br>: <a< td=""></a<>  |  |
|       |                               | ##100,5-A  HREF="http://web.archive.org/web/19971211191234/http://www.lvcos.com/careers/"> <font< td=""></font<> |  |
|       |                               | face="helvetica, arial, ms sans serif, sans-serif" color="#000000"   |  |
|       |                               | size="2">h>Careers   |  |
|       |                               | SEC-17 OF CARCUS VID VIOLED VAN  |  |
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|       |                               | FACE="Helvetica, Ariel, MS Sans Serif, Sans Serif" color="#000000" SIZE="-                                       |  |
|       |                               | 1">B>Computers   |  |
|       |                               | <br>   |  |
|       |                               | <a< td=""></a<>  |  |
|       |                               | HREF="http://web.archive.org/web/19971211191234/http://www.lycos.com/education/">FONT                            |  |
|       |                               | FACE="Helvetica, Ariel, MS Sans Serif, Sans Serif" color="#000000" SIZE="-                                       |  |
|       |                               | 1"> <b>Education</b>   |  |
|       |                               | <br>   |  |
|       |                               | <a< td=""></a<>  |  |
|       |                               | HREF="http://web.archive.org/web/19971211191234/http://www.lycos.com/entertainment/">FONT                        |  |
|       |                               | FACE="Helvetica, Ariel, MS Sans Serif, Sans Serif" color="#000000" SIZE="-                                       |  |
|       |                               | 1"> <b>Entertainment</b>   |  |
|       |                               | <br>   |  |

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# - 9 -

## Comparison of the U.S. Patent No. 6,993,572 and Lycos Prior Art

| Claim | Claim Language of U.S. Patent | Relevant Disclosure in Lycos Prior Art  |
|-------|-------------------------------|---|
| No.   | No. 6,993,572                 |   |
|       |                               | 1"> <b>Kids</b>   |
|       |                               | <br>  |
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|       |                               | HREF="http://web.archive.org/web/19971211191234/http://www.lycos.com/money/"> <font< td=""></font<>   |
|       |                               | FACE="Helvetica, Ariel, MS Sans Serif, Sans Serif" color="#000000" SIZE="-  |
|       |                               | 1"> <b>Money</b> /A>  |
|       |                               | <br>  |
|       |                               | <a< td=""></a<>   |
|       |                               | HREF="http://web.archive.org/web/19971211191234/http://www.lycos.com/news/"> <font< td=""></font<>  |
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|       |                               | <a< td=""></a<>   |
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|       |                               | FACE="Helvetica, Ariel, MS Sans Serif, Sans Serif" color="#000000" SIZE="-  |
|       |                               | 1"> <b>People</b>   |
|       |                               | <br>  |
|       |                               | <a< td=""></a<>   |
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|       |                               | FACE="Helvetica, Ariel, MS Sans Serif, Sans Serif" color="#000000" SIZE="-1">  B>Real   |
|       |                               | Estate/FONT>/A>   |
|       |                               | SR>   |
|       |                               | <a href="http://web.archive.org/web/19971211191234/&lt;/td&gt;&lt;/tr&gt;&lt;tr&gt;&lt;th&gt;&lt;/th&gt;&lt;td&gt;&lt;/td&gt;&lt;td&gt;http://www.lycos.com/commerce/shopnet/">FONT FACE="Helvetica, Ariel, MS Sans Serif, Sans</a> |
|       |                               | Serif" color="#000000" SIZE="-1">B>Shopping/FONT>/A>  |
|       |                               | ⟨BR⟩  |
|       |                               | <a< td=""></a<>   |
|       |                               | HREF="http://web.archive.org/web/19971211191234/http://www.lycos.com/space/">FONT   |
|       |                               | FACE="Helvetica, Ariel, MS Sans Serif, Sans Serif" color="#000000" SIZE="-1">  B>Space/Sci-   |
|       |                               | Fi  |
|       |                               | <br>  |
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|       |                               | HREF="http://web.archive.org/web/19971211191234/http://www.lycos.com/sports/">FONT  |

#### Comparison of the U.S. Patent No. 6,993,572 and Lycos Prior Art

| Claim | Claim Language of U.S. Patent | Relevant Disclosure in Lycos Prior Art   |
|-------|-------------------------------|--|
| No.   | No. 6,993,572                 | : <a< td=""></a<>  |
|       |                               | HREF="http://web.archive.org/web/19971211191234/http://www.lycos.com/fashion/">FONT                              |
|       |                               | FACE="Helvetica, Ariel, MS Sans Serif, Sans Serif" color="#00000" SIZE="-  |
|       |                               | 1">B>Fashion/FONT>/A>  |
|       |                               | <br>   |
|       |                               | <a< td=""></a<>  |
|       |                               | HREF="http://web.archive.org/web/19971211191234/http://www.lycos.com/games/"> <font< td=""></font<>              |
|       |                               | FACE="Helvetica, Ariel, MS Sans Serif, Sans Serif" color="#000000" SIZE="-                                       |
|       |                               | 1"> <b>Games</b>   |
|       |                               | <br>   |
|       |                               | <a< td=""></a<>  |
|       |                               | HREF="http://web.archive.org/web/19971211191234/http://www.lycos.com/government/">FONT                           |
|       |                               | FACE="Helvetica, Ariel, MS Sans Serif, Sans Serif" color="#000000" SIZE="-                                       |
|       |                               | 1"> <b>Government</b>  |
|       |                               | <br>   |
|       |                               | <a< td=""></a<>  |
|       |                               | HREF="http://web.archive.org/web/19971211191234/http://www.lycos.com/health/">FONT                               |
|       |                               | FACE="Helvetica, Ariel, MS Sans Serif, Sans Serif" color="#000000" SIZE="-                                       |
|       |                               | 1">B>Health/FONT>/A>   |
|       |                               | <br>   |
|       |                               | ##100;\A HREF="http://web.archive.org/web/19971211191234/http://www.lycos.com/homegarden"> <font< td=""></font<> |
|       |                               | FACE="Helvetica. Ariel. MS Sans Serif. Sans Serif" color="#000000" SIZE="-                                       |
|       |                               | 1">B>Home/Garden/FONT>/A>  |
|       |                               | <br>   |
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|       |                               | HREF="http://web.archive.org/web/19971211191234/http://www.lycos.com/internet/"> <font< td=""></font<>           |
|       |                               | FACE="Helvetica, Ariel, MS Sans Serif, Sans Serif" color="#000000" SIZE="-                                       |
|       |                               | 1"> <b>Internet</b>  |
|       |                               | <br>   |
|       |                               | <a< td=""></a<>  |
|       |                               | HREF="http://web.archive.org/web/19971211191234/http://www.lycos.com/kids/">FONT                                 |
|       |                               | FACE="Helvetica, Ariel, MS Sans Serif, Sans Serif" color="#000000" SIZE="-                                       |

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## Comparison of the U.S. Patent No. 6,993,572 and Lycos Prior Art

- 10 -

| Claim | Claim Language of U.S. Patent | Relevant Disclosure in Lycos Prior Art   |                       |  |  |                   |  |  |  |  |  |   |  |  |  |
|-------|-------------------------------|--|-----------------------|--|--|-------------------|--|--|--|--|--|---|--|--|--|
| No.   | No. 6,993,572                 | *  |                       |  |  |                   |  |  |  |  |  |   |  |  |  |
|       |                               | FACE="Helvetica, Ariel, MS Sans Serif, Sans Serif" color="#000000" SIZE="-   |                       |  |  |                   |  |  |  |  |  |   |  |  |  |
|       |                               | 1">B>Sports/FONT>/A><br><br>   |                       |  |  |                   |  |  |  |  |  |   |  |  |  |
|       |                               | : <a< td=""></a<>  |                       |  |  |                   |  |  |  |  |  |   |  |  |  |
|       |                               | HREF="http://web.archive.org/web/19971211191234/http://www.lycos.com/techtoys/">FONT   |                       |  |  |                   |  |  |  |  |  |   |  |  |  |
|       |                               | FACE="Helvetica, Ariel, MS Sans Serif, Sans Serif" color="#000000" SIZE="-1"> <b>Tech</b>  |                       |  |  |                   |  |  |  |  |  |   |  |  |  |
|       |                               | Toys/FONT>/A>  |                       |  |  |                   |  |  |  |  |  |   |  |  |  |
|       |                               | <br>   |                       |  |  |                   |  |  |  |  |  |   |  |  |  |
|       |                               | <a< td=""></a<>  |                       |  |  |                   |  |  |  |  |  |   |  |  |  |
|       |                               | HREF="http://web.archive.org/web/19971211191234/http://www.lycos.com/travel/">FONT   |                       |  |  |                   |  |  |  |  |  |   |  |  |  |
|       |                               | FACE="Helvetica, Ariel, MS Sans Serif, Sans Serif" color="#000000" SIZE="-   |                       |  |  |                   |  |  |  |  |  |   |  |  |  |
|       |                               | 1"> <b>Travel</b>  |                       |  |  |                   |  |  |  |  |  |   |  |  |  |
|       |                               | ⟨TD⟩   |                       |  |  |                   |  |  |  |  |  |   |  |  |  |
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|       |                               | ⟨\TD⟩  |                       |  |  |                   |  |  |  |  |  |   |  |  |  |
|       |                               | <li>⟨IR⟩</li>  |                       |  |  |                   |  |  |  |  |  |   |  |  |  |
|       |                               | <∏R>   |                       |  |  |                   |  |  |  |  |  |   |  |  |  |
|       |                               | <td bgcolor="#FFCC33" valign="TOP" width="110"><br/> :<a< td=""></a<></td>   | <br>: <a< td=""></a<> |  |  |                   |  |  |  |  |  |   |  |  |  |
|       |                               | HREF="http://web.archive.org/web/19971211191234/http://www.lycos.com/search.html"> <font color="#000000" face="HELVETICA, ARIAL, MS SANS SERIF, SANS-SERIF" size="-&lt;/td&gt;&lt;/tr&gt;&lt;tr&gt;&lt;td&gt;&lt;/td&gt;&lt;td&gt;&lt;/td&gt;&lt;td&gt;1"><b>Search</b></font>   |                       |  |  |                   |  |  |  |  |  |   |  |  |  |
|       |                               | ∏ >  |                       |  |  |                   |  |  |  |  |  |   |  |  |  |
|       |                               | ⟨∏⟩  |                       |  |  |                   |  |  |  |  |  |   |  |  |  |
|       |                               | <tr> <td bgcolor="#FFECC33" valign="TOP" width="110"></td></tr> <tr><td></td><td></td><td> :<a< td=""></a<></td></tr> <tr><td></td><td></td><td>HREF="http://web.archive.org/web/19971211191234/http://www.lycos.com/help/"&gt;<font< td=""></font<></td></tr> <tr><td></td><td></td><td>  FACE="HELVETICA, ARIAL, MS SANS SERIF, SANS-SERIF" COLOR="#000000" SIZE="-<br/>  1"&gt;\B&gt;Help&lt;\B&gt;\FONT&gt;\A&gt;</td></tr> <tr><td></td><td></td><td></td></tr> |                       |  |  | : <a< td=""></a<> |  |  | HREF="http://web.archive.org/web/19971211191234/http://www.lycos.com/help/"> <font< td=""></font<> |  |  | FACE="HELVETICA, ARIAL, MS SANS SERIF, SANS-SERIF" COLOR="#000000" SIZE="-<br>  1">\B>Help<\B>\FONT>\A> |  |  |  |
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|       |                               | : <a< td=""></a<>  |                       |  |  |                   |  |  |  |  |  |   |  |  |  |
|       |                               | HREF="http://web.archive.org/web/19971211191234/http://www.lycos.com/help/"> <font< td=""></font<>   |                       |  |  |                   |  |  |  |  |  |   |  |  |  |
|       |                               | FACE="HELVETICA, ARIAL, MS SANS SERIF, SANS-SERIF" COLOR="#000000" SIZE="-<br>  1">\B>Help<\B>\FONT>\A>  |                       |  |  |                   |  |  |  |  |  |   |  |  |  |
|       |                               |  |                       |  |  |                   |  |  |  |  |  |   |  |  |  |
|       |                               |  |                       |  |  |                   |  |  |  |  |  |   |  |  |  |

| Claim<br>No. | Claim Language of U.S. Patent<br>No. 6,993,572                              | Relevant Disclosure in Lycos Prior Art   |  |
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|              | 110.00  | <tr>&gt;</tr>  |  |
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|              |   | VALIGN=TOP>  |  |
|              |   | <a< td=""></a<>  |  |
|              |   | HREF="http://web.archive.org/web/19971211191234/http://eehomail.lycos.com/echomail!">FONT FACE="HELVETICA, ARIAL, MS SANS SERIF, SANS-SERIF" COLOR="#000000" SIZE="- 1">R>Feedhack/FONT>/A>              |  |
|              |   |  |  |
|              |   | <td width="2"></td>  |  |
|              |   |  |  |
|              |   |  |  |
|              |   | Source Code for Left side column of the Lycos website. [DFNDT0001944-0001961]  |  |
| 17           | An a common outcomic  | 9417 1974  |  |
| 17           | An e commerce outsourcing<br>process comprising the steps of:               | See 13, supra.   |  |
|              | process comprising the steps of.  | Lycos, Inc provided a host web page entitled, Lycos Money Guide,   |  |
|              |   | at www.lycos.com/money, (i.e., the <i>Lycos</i> website) with a link to web page of News Alert, Inc., entitled, <i>News Alert</i> at www.stockfind.newsalert.com/ (i.e., the <i>News Alert</i> website). |  |
|              |   | Lycos website, December 11, 1997 version. [DFNDT0001928-0001929].  |  |
|              |   | News Alert website, December 11, 1997 version. [DFNDT0001930-0001931]  |  |
| 17(a)        | storing a look and feel description<br>associated with a first website in a | See 13(a), supra.  |  |
|              | data store associated with a  | Elements needed to create the New Alert website with the look and feel of the Lycos website were   |  |
|              | second website;   | stored in a data store on the News Alert, In. website server.  |  |
|              |   | The commerce object is the stock quotes of PC Quote, Inc.  |  |
|              |   | "StockFind Free Quotes"  |  |
|              |   | Succession Free Guides Lycos website, December 11, 1997 version (emphasis and link removed)(hyperlink to http://www.stockfind.newsalert.com). [DFNDT0001928-0001929]                                     |  |

## Comparison of the U.S. Patent No. 6,993,572 and Lycos Prior Art

- 13 -

| Claim | Claim Language of U.S. Patent | DI NI II D   |  |   |                 |
|-------|-------------------------------|--|--|---|-----------------|
| No.   | No. 6,993,572                 | Relevant Disclosure in Lycos Prior Art   |  |   |                 |
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|       |                               |  |  |   |                 |
|       |                               | <a href="&lt;/td"></a>   |  |   |                 |
|       |                               | "http://web.archive.org/web/19971211094712/http://www.stockfind.newsalert.com/redirect/dlj">   |  |   |                 |
|       |                               | <img< th=""></img<>  |  |   |                 |
|       |                               | SRC="http://web.archive.org/web/19971211094712im_/http://gif.newsalert.com/gifs/lycos/dlj.gif" |  |   |                 |
|       |                               | WIDTH=92 HEIGHT=55 BORDER=0>   |  |   |                 |
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|       |                               |  |  | HREF="http://web.archive.org/web/19971211094712/http://www.lycos.com/"> <font< th=""></font<> |                 |
|       |                               |  |  | FACE="ARIAL,HELVETICA,MS SANS SERIF,SANS-SERIF"   |                 |
|       |                               |  | COLOR="#000000" SIZE="-1"> <b>Lycos Home</b> |   |                 |
|       |                               | <tr></tr>  |  |   |                 |
|       |                               |  |  |   |                 |
|       |                               | <td bgcolor="#FFCC33" valign="TOP" width="113"> <a< th=""></a<></td>                           | <a< th=""></a<>                              |   |                 |
|       |                               | HREF="http://web.archive.org/web/19971211094712/   |  |   |                 |
|       |                               | http://www.lycos.com/webguides/webguides.html">FONT FACE="ARIAL,HELVETICA,MS                   |  |   |                 |
|       |                               | SANS SERIF, SANS-SERIF" COLOR="#000000" SIZE="-1"> <b></b>                                     |  |   |                 |
|       |                               | Web Guides   |  |   |                 |
|       |                               |  |  |   |                 |
|       |                               | <td bgcolor="#FFCC33" valign="TOP" width="113"> <a< td=""></a<></td>                           | <a< td=""></a<>                              |   |                 |
|       |                               | HREF="http://web.archive.org/web/19971211094712/http://www.lvcos.com/search.html">FONT         |  |   |                 |
|       |                               | FACE="ARIAL,HELVETICA,MS SANS SERIF,SANS-SERIF" COLOR="#000000" SIZE="-                        |  |   |                 |
|       |                               | 1">B>Search B>\A>\TD>\TR>  |  |   |                 |
|       |                               | TR>  |  |   |                 |
|       |                               | <td bgcolor="#FFCC33" valign="TOP" width="113"> <a< td=""></a<></td>                           | <a< td=""></a<>                              |   |                 |
|       |                               | HREF="http://web.archive.org/web/19971211094712/http://www.lycos.com/help/">FONT               |  |   |                 |
|       |                               | FACE="ARIAL,HELVETICA,MS SANS SERIF,SANS-SERIF" COLOR="#000000" SIZE="-                        |  |   |                 |
|       |                               | 1">B>Help <b>FONT&gt;/A&gt;/TD&gt;/TR&gt;</b>  |  |   |                 |
|       |                               | <tr></tr>  |  |   |                 |
|       |                               |  |  |   |                 |
|       |                               | <td bgcolor="#FFCC33" valign="TOP" width="113"> <a< td=""></a<></td>                           | <a< td=""></a<>                              |   |                 |

#### Comparison of the U.S. Patent No. 6,993,572 and Lycos Prior Art

|       |                               | ration of the Cost Faterit (A), 19,70,72 and Liyeos Fillor Air  |
|-------|-------------------------------|---|
| Claim | Claim Language of U.S. Patent | Relevant Disclosure in Lycos Prior Art  |
| No.   | No. 6,993,572                 |   |
|       |                               | "DJIA 7978.79   |
|       |                               | NYSE 507.70   |
|       |                               | NASDAQ 1596.61<br>Russell 2000 432.81   |
|       |                               | Russell 2000  |
|       |                               | AMEX MMI 836.57"  |
|       |                               | News Alert website, December 11, 1997 version (emphasis removed). [DFNDT0001930-0001931]  |
|       |                               | "Delayed quotes powered by PC Quotes, Inc."   |
|       |                               | News Alert website, December 11, 1997 version (emphasis removed). [DFNDT0001930-0001931]  |
|       |                               | "MAP NAME=service>  |
|       |                               | <area <="" coords="6,0, 54,14" shape="rect" td=""/>   |
|       |                               | HREF="http://web.archive.org/web/19971211094712/http://point.lycos.com/categories/">  |
|       |                               | <area <="" coords="57,0, 115,14" shape="rect" td=""/>   |
|       |                               | HREF="http://web.archive.org/web/19971211094712/http://cityguide.lycos.com/">   |
|       |                               | <area <="" coords="119,0, 181,14" shape="rect" td=""/>  |
|       |                               | HREF="http://web.archive.org/web/19971211094712/http://www.lycos.com/peoplefind/"> <area <="" coords="184.0, 243,14" shape="rect" td=""/>     |
|       |                               | HREF="http://web.archive.org/web/19971211094712/http://www.stockfind.newsalert.com/">   |
|       |                               | <area <="" coords="249,0, 307,14" shape="rect" td=""/>  |
|       |                               | HREF="http://web.archive.org/web/19971211094712/http://www.lycos.com/roadmap.html"><br><area <="" coords="311.0, 386,14" shape="rect" td=""/> |
|       |                               | HREF="http://web.archive.org/web/19971211094712/http://www.lycos.com/cgi-bin/nph-   |
|       |                               | bounce?gtehome-button http://yp.gte.net/ypform.phtml QUES SRC=lycos">   |
|       |                               | <area <="" coords="391.0, 467.14" p="" shape="rect"/>   |
|       |                               | HREF="http://web.archive.org/web/19971211094712/http://www.lycos.com/ups/bridge.html">  |
|       |                               | <area shape="default&lt;/td"/>  |
|       |                               | HREF="http://web.archive.org/web/19971211094712/http://www.lycos.com/">   |
|       |                               | "   |
|       |                               | Source Code for Header of the New Alert website. [DFNDT0001932-0001943]   |
|       |                               | "   |

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## Comparison of the U.S. Patent No. 6,993,572 and Lycos Prior Art

- 14 -

| Claim | Claim Language of U.S. Patent | Relevant Disclosure in Lycos Prior Art  |  |
|-------|-------------------------------|---|--|
| No.   | No. 6.993,572                 |   |  |
|       |                               | HREF="http://web.archive.org/web/199712/11094712/http://echomail.lycos.com/echomail"> <font color="#000000" face="ARIAL,HELVETICA,MS SANS SERIF,SANS-SERIF" size="-1"> SPFeedback-0B~/FONT&gt;-/A~/TD&gt; <td bgcolor="#000000" rowspan="5" valign="TOP" width="2"> </td> </font> |  |

"
Source Code for Left side column of the New Alert website. [DFNDT0001932-0001943]| 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), supra.  The commerce object is the stock quotes of PC Quote, Inc.  "StockFind Free Quotes"  Lycos website, December 11, 1997 version (emphasis and link removed)(hyperlink to http://www.stockfind.newsalert.com). [DFNDT0001928-0001929]  "DIIA 7978.79  NYSE 507.70  NASDAQ 1596.61  Russell 2000 432.81  S&P 500 969 25/32  AMEX MMI 836.57"  News Alert website, December 11, 1997 version (emphasis removed). [DFNDT0001930-0001931]  "Delayed quotes powered by PC Quotes, Inc."  News Alert website, December 11, 1997 version (emphasis removed). [DFNDT0001930-0001931]  "Delayed quotes powered by PC Quotes, Inc."  News Alert website, December 11, 1997 version (emphasis removed). [DFNDT0001930-0001931]  The look and feel of the Lycos website was the same as the look and feel of the News Alert website.  Specifically, both websites used a Lycos logo in the upper left corner. Each site included a similar navigation bar on the left side. The left side navigation bar on both websites had a black background with separate yellow boxes for each category of links. Unused text links were shown in black underlined text inside of the yellow boxes. The first link on each left side navigation bar is a link to "Lycos Website and the Newsalert website used a similar page format. The text in the main |

| Claim | Claim Language of U.S. Patent | Relevant Disclosure in Lycos Prior Art  |
|-------|-------------------------------|---|
| No.   | No. 6,993,572                 |   |
|       |                               | section of the website was the same size with a black color on a white background. Most unused text links were shown in blue underlined text. Additionally, both websites included a search box that had a blue background with a white box where the user typed the search terms.  |
|       |                               | Both the Lycos website and the Newsalert website used a similar color scheme. Both websites had left side navigation bar with a black background, yellow boxes, and black text. Both website had a header with a light blue background with yellow boxes with black text. The background of the main part of the page was white with mostly black and blue text. Both websites included a search box with a light blue background. The footers of each page include a white background with black and blue text.                                |
|       |                               | Additionally, both web pages had headers with a similar look and feel. Both headers had a Lycos logo in the top left corner. On the right side of the Lycos logo, both headers had a rectangular light blue box with seven smaller yellow boxes inside rectangular light blue box. The text inside of the smaller yellow boxes and the links of the yellow were the same in the Lycos website and the Newsalert website.  |
|       |                               | Both the Lycos website and the Newsalert website include similar footers. Both footers included the the text "Copyrighte" 1997 Lycos, Inc. All Rights Reserved. Lycos® is a registered trademark of Camegie Melion University Questions & Comments Terms and conditions." The text in both footer is the same black front and all unused links are shown in the same light blue font. The phrases "Copyright," "Questions & Comments" and "Terms and conditions" on both website were in the same light blue font and included identical links. |
|       |                               | Coprictable 1997 Lycos.Inc. All Rights Reserved. Lycos 'is a registered trademark of Carnegie Mellon University Questions & Comments Terms and conditions   |
|       |                               | Lucos website, December 11, 1997 version. [DFNDT0001930-000191931, DFNDT0001944-0001961]  |
|       |                               | Convigine 1997 Lycos.Inc. All Rights Reserved Lycos <sup>©</sup> is a registered trademark of Carnegie Mellon University Questions & Comments Terms and conditions News Alert website, December 11, 1997 version. [DFNDT0001928-0001943]  |
|       |                               | "MAP NAME=service>  |
|       |                               | <area <="" coords="6,0, 54,14" shape="rect" td=""/>   |

- 17 -

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## Comparison of the U.S. Patent No. 6,993,572 and Lycos Prior Art

| Claim<br>No. | Claim Language of U.S. Patent | Relevant Disclosure in Lycos Prior Art  |                 |  |
|--------------|-------------------------------|---|-----------------|--|
| NO.          | No. 6,993,572                 | HREF="http://web.archive.org/web/19971211094712/http://www.lvcos.com/"> <font< td=""></font<> |                 |  |
|              |                               | FACE="ARIAL,HELVETICA,MS SANS SERIF,SANS-SERIF"   |                 |  |
|              |                               | COLOR="#000000" SIZE="-1"> S>Lvcos Home /FONT>/A>/TD>//TR>                                    |                 |  |
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|              |                               | <td bgcolor="#FFCC33" valign="TOP" width="113"> <a< td=""></a<></td>                          | <a< td=""></a<> |  |
|              |                               | HREF="http://web.archive.org/web/19971211094712/  |                 |  |
|              |                               | http://www.lycos.com/webguides/webguides.html">FONT FACE="ARIAL,HELVETICA,MS                  |                 |  |
|              |                               | SANS SERIF,SANS-SERIF" COLOR="#000000" SIZE="-1"> <b></b>                                     |                 |  |
|              |                               | Web Guides \( B \sim \fon T \sim A \sim \fon T D \sim T R \)                                  |                 |  |
|              |                               | <tr></tr>   |                 |  |
|              |                               |   |                 |  |
|              |                               | <td bgcolor="#FFCC33" valign="TOP" width="113"> <a< td=""></a<></td>                          | <a< td=""></a<> |  |
|              |                               | HREF="http://web.archive.org/web/19971211094712/http://www.lycos.com/search.html" FONT        |                 |  |
|              |                               | FACE="ARIAL,HELVETICA,MS SANS SERIF,SANS-SERIF" COLOR="#000000" SIZE="- 1">S>Search           |                 |  |
|              |                               |   |                 |  |
|              |                               | <td bgcolor="#FFCC33" valign="TOP" width="113"> <a< td=""></a<></td>                          | <a< td=""></a<> |  |
|              |                               | HREF="http://web.archive.org/web/19971211094712/http://www.lycos.com/help/">FONT              |                 |  |
|              |                               | FACE="ARIAL,HELVETICA,MS SANS SERIF,SANS-SERIF" COLOR="#000000" SIZE="-                       |                 |  |
|              |                               | 1">B>Help <b>/FONT&gt;/A&gt;/TD&gt;/TR&gt;</b>  |                 |  |
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|              |                               |   |                 |  |
|              |                               | <td bgcolor="#FFCC33" valign="TOP" width="113"> <a< td=""></a<></td>                          | <a< td=""></a<> |  |
|              |                               | HREF="http://web.archive.org/web/19971211094712/http://echomail.lycos.com/echomail">          |                 |  |
|              |                               | <font <="" color="#000000" face="ARIAL,HELVETICA,MS SANS SERIF,SANS-SERIF" p=""></font>       |                 |  |
|              |                               | SIZE="-1">B>Feedback  |                 |  |
|              |                               | <td bgcolor="#000000" rowspan="5" valign="TOP" width="2"> </td>                               |                 |  |
|              |                               | ⟨TR>  |                 |  |
|              |                               |   |                 |  |
|              |                               | <td valign="TOP"></td>  |                 |  |
|              |                               | END GUIDEBAR "  |                 |  |
|              |                               | Source Code for Left side column of the New Alert website. [DFNDT0001932-0001943]             |                 |  |
|              |                               | Source Code for Detection containing of the North Mark Website. [DI ND 10001732-0001743]      |                 |  |
|              |                               | " <td bgcolor="#6699FF" valign="BOTTOM"></td>   |                 |  |

#### Comparison of the U.S. Patent No. 6,993,572 and Lycos Prior Art

| Claim<br>No. | Claim Language of U.S. Patent<br>No. 6.993,572 | Relevant Disclosure in Lycos Prior Art  |  |
|--------------|--|---|--|
|              |  | HREF="http://web.archive.org/web/19971211094712/http://point.lycos.com/categories/">  |  |
|              |  | <area <="" coords="57,0, 115,14" shape="rect" td=""/>   |  |
|              |  | HREF="http://web.archive.org/web/19971211094712/http://cityguide.lycos.com/">   |  |
|              |  | <area <="" coords="119,0, 181,14" shape="rect" td=""/>  |  |
|              |  | HREF="http://web.archive.org/web/19971211094712/http://www.lycos.com/peoplefind/"><br><area <="" coords="184,0, 243,14" shape="rect" td=""/>  |  |
|              |  | HREF="http://web.archive.org/web/19971211094712/http://www.stockfind.newsalert.com/"> <area <="" coords="249.0, 307,14" shape="rect" td=""/>  |  |
|              |  | HREF="http://web.archive.org/web/19971211094712/http://www.lycos.com/roadmap.html"><br><area <="" coords="311.0, 386,14" shape="rect" td=""/> |  |
|              |  | HREF="http://web.archive.org/web/19971211094712/http://www.lycos.com/cgi-bin/nph-   |  |
|              |  | bounce?gtehome-button http://yp.gte.net/ypform.phtml QUES SRC=lycos">   |  |
|              |  | <area <="" coords="391,0, 467,14" shape="rect" td=""/>  |  |
|              |  | HREF="http://web.archive.org/web/19971211094712/http://www.lycos.com/ups/bridge.html"><br><area shape="default&lt;/td"/>                      |  |
|              |  | HREF="http://web.archive.org/web/19971211094712/http://www.lycos.com/">   |  |
|              |  | "   |  |
|              |  | Source Code for Header of the New Alert website. [DFNDT0001932-0001943]   |  |
|              |  | "   |  |

|  |  | || |
|  |  | | |
|  |  |  |
|  |  |  |
|  |  | "http://web.archive.org/web/19971211094712/http://www.stockfind.newsalert.com/redirect/dlj"> |
|  |  | SRC="http://web.archive.org/web/19971211094712im\_/http://gif.newsalert.com/gifs/lycos/dlj.gif" WIDTH=92 HEIGHT=55 BORDFR=05 |
|  |  |  |
|  |  | BGCOLOR="#000000"> |
|  |  | |  | | --- | |  | |
|  |  | | |
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Comparison of the U.S. Patent No. 6,993,572 and Lycos Prior Art

- 18 -

| No. | No. 6,993,572 |   |
|-----|---------------|---|
|     |               | Relevant Disclosure in Lycos Prior Art  |
|     |               | ALIPATIAN   |
|     |               | MAP NAME-service>   |
|     |               | <area <="" coords="6,0, 54,14" p="" shape="rect"/> TIREE #14. // 1. 1. // 1. 1007131113124.14 // // // // // // // // // // // // //  |
|     |               | HREF="http://web.archive.org/web/19971211191234/http://point.lycos.com/categories/">  |
|     |               | <area #land="" 1007121110124="" 10071211101244="" 1007121110<="" 10071211110124="" coords="57,0, 115,14" libee="" shape="rect" td=""  =""/>   |
|     |               | HREF="http://web.archive.org/web/19971211191234/http://cityguide.lycos.com/">   |
|     |               | <a "="" 19971211191234="" href="https://www.news.news.news.news.news.news.news.n&lt;/td&gt;&lt;/tr&gt;&lt;tr&gt;&lt;td&gt;&lt;/td&gt;&lt;th&gt;&lt;/th&gt;&lt;td&gt;HREF=" http:="" peoplefind="" web="" web.archive.org="" www.lycos.com=""></a> |
|     |               | <area <="" coords="184,0, 243,14" shape="rect" td=""/>  |
|     |               | HREF="http://web.archive.org/web/19971211191234/http://www.stockfind.newsalert.com/">   |
|     |               | <area <="" coords="249,0, 307,14" shape="rect" td=""/>  |
|     |               | HREF="http://web.archive.org/web/19971211191234/http://www.lycos.com/roadmap.html">   |
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|     |               | HREF="http://web.archive.org/web/19971211191234/  |
|     |               | http://www.lycos.com/cgi-bin/nph-bounce?gtehome-  |
|     |               | button http://yp.gte.net/ypform.phtml_QUES_SRC=lycos">  |
|     |               | <area <="" coords="391,0, 467,14" shape="rect" td=""/>  |
|     |               | HREF="http://web.archive.org/web/19971211191234/http://www.lycos.com/ups/bridge.html">  |
|     |               | <area shape="default&lt;/td"/>  |
|     |               | HREF="http://web.archive.org/web/19971211191234/http://www.lycos.com/index.html">   |
|     |               |   |
|     |               | <a href="http://web.archive.org/web/19971211191234/&lt;/td&gt;&lt;/tr&gt;&lt;tr&gt;&lt;td&gt;&lt;/td&gt;&lt;th&gt;&lt;/th&gt;&lt;td&gt;http://www.lycos.com/assist/maps/service.map"><img< td=""></img<></a>                                      |
|     |               | SRC="http://web.archive.org/web/19971211191234im_/  |
|     |               | http://www.lycos.com/assist/graphics/servicebar.gif* HEIGHT=18 WIDTH=473 alt="Lycos   |
|     |               | Services" BORDER=0 usemap="#service" ISMAP>   |
|     |               |   |
|     |               |   |
|     |               |   |
|     |               | Source Code for Header of the Lycos website. [DFNDT0001944-0001961]   |
|     |               | Navigation for Web Guide  |

| Claim | Claim Language of U.S. Patent | Dit inch it not in  |  |
|-------|-------------------------------|---|--|
| No.   | No. 6,993,572                 | Relevant Disclosure in Lycos Prior Art  |  |
|       |                               | <table border="0" cellpadding="2" cellspacing="0" width="100%"></table>                               |  |
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|       |                               | <td bgcolor="#FFCC33" valign="top"></td>  |  |
|       |                               | <a< td=""></a<>   |  |
|       |                               | HREF="http://web.archive.org/web/19971211191234/http://www.lycos.com/autos/">FONT                     |  |
|       |                               | FACE="helvetica, arial, ms sans serif, sans-serif" COLOR="#000000" SIZE="-                            |  |
|       |                               | 1">B>Autos  |  |
|       |                               | <br>  |  |
|       |                               | <a< td=""></a<>   |  |
|       |                               | HREF="http://web.archive.org/web/19971211191234/http://www.lycos.com/business/">font                  |  |
|       |                               | face="helvetica, arial, ms sans serif, sans-serif" color="#000000"                                    |  |
|       |                               | size="2"> <b>Business</b>   |  |
|       |                               | <br>  |  |
|       |                               | <a< td=""></a<>   |  |
|       |                               | HREF="http://web.archive.org/web/19971211191234/http://www.lycos.com/careers/"> <font< td=""></font<> |  |
|       |                               | face="helvetica, arial, ms sans serif, sans-serif" color="#000000"                                    |  |
|       |                               | size="2"> <b>Careers</b>  |  |
|       |                               | <br>  |  |
|       |                               | <a< td=""></a<>   |  |
|       |                               | HREF="http://web.archive.org/web/19971211191234/http://www.lycos.com/computers/">FONT                 |  |
|       |                               | FACE="Helvetica, Ariel, MS Sans Serif, Sans Serif" color="#000000" SIZE="-                            |  |
|       |                               | 1">B>Computers/FONT>  |  |
|       |                               | <br>  |  |
|       |                               | <a< td=""></a<>   |  |
|       |                               | HREF="http://web.archive.org/web/19971211191234/http://www.lycos.com/education/">FONT                 |  |
|       |                               | FACE="Helvetica, Ariel, MS Sans Serif, Sans Serif" color="#000000" SIZE="-                            |  |
|       |                               | 1">B>Education <b>/FONT&gt;/A&gt;</b>   |  |
|       |                               | <br>  |  |
|       |                               | <a< td=""></a<>   |  |
|       |                               | HREF="http://web.archive.org/web/19971211191234/http://www.lycos.com/entertainment/">FON              |  |
|       |                               | FACE="Helvetica, Ariel, MS Sans Serif, Sans Serif" color="#000000" SIZE="-                            |  |
|       |                               | 1"> <b>Entertainment</b>  |  |

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## Comparison of the U.S. Patent No. 6,993,572 and Lycos Prior Art

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| Claim | Claim Language of U.S. Patent | Relevant Disclosure in Lycos Prior Art  |
|-------|-------------------------------|---|
| No.   | No. 6,993,572                 | FACE="Helvetica, Ariel, MS Sans Serif, Sans Serif" color="#000000" SIZE="-  |
|       |                               | PACE  |
|       |                               | TSSDANUS DSTONTS AS   SRS   |
|       |                               | : <a< td=""></a<>   |
|       |                               | HREF="http://web.archive.org/web/19971211191234/http://www.lycos.com/money/">FONT   |
|       |                               | FACE="Helvetica, Ariel, MS Sans Serif, Sans Serif" color="#000000" SIZE="-  |
|       |                               | PACE   PRIVEURA, AREI, MIS SAIIS SELL COLOI   #000000 SIZE   -     1"> <b>Money   B&gt;   FONT   A&gt;</b>  |
|       |                               | SBR>  |
|       |                               | : <a< td=""></a<>   |
|       |                               | 1   |
|       |                               | HREF="http://web.archive.org/web/19971211191234/http://www.lycos.com/news/">FONT  |
|       |                               | FACE="Helvetica, Ariel, MS Sans Serif, Sans Serif" color="#000000" SIZE="- 1">S>News  |
|       |                               | CBR>  |
|       |                               | : <a< td=""></a<>   |
|       |                               | /   |
|       |                               | HREF="http://web.archive.org/web/19971211191234/http://www.lycos.com/people/"> <font color="#6000000" face="Helvetica, Ariel, MS Sans Serif, Sans Serif" size="-&lt;/td&gt;&lt;/tr&gt;&lt;tr&gt;&lt;td&gt;&lt;/td&gt;&lt;td&gt;&lt;/td&gt;&lt;td&gt;&lt;/td&gt;&lt;/tr&gt;&lt;tr&gt;&lt;td&gt;&lt;/td&gt;&lt;td&gt;&lt;/td&gt;&lt;td&gt;  1">\B&gt;People&lt;\B&gt;&lt;\FONT&gt;&lt;\A&gt;<br/>&lt;\BR&gt;</font> |
|       |                               | : <a< td=""></a<>   |
|       |                               | HREF="http://web.archive.org/web/19971211191234/http://www.lycos.com/realestate/">FONT  |
|       |                               | FACE="Helvetica, Ariel, MS Sans Serif, Sans Serif" color="#000000" SIZE="-1">B>Real   |
|       |                               | Estate B > FONT > A>  |
|       |                               | <rr></rr>   |
|       |                               | <a href="http://web.archive.org/web/19971211191234/&lt;/td&gt;&lt;/tr&gt;&lt;tr&gt;&lt;td&gt;&lt;/td&gt;&lt;td&gt;&lt;/td&gt;&lt;td&gt;http://www.lycos.com/commerce/shopnet/"><font color="#000000" face="Helvetica, Ariel, MS Sans Serif, Sans&lt;/td&gt;&lt;/tr&gt;&lt;tr&gt;&lt;td&gt;&lt;/td&gt;&lt;td&gt;&lt;/td&gt;&lt;td&gt;Serif" size="-1">B&gt;Shopping/FONT&gt;/A&gt;</font></a>                      |
|       |                               | SR>   |
|       |                               | : <a< td=""></a<>   |
|       |                               | HREF="http://web.archive.org/web/19971211191234/http://www.lycos.com/space/">FONT   |
|       |                               | FACE="Helvetica, Ariel, MS Sans Serif, Sans Serif" color="#000000" SIZE="-1">B>Space/Sci-   |
|       |                               | Fi/B×/FONT×/A>  |
|       |                               | <br>  |
|       |                               | ×A  |

#### Comparison of the U.S. Patent No. 6,993,572 and Lycos Prior Art

|              | Comparison of the 0.5. Fatent No. 0,595,572 and Lycos Frior Art |   |  |
|--------------|---|---|--|
| Claim<br>No. | Claim Language of U.S. Patent<br>No. 6,993,572                  | Relevant Disclosure in Lycos Prior Art  |  |
|              |   | <br>  |  |
|              |   | <a< td=""></a<>   |  |
|              |   | HREF="http://web.archive.org/web/19971211191234/http://www.lycos.com/fashion/">FONT                     |  |
|              |   | FACE="Helvetica, Ariel, MS Sans Serif, Sans Serif" color="#000000" SIZE="-                              |  |
|              |   | 1">B>Fashion/FONT>/A>   |  |
|              |   | <br>  |  |
|              |   | <a< td=""></a<>   |  |
|              |   | HREF="http://web.archive.org/web/19971211191234/http://www.lycos.com/games/"> <font< td=""></font<>     |  |
|              |   | FACE="Helvetica, Ariel, MS Sans Serif, Sans Serif" color="#000000" SIZE="-                              |  |
|              |   | 1"> <b>Games</b>  |  |
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|              |   | FACE="Helvetica, Ariel, MS Sans Serif, Sans Serif" color="#000000" SIZE="-                              |  |
|              |   | 1"> <b>Government</b>   |  |
|              |   | <br>  |  |
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|              |   | HREF="http://web.archive.org/web/19971211191234/http://www.lycos.com/health/">FONT                      |  |
|              |   | FACE="Helvetica, Ariel, MS Sans Serif, Sans Serif" color="#000000" SIZE="-                              |  |
|              |   | 1">B>Health/FONT>/A>  |  |
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|              |   | 1"> <b>Home/Garden</b>  |  |
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|              |   | 1">B>Internet   |  |
|              |   | <br>  |  |
|              |   | <a< td=""></a<>   |  |
|              |   | HREF="http://web.archive.org/web/19971211191234/http://www.lycos.com/kids/">FONT                        |  |

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## Comparison of the U.S. Patent No. 6,993,572 and Lycos Prior Art

- 22 -

| Claim | Claim Language of U.S. Patent | B. B. W. B.  |                       |
|-------|-------------------------------|--|-----------------------|
| No.   | No. 6,993,572                 | Relevant Disclosure in Lycos Prior Art   |                       |
|       |                               | HREF="http://web.archive.org/web/19971211191234/http://www.lycos.com/sports/"> <font color="#000000" face="Helvetica, Ariel, MS Sans Serif, Sans Serif" size="- 1"><b>Sports</b>/FONT&gt;/A&gt;  <br/>  <a< td=""></a<></font> |                       |
|       |                               | HREF="http://web.archive.org/web/19971211191234/http://www.lycos.com/techtoys/">FONT<br>FACE="Helvetica, Ariel, MS Sans Serif, Sans Serif" color="#000000" SIZE="-1"> <b>Tech<br/>Toys SB&gt;<br/> <a< td=""></a<></b>         |                       |
|       |                               | HRFI="http://web.archive.org/web/19971211191234/http://www.lycos.com/travel/"> <font color="#0000000" face="Helvetica, Ariel, MS Sans Serif, Sans Serif" size="- 1"><b-travel< b=""></b-travel<></font>                        |                       |
|       |                               |  |                       |
|       |                               |  |                       |
|       |                               | <tr></tr>  |                       |
|       |                               |  |                       |
|       |                               | <td bgcolor="#FFCC33" valign="TOP" width="110"><br/> :<a< td=""></a<></td>   | <br>: <a< td=""></a<> |
|       |                               | HREF="http://web.archive.org/web/19971211191234/http://www.lycos.com/search.html"> <font color="#000000" face="HELVETICA, ARIAL, MS SANS SERIF, SANS-SERIF" size="-1"><b-search< br=""></b-search<></font>                     |                       |
|       |                               |  |                       |
|       |                               | <tr></tr>  |                       |
|       |                               |  |                       |
|       |                               | <td bgcolor="#FFCC33" valign="TOP" width="110"><br/> :<a< td=""></a<></td>   | <br>: <a< td=""></a<> |
|       |                               | HREF="http://web.archive.org/web/19971211191234/http://www.lycos.com/help/"> <font color="#0000000" face="HELVETICA, ARIAL, MS SANS SERIF, SANS-SERIF" size="-1"><b>Help</b></font>  |                       |
|       |                               | \\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\   |                       |

| Claim<br>No. | Claim Language of U.S. Patent<br>No. 6.993.572 | Relevant Disclosure in Lycos Prior Art   |  |
|--------------|--|--|--|
| 2304         | 1101.072234274                                 | √TR>   |  |
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|              |  | VALIGN=TOP>  |  |
|              |  | : <a< td=""></a<>  |  |
|              |  | HREF="http://web.archive.org/web/19971211191234/http://echomail.lycos.com/echomail">>FONT  |  |
|              |  | FACE="HELVETICA, ARIAL, MS SANS SERIF, SANS-SERIF" COLOR="#000000" SIZE="-   |  |
|              |  | 1">B>Feedback  |  |
|              |  |  |  |
|              |  | <td width="2"></td>  |  |
|              |  |  |  |
|              |  |  |  |
|              |  | Source Code for Left side column of the Lycos website. [DFNDT0001944-0001961]  |  |
| 17(c)        | upon receiving an activation of                | See 13(c), supra.  |  |
|              | the link from a visitor computer               |  |  |
|              | to which the web page has been                 | The commerce object is the stock quotes of PC Quote, Inc.  |  |
|              | served, sewing to the visitor                  | "StockFind Free Quotes"  |  |
|              | computer from the second                       | Lycos website, December 11, 1997 version (emphasis and link removed)(hyperlink to http://  |  |
|              | website a composite web page                   | www.stockfind.newsalert.com). [DFNDT0001928-0001929]   |  |
|              | having a look and feel                         | "DJIA 7978.79  |  |
|              | corresponding to the stored look               | NYSE 507.70  |  |
|              | and feel description of the first              | NASDAQ 1596.61   |  |
|              | website and having content based               | Russell 2000 432.81<br>S&P 500 969 25/32   |  |
|              | on the commerce object                         | AMEX MMI 836.57"   |  |
|              | associated with the link.                      | News Alert website, December 11, 1997 version (emphasis removed). [DFNDT0001930-0001931]   |  |
|              |  | "Delayed quotes powered by PC Quotes, Inc."  |  |
|              |  | News Alert website, December 11, 1997 version (emphasis removed). [DFNDT0001930-0001931]   |  |
|              |  | Trens Asert weeste, December 11, 1777 version (chiphasis temoved). [DF/ND10001930-0001931]   |  |
|              |  | The look and feel of the Lycos website was the same as the look and feel of the News Alert website.  |  |
|              |  | Specifically, both websites used a Lycos logo in the upper left corner. Each site included a similar navigation bar on the left side. The left side navigation bar on both websites had a black backgroun with separate yellow boxes for each category of inks. Unused text links were shown in black underlined text inside of the vellow boxes. The first link on each left side navigation bar is a link to |  |

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## Comparison of the U.S. Patent No. 6,993,572 and Lycos Prior Art

- 25 -

| Claim | Claim Language of U.S. Patent | Relevant Disclosure in Lycos Prior Art  |  |
|-------|-------------------------------|---|--|
| No.   | No. 6,993,572                 |   |  |
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|       |                               | HREF="http://web.archive.org/web/19971211094712/http://point.lycos.com/categories/">  |  |
|       |                               | <pre><area <="" coords="57,0, 115,14" pre="" shape="rect"/></pre>   |  |
|       |                               | HREF="http://web.archive.org/web/19971211094712/http://cityguide.lycos.com/">   |  |
|       |                               | <area <="" coords="119,0, 181,14" p="" shape="rect"/> AREA SHAPE=rect COORDS="119,0, 181,14"  |  |
|       |                               | HREF="http://web.archive.org/web/19971211094712/http://www.lycos.com/peoplefind/">  |  |
|       |                               | <area <="" coords="184,0, 243,14" p="" shape="rect"/> LINET THE COORDS="184,0, 243,14"  |  |
|       |                               | HREF="http://web.archive.org/web/19971211094712/http://www.stockfind.newsalert.com/">   |  |
|       |                               | <area <="" coords="249,0, 307,14" p="" shape="rect"/> HREF="http://web.archive.org/web/19971211094712/http://www.lycos.com/roadmap.html"> |  |
|       |                               | AREA SHAPE=rect COORDS="311,0, 386,14"  |  |
|       |                               | HREF="http://web.archive.org/web/19971211094712/http://www.lvcos.com/cgi-bin/nph-   |  |
|       |                               | bounce?gtehome-button http://yp.gte.net/ypform.phtml QUES SRC=lycos">   |  |
|       |                               | AREA SHAPE=rect COORDS= "391,0, 467,14"   |  |
|       |                               | HREF="http://web.archive.org/web/19971211094712/http://www.lycos.com/ups/bridge.html">  |  |
|       |                               | <area p="" shape-default<=""/>  |  |
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|       |                               | /MAP>"  |  |
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|       |                               | <td bgcolor="#000000" valign="TOP" width="125"></td>  |  |
|       |                               |   |  |
|       |                               | <a href="&lt;/td"></a>  |  |
|       |                               | "http://web.archive.org/web/19971211094712/http://www.stockfind.newsalert.com/redirect/dlj">  |  |
|       |                               | ≺IMG  |  |
|       |                               | SRC="http://web.archive.org/web/19971211094712im_/http://gif.newsalert.com/gifs/lycos/dlj.gif"  |  |
|       |                               | WIDTH=92 HEIGHT=55 BORDER=0>  |  |
|       |                               | <table border="0" cellpadding="0" cellspacing="5" valign="TOP&lt;/td" width="125"></table>  |  |
|       |                               | BGCOLOR="#000000">  |  |

## Comparison of the U.S. Patent No. 6,993,572 and Lycos Prior Art

| Claim<br>No. | Claim Language of U.S. Patent<br>No. 6,993,572 | Relevant Disclosure in Lycos Prior Art  |
|--------------|--|---|
|              |  | "Lycos Home." Both left side navigation bars include links to "Search," "Help," and "Feedback."   |
|              |  | Both the Lycos website and the Newsalert website used a similar page format. The text in the main section of the website was the same size with a black color on a white background. Most unused text links were shown in blue underlined text. Additionally, both websites included a search box that had blue background with a white box where the user typed the search terms.  |
|              |  | Both the Lycos website and the Newsalert website used a similar color scheme. Both websites had left side navigation bar with a black background, yellow boxes, and black text. Both website had a header with a light blue background with yellow boxes with black text. The background of the main part of the page was white with mostly black and blue text. Both websites included a search box with a light blue background. The footers of each page include a white background with black and blue text.                        |
|              |  | Additionally, both web pages had headers with a similar look and feel. Both headers had a Lycos logo in the top left corner. On the right side of the Lycos logo, both headers had a rectangular light blue box with seven smaller yellow boxes inside rectangular light blue box. The text inside of the smaller yellow boxes and the links of the yellow were the same in the Lycos website and the Newsalert website.  |
|              |  | Both the Lycos website and the Newsalert website include similar footers. Both footers included the text "Copyright© 1997 Lycos, Inc. All Rights Reserved. Lycos® is a registered trademark of Camegie Mellon University Questions & Comments Terms and conditions." The text in both foot is the same black font and all unused links are shown in the same light blue font. The phrases "Copyright," "Questions & Comments" and "Terms and conditions" on both website were in the same light blue font and included identical links. |
|              |  | Ccovinght® 1997 Lycos.lnc.  All Rights Reserved. Lycos® is a registered trademark of Camegie Mellon University Questions & Comments Terms and conditions  |
|              |  | Lycos website, December 11, 1997 version. [DFNDT0001930-000191931, DFNDT0001944-0001961]  |
|              |  | Copyrigitie 1997 Lycos Inc. All Rights Reserved. Lycos is a registered trademark of Camegie Mellon University Questions & Comments Terms and conditions News Alert website, December 11, 1997 version. [DFNDT0001928-0001943]   |

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## Comparison of the U.S. Patent No. 6,993,572 and Lycos Prior Art

- 26 -

| Claim | Claim Language of U.S. Patent | Relevant Disclosure in Lycos Prior Art  |  |   |                 |
|-------|-------------------------------|---|--|---|-----------------|
| No.   | No. 6,993,572                 | Relevant Discussive in Lycos Frior Art  |  |   |                 |
|       |                               | <tr valign="TOP"> <td rowspan="5" width="10"> </td></tr>  |  |   |                 |
|       |                               |   |  |   |                 |
|       |                               |   |  | <td bgcolor="#FFCC33" valign="TOP" width="113"> <a< td=""></a<></td>                          | <a< td=""></a<> |
|       |                               |   |  | HREF="http://web.archive.org/web/19971211094712/http://www.lycos.com/"> <font< td=""></font<> |                 |
|       |                               |   |  | FACE="ARIAL,HELVETICA,MS SANS SERIF,SANS-SERIF"   |                 |
|       |                               |   | COLOR="#000000" SIZE="-1"> <b>Lycos Home</b> |   |                 |
|       |                               | <tr></tr>   |  |   |                 |
|       |                               |   |  |   |                 |
|       |                               | <td bgcolor="#FFCC33" valign="TOP" width="113"> <a< td=""></a<></td>  | <a< td=""></a<>                              |   |                 |
|       |                               | HREF="http://web.archive.org/web/19971211094712/  |  |   |                 |
|       |                               | http://www.lycos.com/webguides/webguides.html"> <font color="#000000" face="ARIAL,HELVETICA,MS SANS SERIF,SANS-SERIF" size="-1">&lt;-B&gt;</font> |  |   |                 |
|       |                               | Web Guides  |  |   |                 |
|       |                               | <tr></tr>   |  |   |                 |
|       |                               |   |  |   |                 |
|       |                               | <td bgcolor="#FFCC33" valign="TOP" width="113"> :<a< td=""></a<></td>   | : <a< td=""></a<>                            |   |                 |
|       |                               | HREF="http://web.archive.org/web/19971211094712/http://www.lycos.com/search.html">FONT  |  |   |                 |
|       |                               | FACE="ARIAL_HELVETICA_MS SANS SERIF,SANS-SERIF" COLOR="#000000" SIZE="-   |  |   |                 |
|       |                               | 1">B>Search B>/FONT>/A>/TD>/TR>   |  |   |                 |
|       |                               | <tr></tr>   |  |   |                 |
|       |                               |   |  |   |                 |
|       |                               | <td bgcolor="#FFCC33" valign="TOP" width="113"> <a< td=""></a<></td>  | <a< td=""></a<>                              |   |                 |
|       |                               | HREF="http://web.archive.org/web/19971211094712/http://www.lycos.com/help/"> <font< td=""></font<>  |  |   |                 |
|       |                               | FACE="ARIAL,HELVETICA,MS SANS SERIF,SANS-SERIF" COLOR="#000000" SIZE="-   |  |   |                 |
|       |                               | 1"> <b>Help</b>   |  |   |                 |
|       |                               | <tr></tr>   |  |   |                 |
|       |                               |   |  |   |                 |
|       |                               | <td bgcolor="#FFCC33" valign="TOP" width="113"> <a< td=""></a<></td>  | <a< td=""></a<>                              |   |                 |
|       |                               | HREF="http://web.archive.org/web/19971211094712/http://echomail.lycos.com/echomail">  |  |   |                 |
|       |                               | <font <="" color="#000000" face="ARIAL,HELVETICA,MS SANS SERIF,SANS-SERIF" td=""></font>  |  |   |                 |
|       |                               | SIZE="-1">B>Feedback <b>/FONT&gt;/A&gt;//TD&gt;</b>   |  |   |                 |
|       |                               | <td bgcolor="#000000" rowspan="5" valign="TOP" width="2"> </td>   |  |   |                 |
|       |                               |   |  |   |                 |
|       |                               |   |  |   |                 |

|  |  |  |
|  |  | | |
|  |  | " |
|  |  | Source Code for Left side column of the New Alert website. [DFNDT0001932-0001943] |

| Claim | Claim Language of U.S. Patent | Relevant Disclosure in Lycos Prior Art   |  |
|-------|-------------------------------|--|--|
| No.   | No. 6,993,572                 | Relevant indendule in Lycus Frum Afr   |  |
|       |                               | " <td bgcolor="#6699FF" valign="BOTTOM"></td>  |  |
|       |                               | VID DOCOLOR—#007511 VALION—BOTTOMP   |  |
|       |                               | <map name="service"></map>   |  |
|       |                               | <area <="" coords="6,0, 54,14" shape="rect" td=""/>  |  |
|       |                               | HREF="http://web.archive.org/web/19971211191234/http://point.lycos.com/categories/">   |  |
|       |                               | <are <="" coords="57,0, 115,14" shape="rect" td=""></are>  |  |
|       |                               | HREF="http://web.archive.org/web/19971211191234/http://cityguide.lycos.com/">  |  |
|       |                               | <area <="" coords="119,0, 181,14" shape="rect" td=""/>   |  |
|       |                               | HREF="http://web.archive.org/web/19971211191234/http://www.lycos.com/peoplefind/">   |  |
|       |                               | <area <="" coords="184,0, 243,14" shape="rect" td=""/>   |  |
|       |                               | HREF="http://web.archive.org/web/19971211191234/http://www.stockfind.newsalert.com/">  |  |
|       |                               | <area <="" coords="249,0, 307,14" shape="rect" td=""/>   |  |
|       |                               | HREF="http://web.archive.org/web/19971211191234/http://www.lycos.com/roadmap.html">  |  |
|       |                               | <area <="" coords="311,0, 386,14" p="" shape="reet"/> HREF="http://web.archive.org/web/19971211191234/   |  |
|       |                               |  |  |
|       |                               | http://www.lycos.com/cgi-bin/nph-bounce?gtehome-   |  |
|       |                               | button http://yp.gte.net/ypform.phtml_QUES_SRC=lycos">   |  |
|       |                               | <are <="" coords="391,0,467,14" shape="rect" td=""></are>  |  |
|       |                               | HREF="http://web.archive.org/web/19971211191234/http://www.lycos.com/ups/bridge.html">   |  |
|       |                               | <area shape="default&lt;/td"/>   |  |
|       |                               | HREF="http://web.archive.org/web/19971211191234/http://www.lycos.com/index.html">  |  |
|       |                               |  |  |
|       |                               | <a href="http://web.archive.org/web/19971211191234/&lt;/td&gt;&lt;/tr&gt;&lt;tr&gt;&lt;td&gt;&lt;/td&gt;&lt;td&gt;&lt;/td&gt;&lt;td&gt;http://www.lycos.com/assist/maps/service.map"><img< td=""></img<></a> |  |
|       |                               | SRC="http://web.archive.org/web/19971211191234im_/   |  |
|       |                               | http://www.lycos.com/assist/graphics/servicebar.gif" HEIGHT=18 WIDTH=473 alt="Lycos  |  |
|       |                               | Services" BORDER=0 usemap="#service" ISMAP>  |  |
|       |                               | <br>   |  |
|       |                               | √1IR>"   |  |
|       |                               | Source Code for Header of the Lycos website. [DFNDT0001944-0001961]  |  |
|       |                               | Source Code for fredder of the Lycos website. [DF10D10001944-0001901]  |  |

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## Comparison of the U.S. Patent No. 6,993,572 and Lycos Prior Art

- 29 -

| Claim | Claim Language of U.S. Patent | Relevant Disclosure in Lycos Prior Art  |
|-------|-------------------------------|---|
| No.   | No. 6,993,572                 |   |
|       |                               | FACE="Helvetica, Ariel, MS Sans Serif, Sans Serif" color="#000000" SIZE="-  1"> SEntertainments/B>  |
|       |                               | CRR>  |
|       |                               | <a< td=""></a<>   |
|       |                               | ,   |
|       |                               | HREF="http://web.archive.org/web/19971211191234/http://www.lycos.com/fashion/">FONT   |
|       |                               | FACE="Helvetica, Ariel, MS Sans Serif, Sans Serif" color="#000000" SIZE="-  1">SFashion/FONT>/A>  |
|       |                               |   |
|       |                               | <br>  |
|       |                               | A     HDFF #144 (foot a bit of the property of th |
|       |                               | HREF="http://web.archive.org/web/19971211191234/http://www.lycos.com/games/">FONT   |
|       |                               | FACE="Helvetica, Ariel, MS Sans Serif, Sans Serif" color="#000000" SIZE="-  |
|       |                               | 1"> <b>Games</b>  |
|       |                               | <br>  |
|       |                               | <a< td=""></a<>   |
|       |                               | HREF="http://web.archive.org/web/19971211191234/http://www.lycos.com/government/">FONT  |
|       |                               | FACE="Helvetica, Ariel, MS Sans Serif, Sans Serif" color="#000000" SIZE="-  |
|       |                               | 1"> <b>Government</b>   |
|       |                               | <br>  |
|       |                               | <a< td=""></a<>   |
|       |                               | HREF="http://web.archive.org/web/19971211191234/http://www.lycos.com/health/">FONT  |
|       |                               | FACE="Helvetica, Ariel, MS Sans Serif, Sans Serif" color="#000000" SIZE="-  |
|       |                               | 1"> <b>Health</b>   |
|       |                               | <br>  |
|       |                               | <a< td=""></a<>   |
|       |                               | HREF="http://web.archive.org/web/19971211191234/http://www.lycos.com/homegarden">FONT   |
|       |                               | FACE="Helvetica, Ariel, MS Sans Serif, Sans Serif" color="#000000" SIZE="-  |
|       |                               | 1">B>Home/Garden  |
|       |                               | <br>  |
|       |                               | <a< td=""></a<>   |
|       |                               | HREF="http://web.archive.org/web/19971211191234/http://www.lycos.com/internet/">FONT  |
|       |                               | FACE="Helvetica, Ariel, MS Sans Serif, Sans Serif" color="#000000" SIZE="-  |
|       |                               | 1">B>Internet/FONT>/A>  |
|       |                               | <br>  |

### Comparison of the U.S. Patent No. 6,993,572 and Lycos Prior Art

|       | Comparison of the U.S. Patent No. 6,993,572 and Lycos Prior Art |   |  |
|-------|---|---|--|
| Claim | Claim Language of U.S. Patent                                   | Relevant Disclosure in Lycos Prior Art  |  |
| No.   | No. 6,993,572   | ACLEVABLE DISEBBOILE IN LIVES 11101 ALT   |  |
|       |   | Navigation for Web Guide  |  |
|       |   | <table border="0" cellpadding="2" cellspacing="0" width="100%"></table>                                 |  |
|       |   | <tr></tr>   |  |
|       |   |   |  |
|       |   | <td bgcolor="#FFCC33" valign="top"></td>  |  |
|       |   | <a< th=""></a<>   |  |
|       |   | HREF="http://web.archive.org/web/19971211191234/http://www.lycos.com/autos/">FONT                       |  |
|       |   | FACE="helvetica, arial, ms sans serif, sans-serif" COLOR="#000000" SIZE="- 1">B>Autos                   |  |
|       |   | (BR)  |  |
|       |   | : <a< th=""></a<>   |  |
|       |   | HREF="http://web.archive.org/web/19971211191234/http://www.lycos.com/business/">>font                   |  |
|       |   | face="helvetica, arial, ms sans serif, sans-serif" color="#000000"                                      |  |
|       |   | size="2"> <b>Business<b></b></b>  |  |
|       |   | <br>  |  |
|       |   | <a< th=""></a<>   |  |
|       |   | HREF="http://web.archive.org/web/19971211191234/http://www.lycos.com/careers/"> <font< th=""></font<>   |  |
|       |   | face="helvetica, arial, ms sans serif, sans-serif" color="#000000"                                      |  |
|       |   | size="2"> <b>Careers</b> /font>/A>  |  |
|       |   | <br>  |  |
|       |   | <a< th=""></a<>   |  |
|       |   | HREF="http://web.archive.org/web/19971211191234/http://www.lycos.com/computers/"> <font< th=""></font<> |  |
|       |   | FACE="Helvetica, Ariel, MS Sans Serif, Sans Serif" color="#000000" SIZE="-                              |  |
|       |   | 1"> <b>Computers</b>  |  |
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|       |   | <a< th=""></a<>   |  |
|       |   | HREF="http://web.archive.org/web/19971211191234/http://www.lycos.com/education/">FONT                   |  |
|       |   | FACE="Helvetica, Ariel, MS Sans Serif, Sans Serif" color="#000000" SIZE="-                              |  |
|       |   | 1"> <b>Education</b>  |  |
|       |   | <br>  |  |
|       |   | <a< th=""></a<>   |  |
|       |   | HREF="http://web.archive.org/web/19971211191234/http://www.lycos.com/entertainment/">FONT               |  |

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## Comparison of the U.S. Patent No. 6,993,572 and Lycos Prior Art

- 30 -

| Claim | Claim Language of U.S. Patent | Relevant Disclosure in Lycos Prior Art  |
|-------|-------------------------------|---|
| No.   | No. 6,993,572                 | Relevant Discussive in Lycos (11to). Art  |
|       |                               | <a< td=""></a<>   |
|       |                               | HREF="http://web.archive.org/web/19971211191234/http://www.lycos.com/kids/">FONT  |
|       |                               | FACE="Helvetica, Ariel, MS Sans Serif, Sans Serif" color="#000000" SIZE="-  |
|       |                               | 1"> <b>Kids</b>   |
|       |                               | <br>  |
|       |                               | <a< td=""></a<>   |
|       |                               | HREF="http://web.archive.org/web/19971211191234/http://www.lycos.com/money/"> <font< td=""></font<>   |
|       |                               | FACE="Helvetica, Ariel, MS Sans Serif, Sans Serif" color="#000000" SIZE="-  |
|       |                               | 1"> <b>Money</b>  |
|       |                               | <br>  |
|       |                               | <a< td=""></a<>   |
|       |                               | HREF="http://web.archive.org/web/19971211191234/http://www.lycos.com/news/"> <font< td=""></font<>  |
|       |                               | FACE="Helvetica, Ariel, MS Sans Serif, Sans Serif" color="#000000" SIZE="-  |
|       |                               | 1">B>News <rr></rr>   |
|       |                               | 24  |
|       |                               | <a href="http://web.archive.org/web/19971211191234/http://www.lycos.com/people/">FONT</a>   |
|       |                               | FACE="Helvetica, Ariel, MS Sans Serif" color="#000000" SIZE="-  |
|       |                               | 1">B>People (B>/A>  |
|       |                               | <br>  |
|       |                               | : <a< td=""></a<>   |
|       |                               | HREF="http://web.archive.org/web/19971211191234/http://www.lycos.com/realestate/">FONT  |
|       |                               | FACE="Helvetica, Ariel, MS Sans Serif, Sans Serif" color="#000000" SIZE="-1"> <b>Real</b>   |
|       |                               | Estate/FONT>/A>   |
|       |                               | <br>  |
|       |                               | <a href="http://web.archive.org/web/19971211191234/&lt;/td&gt;&lt;/tr&gt;&lt;tr&gt;&lt;td&gt;&lt;/td&gt;&lt;th&gt;&lt;/th&gt;&lt;td&gt;http://www.lycos.com/commerce/shopnet/">FONT FACE="Helvetica, Ariel, MS Sans Serif, Sans</a> |
|       |                               | Serif" color="#000000" SIZE="-1">B>Shopping/FONT>/A>  |
|       |                               | <br>  |
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|       |                               | HREF="http://web.archive.org/web/19971211191234/http://www.lycos.com/space/"> <font< td=""></font<>   |
|       |                               | FACE="Helvetica, Ariel, MS Sans Serif, Sans Serif" color="#000000" SIZE="-1"> <b>Space/Sci-</b>   |
|       |                               | Fi  |

| Claim | Claim Language of U.S. Patent | Relevant Disclosure in Lycos Prior Art   |  |
|-------|-------------------------------|--|--|
| No.   | No. 6,993,572                 | KCICYAHI DISCUSUTE III LYCOS FEIDI AFI   |  |
|       |                               | <br>   |  |
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|       |                               | HREF="http://web.archive.org/web/19971211191234/http://www.lycos.com/sports/">FONT                     |  |
|       |                               | FACE="Helvetica, Ariel, MS Sans Serif, Sans Serif" color="#000000" SIZE="-                             |  |
|       |                               | 1"> <b>Sports</b>  |  |
|       |                               | <br>   |  |
|       |                               | <a< td=""></a<>  |  |
|       |                               | HREF="http://web.archive.org/web/19971211191234/http://www.lycos.com/techtoys/"> <font< td=""></font<> |  |
|       |                               | FACE="Helvetica, Ariel, MS Sans Serif, Sans Serif" color="#0000000" SIZE="-1"> B>Tech                  |  |
|       |                               | Toys   |  |
|       |                               | <br>   |  |
|       |                               | <a< td=""></a<>  |  |
|       |                               | HREF="http://web.archive.org/web/19971211191234/http://www.lycos.com/travel/">FONT                     |  |
|       |                               | FACE="Helvetica, Ariel, MS Sans Serif, Sans Serif" color="#000000" SIZE="-                             |  |
|       |                               | 1">B>Travel/FONT>/A>   |  |
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|       |                               | √TR>   |  |
|       |                               | <tr></tr>  |  |
|       |                               |  |  |
|       |                               | <td bgcolor="#FFCC33" valign="TOP" width="110"></td>   |  |
|       |                               | <a< td=""></a<>  |  |
|       |                               | HREF="http://web.archive.org/web/19971211191234/http://www.lycos.com/search.html">FONT                 |  |
|       |                               | FACE="HELVETICA, ARIAL, MS SANS SERIF, SANS-SERIF" COLOR="#000000" SIZE="-                             |  |
|       |                               | 1">B>Search <b>/FONT&gt;A&gt;</b>  |  |
|       |                               |  |  |
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|       |                               |  |  |
|       |                               | <td bgcolor="#FFCC33" valign="TOP" width="110"></td>   |  |
|       |                               | <a< td=""></a<>  |  |
|       |                               | HREF="http://web.archive.org/web/19971211191234/http://www.lycos.com/help/">FONT                       |  |
|       |                               | FACE="HELVETICA, ARIAL, MS SANS SERIF, SANS-SERIF" COLOR="#000000" SIZE="-                             |  |

## Comparison of the U.S. Patent No. 6,993,572 and Lycos Prior Art

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| Claim<br>No. | Claim Language of U.S. Patent<br>No. 6.993.572  | Relevant Disclosure in Lycos Prior Art  |
|--------------|---|---|
| 130A         |   |   |
| 21           | The process of claim 17 wherein the look and feel description comprises data defining:  | As far as the scope of the claimed "look and feel" can be determined, the look and feel of the Lycos website was the same as the look and feel of the News Alert website.   |
| 21(a)        | a logo associated with and<br>displayed on at least some of the<br>web pages of the first website;  | The Lycos website and the News Alert website used a Lycos logo in the upper left corner.  News Alert website, December 11, 1997 version. [DFNDT0001928-0001943]  Lycos website, December 11, 1997 version. [DFNDT0001930-000191931, DFNDT0001944-0001961]   |
| 21(b)        | a color scheme used on at least<br>some of the web pages of the first<br>website;   | Both the Lycos website and the Newsalert website used a similar color scheme. Both websites had left side navigation bar with a black background, yellow boxes, and black text. Both website had a header with a light blue background with yellow boxes with black text. The background of the main part of the page was white with mostly black and blue text. Both websites included a search box with a light blue background. The footers of each page include a white background with black and blue text.  News Alert website, December 11, 1997 version. [DFNDT0001928-0001943]  Lycos website, December 11, 1997 version. [DFNDT0001930-000191931, DFNDT0001944-0001961] |
| 21(c)        | a page layout used on at least<br>some of the web pages of the first<br>website; and  | Both the Lycos website and the Newsalert website used a similar page format. The text in the main section of the website was the same size with a black color on a white background. Most unused text links were shown in blue underlined text. Additionally, both websites included a search box that had a blue background with a white box where the user typed the search terms.  |
|              |   | News Alert website, December 11, 1997 version. [DFNDT0001928-0001943] Lycos website, December 11, 1997 version. [DFNDT0001930-000191931, DFNDT0001944-0001961]  |
| 21(d)        | navigational links, used on at<br>least some of the web pages of<br>the first website, each of which<br>links link to specific web pages of | Specifically, both websites used a Lycos logo in the upper left corner. Each site included a similar navigation bar on the left side. The left side navigation bar on both websites had a black background with the left side and the left side and the left side have shown in black underlined text inside of the vellow boxes. The first link on each left side navigation bar is a link to "Lycos Home." Both left side navigation bar is a link to "Lycos Home." Both left side navigation bar is considered links to "Search," "Help," and "Feedback."  |
|              | the first website.  | Both the Lycos website and the Newsalert website used a similar page format. The text in the main section of the website was the same size with a black color on a while background. Most unused text   |

### Comparison of the U.S. Patent No. 6,993,572 and Lycos Prior Art

| Claim | Claim Language of U.S. Patent  | Relevant Disclosure in Lycos Prior Art   |  |
|-------|--|--|--|
| No.   | No. 6,993,572  |  |  |
|       |  | 1"> <b>Help</b>  |  |
|       |  |  |  |
|       |  |  |  |
|       |  | <∏>  |  |
|       |  | <td <="" bgcolor="#FFCC33" p="" valign="TOP" width="110"></td>   |  |
|       |  | VALIGN=TOP>  |  |
|       |  | <a< td=""></a<>  |  |
|       |  | HREF="http://web.archive.org/web/19971211191234/http://echomail.lycos.com/echomail.">FONT FACE="HELVETICA, ARIAL, MS SANS SERIF, SANS-SERIF" COLOR="#000000" SIZE="- 1">R>Feedback/FONT>/A>  |  |
|       |  |  |  |
|       |  | <td width="2"></td>  |  |
|       |  |  |  |
|       |  |  |  |
|       |  | Source Code for Left side column of the Lycos website. [DFNDT0001944-0001961]  |  |
| 20    |  | The Lycos website was the same as the look and feel of the News Alert website.   |  |
| 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 left side navigation bar on both websites had a black background with separate yellow boxes for each category of links. Unused text links were shown in back underlined text inside of the yellow boxes. The first link on each left side navigation bar is a link to "Lycos Home." Both left side navigation bars include links to "Search," "Help," and "Feedback."  |  |
|       |  | On the right side of the Lycos logo, both headers had a rectangular light blue box with seven smaller yellow boxes inside rectangular light blue box. The text inside of the smaller yellow boxes and the links of the yellow were the same in the Lycos website and the Newsalert website.  |  |
|       |  | Both the Lycos website and the Newsolert website include similar footers. Both footers included the text "Copyright© 1997 Lycos,Inc. All Rights Reserved, Lycos® 1s a registered trademark of Camegie Mellon University Questions & Comments Terms and conditions." The phrases "Copyright," "Questions & Comments" and "Terms and conditions" on both website were in the same light blue font and included identical links to the Lycos website. |  |
|       |  | News Alert website, December 11, 1997 version. [DFNDT0001928-0001943] Lycos website, December 11, 1997 version. [DFNDT0001930-000191931, DFNDT0001944-0001961]   |  |

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## Comparison of the U.S. Patent No. 6,993,572 and Lycos Prior Art

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| Claim<br>No.  | Claim Language of U.S. Patent<br>No. 6,993,572   | Relevant Disclosure in Lycos Prior Art   |
|---|--|--|
|   | 7100 Bg / 240.18   | links were shown in blue underlined text. Additionally, both websites included a search box that had a blue background with a white box where the user typed the search terms.   |
|   |  | Both the Lycos website and the Newsalert website used a similar color scheme. Both websites had left side navigation bar with a black background, yellow boxes, and black text. Both website had a header with a light blue background with yellow boxes with black text. The background of the main part of the page was white with mostly black and blue text. Both websites included a search box with a light blue background. The footers of each page include a white background with black and blue text.                               |
|   |  | Additionally, both web pages had headers with a similar look and feel. Both headers had a Lycos logo in the top left corner. On the right side of the Lycos logo, both headers had a rectangular light blue box with seven smaller yellow boxes inside rectangular light blue box. The text inside of the smaller yellow boxes and the links of the yellow were the same in the Lycos website and the Newsalert website.   |
| the text "Copyright© 1997 Lycos,Inc. All Rights Reserved. Lycos@<br>Carnegie Mellon University Questions & Comments Terms and con<br>is the same black font and all unused links are shown in the same li |  | Both the Lycos website and the Newsalert website include similar footers. Both footers included the the text "Copyrighto 1997 Lycos, Inc. All Rights Reserved, Lycos® is a registered trademark of Carnegie Melion University Questions & Comments Terms and conditions." The text in both footer is the same black font and all unused links are shown in the same light blue font. The phrases "Copyright," "Questions & Comments" and "Terms and conditions" on both website were in the same light blue font and included identical links. |
|   |  | News Alert website, December 11, 1997 version. [DFNDT0001928-0001943] Lycos website, December 11, 1997 version. [DFNDT0001930-000191931, DFNDT0001944-0001961]   |
| 23  | The process of claim 17 wherein<br>the commerce object is a set of<br>product categories and further<br>comprising accepting search            | The commerce object is the stock quotes of PC Quote, Inc.  "StockFind Free Quotes"  Lycos website, December 11, 1997 version (emphasis and link removed)(hyperlink to http://www.stockfind.newsalert.com). [DFNDT0001928-0001929]  |
|   | parameters through the composite<br>web page and using said<br>parameters to search for specific<br>products within the product<br>categories. | "DIIA 7978.79 NYSE 507.70 NASDAQ 1596.61 Russell 2000 432.81 S&R 500 969 25/32 AMEX MMI 836.57" News Alert website, December 11, 1997 version (emphasis removed). [DFNDT0001930-0001931]   |

| Claim<br>No. | Claim Language of U.S. Patent<br>No. 6,993,572 | Relevant Disclosure in Lycos Prior Art  |
|--------------|--|---|
|              |  | "Delayed quotes powered by PC Quotes, Inc."   |
|              |  | News Alert website, December 11, 1997 version (emphasis removed). [DFNDT0001930-0001931]          |
|              |  | The News Alert website provided a search box that allowed a user to search of quotes for specific |
|              |  | companies by the company's stock symbol or company name.  |
|              |  | Cotte self-ava  |
|              |  | News Alert website. December 11, 1997 version. IDFNDT0001930-00019311                             |

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## Comparison of the U.S. Patent No. 6,993,572 and Net.Commerce for OS/390 Prior Art

| Claim<br>No. | Claim Language of U.S. Patent No. 6,993,572   | Relevant Disclosure in Net.Commerce for OS:390 ("Net.Commerce book")   |
|--------------|---|--|
|              |   | different products and services for each aspect/sector of electronic commerce, but there is one that can fit all of them, namely, Net.Commerce.  Net.Commerce is easy-to-use software that allows you to have online stores with dynamic pages. It works with the highest standards of Internet security including the Secure Socket Layer (SSL) and Secure Electronic Transaction (SET) protocols, and works with DB2 in order to integrate existing systems. It is both flexible and scalable. It can be used for business-to-business transactions, as well as for direct consumer sales, in both cases providing state of the art transaction security.  |
|              |   | Net.Commerce allows you to be part of the electronic business world, from store setup or mall home page, and to secure transactions with the newest methods and techniques of security on the Internet. You can access gateways that work with companies internal systems, or gateways that work directly with financial institutions for payment methods." Pg. 2.   |
| 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 host website can be the home page of the store and e commerce supported page can be the categories page (i.e., the selected commerce object is the product categories). In different example, the categories page can be the host website and the e commerce supported page can be the subcategories page (i.e., the selected commerce object is the product subcategories). In a third example, the subcategories page can be the host website and the e commerce supported page can be the product page (i.e., the selected commerce object is the product). In still another embodiment, the host website can be the host's non-store website and the e-commerce supported page can be the categories page (i.e., the selected commerce object is the product categories), the subcategories page (i.e., the selected commerce object is the product subcategories), or the product page (i.e., the selected commerce object is the product). |
|              |   | "2.4.8 Default Shopping Trip The shopping trip that is provided by Net Commerce in the demonstration shopping mall is outlined in Figure 8. Depending on the store you are building, you may have to modify it." Pg. 24.   |

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#### Comparison of the U.S. Patent No. 6,993,572 and Net.Commerce for OS/390 Prior Art1-2

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 Net.Commerce for OS/390 anticipates and/or renders obvious, alone or in combination with other prior art identified in Defendants' Amended Invalidity Contentions, the asserted claims as described in part below.

| Claim<br>No. | Claim Language of U.S. Patent No. 6,993,572  | Relevant Disclosure in Net.Commerce for OS/390 ("Net.Commerce book")   |
|--------------|--|--|
| 13           | An e commerce outsourcing system comprising: | "Electronic commerce is one of the answers. One benefit that we can get from the<br>Internet is to make it a primary profit source by creating a marketplace where<br>companies will want to invest. The time has come to turn the Internet into a major<br>business center for your company.  |
|              |  | In this book we cover Net. Commerce, a product that finally makes it possible to engage millions of users, anytime, anywhere in the age-old process of buying and selling goods, thus making the Internet trnly the world's biggest marketplace." Pg. 1.   |
|              |  | "Companies that sell products or services to wholesalers and manufacturers need strong customer relationships, which often means secure communications as well as secure transactions. After all, there is no need to let the competition know what you and your partners are up to.   |
|              |  | On the other hand, companies selling directly to consumers may be more concerned with a Web presence that is more open and inviting, thus making customers feel as though they are receiving more personal attention. Some companies will achieve this by duplicating the shopping experience that consumers are already familiar with, for example, by creating an online virtual mall. Yet, although the virtual mall must be openly accessible to all, the customer must ultimately have enough confidence in the retailer to engage in electronic commerce. This paradox of accessibility and security must be overcome if the Internet is to realize its full business potential. IBM has |

<sup>&</sup>lt;sup>1</sup> Unless noted, all citations in this chart are to Net.Commerce for OS/390 by Rich Conway, Simon Armiger, Nils Bergquist, Kevin Curley, and Jarmo Lepinen, published by International Business Machines Corporation ("IBM") in July 1998. [DFNT0001082-0001301]

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## Comparison of the U.S. Patent No. 6,993,572 and Net.Commerce for OS/390 Prior Art

| Claim<br>No. | Claim Language of U.S. Patent No. 6,993,572 | Relevant Disclosure in Net.Commerce for OS/390 ("Net.Commerce book")   |
|--------------|---|--|
| 198          |   | "In the default shopping process, this home page is a flat HTML file. For easier maintenance, a dynamic page would be preferable for stores with frequently changing products that still want to make offers from the home page." Pg. 20.  "When you click on one of the boxes in 4, a text dialog box will appear. From the text dialog box, click on Insert, then Link. Select Category Page from the Link to item and type OS/390 Redbooks in the Linked Text field. The Merchant Reference number should already be filled in. Leave the Category Reference number blank for now. Click OK and the text dialog box will be filled in with some HTML link text. Hit File and Close - Save Changes. If using our example, you will need to repeat this step for the AIX Redbooks link." Pg. 119.  "Take into account the dynamic nature of the Internet and of Net Commerce. Think about putting specials and sales offerings directly on your home page or in your html page footer." Pg. 18. |

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<sup>&</sup>lt;sup>2</sup> The Net Commerce book is a user guide and technical manual for the IBM Net Commerce product for OS/390. The Net Commerce book provides an "introduction to electronic commerce [in 1998] and the [Net Commerce] product itself ... [and] also provides examples of Net Commerce implementations." Pg. vii.

| Claim<br>No. | Claim Language of U.S. Patent No. 6.993,572 | Relevant Disclosure in Net.Commerce for OS/390 ("Net.Commerce book")   |
|--------------|---|--|
|              |   | "If most customers do not need the information you are displaying on the product page, you may even offer a shortcut button on the category page." Pg. 18.   |
|              |   | "This is the first thing a shopper sees when surfing to your shopping site.  Besides using graphical elements to lure the shopper into your store, you may consider putting special sales offerings on this page." Pg. 20.   |
|              |   | "The category pages link shoppers to the groups of products or services available in the store. You can compare them to a table of contents in a paper catalog or signs in a real store. They have to include category titles and images, descriptions, and of course hyperlinks to subcategories or product pages." Pg. 21. |
|              |   | "The product pages include descriptions, attributes, images and price of the products. They might also contain a link to related products or to detailed product evaluations. Additionally, the product pages should include a link for adding the product to the shopping cart. Pg. 21.                                     |

#### Comparison of the U.S. Patent No. 6,993,572 and Net.Commerce for OS/390 Prior Art

| Claim<br>No. | Claim Language of U.S. Patent No. 6,993,572 | Relevant Disclosure in Net.Commerce for OS/390 ("Net.Commerce book")  |
|--------------|---|---|
|              |   | State Code  State |

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## Comparison of the U.S. Patent No. 6,993,572 and Net.Commerce for OS/390 Prior Art

| Claim<br>No. | Claim Language of U.S. Patent No. 6,993,572 | Relevant Disclosure in Net.Commerce for OS/390 ("Net.Commerce book")   |
|--------------|---|--|
|              |   | Side To Section 1997 And T |
|              |   | Agus 20. Trease in Coop Book P. g. 119.  |
|              |   | Example of a host web page with provided link correlates the host web page with a selected commerce object (i.e., an OS/390 Redbook and AIX Redbook).  |
|              |   | Workers in Richtman Little  **State ** An any or a fact.  **The Control of the Co |
|              |   | Place SC Transactions from Figure 1 (in the Science)   |

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## Comparison of the U.S. Patent No. 6,993,572 and Net.Commerce for OS/390 Prior Art

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| Claim ( | Claim Language of U.S. Patent No. 6,993,572 | Relevant Disclosure in Net. Commerce for OS/390 ("Net. Commerce book")  |
|---------|---|---|
| No      |   | Pg. 130. Also see pgs. 124-130.  See pgs. 111-122 for a description of creating a self-contained store.  "For a Net Commerce project and shopping site, you can certainly choose to develop and host everything at your own location. Or you may want to have a service provider, for instance IBM, do everything at their site. Or you may choose a combination of the two.  One solution would be that the merchant has the content hosted by a dedicated service company. That way, setup and maintenance of the hardware, the network, and the customization and connection of most of the software and security components are done elsewhere. This is not as easy as hosting a normal (passive) Web site, though, because a connection to the database is needed, and testing and updating macros and APIs can be difficult." Pg. 31. |

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| Claim<br>No. | Claim Language of U.S. Patent No. 6,993,572   | Relevant Disclosure in Net. Commerce for OS 390 ("Net. Commerce book")  |
|--------------|---|---|
| 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 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. | The host website can be the home page of the store and e commerce supported page can be the categories page (i.e., the selected commerce object is the product categories). In different example, the categories page can be the host website and the e commerce supported page can be the subcategories page (i.e., the selected commerce object is the product page can be the host website and the e commerce object is the product page (i.e., the selected commerce object is the product page (i.e., the selected commerce object is the product page (i.e., the selected commerce object is the product page (i.e., the selected commerce object is the product page (i.e., the selected commerce object is the product page (i.e., the selected commerce object is the product subcategories), or the product page (i.e., the selected commerce object is the product subcategories), or the product page (i.e., the selected commerce object is the product subcategories), or the product page (i.e., the selected commerce object is the product pages are all designed using templates. Furthermore, the Net Commerce book teaches using a consistent layout for all web pages in a Store. Accordingly, the home page, categories pages, and the product pages in a Store would have a "a look and feel based on the look and feel description in the data store."  "Try to use a basic and consistent layout on all your pages, one that is unique for your company. This includes headers and footers, colors, fonts, location of images, and so on.  If you decide to design your site yourself, you can design most macros (dynamic HTML pages that interact with the Net Commerce database) using the Template Designer, provided by Net Commerce." Pg. 14  "Whether the store will look like a single store or like a mall is a marketing decision. Some big stores might prefer looking like many smaller, specialized companies." Pg. 25. |

#### Comparison of the U.S. Patent No. 6,993,572 and Net.Commerce for OS/390 Prior Art

| No. | the following:   |
|-----|--|
|     | Create and update home pages, product pages, category pages, and Product Advisor pages.     Design headers and footers for the pages.     Modify the supplied sample category, product, and Product Advisor templates (if you save them with a new file name)." pg. 80.  |
|     | "2.4.8 Default Shopping Trip The shopping trip that is provided by Net.Commerce in the demonstration shopping mall is outlined in Figure 8. Depending on the store you are building, you may have to modify it." Pg. 24.   |
|     | Stagener State Heart Flow Transgrater Schemogray  Stagener Stagener Stagener Schemogray  |
|     | Province of Cofer Strapping Cost Pedust  Pedust Cofer Strapping Cost Pedust  Pedus Cofer Strapping Cost Pedust  Four on Order Advanced Cost Pedust Cost Pedus Pedust Cost Pedus Pedust Cost Pedus Pedu |
|     | Pg. 24.  |
|     | "In the default shopping process, this home page is a flat HTML file. For easier maintenance, a dynamic page would be preferable for stores with frequently changing products that still want to make offers from the home page." Pg. 20.  |

Comparison of the U.S. Patent No. 6,993,572 and Net.Commerce for OS/390 Prior Art

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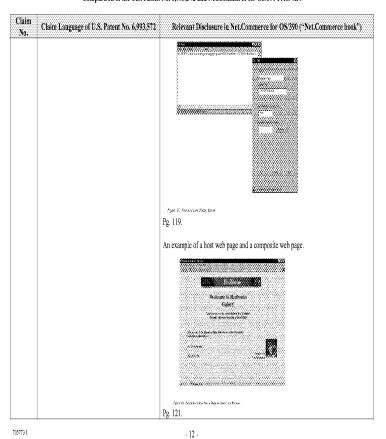
| Claim<br>No. | Claim Language of U.S. Patent No. 6,993,572 | Relevant Disclosure in Net.Commerce for OS/390 ("Net.Commerce book")  |
|--------------|---|---|
|              |   | "When you click on one of the boxes in 4, a text dialog box will appear.  From the text dialog box, click on Insert, then Link. Select Category Page from the Link to item and type OS/390 Redbooks in the Linked Text field.  The Merchant Reference number should already be filled in. Leave the Category Reference number blank for now. Click OK and the text dialog box will be filled in with some HTML link text. Hit File and Close - Save Changes. If using our example, you will need to repeat this step for the AIX Redbooks link." Pg. 119. |
|              |   | "Take into account the dynamic nature of the Internet and of Net. Commerce. Think about putting specials and sales offerings directly on your home page or in your html page footer." Pg. 18.   |
|              |   | "If most customers do not need the information you are displaying on the product page, you may even offer a shortcut button on the category page." Pg. 18.  |
|              |   | "This is the first thing a shopper sees when surfing to your shopping site. Besides using graphical elements to lure the shopper into your store, you may consider putting special sales offerings on this page." Pg. 20.   |
|              |   | "The category pages link shoppers to the groups of products or services available in the store. You can compare them to a table of contents in a paper catalog or signs in a real store. They have to include category titles and images, descriptions, and of course hyperlinks to subcategories or product pages." Pg. 21.  |
|              |   | "The product pages include descriptions, attributes, images and price of the products. They might also contain a link to related products or to detailed product evaluations. Additionally, the product pages should include a link for adding the product to the shopping cart. Pg. 21.  |

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## Comparison of the U.S. Patent No. 6,993,572 and Net.Commerce for OS/390 Prior Art

| Claim<br>No. | Claum Language of U.S. Patent No. 6,993,572 | Relevant Disclosure in Net. Commerce for OS/390 ("Net. Commerce book")   |
|--------------|---|--|
|              |   | Section Sectio |
|              |   | Section 2 Section Construction Program   |
|              |   | Date flow 3-New York Signature Social Revent Section S |
|              |   | Pg. 21.  |

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#### Comparison of the U.S. Patent No. 6,993,572 and Net.Commerce for OS/390 Prior Art

| Claim | Claim Language of U.S. Patent No. 6,993,572 | Relevant Disclosure in Net. Commerce for OS/1904" Net.Commerce book")  |
|-------|---|--|
| No.   |   |  |
|       |   | Fig. 1. Control of the control of th |
|       |   | Pg. 130. Also see pgs. 124-130.  "6.1.13.1 Category Template Assignment Go to Store Manager, then Product Categories. Select your store, then click the arrow beside the store name that appears below the selection list. This lists the Categories available in your store. Click the category you wish to assign a template to, then click the Template to assignment form which appears. Enter the template name in the Category Template Assignment form which appears. Figure 81 on page 141 shows the form as we completed it. Save the form and ensure you get a confirmation message. You can view the Template after you have saved it by clicking the View Template button." Pg. 140.   |
|       |   | "6.1.13.2 Product Template Assignment Go to Store Manager, then Product Information. Select your store and product; the Search button at the bottom of the page will search your store database for all products if you cannot remember the product SKU. The results of the search are displayed in a window at the bottom of the page. You can select one of these and it will fill the entries in the product form for you. Next click the   |

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### Comparison of the U.S. Patent No. 6,993,572 and Net.Commerce for OS/390 Prior Art

| Claim<br>No. | Claim Language of U.S. Patent No. 6,993,572 | Relevant Disclosure in Net.Commerce for OS/390 ("Net.Commerce book")   |
|--------------|---|--|
|              |   | Templates button on the task bar on the left side of the administrator page, under Product Information. You will see a form similar to that in Figure 82 on page 142. Enter the product template macro name you created in the Product Template section earlier in this chapter, in the Template form. Save the form, and check for the confirmation message. Fill in the template name (file name with *.d2w ending), save the form and click on View Template This should show you how the product template actually looks on the browser." Pg. 141. |
|              |   | "6.1.13.3 Accessing Your Store From A Web Browser Finally, there is one last but very important link that we need to finish creating so that someone accessing your Internet shop can access the category and product template macros you have built.  |
|              |   | The link to a Category Page is an extremely important link, as it allows you to move from your home page in HTML that any browser can access by typing in a simple URL (for example http://www.itsoshop.com/rbgalore.html) to a macro that is not a simple URL. If you have a Self-Contained Store and you do not wish your customers to pass through an intermediate Mall frontpage, you will need a link like this in your home page.  |
|              |   | Go to Store Manager and open the Template Designer. Select your store (in our case it is Redbooks Galore) and hit Load. Select File, Open, then select your saved HTML image. Double-click on the box that reads OS/390 Redbooks and a text dialog box will appear. This is the same text dialog box that was built in Figure 57 on page 119. We are going to replace the HTML link logic in this text dialog box, so go ahead and erase all the text in the dialog box. After all the HTML link logic text is erased, do the following:               |
|              |   | Select Insert, then Link. A Link dialog box will appear. Select Category Page from the Link to item and type OS/390 Redbooks in the Linked Text field. The Merchant Reference number should already be filled in. Next, fill in the Category Reference number that was created in 6.1.11.1,  |

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## Comparison of the U.S. Patent No. 6,993,572 and Net.Commerce for OS/390 Prior Art

| Claim<br>No. | Claim Language of U.S. Patent No. 6,993,572 | Relevant Disclosure in Net.Commerce for OS/390 ("Net.Commerce book")  |
|--------------|---|---|
|              |   | "Enter Basic Product Information" on page 134. In our example it is 501. If you do not know what your Category Reference number is you can click on Browse and a Web browser window will display all the defined product categories.  Click OK and the text dialog box will be filled in with some HTML link text, as shown in Figure 83. Hit File and Close - Save Changes. If using our example, you will need to repeat this step for the AIX Redbooks link. |
|              |   | From Template Designer you can see what the page will look like by selecting File, then View in Browser. By clicking the link we have just created you should be taken to a page similar to that in Figure 69 on page 130.  |
|              |   | With this final link in place, you can now access your entire Internet shop from a Web browser. The footer file that we copied into the page allows you to access the shopping cart and other Net.Commerce functions.   |
|              |   | You can make the home page of your new Web site the default welcome page for your Web server by editing the Web server configuration file httpd.conf and changing the Welcome Directive to match the name of your home page.  Alternatively, you can simply specify the full name for the home page in your Web browser URL. To access the site we have just created you would specify http://www.itoshop.com/rbgalore.html." Pgs. 142-4.                       |
|              |   | See pgs. 111-122 for a description of creating a self-contained store.  |
|              |   | "For a Net Commerce project and shopping site, you can certainly choose to develop and host everything at your own location. Or you may want to have a service provider, for instance IBM, do everything at their site. Or you may choose a combination of the two.   |
|              |   | One solution would be that the merchant has the content hosted by a dedicated service company. That way, setup and maintenance of the hardware, the network, and the customization and connection of most of the software and security components are done elsewhere. This is not as easy as hosting a  |

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| Claim<br>No. | Claim Language of U.S. Patent No. 6,993,572                | Relevant Disclosure in Net.Commerce for OS/390 ("Net.Commerce book")   |
|--------------|--|--|
|              |  | normal (passive) Web site, though, because a connection to the database is needed, and testing and updating macros and APIs can be difficult." Pg. 31.   |
| 17           | An e commerce outsourcing process comprising the steps of: | "Electronic commerce is one of the answers. One benefit that we can get from the<br>Internet is to make it a primary profit source by creating a marketplace where<br>companies will want to invest. The time has come to turn the Internet into a major<br>business center for your company.  |
|              |  | In this book we cover Net Commerce, a product that finally makes it possible to engage millions of users, anytime, anywhere in the age-old process of buying and selling goods, thus making the Internet trnly the world's biggest marketplace." Pg. 1.  |
|              |  | "Companies that sell products or services to wholesalers and manufacturers need strong customer relationships, which often means secure communications as well as secure transactions. After all, there is no need to let the competition know what you and your partners are up to.   |
|              |  | On the other hand, companies selling directly to consumers may be more concerned with a Web presence that is more open and inviting, thus making customers feel as though they are receiving more personal attention. Some companies will achieve this by duplicating the shopping experience that consumers are already familiar with, for example, by creating an online virtual mall. Yet, although the virtual mall must be openly accessible to all, the customer must ultimately have enough confidence in the retailer to engage in electronic commerce. This paradox of accessibility and security must be overcome if the Internet is to realize its full business potential. IBM has different products and services for each aspect/sector of electronic commerce, but there is one that can fit all of them, namely, Net.Commerce. |
|              |  | Net Commerce is easy-to-use software that allows you to have online stores with dynamic pages. It works with the highest standards of Internet security including the Secure Socket Layer (SSL) and Secure Electronic Transaction (SET) protocols, and works with DB2 in order to integrate existing systems. It is both flexible and scalable. It can be used for business-to-business transactions, as well as for direct consumer sales, in both cases providing state of the art   |

Comparison of the U.S. Patent No. 6,993,572 and Net.Commerce for OS/390 Prior Art

| Claim<br>No. | Claim Language of U.S. Patent No. 6,993,572   | Relevant Disclosure in Net.Commerce for OS/190 ("Net.Commerce book")  |
|--------------|---|---|
|              |   | transaction security.  Net.Commerce allows you to be part of the electronic business world, from store setup or mall home page, and to secure transactions with the newest methods and techniques of security on the Internet. You can access gateways that work with companies internal systems, or gateways that work directly with financial institutions for payment methods." Pg. 2.   |
| 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), supra.  The host website can be the home page of the store and e commerce supported page can be the categories page (i.e., the selected commerce object is the product categories). In different example, the categories page can be the host website and the e commerce supported page can be the subcategories page (i.e., the selected commerce object is the product subcategories). In a third example, the subcategories page can be the host website and the e commerce supported page can be the host website and the e commerce object is the product page (i.e., the selected commerce object is the product page (i.e., the selected commerce object is the product categories), the subcategories page (i.e., the selected commerce object is the product subcategories), or the product page (i.e., the selected commerce object is the product subcategories), or the product page (i.e., the selected commerce object is the product).  The Net Commerce book teaches the home pages, categories pages, and the product page are all designed using templates. Furthermore, the Net Commerce book teaches using a consistent layout for all web pages in a Store. Accordingly, the home page, categories pages, and the product pages in a Store would have a "storing a look and feel description associated with a first website in a data store associated with a second website."  "Try to use a basic and consistent layout on all your pages, one that is unique for your company. This includes headers and footers, colors, fonts, location of images, and so on. |

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## Comparison of the U.S. Patent No. 6,993,572 and Net.Commerce for OS/390 Prior Art

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| Claim<br>No. | Claim Language of U.S. Patent No. 6,993,572 | Relevant Disclosure in Net.Commerce for OS/390 ("Net.Commerce book")   |
|--------------|---|--|
|              |   | If you decide to design your site yourself, you can design most macros (dynamic HTML pages that interact with the Net.Commerce database) using the Template Designer, provided by Net.Commerce." Pg. 14  |
|              |   | "Whether the store will look like a single store or like a mall is a marketing decision. Some big stores might prefer looking like many smaller, specialized companies." Pg. 25.   |
|              |   | "The Template Designer is a Java applet-based, graphical object-oriented editing tool that allows you to create Web pages for an online mall or store, and to design and modify templates with a graphical HTML editor. You can use it to do the following:  Create and update home pages, product pages, category pages, and Product Advisor pages.   |
|              |   | Design headers and footers for the pages.  Modify the supplied sample category, product, and Product Advisor templates (if you save them with a new file name)." pg. 80.   |
|              |   | "When you click on one of the boxes in 4, a text dialog box will appear.  From the text dialog box, click on Insert, then Link. Select Category Page from the Link to item and type OS/390 Redbooks in the Linked Text field. The Merchant Reference number should already be filled in. Leave the Category Reference number blank for now. Click OK and the text dialog box will be filled in with some HTML link text. Hit File and Close - Save Changes. If using our example, you will need to repeat this step for the AIX Redbooks link." Pg. 119. |
|              |   | "Take into account the dynamic nature of the Internet and of Net Commerce.  Think about putting specials and sales offerings directly on your home page or in your html page footer." Pg. 18.  |
|              |   | "If most customers do not need the information you are displaying on the product page, you may even offer a shortcut button on the category page." Pg. 18.   |

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## Comparison of the U.S. Patent No. 6,993,572 and Net.Commerce for OS/390 Prior Art

| Claim<br>No. | Claim Language of U.S. Patent No. 6,993,572 | Relevant Disclosure in Net Commerce for ON/390 ("Net.Commerce book")                                  |
|--------------|---|---|
|              |   | An example of a web page of the first website and composite web page.  Websites to Biotherals  Endown |
|              |   | Figure HE distribution from Figure Limit for the visits: $Pg.\ 121.$                                  |

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| Claim<br>No. | Claim Language of U.S. Patent No. 6,993,572 | Relevant Disclosure in Net.Commerce for OS/390 ("Net.Commerce book")  |
|--------------|---|---|
|              |   |   |
|              |   | Pg. 130. Also see pgs. 124-130.   |
|              |   | "6.1.13.1 Category Template Assignment Go to Store Manager, then Product Categories. Select your store, then click the arrow beside the store name that appears below the selection list. This lists the Categories available in your store. Click the category you wish to assign a template to, then click the Template button at the bottom of the page. Enter the template name in the Category Template Assignment form which appears. Figure 81 on page 141 shows the form as we completed it. Save the form and ensure you get a confirmation message. You can view the Template after you have saved it by clicking the View Template button." Pg. 140. |
|              |   | "6.1.13.2 Product Template Assignment Go to Store Manager, then Product Information. Select your store and product; the Search button at the bottom of the page will search your store database for all products if you cannot remember the product SKU. The results of the search are displayed in a window at the bottom of the page. You can select one of these and it will fill the entries in the product form for you. Next click the  |

Comparison of the U.S. Patent No. 6,993,572 and Net.Commerce for OS/390 Prior Art

| Claim<br>No. | Claim Language of U.S. Patent No. 6,993,572 | Relevant Disclosure in Net.Commerce for OS/390 (*Net.Commerce book*)   |
|--------------|---|--|
|              |   | Templates button on the task bar on the left side of the administrator page, under Product Information. You will see a form similar to that in Figure 82 on page 142. Enter the product template macro name you created in the Product Template section earlier in this chapter, in the Template form. Save the form, and check for the confirmation message.  Fill in the template name (file name with *.d2w ending), save the form and click on View Template This should show you how the product template actually looks on the browser." Pg. 141.  |
|              |   | "6.1.13.3 Accessing Your Store From A Web Browser Finally, there is one last but very important link that we need to finish creating so that someone accessing your Internet shop can access the category and product template macros you have built.  |
|              |   | The link to a Category Page is an extremely important link, as it allows you to move from your home page in HTML that any browser can access by typing in a simple URL (for example http://www.itsoshop.com/rbgalore.html) to a macro that is not a simple URL. If you have a Self-Contained Store and you do not wish your customers to pass through an intermediate Mall frontpage, you will need a link like this in your home page.  |
|              |   | Go to Store Manager and open the Template Designer. Select your store (in our case it is Redbooks Galore) and hit Load. Select File, Open, then select your saved HTML image. Double-click on the box that reads OS/390 Redbooks and a text dialog box will appear. This is the same text dialog box that was built in Fignre 57 on page 119. We are going to replace the HTML link logic in this text dialog box, so go ahead and erase all the text in the dialog box. After all the HTML link logic text is erased, do the following:  Select Insert, then Link. A Link dialog box will appear. |
|              |   | Select Category Page from the Link to item and type OS/390 Redbooks in the Linked Text field. The Merchant Reference number should already be filled in.     Next, fill in the Category Reference number that was created in 6.1.11.1,   |

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## Comparison of the U.S. Patent No. 6,993,572 and Net.Commerce for OS/390 Prior Art

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| Claim<br>No. | Claim Language of U.S. Patent No. 6,993,572 | Relevant Disclosure in Net.Commerce for O5:390 ("Net.Commerce book")   |
|--------------|---|--|
|              |   | "Enter Basic Product Information" on page 134. In our example it is 501. If you do not know what your Category Reference number is you can click on Browse and a Web browser window will display all the defined product   |
|              |   | categories.  Click OK and the text dialog box will be filled in with some HTML link text, as shown in Figure 83. Hit File and Close - Save Changes. If using our example, you will need to repeat this step for the AIX Redbooks link.   |
|              |   | From Template Designer you can see what the page will look like by selecting File, then View in Browser. By clicking the link we have just created you should be taken to a page similar to that in Figure 69 on page 130.   |
|              |   | With this final link in place, you can now access your entire Internet shop from a Web browser. The footer file that we copied into the page allows you to access the shopping cart and other Net Commerce functions.  |
|              |   | You can make the home page of your new Web site the default welcome page for your Web server by editing the Web server confignration file httpd.conf and changing the Welcome Directive to match the name of your home page.  Alternatively, you can simply specify the full name for the home page in your Web browser URL. To access the site we have just created you would specify http://www.itsoshop.com/rbgalore.html." Pgs. 142.4. |
|              |   | See pgs. 111-122 for a description of creating a self-contained store.   |
|              |   | "For a Net Commerce project and shopping site, you can certainly choose to develop and host everything at your own location. Or you may want to have a service provider, for instance IBM, do everything at their site. Or you may choose a combination of the two   |
|              |   | Choose a commination or the two.  One solution would be that the merchant has the content hosted by a dedicated service company. That way, setup and maintenance of the hardware, the network, and the customization and connection of most of the software and security components are done elsewhere. This is not as easy as hosting a   |

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## Comparison of the U.S. Patent No. 6,993,572 and Net.Commerce for OS/390 Prior Art

| Claim<br>No. | Claim Language of U.S. Patent No. 6,993,572   | Relevant Disclosure in Net Commerce for OS/390 ("Net.Commerce book")   |
|--------------|---|--|
|              |   | normal (passive) Web site, though, because a connection to the database is needed, and testing and updating macros and APIs can be difficult." Pg. 31.   |
| 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), supra.  The Net.Commerce book teaches the home pages, categories pages, and the product pages are all designed using templates. Furthermore, the Net.Commerce book teaches using a consistent layout for all web pages in a Store. Accordingly, the home page, categories pages, and the product pages in a Store would have "a look and feel substantially corresponding to the stored look and feel description."  "Try to use a basic and consistent layout on all your pages, one that is unique for your company. This includes headers and footers, colors, fonts, location of images, and so on.  If you decide to design your site yourself, you can design most macros (dynamic HTML pages that interact with the Net.Commerce database) using the Template Designer, provided by Net.Commerce." Pg. 14  "Whether the store will look like a single store or like a mall is a marketing decision. Some big stores might prefer looking like many smaller, specialized companies." Pg. 25.  "The Template Designer is a Java applet-based, graphical object-oriented editing tool that allows you to create Web pages for an online mall or store, and to design and modify templates with a graphical HTML editor. You can use it to do the following:  'Create and update home pages, product pages, category pages, and Product Advisor pages.  Design headers and footers for the pages.  Modify the supplied sample category, product, and Product Advisor templates (if you save them with a new file name)." pg. 80. |

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| laim<br>* | Claim Language of U.S. Patent No. 6,993,572 | Relevant Disclosure in Net.Commerce for OS/390 ("Net.Commerce book")             |
|-----------|---|--|
| No.       |   | "2.4.8 Default Shopping Trip   |
|           |   | The shopping trip that is provided by Net.Commerce in the demonstration          |
|           |   | shopping mall is outlined in Figure 8. Depending on the store you are building,  |
|           |   | you may have to modify it." Pg. 24.  |
|           |   |  |
|           |   |  |
|           |   | Statione State Page Caracter Schoolsten  |
|           |   |  |
|           |   | Propiosition (   |
|           |   | <b>a a</b>   |
|           |   | Present on Other Buspang Car Product   |
|           |   |  |
|           |   |  |
|           |   | Plant in Color — Administration  |
|           |   |  |
|           |   | toper 4 de Common Stock Copen; TS Pg. 24.  |
|           |   | 18.27.   |
|           |   | "In the default shopping process, this home page is a flat HTML file. For easier |
|           |   | maintenance, a dynamic page would be preferable for stores with frequently       |
|           |   | changing products that still want to make offers from the home page." Pg. 20.    |
|           |   | "When you click on one of the boxes in 4, a text dialog box will appear.         |
|           |   | From the text dialog box, click on Insert, then Link. Select Category Page       |
|           |   | from the Link to item and type OS/390 Redbooks in the Linked Text field.         |
|           |   | The Merchant Reference number should already be filled in. Leave the             |
|           |   | Category Reference number blank for now. Click OK and the text dialog box        |
|           |   | will be filled in with some HTML link text. Hit File and Close - Save Changes.   |
|           |   | If using our example, you will need to repeat this step for the AIX Redbooks     |

#### Comparison of the U.S. Patent No. 6,993,572 and Net.Commerce for OS/390 Prior Art

| Claim<br>No. | Claim Language of U.S. Patent No. 6,993,572 | Relevant Disclosure in Net.Commerce for OS/390 ("Net.Commerce book"  |
|--------------|---|--|
|              |   | link." Pg. 119.  |
|              |   | "Take into account the dynamic nature of the Internet and of Net Commerce. Think about putting specials and sales offerings directly on your home page or in your html page footer." Pg. 18.   |
|              |   | "If most customers do not need the information you are displaying on the product page, you may even offer a shortcut button on the category page." Pg. 18.   |
|              |   | "This is the first thing a shopper sees when surfing to your shopping site.  Besides using graphical elements to lure the shopper into your store, you may consider putting special sales offerings on this page." Pg. 20.   |
|              |   | "The category pages link shoppers to the groups of products or services available in the store. You can compare them to a table of contents in a paper catalog or sigus in a real store. They have to include category titles and images, descriptions, and of course hyperlinks to subcategories or product pages." Pg. 21. |
|              |   | "The product pages include descriptions, attributes, images and price of the products. They might also contain a link to related products or to detailed product evaluations. Additionally, the product pages should include a link for adding the product to the shopping cart. Pg. 21.                                     |

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## Comparison of the U.S. Patent No. 6,993,572 and Net.Commerce for OS/390 Prior Art

| Claim<br>No. | Claim Language of U.S. Patent No. 6,993,572 | Relevant Disclosure in Net.Commerce for OS/390 ("Net.Commerce book")                                |
|--------------|---|---|
|              |   |   |
|              |   |   |
|              |   |   |
|              |   | - Newtop Cou - Sheet Sheet - Consistency - Sheet Sheet - Consistency - Sheet Sheet - Count for such |
|              |   | SOCIAL SUPPLY   |
|              |   | при т. Сопе вы и Соверь не Колостун.<br>Pg. 21.   |

## Comparison of the U.S. Patent No. 6,993,572 and Net.Commerce for OS/390 Prior Art

| Claim<br>No. | Claim Language of U.S. Patent No. 6,993,572 | Relevant Disclosure in Net. Commerce for OS/390 ("Net. Commerce book") |
|--------------|---|--|
|              |   |  |
|              |   | турго эт. том осно отноу вомя.<br>Pg. 119.                             |
|              |   | An example of a web page of the first website and composite web page.  |

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| Claim<br>No. | Claim Language of U.S. Patent No. 6.993,572 | Relevant Disclosure in Net.Commerce for OS/390 ("Net.Commerce book")   |
|--------------|---|--|
|              |   | Videous (- Redwids<br>Gebruf<br>Gebruf<br>Water (  |
|              |   | Pgu 43 frechtschin ode Auf is die nie Banne<br>Pg. 121.  |
|              |   |  |
|              |   | Pg. 130. Also see pgs. 124-130. "6.1.13.1 Category Template Assignment Go to Store Manager, then Product Categories. Select your store, then click the arrow beside the store name that appears below the selection list. This lists the |

#### Comparison of the U.S. Patent No. 6,993,572 and Net.Commerce for OS/390 Prior Art

| Claim<br>No. | Claim Language of U.S. Patent No. 6,993,572 | Relevant Disclosure in Net.Commerce for OS 390 ("Net.Commerce book")  |
|--------------|---|---|
|              |   | Categories available in your store. Click the category you wish to assign a template to, then click the Template button at the bottom of the page. Enter the template name in the Category Template Assignment form which appears. Figure 81 on page 141 shows the form as we completed it. Save the form and ensure you get a confirmation message. You can view the Template after you have saved it by clicking the View Template button." Pg. 140.  |
|              |   | "6.1.13.2 Product Template Assignment Go to Store Manager, then Product Information. Select your store and product; the Search button at the bottom of the page will search your store database for all products if you cannot remember the product SKU. The results of the search are displayed in a window at the bottom of the page. You can select one of these and it will fill the entries in the product form for you. Next click the Templates button on the task bar on the left side of the administrator page, under Product Information. You will see a form similar to that in Figure 82 on page 142. Enter the product template macro name you created in the Product Template section earlier in this chapter, in the Template form. Save the form, and check for the confirmation message. Fill in the template name (file name with *.d2w ending), save the form and click on View Template This should show you how the product template actually looks on the browser." Pg. 141. |
|              |   | "6.1.13.3 Accessing Your Store From A Web Browser Finally, there is one last but very important link that we need to finish creating so that someone accessing your Internet shop can access the category and product template macros you have built.   |
|              |   | The link to a Category Page is an extremely important link, as it allows you to move from your home page in HTML that any browser can access by typing in a simple URL (for example http://www.itsoshop.com/rbgalore.html) to a macro that is not a simple URL. If you have a Self-Contained Store and you do not wish your customers to pass through an intermediate Mall frontpage, you will need a link like this in your home page.   |

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## Comparison of the U.S. Patent No. 6,993,572 and Net.Commerce for OS/390 Prior Art

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| Claim<br>No. | Claim Language of U.S. Patent No. 6,993,572 | Relevant Disclosure in Net.Commerce for OS/390 ("Net.Commerce book")  |
|--------------|---|---|
|              |   | Go to Store Manager and open the Template Designer. Select your store (in our case it is Redbooks Galore) and hit Load. Select File, Open, then select your saved HTML image. Double-click on the box that reads OS/390 Redbooks and a text dialog box will appear. This is the same text dialog box that was built in Fignre 57 on page 119. We are going to replace the HTML link logic in this text dialog box, so go ahead and erase all the text in the dialog box. After all the HTML link logic text is erased, do the following:  - Select Insert, then Link. A Link dialog box will appear Select Category Page from the Link to item and type OS/390 Redbooks in the Linked Text field. The Merchant Reference number should already be filled in.  - Next, fill in the Category Reference number that was created in 6.1.11.1, "Enter Basic Product Information" on page 134. In our example it is 501. If you do not know what your Category Reference number is you can click on Browse and a Web browser window will display all the defined product categories.  - Click OK and the text dialog box will be filled in with some HTML link text, as shown in Fignre 83. Hit File and Close - Save Changes. If using our example, you will need to repeat this step for the AIX Redbooks link. |
|              |   | File, then View in Browser. By clicking the link we have just created you should be taken to a page similar to that in Figure 69 on page 130.   |
|              |   | With this final link in place, you can now access your entire Internet shop from a Web browser. The footer file that we copied into the page allows you to access the shopping cart and other Net.Commerce functions.   |
|              |   | You can make the home page of your new Web site the default welcome page for your Web server by editing the Web server configuration file httpd.conf and changing the Welcome Directive to match the name of your home page.  Alternatively, you can simply specify the full name for the home page in your   |

## Comparison of the U.S. Patent No. 6,993,572 and Net.Commerce for OS/390 Prior Art

| Claim<br>No. | Claim Language of U.S. Patent No. 6,993,572   | Relevant Disclosure in Net.Commerce for OS/390 ("Net.Commerce book")  |
|--------------|---|---|
|              |   | Web browser URL. To access the site we have just created you would specify http://www.itsoshop.com/rbgalore.html." Pgs. 142-4.  |
|              |   | See pgs. 111-122 for a description of creating a self-contained store.  |
|              |   | "For a Net.Commerce project and shopping site, you can certainly choose to develop and host everything at your own location. Or you may want to have a service provider, for instance IBM, do everything at their site. Or you may choose a combination of the two.   |
|              |   | One solution would be that the merchant has the content hosted by a dedicated service company. That way, setup and maintenance of the hardware, the network, and the customization and connection of most of the software and security components are done elsewhere. This is not as easy as hosting a normal (passive) Web site, though, because a connection to the database is needed, and testing and updating macros and APIs can be difficult." Pg. 31. |
| 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 | See 13(b), supra.  The Net.Commerce book teaches the home pages, categories pages, and the product pages are all designed using templates. Furthermore, the Net.Commerce book teache using a consistent layout for all web pages in a Store. Accordingly, the home page, categories pages, and the product pages in a Store would have "a look and feel substantially corresponding to the stored look and feel description."                                 |
|              | associated with the link.   | "Try to use a basic and consistent layout on all your pages, one that is unique for your company. This includes headers and footers, colors, fonts, location of images, and so on.  |
|              |   | If you decide to design your site yourself, you can design most macros (dynamic HTML pages that interact with the Net Commerce database) using the Template Designer, provided by Net Commerce." Pg. 14   |
|              |   | "Whether the store will look like a single store or like a mall is a marketing  |

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| Claim<br>No. | Claim Language of U.S. Patent No. 6,993,572 | Relevant Disclosure in Net.Commerce for OS/390 ("Net.Commerce book")   |
|--------------|---|--|
| Claim<br>No. | Claim Language of U.S. Patent No. 6,993,572 | Relevant Disclosure in Net.Commerce for OS/390 ("Net.Commerce book")  decision. Some big stores might prefer looking like many smaller, specialized companies." Pg. 25.  "The Template Designer is a Java applet-based, graphical object-oriented editing tool that allows you to create Web pages for an online mall or store, and to design and modify templates with a graphical HTML editor. You can use it to do the following:  Create and update home pages, product pages, category pages, and Product Advisor pages.  Design headers and footers for the pages.  Modify the supplied sample category, product, and Product Advisor templates (if you save them with a new file name)." pg. 80.  "2.4.8 Default Shopping Trip The shopping trip that is provided by Net Commerce in the demonstration shopping mall is outlined in Figure 8. Depending on the store you are building, you may have to modify it." Pg. 24.  |
|              |   | Person Outer Borgang Dur. Petrol of Person Outer Borgang Dur. Petrol of Dur. Advantage and Dur. Advantage an |

#### Comparison of the U.S. Patent No. 6,993,572 and Net.Commerce for OS/390 Prior Art

| Claim<br>No. | Claim Language of U.S. Patent No. 6,993,572 | Relevant Disclosure in Net. Commerce for QS/390 ("Net. Commerce book")  |
|--------------|---|---|
|              |   | Pg. 24.   |
|              |   | "In the default shopping process, this home page is a flat HTML file. For easier maintenance, a dynamic page would be preferable for stores with frequently changing products that still want to make offers from the home page." Pg. 20.   |
|              |   | "When you click on one of the boxes in 4, a text dialog box will appear. From the text dialog box, click on Insert, then Link. Select Category Page from the Link to item and type OS/390 Redbooks in the Linked Text field. The Merchant Reference number should already be filled in. Leave the Category Reference number blank for now. Click OK and the text dialog box will be filled in with some HTML link text. Hit File and Close - Save Changes. If using our example, you will need to repeat this step for the AIX Redbooks link." Pg. 119. |
|              |   | "Take into account the dynamic nature of the Internet and of Net.Commerce.  Think about putting specials and sales offerings directly on your home page or in your html page footer." Pg. 18.   |
|              |   | "If most customers do not need the information you are displaying on the product page, you may even offer a shortcut button on the category page." Pg. 18.  |
|              |   | "This is the first thing a shopper sees when surfing to your shopping site.  Besides using graphical elements to lure the shopper into your store, you may consider putting special sales offerings on this page." Pg. 20.  |
|              |   | "The category pages link shoppers to the groups of products or services available in the store. You can compare them to a table of contents in a paper catalog or signs in a real store. They have to include category titles and images, descriptions, and of course hyperlinks to subcategories or product pages." Pg. 21.  |
|              |   | "The product pages include descriptions, attributes, images and price of the  |

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## Comparison of the U.S. Patent No. 6,993,572 and Net.Commerce for OS/390 Prior Art

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| laim<br>No.                             | Claim Language of U.S. Patent No. 6,993,572 | Relevant Disclosure in Net.Commerce for OS/390 ("Net.Commerce book")  |
|---|---|---|
| *************************************** |   | products. They might also contain a link to related products or to detailed product evaluations. Additionally, the product pages should include a link for adding the product to the shopping cart. Pg. 21. |
|   |   |   |
|   |   |   |
|   |   | Type 2.1 Supprise of languages and finance larges.  Pg. 21.   |

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## Comparison of the U.S. Patent No. 6,993,572 and Net.Commerce for OS/390 Prior Art

| Claim<br>No. | Claim Language of U.S. Patent No. 6,993,572 | Relevant Disclosure in Net.Commerce for OS/390 ("Net.Commerce book")   |
|--------------|---|--|
|              |   |  |
|              |   | 7900 N. 700 N. 7 |
|              |   | An example of a web page of the first website and composite web page.  Witness Walnuts Gastal  |
|              |   | 150 г. вень объементация в повет высовет.<br>Pg. 121.  |

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|  | Pg. 130. Also see pgs. 124-130.  "6.1.13.1 Category Template Assignment Go to Store Manager, then Product Categories. Select your store, then click the arrow beside the store name that appears below the selection list. This lists the Categories available in your store. Click the category you wish to assign a template to, then click the Template button at the bottom of the page. Enter the template name in the Category Template Assignment form which appears. Figure 81 on page 141 shows the form as we completed it. Save the form and ensure you get a confirmation message. You can view the Template after you have saved it by clicking the View Template button." Pg. 140. |
|--|--|
|  | "6.1.13.2 Product Template Assignment Go to Store Manager, then Product Information. Select your store and product; the Search button at the bottom of the page will search your store database for all products if you cannot remember the product SKU. The results of the search are displayed in a window at the bottom of the page. You can select one of these and it will fill the entries in the product form for you. Next click the Templates button on the task bar on the left side of the administrator page, under Product Information. You will see a form similar to that in Figure 82 on page 142. Enter the product template macro name you created in the Product              |

#### Comparison of the U.S. Patent No. 6,993,572 and Net.Commerce for OS/390 Prior Art

| Claim<br>No. | Claim Language of U.S. Patent No. 6,993,572 | Relevant Disclosure in Net.Commerce for OS/390 ("Net.Commerce book")   |
|--------------|---|--|
|              |   | Template section earlier in this chapter, in the Template form. Save the form, and check for the confirmation message.  Fill in the template name (file name with *.d2w ending), save the form and click on View Template This should show you how the product template actually looks on the browser." Pg. 141.   |
|              |   | "6.1.13.3 Accessing Your Store From A Web Browser Finally, there is one last but very important link that we need to finish creating so that someone accessing your Internet shop can access the category and product template macros you have built.  |
|              |   | The link to a Category Page is an extremely important link, as it allows you to move from your home page in HTML that any browser can access by typing in a simple URL (for example http://www.itsoshop.com/rbgalore.html) to a macro that is not a simple URL. If you have a Self-Contained Store and you do not wish your customers to pass through an intermediate Mall frontpage, you will need a link like this in your home page.  |
|              |   | Go to Store Manager and open the Template Designer. Select your store (in our case it is Redbooks Galore) and hit Load. Select File, Open, then select your saved HTML image. Double-click on the box that reads OS/390 Redbooks and a text dialog box will appear. This is the same text dialog box that was built in Figure 57 on page 119. We are going to replace the HTML link logic in this text dialog box, so go ahead and erase all the text in the dialog box. After all the HTML link logic text is erased, do the following: |
|              |   | Select Insert, then Link. A Link dialog box will appear.  Select Category Page from the Link to item and type OS/390 Redbooks in the Linked Text field. The Merchant Reference number should already be filled in.  Next, fill in the Category Reference number that was created in 6.1.11.1, "Enter Basic Product Information" on page 134. In our example it is 501. If you do not know what your Category Reference number is you can click on Browse and a Web browser window will display all the defined product                   |

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## Comparison of the U.S. Patent No. 6,993,572 and Net.Commerce for OS/390 Prior Art

| Claim<br>No. | Claim Language of U.S. Patent No. 6,993,572 | Relevant Disclosure in Net.Commerce for OS/390 ("Net.Commerce book")   |
|--------------|---|--|
|              | Claim Language of U.S. Patent No. 6.993;572 | Relevant Disclosure in Net Commerce for OS/390 ("Net Commerce book")  categories.  Click OK and the text dialog box will be filled in with some HTML link text, as shown in Fignre 83. Hit File and Close - Save Changes. If using our example, you will need to repeat this step for the AIX Redbooks link.  From Template Designer you can see what the page will look like by selecting File, then View in Browser. By clicking the link we have just created you should be taken to a page similar to that in Fignre 69 on page 130.  With this final link in place, you can now access your entire Internet shop from a Web browser. The footer file that we copied into the page allows you to access the shopping cart and other Net Commerce functions.  You can make the home page of your new Web site the default welcome page for your Web server by editing the Web server configuration file httpd.comf and changing the Welcome Directive to match the name of your home page. Alternatively, you can simply specify the full name for the home page in your Web browser URL. To access the site we have just created you would specify http://www.itsoshop.com/rbgalore.html." Pgs. 142-4.  See pgs. 111-122 for a description of creating a self-contained store.  "For a Net Commerce project and shopping site, you can certainly choose to develop and host everything at your own location. Or you may want to have a service provider, for instance IBM, do everything at their site. Or you may choose a combination of the two.  One solution would be that the merchant has the content hosted by a dedicated service company. That way, setup and maintenance of the hardware, the |
|              |   | service provider, for instance IBM, do everything at their site. Or you may choose a combination of the two.  One solution would be that the merchant has the content hosted by a dedicated  |

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Comparison of the U.S. Patent No. 6,993,572 and Net.Commerce for OS/390 Prior Art

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| Claim<br>No. | Claim Language of U.S. Patent No. 6,993,572   | Relevant Disclosure in Net.Commerce for OS/390 ("Net.Commerce book")  |
|--------------|---|---|
|              |   | your html page footer." Pg. 18.  "If most customers do not need the information you are displaying on the product page, you may even offer a shortcut button on the category page." Pg. 18.   |
| 21           | The process of claim 17 wherein the look and feel description comprises data defining:          | "Try to use a basic and consistent layout on all your pages, one that is unique for your company. This includes headers and footers, colors, fonts, location of images, and so on.  If you decide to design your site yourself, you can design most macros (dynamic HTML pages that interact with the Net Commerce database) using the Template Designer, provided by Net Commerce." Pg. 14   |
| 21(a)        | a logo associated with and displayed on at least<br>some of the web pages of the first website; | "Create headers that include your logo, colors and slogans that you also use in other media in order to let shoppers know which store they are in at all times. You can use the footer to offer links to the shopping cart, the order pages, and back to the product and category pages. You can also use the footer line to add links to sales offerings or to general product categories that might be interesting for all shoppers (for example, candies or fancy mousepads)." Pg. 14  "Try to use a basic and consistent layout on all your pages, one that is unique for your company. This includes headers and footers, colors, fonts, location of images, and so on.  If you decide to design your site yourself, you can design most macros (dynamic HTML pages that interact with the Net Commerce database) using the Template Designer, provided by Net.Commerce." Pg. 14 |
| 21(b)        | a color scheme used on at least some of the web pages of the first website;                     | "Try to use a basic and consistent layout on all your pages, one that is unique for your company. This includes headers and footers, colors, fonts, location of images, and so on.  |

#### Comparison of the U.S. Patent No. 6,993,572 and Net.Commerce for OS/390 Prior Art

| Claim<br>No. | Claim Language of U.S. Patent No. 6,993,572   | Relevant Disclosure in Net.Commerce for OS/390 ("Net.Commerce book")   |
|--------------|---|--|
|              |   | If you decide to design your site yourself, you can design most macros (dynamic HTML pages that interact with the Net.Commerce database) using the Template Designer, provided by Net.Commerce." Pg. 14  |
| 21(c)        | a page layout used on at least some of the web pages of the first website; and  | "Try to use a basic and consistent layout on all your pages, one that is unique for your company. This includes headers and footers, colors, fonts, location of images, and so on.  If you decide to design your site yourself, you can design most macros (dynamic HTML pages that interact with the Net Commerce database) using the Template Designer, provided by Net.Commerce." Pg. 14  |
| 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. | "Try to use a basic and consistent layout on all your pages, one that is unique for your company. This includes headers and footers, colors, fonts, location of images, and so on.  If you decide to design your site yourself, you can design most macros (dynamic HTML pages that interact with the Net.Commerce database) using the Template Designer, provided by Net.Commerce." Pg. 14  "Whether the store will look like a single store or like a mall is a marketing decision. Some big stores might prefer looking like many smaller, specialized companies." Pg. 25.  "The Template Designer is a Java applet-based, graphical object-oriented editing tool that allows you to create Web pages for an online mall or store, and to design and modify templates with a graphical HTML editor. You can use it to do the following:  - Create and update home pages, product pages, category pages, and Product Advisor pages.  - Modify the supplied sample category, product, and Product Advisor templates (if you save them with a new file name)." pg. 80. |

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#### Comparison of the U.S. Patent No. 6,993,572 and Net.Commerce for OS/390 Prior Art

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| Claim<br>No. | Claim Language of U.S. Patent No. 6,993,572   | Relevant Disclosure in Net.Commerce for OS/390 ("Net.Commerce book")  |
|--------------|---|---|
|              |   | "When you click on one of the boxes in 4, a text dialog box will appear. From the text dialog box, click on Insert, then Link. Select Category Page from the Link to item and type OS/30 edbooks in the Linked Text field. The Merchant Reference number should already be filled in. Leave the Category Reference number blank for now. Click OK and the text dialog box will be filled in with some HTML link text. Hit File and Close - Save Changes. If using our example, you will need to repeat this step for the AIX Redbooks link." Pg. 119. |
|              |   | "Take into account the dynamic nature of the Internet and of Net.Commerce.  Think about putting specials and sales offerings directly on your home page or in your html page footer." Pg. 18.   |
|              |   | "If most customers do not need the information you are displaying on the product page, you may even offer a shortcut button on the category page." Pg. 18.  |
| 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 | "Otherwise the shopper could use the search macro. In order to really make use of the search capabilities of Net.Commerce you may want to include additional information in the custom fields of the database or in the product attributes." Pg. 16   |
|              | the product categories.   | "The Product Advisor organizes and presents your catalog data in different ways, so that shoppers can search for products in the manner that is best for them." Pg. 82  |
|              |   | "Disallow searches that cause full database scans.  When coding macros that go against the database, do not allow searches that will cause a full database scan (for example, searches of single characters or words like "the")." Pg. 147  |

### Comparison of U.S. Patent No. 6,993,572 and United States Patent Application 09/995,278 by Saliba ("Saliba '278")1

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 identified in Defendants' Amended Invalidity Contentions, the asserted claims as described in part below.

| Claim | Claim Language of U.S. Patent No.            | Relevant Disclosure in United States Patent Application 09/995,278 by Saliba   |
|-------|--|--|
| No.   | 6.993.572                                    | ("Saliba '278")  |
| 13    | An e commerce outsourcing system comprising: | "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.   |
|       |  | 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.). |
|       |  | Saliba '278 ¶ 0009.  |
|       |  | 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.  |
| 13(a) | a data store including a look and feel       | "The home page 50 includes various branding indicia, such as the bank's name and logo  |

<sup>&</sup>lt;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). [DFNDT0000295-0000314]

### Comparison of U.S. Patent No. 6,993,572 and United States Patent Application 09/995,278 by Saliba ("Saliba '278")

| To and the second | 1  |  |
|-------------------|--|--|
| Claim             | Claim Language of U.S. Patent No.  | Relevant Disclosure in United States Patent Application 09/995,278 by Saliba   |
| No.               | 6,993,572  | ("Saliba '278")  |
|                   | description associated with a host web page  | 52 and the bank's address 54. In addition, the branding indicia might comprise a   |
|                   | having a link correlated with a commerce object; and   | particular format or stylistic schema, background color or texture, slogans, and so forth." Saliba '278 ¶ 0038.  |
|                   |  | 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.  |
|                   |  | 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.  |
| 13(b)             | a computer processor coupled to the data store<br>and in communication through the Interuet<br>with the host web page and programmed, upon<br>receiving an indication that the link has been<br>activated by a visitor computer in Interuet<br>communication with the host web page, to<br>serve a composite web page to the visitor | There are many different degrees of integration between the financial institution's server and the third party's server. 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 third party's server  |

Comparison of U.S. Patent No. 6,993,572 and United States Patent Application 09/995,278 by Saliba ("Saliba '278")

| Claim | Claim Language of U.S. Patent No.  | Relevant Disclosure in United States Patent Application 09/995,278 by Saliba   |
|-------|--|--|
| No,   | 6.993,572  | ("Saliba ' 278")   |
|       | 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. | 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. |

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## Comparison of U.S. Patent No. 6,993,572 and United States Patent Application 09/995,278 by Saliba ("Saliba '278")

| Claim<br>No. | Claim Language of U.S. Patent No.<br>6,993,572 | Relevant Disclosure in United States Patent Application 09/995,278 by Saliba ("Saliba '278")   |
|--------------|--|--|
|              |  | 70 48  156 Sept. Name and Logo Bank Address  |
|              |  |  |
|              |  | 7ig. 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 |

## Comparison of U.S. Patent No. 6,993,572 and United States Patent Application 09/995,278 by Saliba ("Saliba '278")

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| Claim | Claim Language of U.S. Patent No.                | Relevant Disclosure in United States Patent Application 09/995,278 by Saliba  |
|-------|--|---|
| No.   | 6,993,572  | ("Saliba '278") 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,<br>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.   |
|       |  | Termined parentieses, the difficulty and due date.  |
|       |  | Saliba '278 ¶ 0041.   |
| 17    | An e commerce outsourcing process                | See 13, supra.  |
|       | comprising the steps of:                         |   |
| 17(a) | storing a look and feel description associated   | See 13(a), supra.   |
|       | with a first website in a data store associated  |   |
|       | with a second website;                           |   |
| 17(b) | including within a web page of the first         | See 13(b), supra.   |
|       | 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  | See 13(b), supra.   |
|       | 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.        | 77 110 001 111 01 1 01 0  |
| 20    | The process of claim 17 wherein the look and     | The billing statement 80 has multiple softkeys or buttons 84 that form  |
|       | feel description comprises data defining a set   | tabbed navigation points to facilitate quick movement from one section of   |
|       | of navigational links, used on at least some of  | the bill to another. In this example, there is a "Summary" tab that   |
|       | the web pages of the first website, each of      | references the billing page shown in the figure. Activation of a "Details"  |
|       | which links link to specific web pages of the    | tab (via a mouse pointer, for example) changes the screen from the  |

#### Comparison of U.S. Patent No. 6,993,572 and United States Patent Application 09/995,278 by Saliba ("Saliba '278")

| Claim Claim Language o | 2.S. Patent No. Relevant Disclosure in United States Patent Application 09/995,278 by Saliba ("Saliba '278")   |
|------------------------|--|
| first website.         | summary page to one or more pages itemizing the billing transactions. A<br>"Customer Service" tab switches to a page giving instructions on how to<br>access customer service. |
|                        | Saliba '278 ¶ 0043.  |

#### Comparison of U.S. Patent No. 6,993,572 and United States Patent Application 09/995,278 by Saliba ("Saliba '278")

| Claim | Claim Language of U.S. Patent No.  | Relevant Disclosure in United States Patent Application 09/995,278 by Saliba   |
|-------|--|--|
| No.   | 6,993,572  | ("Saliba '278")  |
| 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. | 50 48  Microsoft Indonest Explaner  Bank Name and Logo Dark Address  50 50 Checking Account Balance  7 Servings Account Balance 7 Servings Account Balance 60 7 Selling Statements |
|       |  | "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             |

## Comparison of U.S. Patent No. 6,993,572 and United States Patent Application 09/995,278 by Saliba ("Saliba '278")

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| Claim<br>No. | Claim Language of U.S. Patent No.<br>6,993,572 | Relevant Disclosure in United States Patent Application 09/995,278 by Saliba (**Saliba '278*)   |
|--------------|--|---|
|              |  | particular format or stylistic schema, background color or texture, slogans, and so forth." Saliba '278 ¶ 0038.   |
|              |  | 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. |
|              |  | Saliba '278 ¶ 0041.   |
|              |  | 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.   |
|              |  | Saliba 2278 ¶ 0043  |

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## Comparison of U.S. Patent No. 6,993,572 and United States Patent Application 09/995,278 by Saliba ("Saliba '278")

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| 23 | The process of claim 17 wherein the            | According to one aspect of this invention, the financial institution has a          |
|----|--|---|
|    | commerce object is a set of product categories | Web server to support its Web site. The server presents a home page that            |
|    | and further comprising accepting search        | allows its customers to select different services, such as examining a              |
|    | parameters through the composite web page      | checking or savings account balance, or conducting a funds transfer. These          |
|    | and using said parameters to search for        | services are supported locally at the financial institution, s Web site. The        |
|    | specific products within the product           | home page also offers, however, an option to view customer-specific data,           |
|    | categories.                                    | 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.   |
|    |  | The <flags> value is a 32 digit decimal number. Each digit is interpreted</flags>   |
|    |  | as a flag indicating that a certain type or status of item should be present.       |
|    |  | Digits 1-16 represent types that can be returned such as bills, statements,         |
|    |  | and notices. Digits 17-32 represent statuses that can be returned such as           |
|    |  | current, payment scheduled, payment delivered, filed, past due, or new.             |
|    |  | Saliba '278¶ 0092.  |

#### Comparison of U.S. Patent No. 6,993,572 and the CompuServe Information Service ("CIS")

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 CompuServe Information Service ("CIS") anticipates and/or renders obvious, alone or in combination with other prior art identified in Defendants' Amended Invalidity Contentions, the asserted claims as described in part below.

| Claim<br>No. | Claim Language of U.S. Patent No. 6,993,572   | Relevant Disclosure in CIS   |
|--------------|---|--|
| 13           | An e commerce outsourcing system comprising:  | CIS is built on a multi-level client-server architecture model wherein CIS performs, in different scenarios, as a Host Site and an Outsource Provider as described in the '135 patent.   |
|              |   | In a first scenario, CIS incorporates links to e-commerce outsource providers into CIS content pages. For instance, CIS incorporates links to EasySabre, Travelshopper and other gateway service providers, each of which performs the role of Outsource Provider as described in the '135 patent. EasySabre, Travelshopper and other gateway services providers provide a platform for e-commerce support for a plurality of sites in a customer-transparent manner. In this scenario, visitors accessing sites operated by EasySabre, Travelshopper and other gateway service providers are presented with a look and feel similar to CIS. |
|              |   | In a second (alternative) scenario, CIS provides e-commerce services to a plurality of merchants and other third parties in a customer-transparent manner wherein look and feel is adapted for each merchant site.   |
|              |   | See, e.g., Charles Bowen & David Peyton, How to Get the Most Out of CompuServe (5th ed. 1993) ("Bowen & Peyton"); Fill H. Elisworth & Matthew V. Elisworth, Using CompuServe (1994) ("Elisworth & Elisworth").   |
| 13(a)        | a data store including a look and feel description<br>associated with a host web page having a link<br>correlated with a commerce object; and | In the First Scenario, EasySabre, Travelshopper and other gateway service providers capture the look and feel description of CompuServe (for instance, page layouts and standard navigation means) in a manner such that visitors accessing those services have the impression that the site is hosted by CIS, when in fact the content, where CIS users connect to IQUEST servers and are served content as if they were still connected to CIS. See, e.g., Ellsworth & Ellsworth 316-29. The look and feel description is saved in a database, server, or data store.  |

#### Comparison of U.S. Patent No. 6,993,572 and U.S. Patent No. 6,330,575 to Moore

| Claim<br>No. | Claim Language of U.S. Patent No. 6,993,572   | Relevant Disclosure in CIS  |
|--------------|---|---|
|              |   | In the second scenario, merchants and other content providers deliver information to visitors of CIS in a manner such that the look and feel can be adapted to the specification of that merchant. Examples of this scenario include Electronic Mall merchants and branded information content providers, such as PC Magazine, Consumer Reports, Time Magazine, The Associated Press and others. The look and feel description is saved in a database, server, or data store. |
|              |   | See, e.g., [DFDNT0001349-65], [DFDNT_CD_0001] and Elisworth & Elisworth 415 25.   |
|              |   | See, e.g., Ellsworth & Ellsworth, [DFDNT_CD_0001] and CS-1587B. See also U.S. Patent 5,737,538, HMI_01.PDF, and [DFDNT0001429-1529].  |
|              |   | For instance, in CIS, the BUILD/DPPGEN software accepts input files for each Mall Store or Travel Service and generates the look and feel for that store or service for the CIS environment and stores code corresponding to the look and feel description at a CompuServe server.  |
|              |   | See, e.g., BUILD/DPPGEN source code and [DFDNT0001349-65].  |
| 13(b)        | a computer processor coupled to the data store<br>and in communication through the Interuet with<br>the host web page and programmed, upon  | For instance, in CIS, the look and feel comes from a CIS host and content comes from the Mall Store or Travel Service host.   |
|              | receiving an indication that the link has been activated by a visitor computer in Internet  | See, e.g., [DFDNT_CD_0001] and Ellsworth & Ellsworth.   |
|              | communication with the host web page, to serve<br>a composite web page to the visitor computer<br>with a look and feel based on the look and feel<br>description in the data store and with content | In CIS, the visitor computer is served with e-commerce supported pages having the look and feel of the CIS but with content from the gateway service provider or other merchants.   |
|              | based on the commerce object associated with the link.  | See, e.g., Eilsworth & Eilsworth 421, [DFDNT_CD_0001].  |
| 17           | An e commerce outsourcing process comprising the steps of:  | See 13, supra.  |
| 17(a)        | storing a look and feel description associated  | See 13(a), supra.   |

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### Comparison of U.S. Patent No. 6,993,572 and U.S. Patent No. 6,330,575 to Moore

-1-

| Claim<br>No. | Claim Language of U.S. Patent No. 6,993,572  | Relevant Disclosure in CIS  |
|--------------|--|---|
|              | with a first website in a data store associated with a second website;   |   |
| 17(b)        | including within a web page of the first website,<br>which web page has a look and feel substantially<br>corresponding to the stored look and feel<br>description, a link correlating the web page with<br>a commerce object; and  | See 13(b), supra.   |
| 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.  | See 13(b), supra.   |
| 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.   | Many CIS pages were rendered with a plurality of visually perceptible elements, including navigational links.  See, e.g., Bowen & Peyton, Ellsworth & Ellsworth, [DFDNT0001349-65] and [DFDNT_CD_0001]. |
| 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. |   |
| 23           | The process of claim 17 wherein the commerce   |   |

## Comparison of U.S. Patent No. 6,993,572 and U.S. Patent No. 6,330,575 to Moore

| Claim No. Claim Language of U.S. Patent No. 6,993,572  | Relevant Disclosure in CIS |
|--|----------------------------|
| object is a set of product categories and further<br>comprising accepting search parameters through<br>the composite web page and using said<br>parameters to search for specific products within<br>the product categories. |                            |

#### Invalidity Contentions for U.S. Patent No. 6,993,572 35 U.S.C. §112

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 claims of U.S. Patent No. 6,993,572 are invalid under 35 U.S.C. §112 for the reasons stated below. In addition, the '572 Patent is not enabled under 35 U.S.C. §112 for the reasons described in Defendants' Amended Invalidity Contentions.

| Claim<br>No. | Claim Language of U.S. Patent No. 6,993,572   | Indefiniteness under Section 112  |
|--------------|---|---|
| 13           | An e commerce outsourcing system comprising:  |   |
| 13(a)        | a data store including a look and feel description<br>associated with a host web page having a link<br>correlated with a commerce object; and   |   |
| 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 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. | The phrase "a computer processor in communication through the Internet with the host web page" is indefinite, is not enabled or otherwise supported by the Specification. The Specification teaches "a communication link to a visitor computer" (e.g., column 4, lines 50-51 and 62-63 and column 5, lines 1-2), but does not teach a computer processor in communication through the Internet with the host web page. |
| 17           | An e commerce outsourcing process comprising the steps of:  |   |
| 17(a)        | storing a look and feel description associated<br>with a first website in a data store associated<br>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 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   | The phrase "serving to the visitor computer from the second website" is indefinite and is not supported by the Specification. The Specification describes processors,   |

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## Comparison of U.S. Patent No. 6,993,572 and U.S. Patent No. 6,141,666 to Tobin ("Tobin") combined with U.S. Patent Application No. 09/995,178 to Saliba et al. ("Saliba"), and U.S. Patent No. 6,128,655 to Fields ("Fields")

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, U.S. Patent No. 6,141,666 to Tobin combined with U.S. Patent Application No. 09/995,178 to Saitba et al. and U.S. Patent No. 6,128,655 to Fields renders obvious the asserted claims as described in part below. See Defendants' Invalidity Contents for an explanation of the reasons for combining Tobin, Saliba, and Fields.

| Claim<br>No. | Claim Language of U.S. Patent No. 6,993,572   | Relevant Disclosures   |
|--------------|---|--|
| 13           | An e commerce outsourcing system comprising:  | See Ex. 17B, at 13.<br>See Ex. 31B, at 13.<br>See Ex. 18B, at 13.          |
| 13(a)        | a data store including a look and feel description<br>associated with a host web page having a link<br>correlated with a commerce object; and   | See Ex. 17B, at 13(a).<br>See Ex. 31B, at 13(a).<br>See Ex. 18B, at 13(a). |
| 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 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. | See Ex. 17B, at 13(b). See Ex. 31B, at 13(b). See Ex. 18B, at 13(b).       |
| 17           | An e commerce outsourcing process comprising the steps of:  | See Ex. 17B, at 17. See Ex. 31B, at 17. See Ex. 18B, at 17. See 13, supra. |

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#### Invalidity Contentions for U.S. Patent No. 6,993,572 35 U.S.C. §112

| Claim<br>No. | Claim Language of U.S. Patent No. 6,993,572  | Indefiniteness under Section 112  |
|--------------|--|---|
|              | 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. | computer systems, systems, servers, and computers "serving" web pages (see e.g., column 4, line 64 though column 6, line 14 and column 26, lines 9-14), but the Specification does not describe second website as "serving" anything. Furthermore, the phrase "serving to the visitor computer from the second website" does not make sense to a person of ordinary skill in the 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.             |   |
| 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<br>some of the web pages of the first website;  |   |
| 21(b)        | a color scheme used on at least some of the web<br>pages of the first website;   |   |
| 21(c)        | a page layout used on at least some of the web   |   |
| 21(d)        | navigational links, used on at least some of the<br>web pages of the first website, each of which<br>links link to specific web pages of the first<br>website.   |   |
| 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.    |   |

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### Comparison of U.S. Patent No. 6,993,572, Tobin, Saliba, and Fields

| Claim<br>No. | Claim Language of U.S. Patent No. 6,993,572               | Relevant Disclosures    |
|--------------|---|-------------------------|
| 17(a)        | storing a look and feel description associated            | See Ex. 17B, at 17(a).  |
|              | with a first website in a data store associated           | See Ex. 31B, at 17(a).  |
|              | with a second website;                                    | See Ex. 18B, at 17(a).  |
|              |   | See 13(a), supra.       |
| 17(b)        | including within a web page of the first website,         | See Ex. 17B, at 17(b).  |
| ` '          | which web page has a look and feel substantially          | See Ex. 31B, at 17(b).  |
|              | corresponding to the stored look and feel                 | See Ex. 18B, at 17(b).  |
|              | description, a link correlating the web page with         | . ,,                    |
|              | a commerce object; and                                    | See 13(b), supra.       |
| 17(c)        | upon receiving an activation of the link from a           | See Ex. 17B, at 17(c).  |
|              | visitor computer to which the web page has been           | See Ex. 31B, at 17(c).  |
|              | served, sewing to the visitor computer from the           | See Ex. 18B, at 17(c).  |
|              | second website a composite web page having a              |                         |
|              | look and feel corresponding to the stored look            | See 13(b), supra.       |
|              | and feel description of the first website and             |                         |
|              | having content based on the commerce object               |                         |
| •            | associated with the link.                                 | 0 T 45D 40              |
| 20           | The process of claim 17 wherein the look and              | See Ex. 17B, at 20.     |
|              | feel description comprises data defining a set of         | See Ex. 31B, at 20.     |
|              | navigational links, used on at least some of the          | See Ex. 18B, at 20.     |
|              | web pages of the first website, each of which             |                         |
|              | links link to specific web pages of the first<br>website. |                         |
| 21           | The process of claim 17 wherein the look and              | See Ex. 17B, at 21.     |
| 21           | feel description comprises data defining:                 | See Ex. 31B, at 21.     |
|              | reer description comprises data defining.                 | See Ex. 18B, at 21.     |
|              |   |                         |
| 21(a)        | a logo associated with and displayed on at least          | See Ex. 17B, at 21(a).  |
| '            | some of the web pages of the first website;               | See Ex. 31B, at 21(a).  |
|              |   | See Ex. 18B, at 21(a).  |
| 21(b)        | a color scheme used on at least some of the web           | See Ex. 17B, at 21(b).  |
| 21(0)        | pages of the first website;                               | See Ex. 31B, at 21(b).  |
|              | pages of the most record,                                 | DOU DATE OF THE SELECT. |

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#### Comparison of U.S. Patent No. 6,993,572, Tobin, Saliba, and Fields

| Claim<br>No. | Claim Language of U.S. Patent No. 6,993,572   | Relevant Disclosures   |
|--------------|---|--|
| 21(c)        | a page layout used on at least some of the web<br>pages of the first website; and   | See Ex. 17B, at 21(c).<br>See Ex. 31B, at 21(c).<br>See Ex. 18B, at 21(c). |
| 21(d)        | navigational links, used on at least some of the<br>web pages of the first website, each of which<br>links link to specific web pages of the first<br>website.  | See Ex. 17B, at 21(d).<br>See Ex. 31B, at 21(d).<br>See Ex. 18B, at 21(d). |
| 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. | See Ex. 17B, at 23.<br>See Ex. 18B, at 23.                                 |

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## Comparison of the U.S. Patent No. 6,993,572 with U.S. Patent No. 5,870,717 "System for ordering items over computer network using an electronic catalog" combined with the Travelocity 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, U.S. Patent No. 5,870,717 combined with U.S. Patent No. the Travelocity Prior Art renders obvious the asserted claims as described in part below.

According to Plaintiff's Amended Infringement Contentions regarding Travelocity, there is a motivation to combine the Travelocity's Prior Art with Wiecha '717 because both are related to e-commerce outsourcing processes for selling commerce items over a computer network and thus are in the same field of endeavor. The Travelocity Prior Art brought together merchants, retailers, and customers enabling them to sell and deliver products via the Internet through vendor websites. See Revised Exhibit SB. Similarly, Wiecha discloses a corporate computer network for ordering products from numerous electronic catalogs that are accessible by employees of that corporation. See Wiecha at Abstract. The employees may research, select, and process the purchase of the products provided in the electronic catalogs. Both the Travelocity Prior Art and Wiecha disclose electronic commerce systems that are directed to efficiently seling commerce objects through a computer network.

| Claim | Claim Language of U.S. Patent No. 6,993,572   | Relevant Disclosures <sup>1</sup> |  |
|-------|---|-----------------------------------|--|
| No.   |   | Travelocity/Yahoo! Prior Art      | U.S. Patent No. 5,870,717                    |
| 13    | An e commerce outsourcing system comprising:  | See Revised Ex. 8B, at 13.        | See Revised Ex. 6B, at 13.                   |
|       |   | DFNDT000388-412                   | Wiecha '717, 3:10-28<br>Wiecha '717, 4:14-25 |
|       |   |                                   | Figs. 3-4, 6, 1:57 – 2:19                    |
| 13(a) | a data store including a look and feel description<br>associated with a host web page having a link | See Revised Ex. 8B, at 13(a).     | See Revised Ex. 6B, at 13(a).                |
|       | correlated with a commerce object; and  | DFNDT000423-428                   | Wiecha '717, 5:34 - 6:25                     |
|       |   | DFNDT000388-412                   | Figs. 7-10                                   |
|       |   | DFNDT000413-422                   |  |
| 13(b) | a computer processor coupled to the data store<br>and in communication through the Internet with    | See Revised Ex. 8B, at 13(b).     | See Revised Ex. 6B, at 13(b).                |
|       | the host web page and programmed, upon  | DFNDT000388-412                   | Wiecha '717, 3:10-28                         |
|       | receiving an indication that the link has been  | DFNDT000413-422                   | Wiecha '717, 4:64 - 5:3                      |
|       | activated by a visitor computer in Internet   | DFNDT000423-428                   | Wiecha '717, 8:24-53                         |
|       | communication with the host web page, to serve  | DFNDT000429-432                   | Wiecha '717, 5:34 - 6:25                     |
|       | a composite web page to the visitor computer  |                                   | Figs. 6-10                                   |
|       | with a look and feel based on the look and feel   |                                   | -  |

<sup>&</sup>lt;sup>1</sup> SPECIFIC CITATIONS TO THE RELEVANT DISCLOSURES ARE PROVIDED IN EXHIBITS 08B (TRAVELOCITY) AND 06B (\*717 PATENT) TO DEFENDANTS' REVISED INVALIDITY CONTENTIONS

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## Comparison of the U.S. Patent No. 6,993,572 with U.S. Patent No. 5,870,717 "System for ordering items over computer network using an electronic catalog" combined with the Travelocity Prior Art

| Claim | Claim Language of U.S. Patent No. 6,993,572   | Relevant Disclosures <sup>1</sup>          |  |
|-------|---|--|--|
| No.   |   | Travelocity/Yahoo! Prior Art               | U.S. Patent No. 5,870,717  |
|       | description in the data store and with content<br>based on the commerce object associated with<br>the link.   |  |  |
| 17    | An e commerce outsourcing process comprising the steps of:  | See Revised Ex. 8B, at 17.                 | See Revised Ex. 6B, at 17.   |
|       | ,   | DFNDT000388-412                            | Wiecha '717, 3:10-28<br>Wiecha '717, 4:14-25<br>Wiecha '717, 1:57-2:19; Figs. 3-4, 6 |
| 17(a) | storing a look and feel description associated<br>with a first website in a data store associated<br>with a second website;   | See 13(a), supra.                          | See 13(a), supra.  |
| 17(b) | including within a web page of the first website,<br>which web page has a look and feel substantially<br>corresponding to the stored look and feel<br>description, a link correlating the web page with<br>a commerce object; and   | See 13(b), supra.                          | See 13(b), supra.  |
| 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. | See 13(b), supra.                          | See 13(b), supra.  |
| 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.  | See Revised Ex. 8B, at 20. DFNDT000413-422 | See Revised Ex. 6B, at 20. Wiccha '717, 2:37-46                                      |
| 21    | The process of claim 17 wherein the look and feel description comprises data defining:  | See Revised Ex. 8B, at 17.                 | See Revised Ex. 6B, at 17.   |

## Comparison of the U.S. Patent No. 6,993,572 with U.S. Patent No. 5,870,717 "System for ordering items over computer network using an electronic catalog" combined with the Travelocity Prior Art

| Claim |   | Relevant                           | Disclosures <sup>1</sup>      |
|-------|---|------------------------------------|-------------------------------|
| No.   | Claim Language of U.S. Patent No. 6,993,572   | Travelocity/Yahoo! Prior Art       | U.S. Patent No. 5,870,717     |
| 21(a) | a logo associated with and displayed on at least<br>some of the web pages of the first website;   | See Revised Ex. 8B, at 21(a).      | See Revised Ex. 6B, at 21(a). |
|       | ,   | DFNDT000388-412<br>DFNDT000413-422 | Wiecha '717, 2:37-46          |
| 21(b) | a color scheme used on at least some of the web<br>pages of the first website;                    | See Revised Ex. 8B, at 21(b).      | See Revised Ex. 6B, at 21(b). |
|       |   | DFNDT000413-422                    | Wiecha '717, 2:37-46          |
| 21(c) | a page layout used on at least some of the web<br>pages of the first website; and                 | See Revised Ex. 8B, at 21(c).      | See Revised Ex. 6B, at 21(c). |
|       |   | DFNDT000388-412                    | Wiecha '717, 2:37-46          |
|       |   | DFNDT000413-422                    |                               |
|       |   | DFNDT000429-432                    |                               |
| 21(d) | navigational links, used on at least some of the<br>web pages of the first website, each of which | See Revised Ex. 8B, at 21(d).      | See Revised Ex. 6B, at 21(d). |
|       | links link to specific web pages of the first website.  | DFNDT000413-422                    | Wiecha '717, 2:37-46          |
| 23    | The process of claim 17 wherein the commerce object is a set of product categories and further    | See Revised Ex. 8B, at 23.         | See Revised Ex. 6B, at 23.    |
|       | comprising accepting search parameters through  | DFNDT000388-412                    | Wiecha '717, 8:39-60          |
|       | the composite web page and using said   | DFNDT000413-422                    |                               |
|       | parameters to search for specific products within the product categories.                         | DFNDT000423-428                    |                               |

#### Comparison of U.S. Patent No. 6,993,572 and United States Patent Application 09/995,278 by Saliba ("Saliba '278") combined with the Digital River Secure Sales System ("Digital River SSS")

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 combined with Digital River SSS renders obvious the asserted claims as described in part below.

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, multiple financial institutions. See Saliba '278 at Abstract. The Digital River Secure Sales System 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.

| Claim<br>No. | Claim Language of U.S. Patent No.<br>6,993,572  | Relevant Disclosures      |
|--------------|---|---------------------------|
| 13           | An e commerce outsourcing system                | See Ex. 9B, at 1.         |
|              | comprising:                                     | See Ex. 31B, at 1.        |
| 13(a)        | a data store including a look and feel          | See Ex. 9B, at 1(b).      |
|              | description associated with a host web page     | See Ex. 31B, at 1(b).     |
|              | having a link correlated with a commerce        |                           |
|              | object; and                                     |                           |
| 13(b)        | a computer processor coupled to the data store  | See Ex. 9B, at 1(c)-(d).  |
|              | and in communication through the Internet       | See Ex. 31B, at 1(c)-(d). |
|              | 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.                       |                           |
| 17           | An e commerce outsourcing process               | See 13, supra.            |
|              | comprising the steps of:                        |                           |
| 17(a)        | storing a look and feel description associated  | See 13(a), supra.         |
|              | with a first website in a data store associated |                           |
|              | with a second website;                          |                           |

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## Comparison of U.S. Patent No. 6,993,572 and United States Patent Application 09/995,278 by Saliba ("Saliba '278") combined with the Digital River Secure Sales System ("Digital River SSS")

| Claim<br>No. | Claim Language of U.S. Patent No.<br>6,993,572 | Relevant Disclosures |
|--------------|--|----------------------|
|              | and further comprising accepting search        |                      |
|              | parameters through the composite web page      |                      |
|              | and using said parameters to search for        |                      |
|              | specific products within the product           |                      |
|              | categories.                                    |                      |

## Comparison of U.S. Patent No. 6,993,572 and United States Patent Application 09/995,278 by Saliba ("Saliba '278") combined with the Digital River Secure Sales System ("Digital River SSS")

| Claim | Claim Language of U.S. Patent No.                | Relevant Disclosures |
|-------|--|----------------------|
| No.   | 6,993,572  | CORVEN DISCHBEION    |
| 17(b) | including within a web page of the first         | See 13(b), supra.    |
|       | 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  | See 13(b), supra.    |
|       | 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.        |                      |
| 20    | The process of claim 17 wherein the look and     | See Ex. 9B, at 20.   |
|       | feel description comprises data defining a set   | See Ex. 31B, at 20.  |
|       | 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.                                   |                      |
| 21    | The process of claim 17 wherein the look and     | See Ex. 9B, at 21.   |
|       | feel description comprises data defining: a) a   | See Ex. 31B, at 21.  |
|       | 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.                  | G T OD 120           |
| 23    | The process of claim 17 wherein the              | See Ex. 9B, at 23.   |
|       | commerce object is a set of product categories   | See Ex. 31B, at 23.  |

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## Comparison of the U.S. Patent No. 6,993,572 and Digital River Secure Sales System Prior Art combined with U.S. Patent No. 5,870,717 to Wiecha ("Wiecha")

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 Prior Art combined with U.S. Patent No. 5,870,717 renders obvious the asserted claims as described in part below.

According to Plaintiff's Infringement Contentions regarding the Digital River System, there is a motivation to combine the Digital River Secure Sales System Prior Art with Wiecha because both are related to e-commerce outsourcing processes for selling commerce items over a computer network and thus are in the same field of endeavor. The Digital River Secure Sales System brought together manufacturers and dealers enabling them to sell and deliver products via the Internet through vendor websites. See Exhibit 9B. Similarly, Wiecha discloses a corporate computer network for ordering products from numerous electronic catalogs that are accessible by employees of that corporation. See Wiecha at Abstract. The employees may research, select, and process the purchase of the products provided in the electronic catalogs. Both the Digital River Secure Sales System and Wiecha disclose electronic commerce systems that are directed to efficiently selling commerce objects through a computer network.

| Claim<br>No. | Claim Language of U.S. Patent No. 6,993,572   | Relevant Disclosures  |
|--------------|---|---|
| 13           | An e commerce outsourcing system comprising:  | See Ex. 9B, at 1.<br>See Ex. 6B, at 1.                                  |
| 13(a)        | a data store including a look and feel description<br>associated with a host web page having a link<br>correlated with a commerce object; and   | See Ex. 9B, at 13(a).<br>See Ex. 6B, at 13(a).<br>See also 1(b), supra. |
| 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 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. | See Ex. 9B, at 13(b). See Ex. 6B, at 13(b). See also 1(c)-1(d), supra.  |
| 17           | An e commerce outsourcing process comprising the steps of:  | See 1, supra.   |
| 17(a)        | storing a look and feel description associated with a first website in a data store associated  | See 13(a), supra.   |

## Comparison of the U.S. Patent No. 6,993,572 and Digital River Secure Sales System Prior Art combined with U.S. Patent No. 5,870,717 to Wiecha ("Wiecha")

| Claim<br>No. | Claim Language of U.S. Patent No. 6,993,572   | Relevant Disclosures                           |
|--------------|---|--|
|              | with a second website;  |  |
| 17(b)        | including within a web page of the first website,<br>which web page has a look and feel substantially<br>corresponding to the stored look and feel<br>description, a link correlating the web page with<br>a commerce object; and   | See 13(b), supra.                              |
| 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. | See 13(b), supra.                              |
| 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.  | See Ex. 9B, at 20.<br>See Ex. 6B, at 20.       |
| 21           | The process of claim 17 wherein the look and feel description comprises data defining:  | See Ex. 9B, at 21.<br>See Ex. 6B, at 21.       |
| 21(a)        | a logo associated with and displayed on at least<br>some of the web pages of the first website;   | See Ex. 9B, at 21(a).<br>See Ex. 6B, at 21(a). |
| 21(b)        | a color scheme used on at least some of the web<br>pages of the first website;  | See Ex. 9B, at 21(b).<br>See Ex. 6B, at 21(b). |
| 21(c)        | a page layout used on at least some of the web<br>pages of the first website; and   | See Ex. 9B, at 21(c).<br>See Ex. 6B, at 21(c). |
| 21(d)        | navigational links, used on at least some of the<br>web pages of the first website, each of which<br>links link to specific web pages of the first<br>website.  | See Ex. 9B, at 21(d).<br>See Ex. 6B, at 21(d). |

## Comparison of the U.S. Patent No. 6,993,572 and Digital River Secure Sales System Prior Art combined with U.S. Patent No. 5,870,717 to Wiecha ("Wiecha")

| Claim<br>No. | Claim Language of U.S. Patent No. 6,993,572   | Relevant Disclosures                     |
|--------------|---|--|
| 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. | See Ex. 9B, at 23.<br>See Ex. 6B, at 23. |

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## Comparison of U.S. Patent No. 6,993,572 and United States Patent Application 09/995,278 by Saliba ("Saliba '278") combined with United States Patent Number 6,330,575 to Moore ("Moore '575")

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 combined with United States Patent Number 6,330,575 renders obvious the asserted claims as described in part below.

There is motivation to combine Saliba '278 and Moore '575 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, multiple financial institutions. See Saliba '278 at Abstract. Moore '575 discloses development applications for a merchant to utilize in the design of its Web page or Web site that allow the merchant to become part of a distributed Internet commerce system for selling its products. See Moore '575 at Abstract. Both Saliba '278 and Moore '575 disclose electronic commerce systems that are directed to offering commerce objects over the Internet.

| Claim<br>No. | Claim Language of U.S. Patent No.<br>6.993,572  | Relevant Disclosures      |
|--------------|---|---------------------------|
| 13           | An e commerce outsourcing system                | See Ex. 1B, at 1.         |
|              | comprising:                                     | See Ex. 31B, at 1.        |
| 13(a)        | a data store including a look and feel          | See Ex. 1B, at 1(b).      |
|              | description associated with a host web page     | See Ex. 31B, at 1(b).     |
|              | having a link correlated with a commerce        |                           |
|              | object; and                                     |                           |
| 13(b)        | a computer processor coupled to the data store  | See Ex. 1B, at 1(c)-(d).  |
|              | and in communication through the Internet       | See Ex. 31B, at 1(c)-(d). |
|              | 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.                       |                           |
| 17           | An e commerce outsourcing process               | See 13, supra.            |
|              | comprising the steps of:                        |                           |
| 17(a)        | storing a look and feel description associated  | See 13(a), supra.         |
|              | with a first website in a data store associated |                           |

## Comparison of U.S. Patent No. 6,993,572 and United States Patent Application 09/995,278 by Saliba ("Saliba '278") combined with United States Patent Number 6,330,575 to Moore ("Moore '575")

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| Claim | Claim Language of U.S. Patent No.  | Relevant Disclosures                      |
|-------|--|---|
| No.   | 6,993,572  | Reresaire Disclosures                     |
|       | with a second website;   |   |
| 17(b) | including within a web page of the first<br>website, which web page has a look and feel<br>substantially corresponding to the stored look<br>and feel description, a link correlating the web<br>page with a commerce object; and  | See 13(b), supra.                         |
| 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.  | See 13(b), supra.                         |
| 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.   | See Ex. 1B, at 20.<br>See Ex. 31B, at 20. |
| 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, 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. | See Ex. 31B, at 21. See Ex. 31B, at 21.   |
| 23    | The process of claim 17 wherein the  | See Ex. 1B, at 23.                        |

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## Comparison of U.S. Patent No. 6,993,572 and United States Patent Application 09/995,278 by Saliba ("Saliba '278") combined with United States Patent Number 6,330,575 to Moore ("Moore '575")

| Claim<br>No, | Claim Language of U.S. Patent No.<br>6,993,572 | Relevant Disclosures |
|--------------|--|----------------------|
|              | commerce object is a set of product categories | See Ex. 31B, at 23.  |
|              | and further comprising accepting search        |                      |
|              | parameters through the composite web page      |                      |
|              | and using said parameters to search for        |                      |
|              | specific products within the product           |                      |
|              | categories.                                    |                      |

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## $Comparison \ of \ U.S.\ Patent\ No.\ 6,993,572,\ Sextoy,\ Saliba,\ and\ Fields$

| Claim<br>No. | Claim Language of U.S. Patent No. 6,993,572   | Relevant Disclosures  |
|--------------|---|---|
| 17(a)        | storing a look and feel description associated<br>with a first website in a data store associated<br>with a second website;   | See Ex. 24B, at 17(a).<br>See Ex. 31B, at 17(a).<br>See Ex. 18B, at 17(a).<br>See 13(a). supra. |
| 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 Ex. 24B, at 17(b). See Ex. 31B, at 17(b). See Ex. 18B, at 17(b). See 13(b), supra.          |
| 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. | See Ex. 24B, at 17(c). See Ex. 31B, at 17(c). See Ex. 18B, at 17(c). See 13(c), supra.          |
| 20           | The process of claim 17 wherein the look and feel description comprises data defining a set of navigational links, used on at iteast some of the web pages of the first website, each of which links link to specific web pages of the first website.   | See Ex. 24B, at 20.<br>See Ex. 31B, at 20.<br>See Ex. 18B, at 20.                               |
| 21           | The process of claim 17 wherein the look and feel description comprises data defining:  | See Ex. 24B, at 21.<br>See Ex. 31B, at 21.<br>See Ex. 18B, at 21.                               |
| 21(a)        | a logo associated with and displayed on at least<br>some of the web pages of the first website;   | See Ex. 24B, at 21(a).<br>See Ex. 31B, at 21(a).<br>See Ex. 18B, at 21(a).                      |
| 21(b)        | a color scheme used on at least some of the web   | See Ex. 24B, at 21(b).  |

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## Comparison of U.S. Patent No. 6,993,572 and Sextoy.com Prior Art ("Sextoy") combined with U.S. Patent Application No. 09/995,278 to Saliba ("Saliba") and U.S. Patent No. 6,128,655 to Fields ("Fields")

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, Sextoy combined with U.S. Patent Application No. 09/995,278 to Saliba, and U.S. Patent No. 6,128,655 to Fields renders obvious the asserted claims as described in part below. See Defendants' Invalidity Contentions for an explanation of the reasons for combining the teachings of Sextoy, Saliba, and Fields

| Claim<br>No. | Claim Language of U.S. Patent No. 6,993,572   | Relevant Disclosures   |
|--------------|---|--|
| 13           | An e commerce outsourcing system comprising:  | See Ex. 24B, at 13.<br>See Ex. 31B, at 13.<br>See Ex. 18B, at 13.          |
| 13(a)        | a data store including a look and feel description<br>associated with a host web page having a link<br>correlated with a commerce object; and   | See Ex. 24B, at 13(a).<br>See Ex. 31B, at 13(a).<br>See Ex. 18B, at 13(a). |
| 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 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. | See Ex. 24B, at 13(b). See Ex. 31B, at 13(b). See Ex. 18B, at 13(b).       |
| 17           | An e commerce outsourcing process comprising the steps of:  | See Ex. 24B, at 17. See Ex. 31B, at 17. See Ex. 18B, at 17. See 17, supra. |

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### Comparison of U.S. Patent No. 6,993,572, Sextoy, Saliba, and Fields

| Claim Language of U.S. Patent No. 6,993,572   | Relevant Disclosures  |
|---|---|
| pages of the first website;   | See Ex. 31B, at 21(b).<br>See Ex. 18B, at 21.   |
| a page layout used on at least some of the web<br>pages of the first website; and   | See Ex. 24B, at 21(c).<br>See Ex. 31B, at 21(c).<br>See Ex. 18B, at 21.   |
| navigational links, used on at least some of the<br>web pages of the first website, each of which<br>links link to specific web pages of the first<br>website.  | See Ex. 24B, at 21(d).<br>See Ex. 31B, at 21(d).<br>See Ex. 18B, at 21.   |
| 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 | See Ex. 24B, at 23.<br>See Ex. 31B, at 23.<br>See Ex. 18B, at 21.   |
|   | pages of the first website;  a page layout used on at least some of the web pages of the first website; and  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 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 |

## Comparison of U.S. Patent No. 6,993,572 and Lycos.com Prior Art ("Lycos") combined with Internet Scrapbook: Automating Web Browsing Tasks by Demonstration by Atsushi Sugiura ("Internet Scrapbook")

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, Lycos combined with Internet Scrapbook renders obvious the asserted claims as described in part below. See Defendants' Invalidity Contents for an explanation of the reasons for combining Lycos and Internet Scrapbook.

| Claim<br>No. | Claim Language of U.S. Patent No. 6,993,572   | Relevant Disclosures                            |
|--------------|---|---|
| 13           | An e commerce outsourcing system comprising:  | See Ex. 28B, at 13.                             |
|              |   | See 1, supra.                                   |
| 13(a)        | a data store including a look and feel description  | See Ex. 28B, at 13(a).                          |
|              | associated with a host web page having a link<br>correlated with a commerce object; and   | See Ex. 7B, at 13(a).                           |
|              |   | See also 1(b), supra.                           |
| 13(b)        | a computer processor coupled to the data store<br>and in communication through the Internet with  | See Ex. 28B, at 13(b).                          |
| 17           | 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.  An e commerce outsourcing process comprising | See also 1(c)-1(d), supra.  See Ex. 28B, at 17. |
|              | the steps of:   | See Ex. 7B, at 17. See 1, supra.                |
| 17(a)        | storing a look and feel description associated  | See Ex. 28B, at 17(a).                          |
|              | with a first website in a data store associated with a second website;  | See Ex. 7B, at 17(a).                           |
|              |   | See 13(a), supra.                               |
| 17(b)        | including within a web page of the first website,   | See Ex. 28B, at 17(b).                          |
|              | which web page has a look and feel substantially  | See Ex. 7B, at 17(b).                           |

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## $Comparison \ of \ U.S.\ Patent \ No.\ 6,993,572, Lycos, and \ Internet\ Scrapbook$

| Claim No. Claim Language of U.S. Patent No. 6,993,572 | Relevant Disclosures |
|---|----------------------|
| parameters to search for specific products within     |                      |
| the product categories.                               |                      |

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#### Comparison of U.S. Patent No. 6,993,572, Lycos, and Internet Scrapbook

| Claim<br>No. | Claim Language of U.S. Patent No. 6,993,572   | Relevant Disclosures                            |
|--------------|---|---|
|              | corresponding to the stored look and feel<br>description, a link correlating the web page with<br>a commerce object; and  | See 13(b), supra.                               |
| 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. | See Ex. 28B, at 17(c). See 13(b), supra.        |
| 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.  | See Ex. 28B, at 20.<br>See Ex. 7B, at 20.       |
| 21           | The process of claim 17 wherein the look and feel description comprises data defining:  | See Ex. 28B, at 21.<br>See Ex. 7B, at 21.       |
| 21(a)        | a logo associated with and displayed on at least<br>some of the web pages of the first website;   | See Ex. 28B, at 21(a).<br>See Ex. 7B, at 21(a). |
| 21(b)        | a color scheme used on at least some of the web<br>pages of the first website;  | See Ex. 28B, at 21(b).<br>See Ex. 7B, at 21(b). |
| 21(c)        | a page layout used on at least some of the web  | See Ex. 28B, at 21(c).<br>See Ex. 7B, at 21(c). |
| 21(d)        | navigational links, used on at least some of the<br>web pages of the first website, each of which<br>links link to specific web pages of the first<br>website.  | See Ex. 28B, at 21(d).<br>See Ex. 7B, at 21(d). |
| 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   | See Ex. 28B, at 23.                             |

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## Comparison of U.S. Patent No. 6,993,572 and IBM.com Prior Art ("IBM") combined with U.S. Patent Application No. 09/995,278 to Saliba ("Saliba"), and U.S. Patent No. 6,128,655 to Fields ("Fields")

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, IBM combined with U.S. Patent Application No. 09.995,278 to Saliba and U.S. Paten No. 6,128,655 to Fields renders obvious the asserted claims as described in part below. See Defendants' Invalidity Contents for an explanation of the reasons for combining IBM, Saliba, and Fields.

| Claim<br>No. | Claim Language of U.S. Patent No. 6,993,572   | Relevant Disclosures   |
|--------------|---|--|
| 13           | An e commerce outsourcing system comprising:  | See Ex. 27B, at 13.<br>See Ex. 32B, at 13.<br>See Ex. 18B, at 13.          |
| 13(a)        | a data store including a look and feel description<br>associated with a host web page having a link<br>correlated with a commerce object; and   | See Ex. 27B, at 13(a).<br>See Ex. 32B, at 13(a).<br>See Ex. 18B, at 13(a). |
| 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 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. | See Ex. 27B, at 13(b). See Ex. 32B, at 13(b). See Ex. 18B, at 13(b).       |
| 17           | An e commerce outsourcing process comprising the steps of:  | See Ex. 27B, at 17. See Ex. 32B, at 17. See Ex. 18B, at 17. See 13, supra. |
| 17(a)        | storing a look and feel description associated<br>with a first website in a data store associated<br>with a second website;   | See Ex. 27B, at 17(a).<br>See 13(a), supra.                                |

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#### Comparison of U.S. Patent No. 6,993,572, IBM, Saliba, and Fields

| Claim<br>No. | Claim Language of U.S. Patent No. 6,993,572   | Relevant Disclosures   |
|--------------|---|--|
| 17(b)        | including within a web page of the first website,<br>which web page has a look and feel substantially<br>corresponding to the stored look and feel<br>description, a link correlating the web page with<br>a commerce object; and   | See Ex. 27B, at 17(a). See 13(b), supra.                                   |
| 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. | See Ex. 27B, at 17(a). See 13(b), supra.                                   |
| 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.  | See Ex. 27B, at 20.<br>See Ex. 32B, at 20.<br>See Ex. 18B, at 20.          |
| 21           | The process of claim 17 wherein the look and feel description comprises data defining:  | See Ex. 27B, at 21.<br>See Ex. 32B, at 21.<br>See Ex. 18B, at 21.          |
| 21(a)        | a logo associated with and displayed on at least<br>some of the web pages of the first website;   | See Ex. 27B, at 21(a).<br>See Ex. 32B, at 21(a).<br>See Ex. 18B, at 21(a). |
| 21(b)        | a color scheme used on at least some of the web pages of the first website;   | See Ex. 27B, at 21(b).<br>See Ex. 32B, at 21(b).                           |
| 21(c)        | a page layout used on at least some of the web pages of the first website; and  | See Ex. 27B, at 21(c).<br>See Ex. 32B, at 21(c).                           |

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## $Comparison of U.S.\ Patent\ No.\ 6,993,572\ and\ Review\ of\ ShopSite\ Manager\ 3.1\ Prior\ Art\ ("ShopSite\ Prior\ Art")^{1/2}$

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 ShopSite Prior Art anticipates and/or renders obvious, alone or in combination with other prior art identified in Defendants' Amended Invalidity Contentions, the asserted claims as described in part below.

| Claim<br>No. | Claim Language of U.S. Pateut No. 6,993,572   | Relevant Disclosures  |
|--------------|---|---|
| 13           | An e commerce outsourcing system comprising:  | "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 Manager 3.1 meets both of these criteria rather well." ShopSite Review [DFNDT0004668, 004679].  "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." ShopSite Review [DFNDT0004668, 004679]. |
| 13(a)        | a data store including a look and feel description<br>associated with a host web page having a link<br>correlated with a commerce object; and | "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   |

Ralph F. Wilson, Review of ShopSite Manager 3.1, Web Commerce Today, September 15, 1997 [DFNDT0004663-004670; DFNDT0004679-004683]; also see Web Commerce Today, Archives of Back Issues, http://web.archive.org/web/19980207002711http://www.wilsonweb.com/wct1 as archived by the Internet Archive (See note 2) [DFNDT0004658-004659]; also see Web Commerce Today, Archives of Back Issues, http://web.archive.org/web/1998026085558.http://www.wilsonweb.com/wct1/ (June 26, 1998 version of www.wilsonweb.com/wct1 as archived by the Internet Archive (See note 2) [DFNDT0004660-004662]; also see Web Commerce Today, Issue 2, September 15, 1997, http://web.archive.org/web/19980207010723/http://www.wilsonweb.com/wct1/issue2.htm (Feb. 7, 1998 version of www.wiisonweb.com/wct1/issue2.htm as archived by the Internet Archive (See note 2) [DFNDT0004676-004678] (collectively hereinafter, "ShopSite Review").

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Comparison of U.S. Patent No. 6,993,572, IBM, Saliba, and Fields

| Claim<br>No. | Claim Language of U.S. Patent No. 6,993,572   | Relevant Disclosures                             |
|--------------|---|--|
| 21(d)        | navigational links, used on at least some of the<br>web pages of the first website, each of which<br>links link to specific web pages of the first<br>website.  | See Ex. 27B, at 21(d).<br>See Ex. 32B, at 21(d). |
| 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. | See Ex. 27B, at 23.<br>See Ex. 32B, at 23.       |

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#### Comparison of U.S. Patent No. 6,993,572 and ShopSite Prior Art

| Claim<br>No. | Claim Language of U.S. Patent No. 6,993,572 | Relevant Disclosures   |
|--------------|---|--|
|              |   | 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." ShopSite Review [DFNDT0004668, 004681].  |
|              |   | "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." ShopSite Review [DFNDT0004668, 004680].               |
|              |   | "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 Review [DFNDT0004668, 004679].  |
|              |   | "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." ShopSite Review [DFNDT0004668, 004679].  |
|              |   | "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 a separate "Accessories" page)." ShopSite Review [DFNDT0004688, 004680]. |
|              |   | "Next, you can create a "laptop computer" page and place products on this page in any  |

 $<sup>^2 \</sup> For more information about the Internet Archive and web pages archived therein, see Internet Archive Frequently Asked Questions, http://www.archive.org/about/faqs.php. [DFNDT0001590-1633]$ 

### Comparison of U.S. Patent No. 6,993,572 and ShopSite Prior Art

| Claim | Claim Language of U.S. Patent No. 6,993,572   | Relevant Disclosures  |
|-------|---|---|
| No.   |   | 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." ShopSite Review [DFNDT0004668, 004680].  The host is the user of the ShopSite Product, the outsource provider is the ShopSite, and the selected merchant is the supplier, distributor, or manufacturer of the products sold on the user's ShopSite webpage(s). It well-known to a person skilled in the art as of the priority date of the '135 Patent that a website can sell products of third parties as well as the products of the host or the outsource provider.</p>   |
| 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 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 "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." ShopSite Review [DFNDT0004668, 004680].  "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." ShopSite Review [DFNDT0004668, 004680].  "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." ShopSite Review [DFNDT0004668, 004681].</p> |

### Comparison of U.S. Patent No. 6,993,572 and ShopSite Prior Art

| Claim<br>No. | Claim Language of U.S. Patent No. 6,993,572                | Relevant Disclosures   |
|--------------|--|--|
|              |  | "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 Wet 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." ShopSite Review [DFNDT0004668, 004680].               |
|              |  | "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 Review [DFNDT0004668, 004679].   |
|              |  | "ShopSite Manager's "back office" allows the storeowner the ability to update the stor 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." ShopSite Review [DFNDT0004668, 004679].   |
|              |  | "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 a separate "Accessories" page)." ShopSite Review [DFNDT0004668, 004680]. |
| 17           | An e commerce outsourcing process comprising the steps of: | "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  |

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## Comparison of U.S. Patent No. 6,993,572 and ShopSite Prior Art

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| Claim<br>No. | Claim Language of U.S. Patent No. 6,993,572   | Relevant Disclosures  |
|--------------|---|---|
|              |   | Manger 3.1 meets both of these criteria rather well." ShopSite Review [DFNDT0004668, 004679].   |
|              |   | "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." ShopSite Review [DFNDT0004668, 004679].   |
| 17(a)        | storing a look and feel description associated with a first website in a data store associated with a second website; | "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. Bach page also allows a background image, and the ability to link to other pages." ShopSite Review [DFNDT0004668, 004680].   |
|              |   | "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." ShopSite Review [DFNDT0004668, 004680].</p> |
|              |   | "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." ShopSite Review [DFNDT0004668, 004681].                           |
|              |   | "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  |

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## Comparison of U.S. Patent No. 6,993,572 and ShopSite Prior Art

| Claim<br>No. | Claim Language of U.S. Patent No. 6,993,572   | Relevant Disclosures   |
|--------------|---|--|
|              |   | uses cookies to distinguish between shoppers. If a shopper doesn't take cookies, shopper ID defaults to the shopper's IP number." ShopSite Review [DFNDT0004668, 004680].  |
|              |   | "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 Review [DFNDT0004668, 004679].  |
|              |   | "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." ShopSite Review [DFNDT0004668, 004679].  |
|              |   | "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 a separate "Accessories" page)." ShopSite Review [DFNDT0004668, 004680]. |
| 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 | "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        |

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| Claim<br>No. | Claim Language of U.S. Patent No. 6,993,572 | Relevant Disclosures   |
|--------------|---|--|
|              |   | license." ShopSite Review [DFNDT0004668, 004681].  |
|              |   | "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." ShopSite Review [DFNDT0004668, 004680].               |
|              |   | "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 Review [DFNDT0004668, 004679].  |
|              |   | "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." ShopSite Review [DFNDT0004668, 004679].  |
|              |   | "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 a separate "Accessories" page)." ShopSite Review [DFNDT0004668, 004680]. |
|              |   | "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  |

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# Comparison of U.S. Patent No. 6,993,572 and ShopSite Prior Art

| Claim<br>No. | Claim Language of U.S. Patent No. 6,993,572  | Relevant Disclosures   |
|--------------|--|--|
|              |  | 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." ShopSite Review [DFNDT0004668, 004680].  |
|              |  | "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 Review [DFNDT0004688, 004679].  |
|              |  | "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." ShopSite Review [DFNDT0004668, 004679].  |
|              |  | "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 a separate "Accessories" page)." ShopSite Review [DFNDT0004668, 004680]. |
| 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. | "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." ShopSite Review [DFNDT0004668, 004680].  "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                |

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#### Comparison of U.S. Patent No. 6,993,572 and ShopSite Prior Art

| Claim |   |  |
|-------|---|--|
| No.   | Claim Language of U.S. Patent No. 6,993,572   | Relevant Disclosures   |
|       |   | 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." ShopSite Review [DFNDT0004668, 004680].  The host is the user of the ShopSite Product, the outsource provider is the ShopSite, and the selected merchant is the supplier, distributor, or manufacturer of the products sold on the user's ShopSite webpage(s). It well-known to a person skilled in the art as of the priority date of the '135 Patent that a website can sell products of third parties as well as the products of the host or the outsource provider.</p>  |
| 17(e) | 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. | "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." ShopSite Review [DFNDT0004668, 004680].  "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." ShopSite Review [DFNDT0004668, 004680].  "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." ShopSite Review [DFNDT0004668, 004681].  "Each time a set of changes is made to the store, you click on "update" to generate</p> |

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# Comparison of U.S. Patent No. 6,993,572 and ShopSite Prior Art

| Claim<br>No. | Claim Language of U.S. Patent No. 6,993,572   | Relevant Disclosures   |
|--------------|---|--|
| . 1103       |   | 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." ShopSite Review [DFNDT0004668, 004680].</p>   |
| 21           | The process of claim 17 wherein the look and feel description comprises data defining:          | "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." ShopSite Review [DFNDT0004668, 004680].  "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." ShopSite Review [DFNDT0004668, 004680].</p> |
| 21(a)        | a logo associated with and displayed on at least<br>some of the web pages of the first website; | "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." ShopSite Review [DFNDT0004668, 004680].  "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." ShopSite Review [DFNDT0004668, 004680].</p> |
| 21(b)        | a color scheme used on at least some of the web<br>pages of the first website;                  | "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  |

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| Claim<br>No. | Claim Language of U.S. Patent No. 6,993,572  | Relevant Disclosures  |
|--------------|--|---|
|              |  | imagemap or text links, for example. Each page also allows a background image, and the ability to link to other pages." ShopSite Review [DFNDT0004668, 004680].   |
|              |  | "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." ShopSite Review [DFNDT0004668, 004680].</p> |
| 21(c)        | a page layout used on at least some of the web pages of the first website; and   | "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." ShopSite Review [DFNDT0004668, 004680].   |
|              |  | "Next, you can create a "laptop computer" page and place products on this page in an 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 Wet 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." ShopSite Review [DFNDT0004668, 004680].</p>  |
| 21(d)        | navigational links, used on at least some of the<br>web pages of the first website, each of which<br>links link to specific web pages of the first<br>website. | "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." ShopSite Review [DFNDT0004668, 004680].   |
|              |  | "Next, you can create a "laptop computer" page and place products on this page in an 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   |

#### Comparison of U.S. Patent No. 6,993,572 and ShopSite Prior Art

| Claim<br>No. | Claim Language of U.S. Patent No. 6,993,572   | Relevant Disclosures   |
|--------------|---|--|
|              |   | with little HTML skill can still do a great deal, once they learn how to use <p> and <br/> to put breaks between lines." ShopSite Review [DFNDT000468, 004680].</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. | "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." ShopSite Review [DFNDT0004668, 004680].               |
|              |   | "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 a separate "Accessories" page)." ShopSite Review [DFNDT0004668, 004680]. |

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## Comparison of U.S. Patent No. 6,993,572 and ViabWeb ("ViaWeb Prior Art")

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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' produces in Plaintiff's Amended Infringement Contentions served January 23, 2012, the ViaWeb Prior Art anticipates and/or renders obvious, alone or in combination with other prior art identified in Defendants' Amended Invalidity Contentions, the asserted claims as described in part below.

| Claim<br>No. | Claim Language of U.S. Patent No. 6,993,572  | ViaWeb Art Relevant Disclosures  |
|--------------|--|--|
| 13           | An e commerce outsourcing system comprising: | "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." ViaWeb How It Works, http://web.archive.org/web/19970606144928/http://www.viaweb.com/vw/howitwor.htm (June 6, 1997 version of www.viaweb.com/vw/howitwor.htm as archived by the Internet Archive.) (hereinafter, "ViaWeb How It Works"). [DFNDT0005151-4]  "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  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." ViaWeb How It Works. [DFNDT0005151-4] |
|              |  | "Using an ordinary web browser, a merchant can log into Viaweb's site (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  |

For more information about the Internet Archive and web pages archived therein, see Internet Archive Frequently Asked Questions, http://www.archive.org/about/faqs.php. [DFNDT0001590-1633]

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## Comparison of U.S. Patent No. 6,993,572 and ViaWeb Prior Art

| Claim<br>No. | Claim Language of U.S. Patent No. 6,993,572 | ViaWeb Art Relevant Disclosures   |
|--------------|---|---|
| No.          |   | 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." ViaWeb Store 3.0 Release, http://www.viaweb.com/ww/viaw30isrel.html (June 6, 1997 version of http://www.viaweb.com/ww/viaw30isrel.html (June 6, 1997 version of http://www.viaweb.com/ww/viaw30isrel.html (June 6, 1997 version of http://www.viaweb.com/ww/viaw30isrel.html as archived by the Internet Archive. <sup>2</sup> ) (hereinafter, "3.0 Release"). [DFNDT0005257-8]  "Paul Graham of ViaWeb sells custom Internet stores in his ViaMall site." Paul Edwards, Sarah Edwards, and Linda Rohrbough, Making Money in Cyberspace, September 9, 1998, Jeremy P. Tarcher/Putnam (hereinafter "Making Money") [DFNDT0004356-004648].  "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," concedees Outreach's Chief Executive Officer Riss Estes. Still, the merchant can scan in corporate logos and product pictures to jazz up the site." Cyber/StoreFronts for Rookies, Business Week, June 9, 1997, http://web.archive.org/web/20081012015004/http://www. |

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<sup>&</sup>lt;sup>2</sup> See note 1.

<sup>3</sup> See note 1.

| Claim<br>No.     | Claim Language of U.S. Patent No. 6,993,572 | ViaWeb Art Relevant Disclosures  |
|------------------|---|--|
| 0 <b>/3M</b> 000 |   | businessweek.com/1997/23/b353054.htm (November 15, 1996 version of http://www<br>businessweek.com/1997/23/b353054.htm as archived by the Internet Archive. 3)<br>(hereinafter, "CyberStoreFronts for Rookies"). [DFNDT0005069-70]  |
|                  |   | "The obstacle to setting up a store on the Internet was the cost. John said he'd heard stories about people spending \$7,000 to \$8,000 to pay someone to build their first Web store, and he'd also heard that over 50 percent of the on-line stores were failing. Rather than spend that kind of money, John heard about ViaWeb, an on-line electronic mall where he could set up his store for \$100 to \$300 a month to start with no lease or long-term commitment. ViaWeb also offered the advantage of allowing John to display his products without knowing how to program HTML. All John needed was Internet access, which he had through Microsoft's MSN service, and he could design his Web store while on-line." Making Money. [DFNDT0004436] |
|                  |   | "So in 1994, John went to work to test his first "beta" store. Even though the ViaWeb site was inexpensive, John needed images and descriptions of the products to place on-line. John got most of the images of products from the vendors. To find the vendors, John went to the studios, who provided him with a licensee list of companies who had acquired the rights to design "branded" merchandise. John then contacted those companies and made deals to buy the merchandise from them." Making Money. [DF:NDT0004436]   |
|                  |   | "Some enterprising entrepreneurs have turned their computer expertise into a way to provide "turnkey" business sites. "Cybermalls," groups of stores on the same Web server, are no longer the rage everyone thought they would be in the beginning, mostly because cybercitizens are not bound by geographical limits. What is becoming popular are services that do the programming for businesses, so all the business has to do is use a browser to create and maintain store.   |
|                  |   | the outsmess has to do is use a prower to create and maniman store stock in a Web "store." ViaWeb is such a concept, started by four Harvard graduate students who decided that businesses shouldn't have to go to the trouble of knowing how to code HTML in order to have an Internet store." Making Money, IDFNDT0004484-5]   |

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#### Comparison of U.S. Patent No. 6,993,572 and ViaWeb Prior Art

| Claim<br>No. | Claim Language of U.S. Patent No. 6,993,572 | ViaWeb Art Relevant Disclosures  |
|--------------|---|--|
| <b>N6.</b>   |   | "Paul Graham was one of four Harvard graduate students who were sitting around one day trying to come up with an application for doing business on the internet. The group agreed that an on-line mall was a .good idea, and that an application could be built so that potential mall merchants wouldn't have to know HTML code to have a storefront on a cybermall. But the magic moment came when someone suggested that stores could be built interactively, so the user needed nothing, more than a PC with Internet access to create his or her own cyberstore. "That was, when we knew we had to do it," Paul "said." Making Money: [DFNDT0004485]  "In the beginning, the students started ViaWeb on a Pentium PC in someone's living room. To attract the funding they needed to keep the project going, the team sought out venture capitalists to drag into the living room and see ViaWeb in action. ViaWeb became a two-part project: ViaMall, an Internet mall where cybercitizens can shop, and ViaWeb, the interactive engine that allows merchants to build their ViaMall sites. All that is required of the merchant is photos in an electronic format that can be transferred to ViaWeb (uploaded) as the site is built and descriptions of the items for sale. In July 1995, ViaWeb was ready to go. To attract merchants; Paul said pric-ing was se aggressively with no leases or long-term commitments. The company also set up an interactive demo so that users visiting the ViaWeb site could practice setting up their own store—they just couldn't save it. In addition, ViaMall supplies merchants with an easy-to-read report available anytime that contains a complete listing of information on the visitors to their site. The report includes hit rates, click-through, the last Web site the user came from before entering the store, and how much each individual purchased. |
|              |   | By tracing the last Web site and the purchase amount, vendors can find out which Internet advertising is working and which isn't." Making Money. [DFNDT0004483-6]  |
|              |   | "Orders are taken via credit card and stored on a secure server Merchants<br>can get their orders at will, and Paul said that most stores download<br>their orders several times a day. Merchants are responsible for verifying the  |

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# Comparison of U.S. Patent No. 6,993,572 and ViaWeb Prior Art

| Claim<br>No. | Claim Language of U.S. Patent No. 6,993,572 | ViaWeb Art Relevant Disclosures   |
|--------------|---|---|
|              | Chim Language of U.S. Patent No. 6.993.572  | credit card information, confirming the orders with customers, and filling the orders, just as they would if they were running a mail-order business.  ViaMall has attracted an impressive list of merchants, including Dean and DeLuca, Frederick's of Hollywood, and Rolling Stone magazine. Because each site can choose its foreground and background colors, use its own graphics, and select fonts, each store can have a unique look and feel characteristic of the image the company wants to build." Making Money. [DFNDT0004486]  "Paul says the successful companies in ViaMall are selling as much as they would with a store in a regular shopping mall, some as much as \$180,000 a month, but without the mall overhead. Stores can register a domain name (like www.moviemadness.com) and have the domain name linked to the Via-Mall site, so visitors to the site don't even have to know they visited ViaMall. While other malls on the Internet are borrowing huge sums of money to outdo the competition, Paul said ViaWeb has chosen to keep costs tow and borrowing at a minimum. ViaWeb has not put huge amounts of money |
|              |   | and ourowing at a minimum. Via ween has not put nuge amounts of money into advertising campaigus or merchandising pushes, but the site has gained attention by winning several awards from magazines such as PC Computing, PC Magazine, Internet and Forbes. Business Week reported that a Columbus, Ohio-based chiropractor who sells vitamins on the Internet spent a month putting up a Web site using HTML but later switched to Via Web and had a site running in just two days." Making Money. [DFNDT0004486]   |
|              |   | "ViaWeb only succeeds when the merchants succeed, so the company is eager to give advice to new vendors. In addition, Paul has seen a lot of businesses succeed and others fail, so he offers what he considers to be expert advice to newcomers. His advice includes the following tips: find a niche you can dominate, work hard to keep your site looking good, promote your site, make it easy for customers to navigate your site, start out with as many products as possible, emphasize service, keep prices as low as possible, and change your site regularly." Making Money. [DFNDT0004486-7]   |
|              |   | Also see DFNDT0005052, 5055-5059, 5071-3080, 51111-5117, 5120-5122, 5141-5147, 5156-5167, 5206-5256, and 5206-5207 for more information about ViaWeb, and   |

# Comparison of U.S. Patent No. 6,993,572 and ViaWeb Prior Art

| Claim<br>No. | Claim Language of U.S. Patent No. 6,993,572   | ViaWeb Art Relevant Disclosures   |
|--------------|---|---|
|              |   | examples of host websites/webpages and outsource websites/webpages.   |
| 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 | "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. And building a store using ViaWeb is easy enough so that while John asks that his costs be reimbursed, all he requires from a potential Web site is a percentage of the sales of the new store. John says this helps him sell stores to other sites because it's essentially a no-risk proposition to them." Making Money. [DFNDT0004437]  "Since that slow start, John has built over a dozen specialty merchandise stores. Some are based on other television shows such as The X-Files, Friends, or ER; others are based on popular movies like Men in Black (MIB); and others are stores he runs for other Web sites on the Internet." Making Money. [DFNDT0004437]  "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 resclers can use Viaweb as a platform to develop customized sites for clients." ViaWeb Features, http://www.viaweb.com/vw/feat.htm (June 6, 1997 version of http://www.viaweb.com/vw/feat.htm as archived by the Internet Archive.}4 (hereimafter, "ViaWeb Features"). [DFNDT0005148-50] |

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<sup>4</sup> See note 1.

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| Claim<br>No. | Claim Language of U.S. Patent No. 6,993,572 | ViaWeb Art Relevant Disclosures   |
|--------------|---|---|
| 290          |   | "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." ViaWeb How It Works. [DFNDT0005151-4]  "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." ViaWeb How It Works. [DFNDT0005151-4]  "Advanced users can create their own page templates in Viaweb's powerful scripting langaage, RTML, a superset of HTML with the power of a real programming language." 3.0 Release. [DFNDT0005257-8] |

<sup>5</sup> See note 1.

<sup>6</sup> See note 1.

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| Claim | Claim Language of U.S. Patent No. 6,993,572 | ViaWeb Art Relevant Disclosures  |
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| No.   | · · · · · · · · · · · · · · · · · · ·       | "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. VAR5 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." ViaWeb Resellers,   |
|       |   | http://web.archive.org/web/19970606145058/http://www.viaweb.com/vw/resprog.htm                   |
|       |   | (June 6, 1997 version of www.viaweb.com/vw/resprog.html as archived by the Intern                |
|       |   | Archive.)5 (hereinafter, "ViaWeb Resellers"). [DFNDT0005263-4]                                   |
|       |   | "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." RTML Overview, http://web.  |
|       |   | archive.orglweb/19970606150606/http://www.viaweb.com/vw/ov.html (June 6, 1997                    |
|       |   | version of www.viaweb.com/vw/ov.html as archived by the Internet Archive.)6                      |
|       |   | (hereinafter, "RTML Overview"). [DFNDT0005265]   |
|       |   | "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." ViaWeb How It Works. [DFNDT0005151-4]                            |
|       |   |  |
|       |   | "Viaweb Store is a combination of an authoring tool and a hosting                                |
|       |   | service:   |
|       |   | <ul> <li>You build your store on our server, using an easy point and click interface.</li> </ul> |

Comparison of U.S. Patent No. 6,993,572 and ViaWeb Prior Art

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# Comparison of U.S. Patent No. 6,993,572 and ViaWeb Prior Art

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| Claim<br>No. | Claim Language of U.S. Patent No. 6,993,572 | ViaWeb Art Relevant Disclosures   |
|--------------|---|---|
|              |   | There is no software to install: all you need is an ordinary browser.  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." ViaWeb How It Works. [DFNDT0005151-4]   |
|              |   | "Using an ordinary web browser, a merchant can log into Viaweb's site (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." 3.0 Release, [DPNDT0005257-8]  |
|              |   | "Paul Graham of ViaWeb sells custom Internet stores in his ViaMall site." Paul Edwards, Sarah Edwards, and Linda Rohrbough, Making Money in Cyberspace, September 9, 1998, Jeremy P. Tarcher/Putnam (hereinafter "Making Money")[DFNDT0004356-004648].  |
|              |   | "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   |

# Comparison of U.S. Patent No. 6,993,572 and ViaWeb Prior Art

| Claim<br>No. | Claim Language of U.S. Patent No. 6,993,572 | ViaWeb Art Relevant Disclosures  |
|--------------|---|--|
|              |   | Officer Riss Estes. Still, the merchant can scan in corporate logos and  |
|              |   | product pictures to jazz up the site." CyberStoreFronts for Rookies. [DFNDT0005069-70]   |
|              |   | "The obstacle to setting up a store on the Internet was the cost. John said he'd heard stories about people spending \$7,000 to \$8,000 to pay someone to build their first Web store, and he'd also heard that over 50 percent of the on-line stores were failing. Rather than spend that kind of money, John heard about ViaWeb, an on-line electronic mall where he could set up his store for \$100 to \$300 a month to start with no lease or long-term commitment. ViaWeb also offered the advantage of allowing John to display his products without knowing how to program HTML. All John needed was Internet access, which he had through Microsoft's MSN service, and he could design his Web store while on-line." Making Money. [DFNDT0004436] |
|              |   | "So in 1994, John went to work to test his first "beta" store. Even though the ViaWeb site was inexpensive, John needed images and descriptions of the products to place on-line. John got most of the images of products from the vendors. To find the vendors, John went to the studios, who provided him with a licensee list of companies who had acquired the rights to design "branded" merchandise. John then contacted those companies and made deals to buy the merchandise from them." Moking Money. [DFNDT0004436]  |
|              |   | "Some enterprising entrepreneurs have turned their computer expertise into a way to provide "turnkey" business sites. "Cybermalls," groups of stores on the same Web server, are no longer the rage everyone thought they would be in the beginning, mostly because cybercitizens are not bound by geographical limits. What is becoming popular are services that do the programming for businesses, so all the business has to do is use a browser to create and maintain store stock in a Web "store." ViaWeb is such a concept, started by four Harvard  |
|              |   | graduate students who decided that businesses shouldn't have to go to the trouble of knowing how to code HTML in order to have an Internet store." Making Money. [DFNDT0004484-5]  |

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| Claim<br>No. | Claim Language of U.S. Patent No. 6,993,572  | ViaWeb Art Relevant Disclosures   |
|--------------|--|---|
|              |  | "Paul Graham was one of four Harvard graduate students who were sitting around one day trying to come up with an application for doing business on the Internet. The group agreed that an on-line mall was a .good idea, and that an application could be built so that potential mall merchants wouldn't have to know HTML code to have a storefront on a cybermall. But the magic moment came when someone suggested that stores could be built interactively, so the user needed nothing, more than a PC with Internet access to create his or her own cyberstore. "That was, when we knew we had to do it," Paul 'said." Making Money. [DFNDT0004485]   |
|              |  | "In the beginning, the students started ViaWeb on a Pentium PC in someone's living room. To attract the funding they needed to keep the project going, the team sought out venture capitalists to drag into the living room and see ViaWeb in action. ViaWeb became a two-part project. ViaMall, an Internet mall where cybercitizens can shop, and ViaWeb, the interactive engine that allows merchants to build their ViaMall sites. All that is required of the merchant is photos in an electronic format that can be transferred to ViaWeb (uploaded) as the site is built and descriptions of the items for sale. In July 1995, ViaWeb was ready to go. To attract merchants, Paul said pric-ing was set aggressively with no leases or long-term commitments. The company also set up an interactive demo so that users visiting the ViaWeb site could practice setting up their own store—they just couldn't save it. In addition, ViaMall supplies merchants with an easy-to-read report available anytime that contains a complete listing of information on the visitors to their site. The report includes hit rates, click-through, the last Web site the user |
|              |  | came from before entering the store, and how much each individual purchased. By tracing the last Web site and the purchase amount, vendors can find out which Internet advertising is working and which isn't." Making Money. [DFNDT0004485-6]  |
| 13(b)        | a computer processor coupled to the data store<br>and in communication through the Internet with<br>the host web page and programmed, upon | "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  |

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#### Comparison of U.S. Patent No. 6,993,572 and ViaWeb Prior Art

| Claim<br>No. | Claim Language of U.S. Patent No. 6,993,572   | ViaWeb Art Relevant Disclosures  |
|--------------|---|--|
|              | 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 description in the data store and with content based on the commerce object associated with the link. | store, the customer never knows he's left the original Web site. And building a store using ViaWeb is easy enough so that while John asks that his costs be reimbursed, all he requires from a potential Web site is a percentage of the sales of the new store. John says this helps him sell stores to other sites because it's essentially a no-risk proposition to them." Making Money. [DFNDT0004437]  "Since that slow start, John has built over a dozen specialty merchandise stores. Some are based on other television shows such as The X-Files, Friends, or ER; others are based on popular movies like Men in Black (MIB); and others are stores he runs for other Web sites on the Internet." Making Money. [DFNDT0004437]  "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." ViaWeb Features. [DFNDT0005148-50]  "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." ViaWeb How It Works. [DFNDT0005151-4] |
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# Comparison of U.S. Patent No. 6,993,572 and ViaWeb Prior Art

| Claim<br>No. | Claim Language of U.S. Patent No. 6,993,572 | ViaWeb Art Relevant Disclosures   |
|--------------|---|---|
|              |   | 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 Sigu It! (2600 items).  See our online documentation for details of how to generate your site from a database." ViaWeb How It Works. [DFNDT0005151-4] |
|              |   | "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." 3.0 Release. [DFNDT0003257-8]   |
|              |   | "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." ViaWeb Resellers. [DF/NDT0005263-4]  |
|              |   | "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   |

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# Comparison of U.S. Patent No. 6,993,572 and ViaWeb Prior Art

| Claim<br>No. | Claim Language of U.S. Patent No. 6,993,572 | ViaWeb Art Relevant Disclosures  |
|--------------|---|--|
|              |   | express directly in HTML, either by hand or with a WYSIWYG   |
|              |   | authoring tool." RTML Overview. [DFNDT0005265]   |
|              |   | "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." ViaWeb How It Works. [DFNDT0005151-4]  |
|              |   | "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. |
|              |   | V .981 11 11 11 11 11 11 11 11 11 11 11  |
|              |   | 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<br>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." ViaWeb How It Works. [DFNDT0005151-4]  |
|              |   | "Using an ordinary web browser, a merchant can log into Viaweb's site  |
|              |   | (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." 3.0 Release. [DFNDT0005257-8]   |
|              |   | "Paul Graham of ViaWeb sells custom Internet stores in his ViaMall site." Paul   |
|              |   | Edwards, Sarah Edwards, and Linda Rohrbough, Making Money. [DFNDT0004356-<br>004648].  |

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| Claim<br>No. | Claim Language of U.S. Patent No. 6,993,572 | ViaWeb Art Relevant Disclosures  |
|--------------|---|--|
|              |   | "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." CyberStoreFronts for Rookies. [DFNDT0005069-70] |
|              |   | "The obstacle to setting up a store on the Internet was the cost. John said he'd heard stories about people spending \$7,000 to \$8,000 to pay someone to build their first Web store, and he'd also heard that over 50 percent of the on-line stores were failing. Rather than spend that kind of money, John heard about ViaWeb, an on-line electronic mall where he could set up his store for \$100 to \$300 a month to start with no lease or long-term commitment. ViaWeb also offered the advantage of allowing John to display his products without knowing how to program HTML. All John needed was Internet access, which he had through Microsoft's MSN service, and he could design his Web store while on-line." Making Money. [DFNDT0004436]   |
|              |   | "So in 1994, John went to work to test his first "beta" store. Even though the ViaWeb site was inexpensive, John needed images and descriptions of the products to place on-line. John got most of the images of products from the vendors. To find the vendors, John went to the studios, who provided him with a licensee list of companies who had acquired the rights to design "branded" merchandise. John then contacted those companies and made deals to buy the merchandise from them." Making Money. [DFNDT0004436]  |

#### Comparison of U.S. Patent No. 6,993,572 and ViaWeb Prior Art

| Claim | Claim Language of U.S. Patent No. 6,993,572 | ViaWeb Art Relevant Disclosures   |
|-------|---|---|
| No.   | Claim Language of U.S. Patent No. 6,993,572 | "Some enterprising entrepreneurs have turned their computer expertise into a way to provide "turnkey" business sites. "Cybermalls," groups of stores on the same Web server, are no longer the rage everyone thought they would be in the beginning, mostly because cybercitizens are not bound by geographical limits. What is becoming popular are services that do the programming for businesses, so all the business has to do is use a browser to create and maintain store stock in a Web "store." ViaWeb is such a concept, started by four Harvard graduate students who decided that businesses shouldn't have to go to the trouble of knowing how to code HTML in order to have an Internet store." Making Money. [DFNDT0004484-5]   |
|       |   | "Paul Graham was one of four Harvard graduate students who were sitting around one day trying to come up with an application for doing business on the Internet. The group agreed that an on-line mall was a .good idea, and that an application could be built so that potential mall merchants wouldn't have to know HTML code to have a storefront on a cybermall. But the magic moment came when someone suggested that stores could be built interactively, so the user needed nothing, more than a PC with Internet access to create his or her own cyberstore. "That was, when we knew we had to do it," Paul 'said." Making Money. [DFNDT0004485]   |
|       |   | "In the beginning, the students started ViaWeb on a Pentium PC in someone's living room. To attract the funding they needed to keep the project going, the team sought out venture capitalists to drag into the living room and see ViaWeb in action. ViaWeb became a two-part project. ViaMall, an Internet mall where cybercitizens can shop, and ViaWeb, the interactive engine that allows merchants to build their ViaMall sites. All that is required of the merchant is photos in an electronic format that can be transferred to ViaWeb (uploaded) as the site is built and descriptions of the items for sale. In July 1995, ViaWeb was ready to go. To attract merchants, Paul said pric-ing was set aggressively with no leases or long-term commitments. The company also set up an interactive demos on that users visiting the ViaWeb site could practice setting up their own store—they just couldn't save it. In addition, |

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# Comparison of U.S. Patent No. 6,993,572 and ViaWeb Prior Art

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| Claim<br>No. | Chaim Language of U.S. Patent No. 6,993,572                | ViaWeb Art Relevant Disclosures   |
|--------------|--|---|
|              |  | ViaMall supplies merchants with an easy-to-read report available anytime that contains a complete listing of information on the visitors to their site. The report includes hit rates, click-through, the last Web site the user came from before entering the store, and how much each individual purchased. By tracing the last Web site and the purchase amount, vendors can find out which Internet advertising is working and which isn't." Moking Money. [DFNDT0004485-6]   |
|              |  | Also see DFNDT0005032, 5055-5059, 5071-5080, 51111-5117, 5120-5122, 5141-5147, 5156-5167, 5206-5236, and 5206-5207 for more information about ViaWeb, and examples of host websites/webpages and outsource websites/webpages.   |
| 17           | An e commerce outsourcing process comprising the steps of: | "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." ViaWeb How It Works. [DFNDT0005151-4]  "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.  "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." ViaWeb How It Works. [DFNDT0005151-4]  "Using an ordinary web browser, a merchant can log into Viaweb's site (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.  |

# Comparison of U.S. Patent No. 6,993,572 and ViaWeb Prior Art

| Claim<br>No. | Claim Language of U.S. Patent No. 6,993,572 | ViaWeb Art Relevant Disclosures  |
|--------------|---|--|
|              |   | 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." 3.0 Release. [DFNDT0005257-8]  "Paul Graham of ViaWeb sells custom Internet stores in his ViaMall site." Paul Edwards, Sarah Edwards, and Linda Rohrbough, Making Money in Cyberspace, September 9, 1998, Jeremy P. Tarcher/Putnam (hereinafter "Making Money") [DFNDT0004356-004648].  |
|              |   | "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." CyberStoreFronts for Rookies. [DFNDT0005069-70] |
|              |   | "The obstacle to setting up a store on the Internet was the cost. John said he'd heard stories about people spending \$7,000 to \$8,000 to pay someone to build their first Web store, and he'd also heard that over 50 percent of the on-line stores were failing. Rather than spend that kind of money, John heard about ViaWeb, an on-line electronic mall where he could set up his store for \$100 to \$300 a month to start with no lease or long-term commitment. ViaWeb also offered the advantage of allowing John to display his products without knowing how to program HTML. All John needed was Internet access, which he had through Microsoft's MSN service, and he could   |

| Claim<br>No. | Claim Language of U.S. Patent No. 6,993,572 | ViaWeb Art Relevant Disclosures   |
|--------------|---|---|
| 1996         |   | design his Web store while on-line." Making Money. [DFNDT0004436]   |
|              |   |   |
|              |   | "So in 1994, John went to work to test his first "beta" store. Even though  |
|              |   | the ViaWeb site was inexpensive, John needed images and descriptions of   |
|              |   | the products to place on-line. John got most of the images of products from<br>the vendors. To find the vendors, John went to the studios, who provided |
|              |   |   |
|              |   | him with a licensee list of companies who had acquired the rights to design   |
|              |   | "branded" merchandise. John then contacted those companies and made   |
|              |   | deals to buy the merchandise from them." Making Money. [DFNDT0004436]   |
|              |   | "Some enterprising entrepreneurs have turned their computer expertise   |
|              |   | into a way to provide "turnkey" business sites. "Cybermalls,"   |
|              |   | groups of stores on the same Web server, are no longer the rage   |
|              |   | everyone thought they would be in the beginning, mostly because cybercitizens   |
|              |   | are not bound by geographical limits. What is becoming  |
|              |   | popular are services that do the programming for businesses, so all   |
|              |   | the business has to do is use a browser to create and maintain store  |
|              |   | stock in a Web "store." ViaWeb is such a concept, started by four Harvard   |
|              |   | graduate students who decided that businesses shouldn't have to go to the trouble of  |
|              |   | knowing how to code HTML in order to have an  |
|              |   | Internet store." Making Money. [DFNDT0004484-5]   |
|              |   | "Paul Graham was one of four Harvard graduate students who were sitting   |
|              |   | around one day trying to come up with an application for doing  |
|              |   | business on the Internet. The group agreed that an on-line mall was a good  |
|              |   | idea, and that an application could be built so that potential mall merchants   |
|              |   | wouldn't have to know HTML code to have a storefront on a cybermall. But  |
|              |   | the magic moment came when someone suggested that stores could be   |
|              |   | built interactively, so the user needed nothing, more than a PC with Internet   |
|              |   | access to create his or her own cyberstore. "That was, when we knew we  |
|              |   | had to do it," Paul 'said ." Making Money. [DFNDT0004485]   |
|              |   | "In the beginning, the students started ViaWeb on a Pentium PC in someone's   |
|              |   | living room. To attract the funding they needed to keep the project going,  |

Comparison of U.S. Patent No. 6,993,572 and ViaWeb Prior Art

| Claim<br>No. | Claim Language of U.S. Patent No. 6,993,572 | ViaWeb Art Relevant Disclosures  |
|--------------|---|--|
|              |   | the team sought out venture capitalists to drag into the living room and see ViaWeb in action. ViaWeb became a two-part project: ViaMall, an Internet mall where cyberctitizens can shop, and ViaWeb, the interactive engine that allows merchants to build their ViaMall sites. All that is required of the merchant is photos in an electronic format that can be transferred to ViaWeb (uploaded) as the site is built and descriptions of the items for sale. In July 1995, ViaWeb was ready to go. To attract merchants, Paul said pric-ing was set aggressively with no leases or long-term commitments. The company also set up an interactive demo so that users visiting the ViaWeb site could practice setting up their own store—they just couldn't save it. In addition, ViaMall supplies merchants with an easy-to-read report available anytime that contains a complete listing of information on the visitors to their site. The report includes hit rates, click-through, the last Web site the user came from before entering the store, and how much each individual purchased. By tracing the last Web site and the purchase amount, vendors can find out which Internet advertising is working and which isn't." Making Money. [DFNDT0004483-6] |
|              |   | "Orders are taken via credit card and stored on a secure server Merchants can get their orders at will, and Paul said that most stores download their orders several times a day. Merchants are responsible for verifying the credit card information, confirming the orders with customers, and filling the orders, just as they would if they were mnning a mail-order business. ViaMall has attracted an impressive list of merchants, including Dean and DeLuca, Frederick's of Hollywood, and Rolling Stone magazine. Because each site can choose its foreground and background colors, use its own graphics, and select fonts, each store can have a unique look and feel characteristic of the image the company wants to build." Making Money. [DFNDT0004486]  "Paul says the successful companies in ViaMall are selling as much as they would with a store in a regular shopping mall, some as much as \$180,000 a  |
|              |   | month, but without the mall overhead. Stores can register a domain name (like www.moviemadness.com) and have the domain name linked to the Via-Mall site, so visitors to the site don't even have to know they visited ViaMall.  |

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# Comparison of U.S. Patent No. 6,993,572 and ViaWeb Prior Art

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| Claim<br>No. | Claim Language of U.S. Patent No. 6,993,572   | ViaWeb Art Relevant Disclosures  |
|--------------|---|--|
|              |   | While other malls on the Internet are borrowing huge sums of money to outdo the competition, Paul said ViaWeb has chosen to keep costs tow and borrowing at a minimum. ViaWeb has not put huge amounts of money into advertising campaigus or merchandising pushes, but the site has gained attention by winning several awards from magazines such as PC Computing, PC Magazine, Internet and Forbes. Business Week reported that a Columbus, Ohio-based chiropractor who sells vitamins on the Internet spent a month putting up a Web site using HTML but later switched to ViaWeb and had a site running in just two days." Making Money. [DFNDT0004486] |
|              |   | "ViaWeb only succeeds when the merchants succeed, so the company is eager to give advice to new vendors. In addition, Paul has seen a lot of businesses succeed and others fail, so he offers what he considers to be expert advice to newcomers. His advice includes the following tips: find a niche you can dominate, work hard to keep your site looking good, promote your site, make it easy for customers to navigate your site, start out with as many products as possible, emphasize service, keep prices as low as possible, and change your site regularly." Making Money. [DFNDT0004486-7]  |
|              |   | Also see DFNDT0005052, 5055-5059, 5071-5080, 51111-5117, 5120-5122, 5141-5147, 5156-5167, 5206-5256, and 5206-5207 for more information about ViaWeb, and examples of host websites/webpages and outsource websites/webpages.  |
| 17(a)        | storing a look and feel description associated<br>with a first website in a data store associated<br>with a second website; | "Since that slow start, John has built over a dozen specialty merchandise stores. Some are based on other television shows such as The X-Files, Priends, or ER; others are based on popular movies like Men in Black (MIB); and others are stores he mus for other Web sites on the Internet." Moking Money. [DFNDT0004437]  |
|              |   | "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.   |

# Comparison of U.S. Patent No. 6,993,572 and ViaWeb Prior Art

| Claim<br>No. | Claim Language of U.S. Patent No. 6,993,572 | ViaWeb Art Relevant Disclosures   |
|--------------|---|---|
| 2.00         |   | 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." ViaWeb Features. [DFNDT0005148-50]  |
|              |   | "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." ViaWeb How It |
|              |   | Works. [DFNDT0005151-4]   |
|              |   | "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                |
|              |   | vour 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 Sigu It! (2600 items).  |
|              |   | See our online documentation for details of how to generate your site               |
|              |   | from a database." ViaWeb How It Works. [DFNDT0005151-4]                             |
|              |   | "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." 3.0 Release. [DFNDT0005257-8]  |

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| Claim<br>No. | Claim Language of U.S. Patent No. 6,993,572 | ViaWeb Art Relevant Disclosures  |
|--------------|---|--|
|              |   | "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 template 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. VAR5 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." ViaWeb Resellers. [DFNDT0005263-4]  "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." RTML Overview. [DFNDT0005265]   |
|              |   | "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." ViaWeb How It Works. [DFNDT0005151-4]   |
|              |   | "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.  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   |

#### Comparison of U.S. Patent No. 6,993,572 and ViaWeb Prior Art

| Claim<br>No. | Claim Language of E.S. Patent No. 6,993,572 | ViaWeb Art Relevant Disclosures   |
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| X10e         |   | less than a minute to add a new item, and you can upload an image for it with a single click." ViaWeb How It Works. [DFNDT0005151-4]  |
|              |   | "Using an ordinary web browser, a merchant can log into Viaweb's site (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." 3.0 Release. [DFNDT0005257-8]  |
|              |   | "Paul Graham of ViaWeb sells custom Internet stores in his ViaMall site." Paul<br>Edwards, Sarah Edwards, and Linda Rohrbough, <i>Moking Money. [DFNDT0004356-004648].</i>  |
|              |   | "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." CyberStoreFronts for Rookies. [DFNDT000506570] |
|              |   | "The obstacle to setting up a store on the Internet was the cost. John said he'd heard stories about people spending \$7,000 to \$8,000 to pay someone  |

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# Comparison of U.S. Patent No. 6,993,572 and ViaWeb Prior Art

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| Claim<br>No. | Claim Language of U.S. Patent No. 6,993,572 | ViaWeb Art Relevant Disclosures  |
|--------------|---|--|
|              |   | to build their first Web store, and he'd also heard that over 50 percent of          |
|              |   | the on-line stores were failing. Rather than spend that kind of money, John          |
|              |   | heard about ViaWeb, an on-line electronic mall where he could set up his             |
|              |   | store for \$100 to \$300 a month to start with no lease or long-term commitment.     |
|              |   | ViaWeb also offered the advantage of allowing John to display his                    |
|              |   | products without knowing how to program HTML. All John needed was Internet           |
|              |   | access, which he had through Microsoft's MSN service, and he could                   |
|              |   | design his Web store while on-line." Making Money. [DFNDT0004436]                    |
|              |   | "So in 1994, John went to work to test his first "beta" store. Even though           |
|              |   | the ViaWeb site was inexpensive, John needed images and descriptions of              |
|              |   | the products to place on-line. John got most of the images of products from          |
|              |   | the vendors. To find the vendors, John went to the studios, who provided             |
|              |   | him with a licensee list of companies who had acquired the rights to design          |
|              |   | "branded" merchandise. John then contacted those companies and made                  |
|              |   | deals to buy the merchandise from them." Making Money. [DFNDT0004436]                |
|              |   | "Some enterprising entrepreneurs have turned their computer expertise                |
|              |   | into a way to provide "turnkey" business sites. "Cybermalls,"                        |
|              |   | groups of stores on the same Web server, are no longer the rage                      |
|              |   | everyone thought they would be in the beginning, mostly because cybercitizens        |
|              |   | are not bound by geographical limits. What is becoming                               |
|              |   | popular are services that do the programming for businesses, so all                  |
|              |   | the business has to do is use a browser to create and maintain store                 |
|              |   | stock in a Web "store." ViaWeb is such a concept, started by four Harvard            |
|              |   | graduate students who decided that businesses shouldn't have to go to the trouble of |
|              |   | knowing how to code HTML in order to have an   |
|              |   | Internet store." Making Money. [DFNDT0004484-5]                                      |
|              |   | "Paul Graham was one of four Harvard graduate students who were sitting              |
|              |   | around one day trying to come up with an application for doing                       |
|              |   | business on the Internet. The group agreed that an on-line mall was a .good          |
|              |   | idea, and that an application could be built so that potential mall merchants        |
|              |   | wouldn't have to know HTML code to have a storefront on a cybermall. But             |

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# Comparison of U.S. Patent No. 6,993,572 and ViaWeb Prior Art

| Claim<br>No. | Claim Language of U.S. Patent No. 6,993,572   | ViaWeb Art Relevant Disclosures  |
|--------------|---|--|
|              |   | the magic moment came when someone suggested that stores could be built interactively, so the user needed nothing, more than a PC with Internet access to create his or her own cyberstore. "That was, when we knew we had to do it," Paul 'said." Moking Money. [DFNDT0004483]  |
|              |   | "In the beginning, the students started ViaWeb on a Pentium PC in someone's living room. To attract the funding they needed to keep the project going, the team sought out venture capitalists to drag into the living room and see ViaWeb in action. ViaWeb became a two-part project. ViaMall, an Internet mall where cybercitizens can shop, and ViaWeb, the interactive engine that allows merchants to build their ViaMall sites. All that is required of the merchant is photos in an electronic format that can be transferred to ViaWeb (uploaded) as the site is built and descriptions of the items for sale. In July 1995, ViaWeb was ready to go. To attract merchants, Paul said pric-ing was set aggressively with no leases or long-term commitments. The company also set up an interactive demo so that users visiting the ViaWeb site could practice setting up their own store—they just couldn't save it. In addition, ViaMall supplies merchants with an easy-to-read report available anytime that contains a complete listing of information on the visitors to their site. The report includes hit rates, click-through, the last Web site the user came from before entering the store, and how much each individual purchased. By tracing the last Web site and the purchase amount, vendors can find out which Internet advertising is working and which in "Making Money. [DFNDT0004485-6] |
|              |   | Also see DFNDT0005052, 5055-5059, 5071-5080, 51111-5117, 5120-5122, 5141-5147, 5156-5167, 5206-5256, and 5206-5207 for more information about ViaWeb, and examples of host websites/webpages and outsource websites/webpages.  |
| 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 | "Since that slow start, John has built over a dozen specialty merchandise stores. Some are based on other television shows such as The X-Files, Friends, or ER; others are based on popular movies like Men in Black (MIB); and others are stores he runs for other Web sites on the Internet." Making Money. [DFNDT0004437]   |

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| Claim<br>No. | Claim Language of U.S. Patent No. 6,993,572 | ViaWeb Art Relevant Disclosures   |
|--------------|---|---|
|              |   | "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." ViaWeb Features. [DFNDT0005148-50]  "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." ViaWeb How It Works. [DFNDT0005151-4]   |
|              |   | "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 creates 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).   |

#### Comparison of U.S. Patent No. 6,993,572 and ViaWeb Prior Art

| Claim | Claim Language of U.S. Patent No. 6,993,572 | ViaWeb Art Relevant Disclosures  |
|-------|---|--|
| No.   |   |  |
|       |   | See our online documentation for details of how to generate your site              |
|       |   | from a database." ViaWeb How It Works. [DFNDT0005151-4]                            |
|       |   | "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." 3.0 Release. [DFNDT0005257-8]   |
|       |   | "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. VAR5 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." ViaWeb Resellers. [DFNDT0005263-4]  |
|       |   | "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." RTML Overview. [DFNDT0005265]                                     |
|       |   | additioning tool. Attitude over view. [DI 11D 10005205]                            |
|       |   | "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." ViaWeb How It Works. [DFNDT0005151-4]              |
|       |   | "Viaweb Store is a combination of an authoring tool and a hosting                  |
|       |   | service:   |

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# Comparison of U.S. Patent No. 6,993,572 and ViaWeb Prior Art

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| Claim<br>No. | Claim Language of U.S. Patent No. 6,993,572 | ViaWeb Art Relevant Discinsures   |
|--------------|---|---|
|              |   | 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   |
|              |   | 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." ViaWeb How It Works. [DFNDT0005151-4]  |
|              |   | "Using an ordinary web browser, a merchant can log into Viaweb's site (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." 3.0 Release. [DFNDT0005257-8]   |
|              |   | "Paul Graham of ViaWeb sells custom Internet stores in his ViaMall site." Paul Edwards, Sarah Edwards, and Linda Rohrbough, Making Money. [DFNDT0004356-004648].  |
|              |   | "Prospective Net retailers can contact Viaweb and its competitors, including<br>America Online Inc. and Outreach Communications Corp. of Austin, Tex.,<br>directly online. Typically, these companies provide software, which is either |
|              |   | downloaded to one's own computer or accessed directly online, that walks<br>the merchant through a series of simple prompts. Users are invited to supply<br>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  |

# Comparison of U.S. Patent No. 6,993,572 and ViaWeb Prior Art

| Claim<br>No. | Claim Language of U.S. Patent No. 6,993,572 | ViaWeb Art Relevant Disclosures   |
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|              |   | Officer Riss Estes. Still, the merchant can scan in corporate logos and   |
|              |   | product pictures to jazz up the site." CyberStoreFronts for Rookies. [DFNDT0005069-70]  |
|              |   | "The obstacle to setting up a store on the Internet was the cost. John said he'd heard stories about people spending \$7,000 to \$8,000 to pay someone to build their first Web store, and he'd also heard that over \$0 percent of the on-line stores were failing. Rather than spend that kind of money, John heard about ViaWeb, an on-line electronic mall where he could set up his store for \$100 to \$300 a month to start with no lease or long-term commitment. ViaWeb also offered the advantage of allowing John to display his products without knowing how to program HTML. All John needed was Internet access, which he had through Microsoft's MSN service, and he could design his Web store while on-line." Making Money. [DFNDT0004436] |
|              |   | "So in 1994, John went to work to test his first "beta" store. Even though the ViaWeb site was inexpensive, John needed images and descriptions of the products to place on-line. John got most of the images of products from the vendors. To find the vendors, John went to the studios, who provided him with a licensee list of companies who had acquired the rights to design "branded" merchandise. John then contacted those companies and made deals to buy the merchandise from them." Moking Money. [DFNDT0004436]   |
|              |   | "Some enterprising entrepreneurs have turned their computer expertise into a way to provide "turnkey" business sites. "Cybermalls," groups of stores on the same Web server, are no longer the rage everyone thought they would be in the beginning, mostly because cybercitizens are not bound by geographical limits. What is becoming popular are services that do the programming for businesses, so all  |
|              |   | the business has to do is use a browser to create and maintain store stock in a Web "store." ViaWeb is such a concept, started by four Harvard graduate students who decided that businesses shouldn't have to go to the trouble of knowing how to code HTML in order to have an Internet store." Making Money. [DFNDT0004484-5]  |

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| Claim<br>No. | Claim Language of U.S. Patent No. 6,993,572 | ViaWeh Art Relevant Disclosures  |
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|              |   | "Paul Graham was one of four Harvard graduate students who were sitting around one day trying to come up with an application for doing business on the internet. The group agreed that an on-line mall was a good idea, and that an application could be built so that potential mall merchants wouldn't have to know HTML code to have a storefront on a cybermall. But the magic moment came when someone suggested that stores could be built interactively, so the user needed nothing, more than a PC with Internet access to create his or her own cyberstore. "That was, when we knew we had to do it," Paul 'said." Making Money. [DFNDT0004485]   |
|              |   | "In the beginning, the students started ViaWeb on a Pentium PC in someone's living room. To attract the funding they needed to keep the project going, the team sought out venture capitalists to drag into the living room and seev ViaWeb in action. ViaWeb became a two-part project: ViaMall, an Internet mall where cybercitizens can shop, and ViaWeb, the interactive engine that allows merchants to build their ViaMall sites. All that is required of the merchant is photos in an electronic format that can be transferred to ViaWeb (uploaded) as the site is built and descriptions of the items for sale. In July 1995, ViaWeb was ready to go. To attract merchants, Paul said pric-ing was se aggressively with no leases or long-term commitments. The company also set up an interactive demo so that users visiting the ViaWeb site could practice setting up their own store—they just couldn't save it. In addition, ViaMall supplies merchants with an easy-to-read report available anytime that contains a complete listing of information on the visitors to their site. The report includes hit rates, click-through, the last Web site the user came from before entering the store, and how much each individual purchased. By tracing the last Web site and the purchase amount, vendors can find out which Internet advertising is working and which isn't." Making Money. [DFNDT0004485-6] |
|              |   | Also see DFNDT0005052, 5055-5059, 5071-5080, 51111-5117, 5120-5122, 5141-514 5156-5167, 5206-5256, and 5206-5207 for more information about ViaWeb, and examples of host websites/webpages and outsource websites/webpages.  |

#### Comparison of U.S. Patent No. 6,993,572 and ViaWeb Prior Art

| Claim<br>No. | Claim Language of U.S. Patent No. 6,993,572   | ViaWeb Art Relevant Disclosures   |
|--------------|---|---|
| 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. | "Since that slow start, John has built over a dozen specialty merchandise stores. Some are based on other television shows such as The X-Files, Friends, or ER; others are based on popular movies like Men in Black (MIB); and others are stores he runs for other Web sites on the Internet." Moking Money. [DFNDT0004437]  "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." ViaWeb Features. [DFNDT0005148-50]  "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.  To the Viaweb and Rolling Stone.  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 "thurmbaul" images for use in section pages. You only need to upload one version of each image, and Viaweb makes the rest. |

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# Comparison of U.S. Patent No. 6,993,572 and ViaWeb Prior Art

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| Claim<br>No. | Claim Language of U.S. Patent No. 6,993,572 | ViaWeb Art Relevant Disclosures  |
|--------------|---|--|
|              |   | 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 Sigu It! (2600 items).  See our online documentation for details of how to generate your site from a database." ViaWeb How It Works. [DFNDT0005151-4]  "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." 3.0 Release. [DFNDT0005257-8]  "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." ViaWeb Resellers. [DFNDT0005263-4]  "In Viaweb, every object (e.g. an item or section) has 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." RTML overview [DFNDT0005265] |
|              |   | "We already have a web site. Can we put just the commerce part on your server?   |

# Comparison of U.S. Patent No. 6,993,572 and ViaWeb Prior Art

| Claim<br>No. | Claim Language of U.S. Patent No. 6,993,572 | ViaWeb Art Relevant Disclosures  |
|--------------|---|--|
|              |   | 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  |
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|              |   | "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.   |
|              |   | 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." ViaWeb How It Works. [DFNDT000S151-4] |
|              |   | "Using an ordinary web browser, a merchant can log into Viaweb's site (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." 3.0 Release. [DFNDT0005257-8]   |
|              |   | "Paul Graham of ViaWeb sells custom Internet stores in his ViaMall site." Paul<br>Edwards, Sarah Edwards, and Linda Rohrbough, <i>Making Money. [DFNDT0004356-004648]</i> .  |
|              |   | "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   |

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| Claim<br>No. | Claim Language of U.S. Patent No. 6,993,572 | ViaWeb Art Relevant Disclosures  |
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|              |   | 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." CyberStoreFronts for Rookies. [DFNDT0005069-70]  |
|              |   | "The obstacle to setting up a store on the Internet was the cost. John said he'd heard stories about people spending \$7,000 to \$8,000 to pay someone to build their first Web store, and he'd also heard that over 50 percent of the on-line stores were failing. Rather than spend that kind of money, John heard about ViaWeb, an on-line electronic mall where he could set up his store for \$100 to \$300 a month to start with no lease or long-term commitment. ViaWeb also offered the advantage of allowing John to display his products without knowing how to program HTML. All John needed was Internet access, which he had through Microsoft's MSN service, and he could design his Web store while on-line." Making Money. [DFNDT0004436] |
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|              |   | popular are services that do the programming for businesses, so all the business has to do is use a browser to create and maintain store stock in a Web "store." ViaWeb is such a concept, started by four Harvard graduate students who decided that businesses shouldn't have to go to the trouble of knowing how to code HTML in order to have an  |
|              |   | Internet store." Making Money. [DFNDT0004484-5]  "Paul Graham was one of four Harvard graduate students who were sitting around one day trying to come up with an application for doing business on the internet. The group agreed that an on-line mall was a .good idea, and that an application could be built so that potential mall merchants wouldn't have to know HTML code to have a storefront on a cybermall. But the magic moment came when someone suggested that stores could be built interactively, so the user needed nothing, more than a PC with Internet access to create his or her own cyberstore. "That was, when we knew we had to do it," Paul 'said." Making Money (DFNDT0004485)     |
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# Comparison of U.S. Patent No. 6,993,572 and ViaWeb Prior Art

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| Claim<br>No. | Claim Language of U.S. Patent No. 6,993,572  | ViaWeb Art Relevant Disclosures  |
|--------------|--|--|
|              |  | find out which Internet advertising is working and which isn't." Making Money. [DFNDT0004485-6]  |
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| 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. | "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. And building a store using ViaWeb is easy enough so that while John asks that his costs be reimbursed, all he requires from a potential Web site is a percentage of the sales of the new store. John says this helps him sell stores to other sites because it's essentially a no-risk proposition to them." Making Money. [DFNDT0004437]  "Since that slow start, John has built over a dozen specialty merchandise stores. Some are based on other television shows such as The X-Files, Friends, or ER; others are based on popular movies like Men in Black (MIB); and others are stores he mns for other Web sites on the Internet." Making Money. [DFNDT0004437] |
|              |  | "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." ViaWeb Features. [DFNDT0005148-50]  |
|              |  | "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  |

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# Comparison of U.S. Patent No. 6,993,572 and ViaWeb Prior Art

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| Claim<br>No. | Claim Language of U.S. Patent No. 6,993,572 | ViaWeb Art Relevant Disclosures  |
|--------------|---|--|
|              |   | 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.   |
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|              |   | The Viaweb and Viamall sites were both created entirely with Viaweb." ViaWeb How It Works. [DFNDT0005151-4]  |
|              |   | "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 Sigu It! (2600 items). |
|              |   | See our online documentation for details of how to generate your site from a database." ViaWeb How It Works. [DFNDT0005151-4]  |
|              |   | "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." 3.0 Release. [DFNDT0005257-8]  |
|              |   | "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  |

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| Claim<br>No | Claim Language of U.S. Patent No. 6,993,572  | ViaWeb Art Relevant Disclosures  |
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| No. 21      | The process of claim 17 wherein the look and feel description comprises data defining: | 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." ViaWeb Resellers. [DFNDT0005263-4]  "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." RTML Overview. [DFNDT0005265]  Also see DFNDT0005052, 5055-5059, 5071-5080, 51111-5117, 5120-5122, 5141-51-5156-5167, 3206-3256, and 3206-3207 for more information about ViaWeb, and examples of host websites/webpages and outsource websites/webpages.  "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. And building a store using ViaWeb is easy enough so that while John asks that his costs be reimbursed, all he requires from a potential Web site is a percentage of the sales of the new store. John says this helps him sell stores to other sites because it's essentially a no-risk proposition to them." Making Money. [DFNDT0004437]  "Since that slow start, John has built over a dozen specialry merchandise stores. Some are based on other television shows such as The X-Files, Friends, or ER; others are based on popular movies like Men in Black (MIB); and others are stores he runs for other Web sites on the Interuct." Making Money. |
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| 2.00         |   | 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 reselers can use Viaweb as a platform to develop customized sites for clients." ViaWeb Features. [DFNDT0005148-50]  "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." ViaWeb How Works. [DFNDT0005151-4] |
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| 21(a)        | a logo associated with and displayed on at least<br>some of the web pages of the first website; | "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. And building a store using ViaWeb is easy enough so that while John asks that his costs be reimbursed, all he requires from a potential Web site is a percentage of the sales of the new store. John says this helps him sell stores to other sites because   |

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|              |   | resellers can use Viaweb as a platform to develop customized sites for clients." ViaWeb Features. [DFNDT0005148-50]  |
|              |   | "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 Viamals sites were both created entirely with Viaweb." ViaWeb How It Works. [DFNDT0005151-4]  |
|              |   | "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<br>an image on your local disk, and upload it right into the item's page.   |
|              |   | an image on your local disk, and upload it right into the item 8 page.  What's more, Viaweb will automatically create smaller "thumbnail"  |
|              |   | images for use in section pages. You only need to upload one version   |

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| Claim<br>No. | Claim Language of U.S. Patent No. 6,993,572 | ViaWeb Art Relevant Disclosures   |
|--------------|---|---|
| 1996         |   | 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 Sigu It! (2600 items).  See our online documentation for details of how to generate your site |
|              |   | from a database." ViaWeb How It Works. [DFNDT0005151-4]   |
|              |   | Iron a database. Transcriber it works. [Dr ND10003131-4]  |
|              |   | "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." 3.0 Release. [DFNDT0005257-8]  |
|              |   | "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<br>Concha." ViaWeb Resellers. [DFNDT0005263-4]    |
|              |   | Concha. Viarreo Reseners. [Dr ND10003205-4]   |
|              |   | "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." RTML Overview. [DFNDT0005265]  |
|              |   | Also see DFNDT0005052, 5055-5059, 5071-5080, 51111-5117, 5120-5122, 5141-51                                     |

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| Claim<br>No. | Claim Language of U.S. Patent No. 6,993,572                                 | ViaWeb Art Relevant Disclosures   |
|--------------|---|---|
| 30           |   | 5156-5167, 5206-5256, and 5206-5207 for more information about ViaWeb, and examples of host websites/webpages and outsource websites/webpages.  |
| 21(b)        | a color scheme used on at least some of the web pages of the first website; | "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. And building a store using ViaWeb is easy enough so that while John asks that his costs be reimbursed, all he requires from a potential Web site is a percentage of the sales of the new store. John says this helps him sell stores to other sites because it's essentially a no-risk proposition to them." Making Money: [DFNDT0004437]  "Since that slow start, John has built over a dozen specialty merchandise stores. Some are based on other television shows such as The X-Files, Friends, or ER; others are based on popular movies like Men in Black (MIB); and others are stores he runs for other Web sites on the Interuet." Making Money. [DFNDT0004437] |
|              |   | "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." ViaWeb Features. [DFNDT0005148-50]   |
|              |   | "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  |

Comparison of U.S. Patent No. 6,993,572 and ViaWeb Prior Art

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# Comparison of U.S. Patent No. 6,993,572 and ViaWeb Prior Art

| Claim Language of U.S. Patent No. 6,993,572 | ViaWeb Art Relevant Disclosures   |
|---|---|
|   | of Hollywood and Rolling Stone. The Viaweb and Viamall sites were both created entirely with Viaweb." ViaWeb How It   |
|   | Works. [DFNDT0005151-4]  "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 Sigu It! (2600 items). See our online documentation for details of how to generate your site |
|   | from a database." ViaWeb How It Works. [DFNDT0005151-4]  "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." 3.0 Release. [DFNDT0005257-8]  |
|   | "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   |
|   | Claim Language of U.S. Patent No. 6.993.572   |

# Comparison of U.S. Patent No. 6,993,572 and ViaWeb Prior Art

| Claim<br>No. | Claim Language of U.S. Patent No. 6,993,572                                    | ViaWeb Art Relevant Disclosures   |
|--------------|--|---|
| 700          |  | Concha." ViaWeb Resellers. [DFNDT0005263-4]  "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." RTML Overview. [DFNDT0005265]  Also see DFNDT0005052, 5055-5059, 5071-5080, 51111-5117, 5120-5122, 5141-5147.  |
|              |  | 5156-5167, 3206-3236, and 3206-5207 for more information about ViaWeb, and examples of host websites/webpages and outsource websites/webpages.  |
| 21(c)        | a page layout used on at least some of the web pages of the first website; and | "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. And building a store using ViaWeb is easy enough so that while John asks that his costs be reimbursed, all he requires from a potential Web site is a percentage of the sales of the new store. John says this helps him sell stores to other sites because it's essentially a no-risk proposition to them." Making Money. [DFNDT0004437]  "Since that slow start, John has built over a dozen specialty merchandise stores. Some are based on other television shows such as The X-Files, Friends, or ER; other are as the based on popular movies like Men in Black (MIB); and others are stores he runs for other Web sites on the Interuet." Making Money. [DFNDT0004437] |
|              |  | "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   |

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| Claim<br>No. | Claim Language of U.S. Patent No. 6,993,572 | ViaWeb Art Relevant Disclosures  |
|--------------|---|--|
| W9980        |   | 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." ViaWeb Features. [DFNDT0005148-50]   |
|              |   | "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." ViaWeb How   |
|              |   | Works. [DFNDT0005151-4]  |
|              |   | "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 vour 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 Sigu It! (2600 items).   |
|              |   | See our online documentation for details of how to generate your site  |
|              |   | from a database." ViaWeb How It Works. [DFNDT0005151-4]  |
|              |   | non a samono. Han to from a morae, [DI IDD 10007171-7]   |
|              |   | "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." 3.0 Release. [DFNDT0005257-8]   |

#### Comparison of U.S. Patent No. 6,993,572 and ViaWeb Prior Art

| Claim<br>No. | Claim Language of U.S. Patent No. 6,993,572   | ViaWeb Art Relevant Disclosures  |
|--------------|---|--|
|              |   | "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." ViaWeb Resellers. [DFNDT0005263-4]  "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." RTML Overview. [DFNDT0005265]  Also see DFNDT0005052, 5055-5059, 5071-5080, 51111-5117, 5120-5122, 5141-5147, 5156-5167, 5206-5256, and 5206-5207 for more information about ViaWeb, and examples of host websites/webpages and outsource websites/webpages. |
| 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. | "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. And building a store using ViaWeb is easy enough so that while John asks that his costs be reimbursed, all he requires from a potential. Web site is a percentage of the sales of the new store. John says this helps him sell stores to other sites because it's essentially a no-risk proposition to them." Making Money. [DFNDT0004437]  "Since that slow start, John has built over a dozen specialty merchandise stores. Some are based on other television shows such as The X-Files.  |

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# Comparison of U.S. Patent No. 6,993,572 and ViaWeb Prior Art

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| Claim<br>No. | Claim Language of U.S. Patent No. 6,993,572 | ViaWeb Art Relevant Disclosures   |
|--------------|---|---|
|              |   | Friends, or ER: others are based on popular movies like Men in Black (MIB); and others are stores he runs for other Web sites on the Interuet." Making Money. [DFNDT0004437]  |
|              |   | "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." ViaWeb Features [DFNDT0005148-50]  |
|              |   | "Does our store have to look the same as all the others?  Par 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." ViaWeb How It Works. [DFNDT0005151-4]   |
|              |   | "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 |

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# Comparison of U.S. Patent No. 6,993,572 and ViaWeb Prior Art

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| Claim<br>No. | Claim Language of U.S. Patent No. 6,993,572 | ViaWeb Art Relevant Disclosures  |
|--------------|---|--|
|              | Claim Language of U.S. Patent No. 6,993,572 | 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 Sigu Itl (2600 items). See our online documentation for details of how to generate your site from a database." ViaWeb How It Works. [DFNDT0005151-4]  "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, RTML, a superset of HTML with the power of a real programming language." 3.0 Release. [DFNDT0005257-8]  "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. VASS 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." ViaWeb Resellers. [DFNDT0005263-4]  "In Viaweb, every object (e.g. an item or section) has an RTML template hat 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." RTML Overview. [DFNDT0005265]  Also see DFNDT0005052, 5055-5059, 5071-5080, 51111-5117, 5120-5122, 5141-5147, 5156-3167, 5206-5256, and 5206-5207 for more information about ViaWeb, and |
|              |   | examples of host websites/webpages and outsource websites/webpages.  |

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#### Comparison of U.S. Patent No. 6,993,572 and ViaWeb Prior Art

| Claim<br>No. | Claim Language of U.S. Patent No. 6,993,572   | ViaWeb Art Relevant Disclosures   |
|--------------|---|---|
| 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. | "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. And building a store using ViaWeb is easy enough so that while John asks that his costs be reimbursed, all he requires from a potential Web site is a percentage of the sales of the new store. John says this helps him sell stores to other sites because it's essentially a no-risk proposition to them." Making Money. [DFNDT0004437] "Since that slow start, John has built over a dozen specialty merchandise |
|              |   | stores. Some are based on other television shows such as The X.Files, Friends, or ER; others are based on popular movies like Men in Black (MIB); and others are stores he runs for other Web sites on the Internet." Making Money. [DFNDT0004437]  |
|              |   | "Viaweb includes a powerful scripting language called RTML for<br>defining page templates. In Viaweb, a template means more than just<br>an HTML skeleton for a page: RTML is a superset of HTML that also<br>includes programming language features and operators for generating<br>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." ViaWeb Features. [DFNDT0005148-50]   |
|              |   | "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.  |
|              |   | 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." ViaWeb How I Works. [DFNDT0005151-4]   |
| 706789.1     |   | "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 nace. If you click on that button you'll be able to select   |

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#### $Comparison \ of \ U.S.\ Patent\ No.\ 6,993,572\ and\ Shop Site\ Prior\ Art\ combined\ with\ Viaweb\ Prior\ Art\ and\ Net. Commerce\ Prior\ Art\ and\ Net.$

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, ShopSite Prior combined with Viaweb Prior Art, and Net Commerce Prior Art renders obvious the asserted claims as described in part below. See Defendants' Invalidity Contentions for an explanation of the reasons for combining the teachings of ShopSite Prior Art, Viaweb Prior Art, and Net.Commerce Prior Art.

| Claim<br>No. | Claim Language of U.S. Patent No. 6,993,572   | Relevant Disclosures  |
|--------------|---|---|
| 13           | An e commerce outsourcing system comprising:  | See Ex. 43B, at 13.<br>See Ex. 44B, at 13.<br>See Ex. 33B, at 13.                 |
| 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   | See Ex. 43B, at 13(a).<br>See Ex. 44B, at 13(a).<br>See Ex. 33B, at 13(a).        |
| 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 Interuet 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. | See Ex. 43B, at 13(b). See Ex. 44B, at 13(b). See Ex. 33B, at 13(b).              |
| 17           | An e commerce outsourcing process comprising the steps of:  | See Ex. 43B, at 17.<br>See Ex. 44B, at 17<br>See Ex. 33B, at 17<br>See 13, supra. |

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# $Comparison\ of\ U.S.\ Patent\ No.\ 6,993,572,\ ShopSite\ Prior\ Art,\ Viaweb\ Prior\ Art,\ and\ Net.\ Commerce\ Prior\ Art$

| Claim<br>No. | Claim Language of U.S. Patent No. 6,993,572   | Relevant Disclosures   |
|--------------|---|--|
| 17(a)        | storing a look and feel description associated with a first website in a data store associated with a second website;   | See Ex. 43B, at 17(a).<br>See Ex. 44B, at 17a).<br>See Ex. 33B, at 17(a).<br>See 13(a), supra. |
| 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 Ex. 43B, at 17(b). See Ex. 44B, at 17(b). See Ex. 33B, at 17(b). See 13(b), supra.         |
| 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. | See Ex. 43B, at 17(c). See Ex. 44B, at 17(c). See Ex. 33B, at 17(c). See 13(c), supra.         |
| 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.  | See Ex. 43B, at 20.<br>See Ex. 44B, at 20.<br>See Ex. 33B, at 20.                              |
| 21           | The process of claim 17 wherein the look and feel description comprises data defining:  | See Ex. 43B, at 21.<br>See Ex. 44B, at 21.<br>See Ex. 33B, at 21.                              |
| 21(a)        | a logo associated with and displayed on at least<br>some of the web pages of the first website;   | See Ex. 43B, at 21(a).<br>See Ex. 44B, at 21(a).<br>See Ex. 33B, at 21(a).                     |
| 21(b)        | a color scheme used on at least some of the web pages of the first website;   | See Ex. 43B, at 21(b).<br>See Ex. 44B, at 21(b).   |
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#### Comparison of U.S. Patent No. 6,993,572, ShopSite Prior Art, Viaweb Prior Art, and Net.Commerce Prior Art

| Claim<br>No. | Claim Language of U.S. Patent No. 6,993,572            | Relevant Disclosures                             |
|--------------|--|--|
|              |  | See Ex. 33B, at 21(b).                           |
| 21(c)        | a page layout used on at least some of the web         | See Ex. 43B, at 21(c).<br>See Ex. 44B, at 21(c). |
|              | ,  | See Ex. 33B, at 21(c).                           |
| 21(d)        | navigational links, used on at least some of the       | See Ex. 43B, at 21(d).                           |
|              | web pages of the first website, each of which          | See Ex. 44B, at 21(d).                           |
|              | links link to specific web pages of the first website. | See Ex. 33B, at 21(d).                           |
| 23           | The process of claim 17 wherein the commerce           | See Ex. 43B, at 23.                              |
|              | object is a set of product categories and further      | See Ex. 44B, at 23.                              |
|              | comprising accepting search parameters through         | See Ex. 33B, at 23.                              |
|              | the composite web page and using said                  |  |
|              | parameters to search for specific products within      |  |
|              | the product categories.                                |  |

Obviousness-Type Double-Patenting Analysis for U.S. Patent No. 7,818,399 compared with U.S. Patent No. 6,993,572

| 399 Patent<br>Claim No. | '399 Patent Claim Language   | '572 Patent<br>Claim No. | Corresponding '572 Patent<br>Claim Language (not in order)  | Comments  |
|-------------------------|--|--------------------------|---|---|
| 1                       | A method of an outsource provider<br>serving web pages offering<br>commercial opportunities, the<br>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 vistor 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<br>belongs to one of a plurality of web<br>page owners;  | 17(a)                    | storing a look and feel description<br>associated with a first website in a<br>data store associated with a second<br>website   | This limitation is inherent in the '572 patent claim because of the parties' agree claim constructions:  • "first web page" is defined as "he web page" • "host/owner" is defined as "an operator of a website that engage in Interuet commerce by incorporating one or more links t an e-commerce outsource providinto its web content" • "website" is defined as "one or more related web pages at a location on the World Wide Web  The "first website" of the '572 patent claim is one or more web pages belongin to a host or owner. Moreover, it was we |

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# Obviousness-Type Double-Patenting Analysis for U.S. Patent No. 7,818,399 compared with U.S. Patent No. 6,993,572

| '199 Patent<br>Claim No. | '399 Patent Claim Language  | 572 Patent<br>Claim No. | Carresponding *572 Patent<br>Claim Language (not in order)  | Comments   |
|--------------------------|---|-------------------------|---|--|
|                          |   |                         | 3 3   | 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)(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 | 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  The process of claim 17 further comprising storing at the second website data concerning a plurality |  |
|                          |   |                         | of commerce objects.  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.   |  |
| l(a)(iii)                | wherein the selected merchant, the<br>outsource provider, and the owner<br>of the first web page are each third<br>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  The process of claim 17 further  | This limitation is inherent in the '\$72 patent claim because of the parties' agreed claim constructions:  "first website" is defined as "host website"  "host/owner" is defined as "an operator of a website that engaged in Internet commerce by |

Obviousness-Type Double-Patenting Analysis for U.S. Patent No. 7,818,399 compared with U.S. Patent No. 6,993,572

| 399 Patent | 2900 B : 2 FI - T  | 572 Patent | Corresponding 572 Patent  | Comments   |
|------------|--|------------|---|--|
| Claim No.  | '399 Patent Claim Language   | Claim No.  | Claim Language (not in order)   |  |
|            |  |            | comprising storing at the second website data concerning a plurality of commerce objects.  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.  | incorporating one or more links to an e-commerce outsource provider into its web content"  • "merchant" is defined as "producer, distributor, or reseller of goods or services to be sold"  • "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 or services between merchant(s) and host(s)"  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. |
| 1(b)       | automatically retrieving from a<br>storage coupled to the server pre<br>stored data associated with the<br>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<br>link from a visitor computer to<br>which the web page has been   |  |

#### Obviousness-Type Double-Patenting Analysis for U.S. Patent No. 7,818,399 compared with U.S. Patent No. 6,993,572

| '399 Patent<br>Claim No. | 399 Patent Claim Language   | '572 Patent<br>Claim No. | Corresponding '572 Patent<br>Claim Language (not in order)   | Comments   |
|--------------------------|---|--------------------------|--|--|
|                          | second web page that includes:  | <i>-</i>                 | 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)(i)                  | information associated with the commerce object associated with the link that has been activated, and   | 17(c)                    | associated with the June 1 and feel description 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)(ii)                 | a plurality of visually perceptible<br>elements derived from the retrieved<br>pre stored data and visually<br>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. |
| *199 Patent<br>Claim No. | 399 Patent Claim Language   | 572 Patent<br>Claim No.  | Corresponding '572 Patent<br>Claim Language (not in order)   | Comments   |

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#### Obviousness-Type Double-Patenting Analysis for U.S. Patent No. 7,818,399 compared with U.S. Patent No. 6,993,572

| 399 Patent<br>Claim No. | °399 Patent Claim Language  | *572 Patent<br>Claim No. | Corresponding '572 Patent<br>Claim Language (not in order)   | Comments   |
|-------------------------|---|--------------------------|--|--|
| 19                      | A system useful in an outsource<br>provider serving web pages<br>offering commercial opportunities,<br>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 perceptible which visually perceptible elements, which visually perceptible elements correspond to the plurality of first web pages; | 8(a)                     | a data store including a look and<br>feel description associated with a<br>host website;   | This limitation is inherent in the '572 patent claim because of the parties' agree 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<br>belongs to one of a plurality of web<br>page owners;   | 8(a),<br>8(c)(iii)       | a data store including 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 correlating the host website with a selected commerce object | This limitation is inherent in the '572 patent claim because of the parties' agree claim constructions:  • "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 provide into its web content"  • "website" is defined as "one or more related web pages at a location on the World Wide Web'  The "host website" of the '572 patent claim is one or more web pages belonging to a host or owner. Moreover, it was welknown in the art at the time of the invention that such a plurality of web pagowners exist. See, e.g., '572 Patent 1:49-52. |

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## $Obviousness-Type\ Double-Patenting\ Analysis\ for\ U.S.\ Patent\ No.\ 7,818,399\ compared\ with\ U.S.\ Patent\ No.\ 6,993,572$

| '399 Patent<br>Claim No. | '399 Patent Claim Language   | 572 Patent<br>Claim No. | Corresponding '572 Patent<br>Claim Language (not in order)   | Comments  |
|--------------------------|--|-------------------------|--|---|
| 19(a)(ii)                | wherein each of the first web pages<br>displays at least one active link<br>associated with a commerce object<br>associated with a buying<br>opportunity of a selected one of a<br>plurality of merchants; and | 8(c)(iii)               | providing the host website with a<br>link for inclusion within a page on<br>the host website correlating the<br>host website with a selected<br>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(a),<br>8(c)(iii)      | a data store including 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 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:  • "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"  • "merchant" is defined as "producer, distributor, or reseller of goods or services to be sold"  • "outsource provider / e-commerce outsource provider is defined as "party, independent from the host associated with the commerce object, that provides e-commerce object, that provides e-commerce support services between merchant(s) and host(s)"  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(Ъ)                    | a computer server at the outsource   | 8(c)                    | a processor for executing  | •   |

## Obviousness-Type Double-Patenting Analysis for U.S. Patent No. 7,818,399 compared with U.S. Patent No. 6,993,572

| 399 Patent | *399 Patent Claim Language         | '572 Patent | Corresponding '572 Patent            | Comments |
|------------|------------------------------------|-------------|--------------------------------------|----------|
| Claim No.  |                                    | Claim No.   | Claim Language (not in order)        |          |
|            | provider, which computer server is |             | instructions that perform the steps  |          |
|            | coupled to the computer store and  |             | of: i) capturing a look and feel     |          |
|            | programmed to:                     |             | 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    |          |
|            |                                    |             | within a page on the host website    |          |
|            |                                    |             | 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 |          |
|            |                                    |             | 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.                          |          |
| 19(b)(i)   | receive from the web browser of a  | 8(c)(iv)    | upon receiving an activation of the  |          |
|            | computer user a signal indicating  |             | provided link via the                |          |
|            | activation of one of the links     |             | communication link, serving an e-    |          |
|            | displayed by one of the first web  |             | commerce supported page via the      |          |
|            | pages;                             |             | communication link with a look       |          |
|            |                                    |             | and feel based on the look and feel  |          |
|            |                                    |             | description in the data store and    |          |
|            |                                    |             | with content based on the            |          |

#### Obviousness-Type Double-Patenting Analysis for U.S. Patent No. 7,818,399 compared with U.S. Patent No. 6,993,572

| 399 Patent | '399 Patent Claim Language           | 572 Patent | Corresponding '572 Patent            | Comments |
|------------|--------------------------------------|------------|--------------------------------------|----------|
| Claim No.  | DAY LATERT Frame Fandrage            | Claim No.  | Claim Language (not in order)        |          |
|            |                                      |            | 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.                          |          |
| 19(b)(ii)  | automatically identify as the source | 8(c)(iv)   | upon receiving an activation of the  |          |
|            | page the one of the first web pages  |            | provided link via the                |          |
|            | on which the link has been           |            | communication link, serving an e-    |          |
|            | activated;                           |            | 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.                          |          |
| 19(b)(iii) | in response to identification of the | 8(c)(iv)   | upon receiving an activation of the  |          |
|            | source page, automatically retrieve  |            | provided link via the                |          |
|            | the stored data corresponding to the |            | communication link, serving an e-    |          |
|            | source page; and                     |            | 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     |          |

Obviousness-Type Double-Patenting Analysis for U.S. Patent No. 7,818,399 compared with U.S. Patent No. 6,993,572

| '399 Patent<br>Claim No. | °399 Patent Claim Language   | *572 Patent<br>Claim No. | Corresponding '572 Patent<br>Claim Language (not in order)  | Comments |
|--------------------------|--|--------------------------|---|----------|
|                          |  |                          | visitor computer perceives the page as associated with the host website even though it is served from the data store.   |          |
| 19(b)(iv)                | using the data retrieved,<br>automatically generate and transmit<br>to the web browser a second web<br>page that displays: | 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 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. |          |
| 19(b)(iv)(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 receiving the served page at the visitor computer perceives the page as associated with the host website even though it is served from the             |          |

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## $Obviousness-Type\ Double-Patenting\ Analysis\ for\ U.S.\ Patent\ No.\ 7,818,399\ compared\ with\ U.S.\ Patent\ No.\ 6,993,572$

| '399 Patent<br>Claim No. | '399 Patent Claim Language  | 572 Patent<br>Claim No. | Corresponding '572 Patent<br>Claim Language (not in order)   | Comments |
|--------------------------|---|-------------------------|--|----------|
|                          |   |                         | data store.  |          |
| 19(b)(iv)(B)             | the plurality of visually perceptible elements visually corresponding to the source page. | 8(c)(iv)                | upon receiving an activation of the provided link via the communication link, serving an ecommerce 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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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. 6,330,575 to Moore anticipates and/or renders obvious, alone or in combination with other prior art identified in Defendants' Amended Invalidity Contentions, the asserted claims as described in part below.

| Claim<br>No. | Claim Language of U.S. Patent No. 7,818,399  | Relevant Disclosure in U.S. Patent No. 6,330,575 ("Moore '575")  |
|--------------|--|--|
| 1            | A method of an outsource provider serving<br>web pages offering commercial opportunities,<br>the method comprising:  | Briefly, according to the invention a method for designing a Web page, to be hosted on a Web page server, comprises: providing an object-oriented, template-driven interface for a customer to utilize in the design of the Web page. This allows the customer, through the use of the interface, to design the Web page. The method also comprises the step of publishing the Web page at a destination of the customer's choosing.   |
|              |  | Briefly, in accordance with another aspect of the invention, a method for designing a Web page for use in a distributed electronic commerce system is provided. The commerce system comprises a Web page server and a second server which are electrically coupled to each other, and the Web page server hosts the Web page. The method comprises: creating a link to the second server, designing the Web page such that the link can be embedded into the Web page; and embedding the link into the Web page. |
|              |  | Moore '575, 3:23-39.   |
| 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; | Briefly, in accordance with another aspect of the invention, a method for designing a Web page for use in a distributed electronic commerce system is provided. The commerce system comprises a Web page server and a second server which are electrically coupled to each other, and the Web page server hosts the Web page. The method comprises: creating a link to the second server, designing the Web page such that the link can be embedded into the Web page; and embedding the link into the Web page. |

<sup>&</sup>lt;sup>1</sup> Unless noted, all citations in this chart are to U.S. Patent No. 6,330,575 by Victor S. Moore and Glen R. Walters (filed March 31, 1998, issued December 11, 2001). [DFNDT0000181-0000207]

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## Comparison of U.S. Patent No. 7,818,399 and U.S. Patent No. 6,330,575 to Moore ("Moore '575")

| Claim | Claim Language of U.S. Patent No. 7,818,399 | Relevant Disclosure in U.S. Patent No. 6,330,575 ("Moore '575")   |
|-------|---|---|
| No.   | Carm Language of U.S. Farrar No A318,599    | Server to hyperlink the Web customer back there to continue shopping.  Moore '575, 8:10-26.  The Development Tool can be used to support a variety of electronic commerce models. The preferred embodiment uses a special URL referred to as a "price URL." A price URL is a link to the Java servlets residing, in the preferred embodiment, on the Store Builder Server and   |
|       |   | can be attached to any style component. The Web customer would then select, for example by clicking with a mouse, the style component in order to buy the product which it describes. Alternate embodiments could use the price URLs to link straight to the Transaction Server, or to another site. The price URL has attached an encrypted message that contains a text description of the item for sale, including a picture, its costs, quantity of measure, the merchant's ID, several fields used to customize the Buy Page that is created from the attached data, and a special signature from the Store Builder Server. The encoding is done with the public key of the Store Builder Server, but other encryption means are possible. The signature assures that the price URL was created by the Store Builder Server, and therefore gnarantees that the price and the other data associated with the URL were originally created and sanctioned by the merchant. FIG. 15 shows the dialog page for the price URL. |
|       |   | The Store Builder Server is able to decrypt the price URL data and convert it into an HTML page (a Buy Page). A typical Buy Page is shown in FIG. 16, and its purpose and operation has been explained earlier. Another Java servlet on the Store Builder Server preserves the state between HTPd requests in the shopping basket. The shopping basket keeps track of the data portion of the price URL for all items that a shopper wants to buy from the Web pages.  Moore '\$75. 12:3-32.  |

#### Comparison of U.S. Patent No. 7,818,399 and U.S. Patent No. 6,330,575 to Moore ("Moore '575")

| Claim<br>No. | Claim Language of U.S. Patent No. 7,818,399 | Relevant Disclosure in U.S. Patent No. 6,330,575 ("Moore '575")   |
|--------------|---|---|
|              | Claim Language of U.S. Patent No. 7.818,399 | Moore '575, 3:31-39.  The customer, using a browser, goes to the Store Server and begins shopping, that is, browsing the content of the Web storefront 502.  When the customer finds a product that the customer would like to buy, he selects that product 504. The Store Server then jumps to the Store Builder Server by using a Uniform Resource Locator ("URL") 506.  The URL, called a price URL, contains all of the relevant information on the product, and all the information necessary to build a "Buy Page." The relevant product information includes a picture of the product, the product's price, and a description of the product.  Moore '575, 6:12-22.  "The Transaction Server could also perform, in alternate embodiments, the functions of the Store Builder Server. In such an embodiment, the price URL would hyperlink to the Transaction Server which would contain the Java servlet that builds the Buy Page, and the Java servlet that maintains the shopping basket." Moore '575, 7:16-21.  Also of importance is the fact that the Transaction Server, like the Store Builder Server, need not know where the Store Server is located. That is, the Transaction Server does not require that the Store Server, or even the Store Builder Server, be at any particular Internet address. Even in an embodiment in which the Transaction Server also performed the functions of the Store Builder Server, the Transaction |
|              |   | Even in an embodiment in which the Transaction Server also  |

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## Comparison of U.S. Patent No. 7,818,399 and U.S. Patent No. 6,330,575 to Moore ("Moore '575")

| Claim<br>No. | Claim Language of U.S. Patent No. 7.818,399   | Relevant Disclosure in U.S. Patent No. 6,330,575 ("Moore '575")   |
|--------------|---|---|
| 1(a)(i)      | wherein each of the first web pages belongs to one of a plurality of web page owners; | One method of distributing the electronic commerce functions is to separate out the function of the Transaction Server from the Web storefront and the inventory and financial database. Referring to FIG. 2, there is shown a system 200 containing a Transaction Processor 102 on one server (the Transaction Server 202), and a Web storefront 106 and inventory and financial database 104 both on a second server (the Store Server 204). This may be desirable, for instance, when the Web merchant desires to maintain its own Web storefront, whether due to the merchant's expertise, physical distance from the transaction service provider, or otherwise. Such a merchant could use any of the many hosting service providers such as CyberGate, Magg.Net, and UUNet.  Moore '575, 4:43-56.                           |
|              |   | "The Web storefront 106 acts as the virtual store for the customer 114, and contains whatever information the merchant has built into the Web-site (e.g. pictures, prices, search engines, etc.)." Moore '\$75,5:27-30.   |
|              |   | The merchant can redesign the site, change prices, decide to have a sale, add or delete products, update the site with pictures or other content, expand the number of places that offer the products for sale on-line, change hosting sites, and much more, all without even notifying the Store Builder Server or the Transaction Server. The merchant has almost complete control. The merchant can do anything the merchant wants with the site or with the information on the site. The only restriction is that the price URLs, which allow the Store Builder Server to build the Buy Pages, have to be included on the site, or elsewhere, in order for the Web customer to place an order. The merchant can even totally remove the Web storefront, and simply post the price URLs on news groups or on another web site. |
|              |   | Moore '575, 8:47-61.  |
| 1(a)(ii)     | wherein each of the first web pages displays at                                       | The customer, using a browser, goes to the Store Server and begins  |

| Claim | 1   |  |
|-------|---|--|
| No.   | Claim Language of U.S. Patent No. 7,818,399   | Relevant Disclosure in U.S. Patent No. 6,330,575 ("Moore '575")  |
|       | least one active link associated with a commerce object associated with a buying opportunity of a selected one of a plurality of merchants; and | shopping, that is, browsing the content of the Web storefront 502.  When the customer finds a product that the customer would like to buy, he selects that product 504. The Store Server then jumps to the Store Builder Server by using a Uniform Resource Locator ("URL") 506.  The URL, called a price URL, contains all of the relevant information on the product, and all the information necessary to build a "Buy Page." The relevant product information includes a picture of the product, the product's price, and a description of the product.  |
|       |   | Moore '575, 6:12-22.   |
|       |   | The Development Tool can be used to support a variety of electronic commerce models. The preferred embodiment uses a special URL referred to as a "price URL." A price URL is a link to the lava servlets residing, in the preferred embodiment, on the Store Builder Server and can be attached to any style component. The Web customer would then select, for example by clicking with a mouse, the style component in order to buy the product which it describes. Alternate embodiments could use the price URLs to link straight to the Transaction Server, or to another site. The price URL has attached an encrypted message that contains a text description of the item for sale, including a picture, its costs, quantity of measure, the merchant's ID, several fields used to customize the Buy Page that is created from the attached data, and a special signature from the Store Builder Server. The encoding is done with the public key of the Store Builder Server, but other encryption means are possible. The signature assures that the price URL was created by the Store Builder Server, and therefore gnarantees that the price and the other data associated with the URL were originally created and sanctioned by the merchant. FIG. 15 shows the dialog page for the price URL. |
|       |   | The Store Builder Server is able to decrypt the price URL data and convert it into an HTML page (a Buy Page). A typical Buy Page is  |

Comparison of U.S. Patent No. 7,818,399 and U.S. Patent No. 6,330,575 to Moore ("Moore '575")

| Claim     |   |  |
|-----------|---|--|
| No.       | Claim Language of U.S. Patent No. 7,818,399   | Relevant Disclosure in U.S. Patent No. 6,330,575 ("Moore '575")  |
|           |   | shown in FIG. 16, and its purpose and operation has been explained earlier. Another Java servlet on the Store Builder Server preserves the state between HTTPd requests in the shopping basket. The shopping basket keeps track of the data portion of the price URL for all items that a shopper wants to buy from the Web pages.  Moore '575, 12:3-32.   |
| 1(a)(iii) | wherein the selected merchant, the outsource  | Referring to FIG. 4, there is shown a distributed electronic commerce  |
| - (u)()   | provider, and the owner of the first web page are each third parties with respect to one other; | system 400 with a Store Builder Server 402. The merchant could download the Java wizard applet to build the pages for the Web storefront, which will reside on the Store Server 204. The Store Builder Server 402 would also contain Java servlets that would receive the HTML from the wizard applet for the storefront pages that the merchant designed and would build the store pages from this HTML. This, of course, would happen when the merchant initially designed the pages, or whenever the merchant updated or modified them. The servlet, on the Store Builder Server 402, would then publish the Web storefront pages wherever the merchant designates. The commerce system is thereby distributed even more, by separating (if desired) the tasks associated with designing the merchant's Web site. |
|           |   | Moore '575, 5:51-66.   |
|           |   | The merchant can redesign the site, change prices, decide to have a sale, add or delete products, update the site with pictures or other content, expand the number of places that offer the products for sale on-line, change hosting sites, and much more, all without even notifying the Store Builder Server or the Transaction Server. The merchant has almost complete control. The merchant can do anything the merchant wants with the site or with the information on the site. The only restriction is that the price URLs, which allow the Store Builder Server to build the Buy Pages, have to be included on the site, or elsewhere, in order for the Web customer to place an order. The   |

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## Comparison of U.S. Patent No. 7,818,399 and U.S. Patent No. 6,330,575 to Moore ("Moore '575")

| Claim | Claim Language of U.S. Patent No. 7,818,399   | Relevant Disclosure in U.S. Patent No. 6.330,575 ("Moore '575")   |
|-------|---|---|
| No.   |   | merchant can even totally remove the Web storefront, and simply post the price URLs on news groups or on another web site.  |
|       |   | Moore '575, 8:47-61.  |
| 1(b)  | automatically retrieving from a storage coupled<br>to the server pre stored data associated with the<br>source page; and then | The customer, using a browser, goes to the Store Server and begins shopping, that is, browsing the content of the Web storefront 502. When the customer finds a product that the customer would like to buy, he selects that product 504. The Store Server then jumps to the Store Builder Server by using a Uniform Resource Locator ("URL") 506. The URL, called a price URL, contains all of the relevant information on the product, and all the information necessary to build a "Buy Page." The relevant product information includes a picture of the product, the product's price, and a description of the product.  |
|       |   | Moore '575, 6:12-22.  |
|       |   | The Development Tool can be used to support a variety of electronic commerce models. The preferred embodiment uses a special URL referred to as a "price URL." A price URL is a link to the Java servlets residing, in the preferred embodiment, on the Store Builder Server and can be attached to any style component. The Web customer would then select, for example by clicking with a mouse, the style component in order to buy the product which it describes. Alternate embodiments could use the price URLs to link straight to the Transaction Server, or to another site. The price URL has attached an encrypted message that contains a text description of the item for sale, including a picture, its costs, quantity of measure, the merchant's ID, several fields used to customize the Buy Page that is created from the attached data, and a special signature from the Store Builder Server. The encoding is done with the public key of the Store Builder Server, but other encryption means are possible. The signature assures that the price URL was created by the Store Builder Server, and therefore gnarantees that the price and the other data associated with the URL were originally |

Comparison of U.S. Patent No. 7,818,399 and U.S. Patent No. 6,330,575 to Moore ("Moore '575")

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| 200          | 1  |  |
|--------------|--|--|
| Claim<br>No. | Claim Language of U.S. Patent No. 7,818,399  | Relevant Disclosure in U.S. Patent No. 6,330,575 ("Moore '575")  |
|              |  | created and sanctioned by the merchant. FIG. 15 shows the dialog page for the price URL.  The Store Builder Server is able to decrypt the price URL data and convert it into an HTML page (a Buy Page). A typical Buy Page is shown in FIG. 16, and its purpose and operation has been explained earlier. Another Java servlet on the Store Builder Server preserves the state between HTPd requests in the shopping basket. The shopping basket keeps track of the data portion of the price URL for all items that a shopper wants to buy from the Web pages.  Moore '\$75. 12:3-32.   |
| 1(c)         | automatically with the server computer generating and transmitting to the web browser a second web page that includes: | Moore 5/3, 123-32.  The Web storefront 106 acts as the virtual store for the customer 114, and contains whatever information the merchant has built into the Web-stie (e.g. pictures, prices, search engines, etc.). There is provided, according to the present invention, a Development Tool for designing the Web storefront 106. This tool greatly simplifies the task of creating the Web storefront initially and of modifying it and updating it. The Tool also ensures that the operation with the Transaction Server 202 is seamless for the customer 114.  The Tool derives much of its utility from the fact that it contains a series of templates, tailored to different industries, for creating pages. The fields on these templates can be filled with text, or with images from clip art (also included with the tool) or can be tailored to suit a specific merchant's needs. The task is greatly simplified by the inclusion of a prompting mode in which the tool will actually step a user through the process. As an additional tailoring feature, the tool can be adapted to whatever "look and fee!" the customer may desire. The customer may want to match the look and feel to that of other applications that the customer uses, or may simply feel more comfortable with another look and feel. |

| Claim<br>No. | Claim Language of U.S. Patent No. 7.818,399   | Relevant Disclosure in U.S. Patent No. 6,330,575 ("Moore '375")  |
|--------------|---|--|
|              |   | Moore '575, 5:27-48.  The customer, using a browser, goes to the Store Server and begins shopping, that is, browsing the content of the Web storefront 502.  When the customer finds a product that the customer would like to buy, he selects that product 504. The Store Server then jumps to the Store Builder Server by using a Uniform Resource Locator ("URL") 506.  The URL, called a price URL, contains all of the relevant information on the product, and all the information necessary to build a "Buy Page." The relevant product information includes a picture of the product, the product's price, and a description of the product.  Moore '575, 6:12-22. |
| 1(c)(i)      | information associated with the commerce object associated with the link that has been activated, and | See also Figs. 6-16.  The customer, using a browser, goes to the Store Server and begins shopping, that is, browsing the content of the Web storefront 502.  When the customer finds a product that the customer would like to buy, he selects that product 504. The Store Server then jumps to the Store Builder Server by using a Uniform Resource Locator ("URL") 506.  The URL, called a price URL, contains all of the relevant information on the product, and all the information necessary to build a "Buy Page." The relevant product information includes a picture of the   |
|              |   | product, the product's price, and a description of the product.  Moore '575, 6:12-22.  The Store-Builder Server receives the price URL, which is encrypted, and a Java "Buy Page" servlet builds a Buy Page from the received HTML 508. The customer can now either accept by selecting the option that puts the product in the customer's "shopping basket," or cancel the buy 510. If the buy operation is canceled, then the customer is returned to the Store Server and can continue shopping. If the buy   |

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#### Comparison of U.S. Patent No. 7,818,399 and U.S. Patent No. 6,330,575 to Moore ("Moore '575")

|              | Comparison of U.S. Patent No. 7,818,399 and U.S. Patent No. 6,350,575 to Moore ("Moore '5/5") |   |  |
|--------------|---|---|--|
| Claim<br>No. | Claim Language of U.S. Patent No. 7,818,399   | Relevant Disclosure in U.S. Patent No. 6,330,575 ("Moore '575")   |  |
|              |   | operation is accepted the Store Builder Server then presents the customer with his entire shopping basket up to that point, which the Store Builder Server creates and maintains. The customer can now delete items from the basket, change the quantities, "purchase" the entire basket, or return to the Store Server to continue shopping 512. It should be clear that the previous buy operation was equivalent to dropping the product in the shopping basket, and the purchase operation is equivalent to going to the check-out counter. The lava serviet that maintains the shopping basket could use any of a variety of means, including without limitation tracking the Web customer's browser address or prompting the customer for a name, for keeping track of which customer belongs to which basket.  |  |
|              |   | Moore '575, 6:23-43.  |  |
|              |   | The Development Tool can be used to support a variety of electronic commerce models. The preferred embodiment uses a special URL referred to as a "price URL." A price URL is a link to the Java servlets residing, in the preferred embodiment, on the Store Builder Server and can be attached to any style component. The Web customer would then select, for example by clicking with a mouse, the style component in order to buy the product which it describes. Alternate embodiments could use the price URLs to link straight to the Transaction Server, or to another site. The price URL has attached an encrypted message that contains a text description of the item for sale, including a picture, its costs, quantity of measure, the merchant's ID, several fields used to customize the Buy Page that is created from the attached data, and a special signature from the Store Builder Server. The encoding is done with the public key of the Store Builder Server, but other encryption means are possible. The signature assures that the price URL was created by the Store Builder Server, and therefore gnarantees that the price and the other data associated with the URL were originally created and sanctioned by the merchant. FIG. 15 shows the dialog page |  |

## Comparison of U.S. Patent No. 7,818,399 and U.S. Patent No. 6,330,575 to Moore ("Moore '575")

| Claim<br>No. | Claim Language of U.S. Patent No. 7,818,399  | Relevant Disclosure in U.S. Patent No. 6,330,575 ("Moore '575")   |
|--------------|--|---|
| No           | a plurality of visually perceptible elements derived from the retrieved pre stored data and visually corresponding to the source page. | for the price URL.  The Store Builder Server is able to decrypt the price URL data and convert it into an HTML page (a Buy Page). A typical Buy Page is shown in FIG. 16, and its purpose and operation has been explained earlier. Another Java servlet on the Store Builder Server preserves the state between HTTPd requests in the shopping basket. The shopping basket keeps track of the data portion of the price URL for all items that a shopper wants to buy from the Web pages.  Moore '575, 12:3-32.  See also Figs. 6-16.  The Web storefront 106 acts as the virtual store for the customer 114, and contains whatever information the merchant has built into the Web-site (e.g. pictures, prices, search engines, etc.). There is provided, according to the present invention, a Development Tool for designing the Web storefront 106. This tool greatly simplifies the task of creating the Web storefront initially and of modifying it and updating it. The Tool also ensures that the operation with the Transaction Server 202 is seamless for the customer 114. |
|              |  | The Tool derives much of its utility from the fact that it contains a series of templates, tailored to different industries, for creating pages. The fields on these templates can be filled with text, or with images from clip art (also included with the tool) or can be tailored to suit a specific merchant's needs. The task is greatly simplified by the inclusion of a prompting mode in which the tool will actually step a user through the process. As an additional tailoring feature, the tool can be adapted to whatever "look and feel" the customer may desire. The customer may want to match the look and feel to that of other applications that the customer uses, or may simply feel more comfortable with another look and feel.   |

## Comparison of U.S. Patent No. 7,818,399 and U.S. Patent No. 6,330,575 to Moore ("Moore '575")

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| Claim<br>No. | Claim Language of U.S. Patent No. 7,818,399   | Relevant Disclosure in U.S. Patent No. 6.330,575 ("Moore '575")   |
|--------------|---|---|
| 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.   | Moore '575, 5:27-48.  See also Figs. 6-16.  The second step is to create the default header and footer. The page header and footer are typically used for the company name and logo.  An email address and a link URL are also commonly included. As with many of the features of the Development Tool, the field size may be adjusted and images may be loaded. In this case, the height of the header, for example, may need to be increased in order to accommodate a particular company logo. Referring to FIG. 7, there is shown a screen 700 in which the merchant is prompted to enter the information for the header and the footer. The screen 700 further illustrates the simplicity of the merchant interface. |
|              |   | Moore '575, 11:4-15. See also Fig. 7.   |
| 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. | The customer, using a browser, goes to the Store Server and begins shopping, that is, browsing the content of the Web storefront 502.  When the customer finds a product that the customer would like to buy, he selects that product 504. The Store Server then jumps to the Store Builder Server by using a Uniform Resource Locator ("URL") 506.  The URL, called a price URL, contains all of the relevant information on the product, and all the information necessary to build a "Buy Page." The relevant product information includes a picture of the product, the product sprice, and a description of the product.  Moore '575, 6:12-22.   |
| 19           | A system useful in an outsource provider serving<br>web pages offering commercial opportunities,<br>the system comprising:  | See 1, supra.   |
| 19(a)        | (a) a computer store containing data, for each of<br>a plurality of first web pages, defining a plurality<br>of visually perceptible elements, which visually   | See 1(a)-1(b), supra.   |

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| Claim<br>No. | Claim Language of U.S. Patent No. 7,818,399  | Relevant Disclosure in U.S. Patent No. 6,330,575 ("Moore '575") |
|--------------|--|---|
|              | 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 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.  |   |
| 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 link that has been activated, and (B) the plurality of visually perceptible elements visually | See 1(a)-1(c), supra.   |

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#### Comparison of U.S. Patent No. 7,818,399 and U.S. Patent No. 6,490,567 to Gregory ("Gregory '567")1

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. 6,490,567 to Gregory anticipates and/or renders obvious, alone or in combination with other prior art identified in Defendants' Amended Invalidity Contentions, the asserted claims as described in part below.

| Claim<br>No. | Claim Language of U.S. Patent No. 7,818,399  | Relevant Disclosure in U.S. Patent No. 6,490,567 ("Gregory '367")   |
|--------------|--|---|
| 1            | A method of an outsource provider serving<br>web pages offering commercial opportunities,<br>the method comprising:  | Distributed electronic commerce is conducted over a network by substantially separating transaction functionality from merchant content. Electronic commerce transaction functionality is provided by a commerce server having a commerce database. The commerce server stores merchant and purchaser profile data and merchant content summaries on the commerce database. The purchaser browses and searches for product and merchant information using the commerce server, and is provided with more detailed information stored at a separate merchant content server system. The purchaser selects products to purchase, and a purchase order is sent to the commerce server. The commerce server initiates the settlement of accounts between the merchant and purchaser, and initiates order fulfilliment for the selected product. The separation of transaction functionality and merchant content onto separate servers under the control of a commerce service provider and a merchant, respectively, provides a more efficient and effective way of carrying out electronic commerce over a network. |
|              |  | Gregory '567, Abstract.   |
| l(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; | A purchaser requests the commerce server to send shopping information.  The purchaser browses or searches for products on the commerce server, and data regarding products and merchants is retrieved from the commerce database. At the purchaser's request for more information on a product or merchant, the commerce server refers the purchaser to an appropriate merchant content server, which contains much more detailed information about the product and merchant than is available from the commerce database.  |

<sup>&</sup>lt;sup>1</sup> Unless noted, all citations in this chart are to U.S. Patent No. 6,490,567 by James McKanna Gregory (filed January 15, 1997, issued December 3, 2002). [DFNDT0000145-0000163]

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## Comparison of U.S. Patent No. 7,818,399 and U.S. Patent No. 6,490,567 to Gregory ("Gregory '567")

| Claim<br>No. | Claim Language of U.S. Patent No. 7.818,399   | Relevant Disclosure in U.S. Patent No. 6,490,567 ("Gregory '567")   |
|--------------|---|---|
|              |   | While browsing or searching the merchant content server, the purchaser may select one or more products for purchase. When the purchaser indicates he is ready to effectuate such a transaction, data concerning the selected product or products are sent to the commerce server. The data include information sufficient to identify the product, purchaser and selling merchant. The commerce server communicates with an external payment system to debit the purchaser's account and credit the merchant's account, effectuating the sale. The commerce server also generates a fulfillment message that ensures product delivery to the purchaser.  Gregory '567, 2:48-67. |
| 1(a)(i)      | wherein each of the first web pages belongs to<br>one of a plurality of web page owners;  | In accordance with the present invention, an embodiment of which is shown in FIG. 2, electronic commerce is carried out over a network 21 with a purchaser 25, where content is distributed through the network on merchant content servers 22, and transaction functionality is provided by an electronic commerce server 23 having an electronic commerce database 24. Network 21 is a data network, an example of which is the   |
|              |   | Internet.  Gregory '567, 3:57-64. See also Fig. 2.  |
| 1(a)(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 | A purchaser requests the commerce server to send shopping information. The purchaser browses or searches for products on the commerce server, and data regarding products and merchants is retrieved from the commerce database. At the purchaser's request for more information on a product or merchant, the commerce server refers the purchaser to an appropriate merchant content server, which contains much more detailed information about the product and merchant than is available from the commerce database.   |
|              |   | While browsing or searching the merchant content server, the purchaser may select one or more products for purchase. When the purchaser   |

#### Comparison of U.S. Patent No. 7,818,399 and U.S. Patent No. 6,490,567 to Gregory ("Gregory '567")

| Claim<br>No. | Claim Language of U.S. Patent No. 7.818,399  | Relevant Disclosure in U.S. Patent No. 6,490,567 ("Gregory '567")  |
|--------------|--|--|
|              |  | indicates he is ready to effectuate such a transaction, data concerning the selected product or products are sent to the commerce server. The data include information sufficient to identify the product, purchaser and selling merchant. The commerce server communicates with an external payment system to debit the purchaser's account and credit the merchant's account, effectuating the sale. The commerce server also generates a fulfillment message that ensures product delivery to the purchaser.                                |
| 1(-)(!!)     | wherein the selected merchant, the outsource   | Gregory '567, 2:48-67.  In accordance with the present invention, an embodiment of which is  |
| 1(a)(iii)    | wheter me section the contentions, no obsolute provider, and the owner of the first web page are each third parties with respect to one other; | shown in FIG. 2, electronic commerce is carried out over a network 21 with a purchaser 25, where content is distributed through the network on merchant content servers 22, and transaction functionality is provided by an electronic commerce server 23 having an electronic commerce database 24. Network 21 is a data network, an example of which is the Internet.  |
|              |  | Gregory '567, 3:57-64. See also Fig. 2.  |
| 1(b)         | automatically retrieving from a storage coupled<br>to the server pre stored data associated with the<br>source page; and then                  | A purchaser requests the commerce server to send shopping information.<br>The purchaser browses or searches for products on the commerce server,<br>and data regarding products and merchants is retrieved from the<br>commerce database. At the purchaser's request for more information on<br>a product or merchant, the commerce server refers the purchaser to an<br>appropriate merchant content server, which contains much more detailed<br>information about the product and merchant than is available from the<br>commerce database. |
|              |  | While browsing or searching the merchant content server, the purchaser may select one or more products for purchase. When the purchaser indicates he is ready to effectuate such a transaction, data concerning the selected product or products are sent to the commerce server. The data include information sufficient to identify the product, purchaser and   |

#### Comparison of U.S. Patent No. 7,818,399 and U.S. Patent No. 6,490,567 to Gregory ("Gregory '567")

| Claim<br>No. | Claim Language of U.S. Patent No. 7,818,399 | Relevant Disclosure in U.S. Patent No. 6,490,567 ("Gregory '567")   |
|--------------|---|---|
| <u> </u>     |   | selling merchant. The commerce server communicates with an external payment system to debit the purchaser's account and credit the merchant's account, effectuating the sale. The commerce server also generates a fulfillment message that ensures product delivery to the purchaser.  |
|              |   | Gregory '567, 2:48-67.  |
|              |   | The content servers 22 are controlled by merchants, and contain detailed merchant data. This merchant data comprises information on the products offered by the merchant, including product names, manufacturers, colors, sizes, and prices. It also includes multimedia information about the product, comprising at least one type of text, audio, graphic, animation and video data. Merchant data also comprises detailed information regarding warranty, guarantee, and merchandise return information, as well as background information regarding the merchant. Merchant content data includes information that comprises an electronic catalog of the merchant's products.  |
|              |   | Gregory '567, 3:65-4:9.   |
|              |   | Commerce server data comprises summary data on the products offered by those merchants that have content servers that subscribe to the electronic commerce service. In one embodiment, this includes product numbers, product categories, sizes, colors, prices, and a link to the appropriate merchant content server where more product information can be found. Commerce server data may also include merchant profile data, including summaries of the forms of payment accepted by a merchant, merchant policies, and merchant background information. Merchant profile data is added to the commerce database when the merchant initially registers for the service, and may be updated at any time by the merchant. |

#### Comparison of U.S. Patent No. 7,818,399 and U.S. Patent No. 6,490,567 to Gregory ("Gregory '567")

| Claim | Claim Language of U.S. Patent No. 7,818,399  | Relevant Disclosure in U.S. Patent No. 6.490,567 ("Gregory '567")  |
|-------|--|--|
| No.   | 9.9  | Gregory '567, 4:53-65.   |
| 1(c)  | automatically with the server computer generating and transmitting to the web browser a second web page that includes: | "The present invention thus advantageously provides a convenient and efficient way for a purchaser to shop over a network through simple and easy to understand interfaces. An embodiment of such an interface is shown in FIG. 11." Gregory '567, 7:54-57.  |
|       |  | A purchaser may choose to view product and merchant information by predetermined category, such as home appliances 113, outdoor gear 114, or electronics 115. Alternatively, the purchaser may wish to carry out a search of the commerce database. Such a search may be boolean, e.g., HIKING AND (BOOTS OR SHOES). In another embodiment, the search is in a natural language format as is known in the art, e.g., 1 NEED HIKING BOOTS FOR BACKPACKING.  |
|       |  | An embodiment of a screen responsive to such a natural language inquiry is shown in FIG. 12. Here, the response is shown according to the names of merchants 121, 122, 123 and 124 who sell hiking boots. In another embodiment, the response is shown in accordance with hiking boots products listed in the commerce database. In the embodiment shown in FIG. 12, tokens are displayed for each merchant indicating the types of payment accepted by the merchant 125 and the number of days in the merchants money-back guarantee 126. This is merely meant to be exemplary of the types of information that could be supplied to the purchaser at this stage. Other types of information such as warranty information and service telephone numbers could also be included. |
|       |  | Upon selecting a merchant from the screen shown in FIG. 12, the purchaser is referred by the commerce server to the content server on which the selected merchant has placed his merchant content. In one embodiment in which the present invention is implemented on the Internet, the URL of the merchant is contained in a table in the commerce database that cross-references it to the merchant identifier in the product data structure. In another embodiment, the network address   |

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## Comparison of U.S. Patent No. 7,818,399 and U.S. Patent No. 6,490,567 to Gregory ("Gregory '567")

| Claim<br>No. | Claim Language of U.S. Patent No. 7.818,399   | Relevant Disclosure in U.S. Patent No. 6,490,567 ("Gregory '567")  |
|--------------|---|--|
|              |   | of the content server is included in the product data structure as an additional field.  |
|              |   | Upon accessing the content server, the purchaser is presented with an electronic version of the merchant's store. Such stores are well known in the art as websites on the World Wide Web (WWW). The purchaser is able to search and browse among products offered by the merchant; learn detailed information regarding the merchant's return policy, learn about forms of payment accepted by the merchant; and order products. An example of a product screen at a content server is shown in FIG. 13. The picture of the boot 131 may be animated, and the boot could be slowly turned so all sides may be viewed. Audio accompanies the picture, describing the advantageous features of the boot. This is supplemented with textual information 132, as well as information about the boot's available sizes 133, weight 134, suggested retail price 135, offer price 136, and offer expiration date 137. If the purchaser wants to select the boot for purchase, the purchaser selects the Buy This button 138 at the bottom of the screen. |
|              |   | Gregory '567, 8:3-52. See also Figs. 11-13.  |
| 1(c)(i)      | (i) information associated with the commerce<br>object associated with the link that has been<br>activated, and | "The present invention thus advantageously provides a convenient and efficient way for a purchaser to shop over a network through simple and easy to understand interfaces. An embodiment of such an interface is shown in FIG. 11." Gregory '567, 7:54-57.  |
|              |   | A purchaser may choose to view product and merchant information by predetermined category, such as home appliances 113, outdoor gear 114, or electronics 115. Alternatively, the purchaser may wish to carry out a search of the commerce database. Such a search may be boolean, e.g., HIKING AND (BOOTS OR SHOES). In another embodiment, the search is in a natural language format as is known in the art, e.g., I NEED HIKING BOOTS FOR BACKPACKING.  |

## Comparison of U.S. Patent No. 7,818,399 and U.S. Patent No. 6,490,567 to Gregory ("Gregory '567")

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| Claim<br>No. | Claim Language of U.S. Patent No. 7,818,399 | Relevant Disclosure in U.S. Patent No. 6.490,567 ("Gregory '567")   |
|--------------|---|---|
|              |   | An embodiment of a screen responsive to such a natural language inquiry is shown in FIG. 12. Here, the response is shown according to the names of merchants 121, 122, 123 and 124 who sell hiking boots. In another embodiment, the response is shown in accordance with hiking boots products listed in the commerce database. In the embodiment shown in FIG. 12, tokens are displayed for each merchant indicating the types of payment accepted by the merchant 125 and the number of days in the merchant's money-back guarantee 126. This is merely meant to be exemplary of the types of information that could be supplied to the purchaser at this stage. Other types of information such as warranty information and service telephone numbers could also be included.  Upon selecting a merchant from the screen shown in FIG. 12, the purchaser is referred by the commerce server to the content server on which the selected merchant has placed his merchant content. In one embodiment in which the present invention is implemented on the Internet, the URL of the merchant is contained in a table in the commerce database that cross-references it to the merchant identifier in the product data structure. In another embodiment, the network address of the content server is included in the product data structure as an |
|              |   | additional field.  Upon accessing the content server, the purchaser is presented with an electronic version of the merchant's store. Such stores are well known in the art as websites on the World Wide Web (WWW). The purchaser is able to search and browse among products offered by the merchant; learn detailed information regarding the merchant return policy, learn about forms of payment accepted by the merchant; and order products. An example of a product screen at a content server is shown in FIG. 13. The picture of the boot 131 may be animated, and the boot could be slowly turned so all sides may be viewed. Audio accompanies the picture, describing the advantageous features of the boot. This is supplemented with textual information 132, as well as information about  |

#### Comparison of U.S. Patent No. 7,818,399 and U.S. Patent No. 6,490,567 to Gregory ("Gregory '567")

|              | 1   |   |
|--------------|---|---|
| Claim<br>No. | Claim Language of U.S. Patent No. 7,818,399   | Relevant Disclosure in U.S. Patent No. 6,490,567 ("Gregory '567")   |
| 210.         |   | the boofs available sizes 133, weight 134, suggested retail price 135, offer price 136, and offer expiration date 137. If the purchaser wants to select the boot for purchase, the purchaser selects the Buy This button 138 at the bottom of the screen.   |
|              |   | Gregory '567, 8:3-52. See also Figs. 11-13.   |
| 1(c)(ii)     | (ii) a plurality of visually perceptible elements<br>derived from the retrieved pre stored data and<br>visually corresponding to the source page. | "The present invention thus advantageously provides a convenient and efficient way for a purchaser to shop over a network through simple and easy to understand interfaces. An embodiment of such an interface is shown in FIG.  11." Gregory '567, 7:54-57.  |
|              |   | A purchaser may choose to view product and merchant information by predetermined category, such as home appliances 113, outdoor gear 114, or electronics 115. Alternatively, the purchaser may wish to carry out a search of the commerce database. Such a search may be boolean, e.g., HIKING AND (BOOTS OR SHOES). In another embodiment, the search is in a natural language format as is known in the art, e.g., I NEED HIKING BOOTS FOR BACKPACKING.   |
|              |   | An embodiment of a screen responsive to such a natural language inquiry is shown in FIG. 12. Here, the response is shown according to the names of merchants 121, 122, 123 and 124 who sell hiking boots. In another embodiment, the response is shown in accordance with hiking boots products listed in the commerce database. In the embodiment shown in FIG. 12, tokens are displayed for each merchant indicating the types of payment accepted by the merchant 125 and the number of days in the merchant's money-back guarantee 126. This is merely meant to be exemplary of the types of information that could be supplied to the purchaser at this stage. Other types of information such as warranty information and service telephone numbers could also be included. |
|              |   | Upon selecting a merchant from the screen shown in FIG. 12, the purchaser is referred by the commerce server to the content server on   |

#### Comparison of U.S. Patent No. 7,818,399 and U.S. Patent No. 6,490,567 to Gregory ("Gregory '567")

| Claim<br>No. | Claim Language of U.S. Patent No. 7,818,399   | Relevant Disclosure in U.S. Patent No. 6.490,567 ("Gregory '567")  |
|--------------|---|--|
|              |   | which the selected merchant has placed his merchant content. In one embodiment in which the present invention is implemented on the Internet, the URL of the merchant is contained in a table in the commerce database that cross-references it to the merchant identifier in the product data structure. In another embodiment, the network address of the content server is included in the product data structure as an additional field.   |
|              |   | Upon accessing the content server, the purchaser is presented with an electronic version of the merchant's store. Such stores are well known in the art as websites on the World Wide Web (WWW). The purchaser is able to search and browse among products offered by the merchant; learn detailed information regarding the merchant's return policy; learn about forms of payment accepted by the merchant; and order products. An example of a product screen at a content server is shown in FIG. 13. The picture of the boot 131 may be animated, and the boot could be slowly turned so all sides may be viewed. Audio accompanies the picture, describing the advantageous features of the boot. This is supplemented with textual information 132, as well as information about the boot's available sizes 133, weight 134, suggested retail price 135, offer price 136, and offer expiration date 137. If the purchaser wants to select the boot for purchase, the purchaser selects the Buy This button 138 at the bottom of the screen. |
|              |   | Gregory '567, 8:3-52. See also Figs. 11-13.  |
| 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.                         | "Every screen of this embodiment of the content server also can have a Make<br>Purchases button 139. The purchaser selects this button when he is ready to effectuate<br>an electronic transaction whereby the selected products are purchased." Gregory '567,<br>8:53-57.   |
| 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 | "The present invention thus advantageously provides a convenient and efficient way for a purchaser to shop over a network through simple and easy to understand interfaces. An embodiment of such an interface is shown in FIG. 11." Gregory 'S67, 7:54-57.  |

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## Comparison of U.S. Patent No. 7,818,399 and U.S. Patent No. 6,490,567 to Gregory ("Gregory '567")

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| Claim<br>No. | Claim Language of U.S. Patent No. 7,818,399   | Relevant Disclosure in U.S. Patent No. 6.490,567 ("Gregory "567")  |
|--------------|---|--|
|              | 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. | A purchaser may choose to view product and merchant information by predetermined category, such as home appliances [13, outdoor gear [14, or electronics [15]]. Alternatively, the purchaser may wish to carry out a search of the commerce database. Such a search may be boolean, e.g., HIKING AND (BOOTS OR SHOES). In another embodiment, the search is in a natural language format as is known in the art, e.g., I NEED HIKING BOOTS FOR BACKPACKING.  |
|              |   | An embodiment of a screen responsive to such a natural language inquiry is shown in FIG. 12. Here, the response is shown according to the names of merchants 121, 122, 123 and 124 who sell hiking boots. In another embodiment, the response is shown accordance with hiking boots products listed in the commerce database. In the embodiment shown in FIG. 12, tokens are displayed for each merchant indicating the types of payment accepted by the merchant 125 and the number of days in the merchant's money-back guarantee 126. This is merely meant to be exemplary of the types of information that could be supplied to the purchaser at this stage. Other types of information such as warranty information and service telephone numbers could also be included. |
|              |   | Upon selecting a merchant from the screen shown in FIG. 12, the purchaser is referred by the commerce server to the content server on which the selected merchant has placed his merchant content. In one embodiment in which the present invention is implemented on the Internet, the URL of the merchant is contained in a table in the commerce database that cross-references it to the merchant identifier in the product data structure. In another embodiment, the network address of the content server is included in the product data structure as an additional field.   |
|              |   | Upon accessing the content server, the purchaser is presented with an electronic version of the merchant's store. Such stores are well known in  |

## Comparison of U.S. Patent No. 7,818,399 and U.S. Patent No. 6,490,567 to Gregory ("Gregory '567")

| Claim<br>No. | Claim Language of U.S. Patent No. 7.818,399   | Relevant Disclosure in U.S. Patent No. 6.490,567 ("Gregory '567")  |
|--------------|---|--|
|              |   | the art as websites on the World Wide Web (WWW). The purchaser is able to search and browse among products offered by the merchant; learn detailed information regarding the merchant's return policy; learn about forms of payment accepted by the merchant; and order products. An example of a product screen at a content server is shown in FIG. 13. The picture of the boot 131 may be animated, and the boot could be slowly turned so all sides may be viewed. Audio accompanies the picture, describing the advantageous features of the boot. This is supplemented with textual information 132, as well as information about the boot's available sizes 133, weight 134, suggested retail price 135, offer price 136, and offer expiration date 137. If the purchaser wants to select the boot for purchase, the purchaser selects the Buy This button 138 at the bottom of the screen. |
| 19           | A system useful in an outsource provider serving web pages offering commercial opportunities, the system comprising:  | Gregory '567, 8:3-52. See also Figs. 11-13.  See 1, supra.   |
| 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; | See 1(a)-1(b), supra.  |

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#### Comparison of U.S. Patent No. 7,818,399 and U.S. Patent No. 6,490,567 to Gregory ("Gregory '567")

| Claim<br>No. | Claim Language of U.S. Patent No. 7,818,399           | Relevant Disclosure in U.S. Patent No. 6,490,567 ("Gregory "567") |
|--------------|---|---|
| 19(b)        | (b) a computer server at the outsource provider,      | See 1(a)-1(c), supra.   |
|              | 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.                     |   |

#### Comparison of U.S. Patent No. 7,818,399 and U.S. Patent No. 6,209,007 to Kelley ("Kelley '007")1

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. 6,209,007 to Kelley anticipates and/or renders obvious, alone or in combination with other prior art identified in Defendants' Amended Invalidity Contentions, the asserted claims as described in part below.

| Claim<br>No. | Claim Language of U.S. Patent No. 7,818,399  | Relevant Disclosure in U.S. Patent No. 6,209,007 ("Kelley '007")  |
|--------------|--|---|
| 1            | A method of an outsource provider serving web pages offering commercial opportunities, the method comprising:  |   |
| 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; | "FIGS. 3-10 are block diagram flow charts of the preferred steps employed in practicing the present invention, wherein circled numerals indicate links between the steps." Kelley '007, 3:53-55. See also Figs. 3-10.   |
| 1(a)(i)      | wherein each of the first web pages belongs to<br>one of a plurality of web page owners;   | "A further object of the invention is to easily build a customized web page from a series of unrelated web pages, and to have the customized web page updated with changes as the changes take place in the original unrelated web pages." Kelley '007, 1:60-64.  "The desired information may be retrieved from a plurality of original web pages, in which case the customized web page includes 1) the desired information retrieved in the search from the plurality of original web pages and 2) other structure, not retrieved in the search, of one of the original web pages. Kelley '007, 2:53-58. |
| 1(a)(ii)     | wherein each of the first web pages displays at<br>least one active link associated with a commerce<br>object associated with a buying opportunity of a<br>selected one of a plurality of merchants; and   |   |
| 1(a)(iii)    | wherein the selected merchant, the outsource<br>provider, and the owner of the first web page are  | "A further object of the invention is to easily build a customized web page from a<br>series of unrelated web pages, and to have the customized web page updated with   |

 $<sup>^1</sup>$  Unless noted, all citations in this chart are to U.S. Patent No. 6,209,007 by Edward E. Kelley, et al. (filed November 26, 1997, issued March 27, 2001). [DFNDT0000164-0000180]

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|              | Comparison of U.S. Patent No. 7,818,399 and U.S. Patent No. 6,209,007 to Kelley ("Kelley '007")   |   |  |
|--------------|---|---|--|
| Claim<br>No. | Claim Language of U.S. Patent No. 7,818,399   | Relevant Disclosure in U.S. Patent No. 6,209,007 ("Kelley '007")  |  |
|              | each third parties with respect to one other;   | changes as the changes take place in the original unrelated web pages." Kelley '007, 1:60-64.   |  |
| 1(b)         | automatically retrieving from a storage coupled<br>to the server pre stored data associated with the<br>source page; and then                     | "The customized web page is then created, for example, on a program storage device accessible by the client computer, and contains: 1) the desired information retrieved in the search and 2) other structure, not retrieved in the search, of at least one original web page." Kelley '007, 2:16-20.   |  |
|              |   | Normally, the original web page on the network from which the desired information was retrieved in the search is accessed through a network server. The process also may include providing in a program storage device of the network server a database listing of the original web pages containing information retrieved in the search and, for each such original web page in the database listing, a corresponding listing of customized web pages containing the information retrieved in the search from the original web page. |  |
|              |   | Kelley '007, 2:29-42.   |  |
|              |   | "Client computer 10 has a microprocessor for executing stored programs and has access to first and second databases 14, 16, respectively, on its program storage device for storage of addresses of HTML web pages and other files which may be downloaded from a network service provider." Kelley '007, 4:28-33.  |  |
| 1(c)         | automatically with the server computer<br>generating and transmitting to the web browser a<br>second web page that includes:                      | "720Create new customized web page. Create the new customized web page from the basic web page of the web page where the web page subset originated and the web page subset." Kelley '007, 8:64-67. See also Fig. 9.  |  |
| l(c)(i)      | (i) information associated with the commerce<br>object associated with the link that has been<br>activated, and                                   |   |  |
| 1(c)(ii)     | (ii) a plurality of visually perceptible elements<br>derived from the retrieved pre stored data and<br>visually corresponding to the source page. | The present invention provides the ability to create a customized web page based on a Boolean search for the information of interest found on another, original web page while preserving the basic structure of the original web page. The invention also contains the logic to select a subset of data from the HTML source file which includes HTML source   |  |

## Comparison of U.S. Patent No. 7,818,399 and U.S. Patent No. 6,209,007 to Kelley ("Kelley '007")

| Claim<br>No. | Claim Language of U.S. Patent No. 7,818,399   | Relevant Disclosure in U.S. Patent No. 6,209,007 ("Kelley '907")   |
|--------------|---|--|
|              |   | code, the Java code referenced by the HTML source file, the javascript code found in the HTML source file and any other code that is available to reference data on a web browser. The invention also permits interactive customization that is invoked whenever the customized web page is accessed to update it with retrieved information that is changed in the original web page.  Kelley '007, 3:65-4:10.  |
|              |   | The basic structure of the web page consists of the title, headings, footings, graphics, imbedded javascript code, general text and any links found in the headings, footings, graphics, imbedded javascript code and general text. The basic structure of the web page also consists of the headings, footings, graphics, general text that are produced by Java code or other language code, and any links found in the headings, footings, graphics and general text. It does not consist of the primary information the web page was created to present.   |
| 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.                         | Kelley '007, 4:66-5:8.  The basic structure of the web page consists of the title, headings, footings, graphics, imbedded javascript code, general text and any links found in the headings, footings, graphics, imbedded javascript code and general text. The basic structure of the web page also consists of the headings, footings, graphics, general text that are produced by Java code or other language code, and any links found in the headings, footings, graphics and general text. It does not consist of the primary information the web page was created to present.  Kelley '007, 4:66-5:8. |
| 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 |  |

#### Comparison of U.S. Patent No. 7,818,399 and U.S. Patent No. 6,209,007 to Kelley ("Kelley '007")

| Claim<br>No. | Claim Language of U.S. Patent No. 7,818,399   | Relevant Disclosure in U.S. Patent No. 6,209,007 ("Kelley '007") |
|--------------|---|--|
|              | merchant offerings, and wherein the second web<br>page contains one or more selectable navigation<br>links connecting a hierarchical set of additional<br>second web pages, each pertaining to a subset of<br>the offerings in the catalog.   |  |
| 19           | A system useful in an outsource provider serving web pages offering commercial opportunities, the system comprising:  | See 1, supra.  |
| 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. | See 1(a)-1(b), supra.  |
| 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  | See 1(a)-1(c), supra.  |

Comparison of U.S. Patent No. 7,818,399 and U.S. Patent No. 6,209,007 to Kelley ("Kelley '007")

|   | Claim   Claim Language of U.S. Patent No. 7.818,399 | Relevant Disciosure in U.S. Patent No. 6,209,007 ("Kelley '067") |
|---|---|--|
| ľ | 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.                   |  |

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#### Comparison of U.S. Patent No. 7,818,399 and PCT Application WO 99146709 to Voorhees ("Voorhees '709)

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 PCT Application WO 99146709 to Voorthees anticipates and/or renders obvious, alone or in combination with other prior art identified in Defendants' Amended Invalidity Contentions, the asserted claims as described in part below.

| Claim<br>No.              | Claim Language of U.S. Patent No. 7,818,399   | Relevant Disclosure in PCT Application WO 99146709 to Voorhees ("Voorhees 709)  |
|---------------------------|---|---|
| 1 A method of an outsourc | A method of an outsource provider serving web pages offering commercial opportunities, the method comprising: | Fig. 1 illustrates the system of the present invention. A plurality of shoppers can access the system to view information provided by a plurality of retail jewelers acting in concert with a plurality of jewelry manufacturers. Each shopper, jeweler, or manufacturer has a personal computer (PC) (well known in the art and not shown) each equipped with communication software 22 Jewelers), 23 (manufacturers), and 24 (shoppers) for interfacing the PCs with the communication link 21.  In a present embodiment, communication link 21 is the Internet, but many other communication media may be contemplated for use in the present invention. Communication link 21 enables communication with servers 18, 19, and 20. In keeping with the trends prevalent and well known in the communication arts to generate distributed systems, the servers 18, 19, and 20 may be associated with the same host computer or with different host computers. The 14 may thus be internal to one host machine, or it may itself include a communications path among a number of host machines. |
|                           |   | The information that is accessible to a shopper is determined jointly by templates 13 and database 11, associated with retail jewelers, and templates 12 and database 10, associated with jewelry manufacturers, and typically includes information in electronic form, including electronic advertising. The templates specify formats for respective portions of the information while the databases determine availability and content of the respective portions. The templates and database  |

<sup>&</sup>lt;sup>1</sup> Unless noted, all citations in this chart are to PCT Application WO 99146709 to Voorhees, Arciere, and Blanchard (filed on March 11, 1998 and published on September 16, 1999). [DFNDT\_0000240-0000294].

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| Claim<br>No. | Claim Language of U.S. Patent No. 7,818,399  | Relevant Disclosure in PCT Application WO 99146709 to Voorhees (*Voorhees **769)  |
|--------------|--|---|
|              |  | contents may be entered through system control unit 25, or by the jewelers and manufacturers from their PCs through their communication software 22 and 23 respectively.  |
|              |  | Voorhees '709, 3:23-39.   |
|              |  | See also, Figs. 1-2, 4:7-12; 8:4-17.  |
| 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; | In a present embodiment, communication link 21 is the Internet, but many other communication media may be contemplated for used in the present invention. Communication link 21 enables communication with servers 18, 19, and 20. In keeping with trends prevalent and well known in the communication arts to generate distributed systems, the servers 18, 19, and 20 may be associated with the same host computer or with different host computers. The path 14 may thus be internal to one host machine, or it may itself include a communications path among a number of host machines.                                |
|              |  | Voorhees '709, 5:21 – 6:4.  |
|              |  | Replicating a boutique from the manufacturer's database 10 into a display being made up by display processor 17 largely from jeweler's database 11 requires data transmission over path 14, which, as previously mentioned may be a hard path within a single host machine or a communications link between two host machines.  |
|              |  | As is known to those in the art, database 11 may or may not be implemented as an object-oriented database. If it is object-oriented, it will have instructions embedded in it and will initiate on its own a request over path 14 for the requisite information from database 10, and will provide all the information necessary for a display to display processor 17. If it is not object-oriented, display processor 17 will have to initiate requests for such information over path 14, and display processor 17 will be responsible for assembling information for a complete display from database 10 and database 11. |

| Claim<br>No. | Claim Language of U.S. Patent No. 7,818,399 | Relevant Disclosure in PCT Application WO 99146709 to Voorhees ("Voorhee  |
|--------------|---|---|
| 102          |   | Display processor 17 forwards the display information through server 20 and over communication link 21 to the shopper's communication software 24 which presents the shopper with the indicated display on his monitor.  Voorhees '709, 8:4-17.   |
|              |   | Since jeweler 111's dataset contains boutique reference 112 to boutique 1011, and since in the present example inclusion rules 1012 grant permission for jeweler 111 to carry the boutique and exclusion rules 1013 do not prohibit jeweler 111 from carrying the boutique, when a potential purchaser visiting jeweler 111's web page requests to see boutique 1011 (typically by clicking an icon or legend) an HTML description of the boutique is retrieved over path 14 by display processor 17 (reference should now be made to Figs. 1 and 2 in conjunction) from templates 12 and HTML content information contained in boutique 1011. The HTML description is passed by path 14 to display processor 17. Display processor has already assembled and sent to shopper 24 the basic web page for jeweler 111, and will now assemble and replicate into that web page the boutique specified by 1011. The HTML description received over path 14 may contain specifications that some of the information in the display object is subject to modification by the retail jeweler. The modification will be performed according to criteria specified in the customization list associated with the boutique reference, in this case 1113. Typically, an identification of the boutique will appear in the display object and will not be specified as modifiable by the retail jeweler |
|              |   | After making these modifications in the manufacturer's display object, the object is forwarded through server 20 and communication link 21 to shopper 24 where it appears incorporated in the retailer's web page   |
|              |   | Voorhees '709, 10:12-11:9.  |
|              |   | Referring now to Fig. 3C, the shopper requests to view a particular one   |

| Claim        | Claim Language of U.S. Patent No. 7.818,399  | Relevant Disclosure in PCT Application WO 99146709 to Voorhees ("Voorhees   |
|--------------|--|---|
| Claim<br>No. | Claim Language of U.S. Patent No. 7.818.499  | Relevant Disclosure in PCT Application WO 39146789 to Voorhees ("Voorhees 1769)  of the available boutiques. He does so typically by clicking on the name of a desired boutique. Since he is contemplating the purchase of a ring, he selects the boutique "Magnificent rings from RingCo" (Fig. 4C). Transparently to the shopper, his request is transmitted with a program name invocation of "showboutique" and a parameter indicating the boutique reference, such as 112.  The request reaches display processor 17 which runs its constituent program showboutique, which finds in templates 13 the appropriate template for the page, and also finds the boutique reference 1112, from which it can be determined that the requested boutique is 1011. Constituent subprograms of display processor 17 as named in the retrieved template are called with an argnment specifying boutique 1011. Over path 14, they find information 1011 specifying the display object (boutique), and they find the template from templates 12 specifying the form or layout of the boutique. The template is filled in according to information 1011, thus producing a copy of the requested display object, which is returned to program show boutique. Showboutique then, either internally or through invocation of other subprograms, finds the retail jeweler's customization information associated with the boutique reference (in this case customization information 1113 associated with boutique reference (in this case customization information 1113 associated with boutique reference (in this case customization information 113 associated with boutique reference (in this case customization information 113 are seasomization information into the display object.  A web page is assembled including the requested display object (boutique) and returned via communication link 21 to be shopper's communication software 24, which causes it to be displayed to the |
|              |  | shopper who now views it.  Voorhees '709, 15:3-22.  |
|              |  | See also Figs. 1, 3A-3C, 4A-4D.   |
|              | (i) wherein each of the first web pages belongs to<br>one of a plurality of web page owners; | Jeweler 111 may carry or offer a number of boutiques on his web page,<br>and in the present example is carrying three, with a reference to each in<br>his dataset (1112, 1114, and 1116). These references are to boutiques   |

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| Claim | Floir Language of LC Batast No. 7-949-200   | Relevant Disclosure in PCT Application WO 99146709 to Voorhees ("Voorhees                                      |
|-------|---|--|
| No.   | Claim Language of U.S. Patent No. 7,818,399 | 1709)  |
|       |   | 1011 and 1014 associated with manufacturer 101, and boutique 1021  |
|       |   | associated with manufacturer 102, now to be discussed in connection  |
|       |   | with database 10.  |
|       |   | D. 1 401 1   |
|       |   | Database 10 has a dataset for each manufacturer 101, 102, 103, 104, etc.                                       |
|       |   | who may provide display objects (boutiques) to be replicated into retail                                       |
|       |   | jewelers' web pages. The number of manufacturers is virtually  |
|       |   | unlimited; Fig. 2 shows detail of datasets for but two of them, 101 and  |
|       |   | 102. Boutiques (e.g., 1011) are shown for each of these manufacturers;   |
|       |   | although each manufacturer may have any number of boutiques, Fig. 2 only depicts those carried by jeweler 111. |
|       |   | only depicts those carried by Jewelet 111.   |
|       |   | Voorhees '709, 9:9-18.   |
|       |   | Referring now to Fig. 3C, the shopper requests to view a particular one of the                                 |
|       |   | available boutiques. He does so typically by clicking on the name of a desire                                  |
|       |   | boutique. Since he is contemplating the purchase of a ring, he selects the                                     |
|       |   | boutique "Magnificent rings from RingCo" (Fig. 4C). Transparently to the                                       |
|       |   | shopper, his request is transmitted with a program name invocation of  |
|       |   | "showboutique" and a parameter indicating the boutique reference, such as                                      |
|       |   | 1112   |
|       |   | Showboutique then, either internally or through the invocation of other  |
|       |   | subprograms, finds the retail jeweler's customization information associated                                   |
|       |   | with the boutique reference (in this case customization information 1113                                       |
|       |   | associated with boutique reference 1112) and incorporates the customization                                    |
|       |   | information into the display object.   |
|       |   |  |
|       |   | A web page is assembled including the requested display object (boutique) a                                    |
|       |   | returned via communication link 21 to the shopper's communication softwar                                      |
|       |   | 24, which causes it to be displayed to the shopper who now views it.   |
|       |   | Voorhees '709, 15:3-22.  |
|       |   | See also, Figs. 2, 3C, 4C.   |

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| Claim<br>No. | Claim Language of U.S. Patent No. 7,818,399  | Relevant Disclosure in PCT Application WO 99146709 to Voorhees ("Voorhees  |
|--------------|--|--|
|              | (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 | Since jeweler 111's dataset contains bourdque reference 112 to boutique 1011, and since in the present example inclusion rules 1012 grant permission for jeweler 111 to carry the boutique and exclusion rules 1013 do not prohibit jeweler 111 from carrying the boutique, when a potential purchaser visiting jeweler 111's web page requests to see boutique 1011 (typically by clicking an icon or legend) an HTML description of the boutique is retrieved over path 14 by display processor 17 (reference should now be made to Figs. 1 and 2 in conjunction) from templates 12 and HTML content information contained in boutique 1011. The HTML description is passed by path 14 to display processor 17. Display processor has already assembled and sent to shopper 24 the basic web page for jeweler 111, and will now assemble and replicate into that web page the boutique specified by 1011. The HTML description received over path 14 may contain specifications that some of the information in the display object is subject to modification by the retail jeweler. The modification will be performed according to criteria specified in the utsomization list associated with the boutique reference, in this case 1113. Typically, an identification of the boutique will appear in the display object and will not be specified as modifiable by the retail jeweler |

| Claim<br>No. | Claim Language of U.S. Patent No. 7.818,399        | Relevant Disclosure in PCT Application WO 99146709 to Voorhees ("Voorhees 709)          |
|--------------|--|---|
|              |  | The request reaches display processor 17 which runs its constituent                     |
|              |  | program showboutique, which finds in templates 13 the appropriate                       |
|              |  | template for the page, and also finds the boutique reference 1112, from                 |
|              |  | which it can be determined that the requested boutique is 1011.                         |
|              |  | Constituent subprograms of display processor 17 as named in the                         |
|              |  | retrieved template are called with an argument specifying boutique                      |
|              |  | 1011. Over path 14, they find information 1011 specifying the display                   |
|              |  | object (boutique), and they find the template from templates 12                         |
|              |  | specifying the form or layout of the boutique. The template is filled in                |
|              |  | according to information 1011, thus producing a copy of the requested                   |
|              |  | display object, which is returned to program show boutique.                             |
|              |  | Showboutique then, either internally or through invocation of other                     |
|              |  | subprograms, finds the retail jeweler's customization information                       |
|              |  | associated with the boutique reference (in this case customization                      |
|              |  | information 1113 associated with boutique reference 1112) and                           |
|              |  | incorporates the customization information into the display object.                     |
|              |  | A web page is assembled including the requested display object                          |
|              |  | (boutique) and returned via communication link 21 to the shopper's                      |
|              |  | communication software 24, which causes it to be displayed to the                       |
|              |  | shopper who now views it.   |
|              |  | Voorhees '709, 15:3-22.   |
|              |  | See also Figs. 3A-3C, 4A-4D.  |
|              | (iii) wherein the selected merchant, the outsource | In Voorhees '709, the system owner or controller represents the outsource provider, the |
|              | provider, and the owner of the first web page are  | retail jeweler is the owner of the first web page, and the selected merchant is the     |
|              | each third parties with respect to one other;      | manufacturer.   |
|              |  | Fig. 1 illustrates the system of the present invention. A plurality of                  |
|              |  | shoppers can access the system to view information provided by a                        |
|              |  | plurality of retail jewelers acting in concert with a plurality of jewelry              |
|              |  | manufacturers. Each shopper, jeweler, or manufacturer has a personal                    |
|              |  | computer (PC) (well known in the art and not shown) each equipped                       |
|              |  | with communication software 22 Jewelers), 23 (manufacturers), and 24                    |

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| Claim<br>No. | Claim Language of U.S. Patent No. 7,818,399   | Relevant Disclosure in PCT Application WO 39146709 to Voorhees ("Voorhees 709)  |
| - Paris      |   | (shoppers) for interfacing the PCs with the communication link 21   |
|              |   | The information that is accessible to a shopper is determined jointly by templates 13 and database 11, associated with retail jewelers, and templates 12 and database 10, associated with jewelry manufacturers, and typically includes information in electronic form, including electronic advertising. The templates specify formats for respective portions of the information while the databases determine availability and content of the respective portions. The templates and database contents may be entered through system control unit 25, or by the jewelers and manufacturers from their PCs through their communication software 22 and 23 respectively. |
|              |   | Voorhees '709, 5:15 – 6:10.   |
|              |   | See also, Figs. 1, 2, 3A-3C, 4A-4D.   |
| 1(b)         | automatically retrieving from a storage coupled to<br>the server pre-stored data associated with the<br>source page; and then | Replicating a boutique from the manufacturer's database 10 into a display being made up by display processor 17 largely from jeweler's database 11 requires data transmission over path 14, which, as previously mentioned may be a hard path within a single host machine or a communications link between two host machines.  |
|              |   | As is known to those in the art, database 11 may or may not be implemented as an object-oriented database. If it is object-oriented, it will have instructions embedded in it and will initiate on its own a request over path 14 for the requisite information from database 10, and will provide all the information necessary for a display to display processor 17. If it is not object-oriented, display processor 17 will have to initiate requests for such information over path 14, and display processor 17 will be responsible for assembling information for a complete display from database 10 and database 11.   |
|              |   | Display processor 17 forwards the display information through server 20 and over communication link 21 to the shopper's communication   |

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| Claim<br>No. | Claim Language of U.S. Patent No. 7.818,399 | Relevant Disclosure in PCT Application WO 99146709 to Voorbees ("Voorbees 709)   |
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|              |   | software 24 which presents the shopper with the indicated display on his monitor.  |
|              |   | Voorhees '709, 8:4-17.   |
|              |   | Since jeweler 111's dataset contains boutique reference 112 to boutique 1011, and since in the present example inclusion rules 1012 grant permission for jeweler 111 to carry the boutique and exclusion rules 1013 do not prohibit jeweler 111 from carrying the boutique, when a potential purchaser visiting jeweler 111's web page requests to see boutique 1011 (typically by clicking an icon or flegend) an HTML description of the boutique is retrieved over path 14 by display processor 17 (reference should now be made to Figs. 1 and 2 in conjunction) from templates 12 and HTML content information contained in boutique 1011. The HTML description is passed by path 14 to display processor 17. Display processor has already assembled and sent to shopper 24 the basic web page for jeweler 111, and will now assemble and replicate into that web page the boutique specified by 1011. The HTML description received over path 14 may contain specifications that some of the information in the display object is subject to modification by the retail jeweler. The modification will be performed according to criteria specified in the customization list associated with the boutique reference, in this case 1113. Typically, an identification of the boutique will appear in the display object and will not be specified as modifiable by the retail jeweler |
|              |   | After making these modifications in the manufacturer's display object, the object is forwarded through server 20 and communication link 21 to shopper 24 where it appears incorporated in the retailer's web page  |
|              |   | Voorhees '709, 10:12-11:9.   |
|              |   | Referring now to Fig. 3C, the shopper requests to view a particular one of the available boutiques. He does so typically by clicking on the name of a desired boutique. Since he is contemplating the purchase of a ring,  |

| Claim<br>No. | Claim Language of U.S. Patent No. 7,818,399  | Relevant Disclosure in PCT Application WO 99146709 to Voorhees (*Voorhees **769)  |
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|              |  | he selects the boutique "Magnificent rings from RingCo" (Fig. 4C).  Transparently to the shopper, his request is transmitted with a program  name invocation of "showboutique" and a parameter indicating the  boutique reference, such as 112.   |
|              |  | The request reaches display processor 17 which runs its constituent program showboutique, which finds in templates 13 the appropriate template for the page, and also finds the boutique reference 1112, from which it can be determined that the requested boutique is 1011.  Constituent subprograms of display processor 17 as named in the retrieved template are called with an argument specifying boutique 1011. Over path 14, they find information 1011 specifying the display object (boutique), and they find the template from templates 12 specifying the form or layout of the boutique. The template is filled in according to information 1011, thus producing a copy of the requested display object, which is returned to program show boutique. Showboutique then, either internally or through invocation of other subprograms, finds the retail jeweler's customization information associated with the boutique reference (in this case customization information 1113 associated with boutique reference 1112) and incorporates the customization information into the display object. |
|              |  | A web page is assembled including the requested display object<br>(boutique) and returned via communication link 21 to the shopper's<br>communication software 24, which causes it to be displayed to the<br>shopper who now views it.  |
|              |  | Voorhees '709, 15:3-22.   |
|              |  | See also Figs. 3A-3C, 4A-4D.  |
| 1(c)         | automatically with the server computer-generating<br>and transmitting to the web browser a second web<br>page that includes: | In a present embodiment, communication link 21 is the Internet, but many other communication media may be contemplated for use in the present invention. Communication link 21 enables communication with servers 18, 19, and 20. In keeping with the trends prevalent and well known in the communication arts to generate distributed systems, the  |

| Claim | Claim Language of U.S. Patent No. 7.818.399 | Relevant Disclosure in PCT Application WO 99146709 to Voorhees ("Voorhees   |
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|       |   | servers 18, 19, and 20 may be associated with the same host computer or<br>with different host computers. The 14 may thus be internal to one host<br>machine, or it may itself include a communications path among a<br>number of host machines.  |
|       |   | The information that is accessible to a shopper is determined jointly by templates 13 and database 11, associated with retail jewelers, and templates 12 and database 10, associated with jewelry manufacturers, and typically includes information in electronic form, including electronic advertising. The templates specify formats for respective portions of the information while the databases determine availability and content of the respective portions. The templates and database contents may be entered through system control unit 25, or by the jewelers and manufacturers from their PCs through their communication software 22 and 23 respectively. |
|       |   | Voorhees '709, 3:23-39.   |
|       |   | Referring now to Fig. 3C, the shopper requests to view a particular one of the available boutiques. He does so typically by clicking on the name of a desired boutique. Since he is contemplating the purchase of a ring, he selects the boutique "Magnificent rings from RingCo" (Fig. 4C).  Transparently to the shopper, his request is transmitted with a program name invocation of "showboutique" and a parameter indicating the boutique reference, such as 112.   |
|       |   | The request reaches display processor 17 which rms its constituent program showboutique, which finds in templates 13 the appropriate template for the page, and also finds the boutique reference 1112, from which it can be determined that the requested boutique is 1011.  Constituent subprograms of display processor 17 as named in the retrieved template are called with an argument specifying boutique 1011.  Over path 14, they find information 1011 specifying the display object (boutique), and they find the template from templates 12 specifying the form or layout of the boutique. The template is filled in according to                             |

| Claim<br>No. | Claim Language of U.S. Patent No. 7.818,399   | Relevant Disclosure in PCT Application WO 39146709 to Voorhees ("Voorhees 1709)  |
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|              |   | information 1011, thus producing a copy of the requested display object, which is returned to program show boutique. Showboutique then, either internally or through invocation of other subprograms, finds the retail jeweler's customization information associated with the boutique reference (in this case customization information 1113 associated with boutique reference 1112) and incorporates the customization information into the display object.  A web page is assembled including the requested display object  |
|              |   | (boutique) and returned via communication link 21 to the shopper's communication software 24, which causes it to be displayed to the shopper who now views it.   |
|              |   | Voorhees '709, 15:3-22.  |
|              |   | See also Figs. 1, 2, 3A-3C, 4A-4D.   |
|              | (i) information associated with the commerce<br>object associated with the link that has been<br>activated, and | Referring now to Fig. 3C, the shopper requests to view a particular one of the available boutiques. He does so typically by clicking on the name of a desired boutique. Since he is contemplating the purchase of a ring, he selects the boutique "Magnificent rings from RingCo" (Fig. 4C).  Transparently to the shopper, his request is transmitted with a program name invocation of "showboutique" and a parameter indicating the boutique reference, such as 112.  |
|              |   | The request reaches display processor 17 which mns its constituent program showboutique, which finds in templates 13 the appropriate template for the page, and also finds the boutique reference 1112, from which it can be determined that the requested boutique is 1011.  Constituent subprograms of display processor 17 as named in the retrieved template are called with an argument specifying boutique 1011.  Over path 14, they find information 1011 specifying the display object (boutique), and they find the template from templates 12 specifying the form or layout of the boutique. The template is filled in according to information 1011, thus producing a copy of the requested display object, |
|              |   | which is returned to program show boutique. Showboutique then, either  |

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| Claim<br>No. | Claim Language of U.S. Patent No. 7.818,399   | Relevant Disclosure in PCT Application WO 99146709 to Voorhees ("Voorhees 709)   |
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|              |   | internally or through invocation of other subprograms, finds the retail jeweler's customization information associated with the boutique reference (in this case customization information 1113 associated with boutique reference 1112) and incorporates the customization information into the display object.   |
|              |   | A web page is assembled including the requested display object (boutique) and returned via communication link 21 to the shopper's communication software 24, which causes it to be displayed to the shopper who now views it.  |
|              |   | Voorhees '709, 15:3-22.  |
|              |   | See also Figs. 3A-3C, 4A-4D.   |
|              | (ii) a plurality of visually perceptible elements derived from the retrieved pre-stored data and visually corresponding to the source page. | Referring now to Fig. 3C, the shopper requests to view a particular one of the available boutiques. He does so typically by clicking on the name of a desired boutique. Since he is contemplating the purchase of a ring, he selects the boutique "Magnificent rings from RingCo" (Fig. 4C).  Transparently to the shopper, his request is transmitted with a program name invocation of "showboutique" and a parameter indicating the boutique reference, such as 112.  |
|              |   | The request reaches display processor 17 which mns its constituent program showboutique, which finds in templates 13 the appropriate template for the page, and also finds the boutique reference 1112, from which it can be determined that the requested boutique is 1011.  Constituent subprograms of display processor 17 as named in the retrieved template are called with an argument specifying boutique 1011.  Over path 14, they find information 1011 specifying the display object (boutique), and they find the template from templates 12 specifying the form or layout of the boutique. The template is filled in according to information 1011, thus producing a copy of the requested display object, |
|              |   | which is returned to program show boutique. Showboutique then, either<br>internally or through invocation of other subprograms, finds the retail<br>jeweler's customization information associated with the boutique   |

| Claim<br>No. | Claim Language of U.S. Patent No. 7,818,399   | Relevant Disclosure in PCT Application WO 99146709 to Voorhees (*Voorhees 709)   |
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|              |   | reference (in this case customization information 1113 associated with boutique reference 1112) and incorporates the customization information into the display object.  |
|              |   | A web page is assembled including the requested display object (boutique) and returned via communication link 21 to the shopper's communication software 24, which causes it to be displayed to the shopper who now views it. A typical example is shown as element 26A in Fig. 4D. Although element 26A has the same general layout as element 26 in Fig. 4A, some items in it are seen to be different. This is a result of the aforementioned customization.  |
|              |   | Voorhees '709, 15:3 – 16:1.  |
| 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 also Figs. 3A-3C, 4A-4D.  For example, Figs. 4C and 4D provide navigational links for boutiques on the source page.  Referring now to Fig. 3C, the shopper requests to view a particular one of the available boutique. He does so typically by clicking on the name of a desired boutique. Since he is contemplating the purchase of a ring, he selects the boutique "Magnificent rings from RingCo" (Fig. 4C).  Transparently to the shopper, his request is transmitted with a program name invocation of "showboutique" and a parameter indicating the boutique reference, such as 112   |
|              |   | The request reaches display processor 17 which runs its constituent program showboutique, which finds in templates 13 the appropriate template for the page, and also finds the boutique reference 1112, from which it can be determined that the requested boutique is 1011.  Constituent subprograms of display processor 17 as named in the retrieved template are called with an argument specifying boutique 1011.  Over path 14, they find information 1011 specifying the display object (boutique), and they find the template from templates 12 specifying the form or layout of the boutique. The template is filled in according to |

| Claim<br>No. | Claim Language of U.S. Patent No. 7.818,399   | Relevant Disclosure in PCT Application WO 99146709 to Voorhees ("Voorhees 709)  |
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|              |   | information 1011, thus producing a copy of the requested display object, which is returned to program show boutique. Showboutique then, either internally or through invocation of other subprograms, finds the retail jeweler's customization information associated with the boutique reference (in this case customization information 1113 associated with boutique reference 1112) and incorporates the customization information into the display object. |
|              |   | A web page is assembled including the requested display object (boutique) and returned via communication link 21 to the shopper's communication software 24, which causes it to be displayed to the shopper who now views it. A typical example is shown as element 26A in Fig. 4D. Although element 26A has the same general layout as element 26 in Fig. 4A, some items in it are seen to be different.   |
|              |   | Voorhees '709, 15:3-22.<br>See also, Figs. 4B – 4D.   |
| 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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| Claim |  | Relevant Disclosure in PCT Application WO 99146709 to Voorbees ("Voorbees   |
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| No.   | Claim Language of U.S. Patent No. 7,818,399  | ·11<br>•7[9 <del>]</del>  |
| 19    | A system useful in an outsource provider serving web pages offering commercial opportunities, the system comprising: | Fig. 1 illustrates the system of the present invention. A plurality of shoppers can access the system to view information provided by a plurality of retail jewelers acting in concert with a plurality of jewelry manufacturers. Each shopper, jeweler, or manufacturer has a personal computer (PC) (well known in the art and not shown) each equipped with communication software 22 Jewelers), 23 (manufacturers), and 24 (shoppers) for interfacing the PCs with the communication link 21.   |
|       |  | In a present embodiment, communication link 21 is the Internet, but many other communication media may be contemplated for use in the present invention. Communication link 21 enables communication with servers 18, 19, and 20. In keeping with the trends prevalent and well known in the communication arts to generate distributed systems, the servers 18, 19, and 20 may be associated with the same host computer or with different host computers. The 14 may thus be internal to one host machine, or it may itself include a communications path among a number of host machines.  |
|       |  | The information that is accessible to a shopper is determined jointly by templates 13 and database 11, associated with retail jewelers, and templates 12 and database 10, associated with jewelry manufacturers, and typically includes information in electronic form, including electronic advertising. The templates specify formats for respective portions of the information while the databases determine availability and content of the respective portions. The templates and database contents may be entered through system control unit 25, or by the jewelers and manufacturers from their PCs through their communication software 22 and 23 respectively. |
|       |  | Voorhees '709, 3:23-39.   |
|       |  | See also, Figs. 1-2, 4:7-12; 8:4-17.  |
| 19(a) | a computer store containing data, for each of a<br>plurality of first web pages, defining a plurality of             | The screen display that will be seen by the shopper in response to this inquiry is determined by the templates 13 and the particular jeweler's  |

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| Claim<br>No. | Claim Language of U.S. Patent No. 7.818,399  | Relevant Disclosure in PCT Application WO 99146709 to Voorhees ("Voorhees 709)   |
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|              | visually perceptible elements, which visually perceptible elements correspond to the plurality of first web pages; | dataset, and may include display objects provided by manufacturers and determined by templates 12 and a manufacturer's dataset. Generally, the templates specify layouts (formats) which are filled in by content information specified in a dataset as directed by control information specified in a dataset, both found in the datasets within databases 10 and 11. The respective content information and control information may be entered by a system operator through system control unit 25, or it may be entered or modified by jewelers and manufacturers through communication software 22 and 23 respectively and forwarded through communication link 21 |
|              |  | To respond to a shopper's request, under control of display processor information contained in templates 13 specifies the general format of a display screen for a jeweler, and the general format is "filled in" with information unique to the particular jeweler whom the shopper has requested, according to content information found in the dataset (such as the jeweler's name and address, for example) associated with that jeweler   |
|              |  | The jeweler's dataset contains information about whether a particular manufacturer's boutique is to be shown and attributes specifying how the jeweler wishes it to be shown, while the manufacturer's templates 12 as filled in according to the manufacturer's dataset specify the content of the boutique. The manufacturer's dataset also includes control information which specifies such things as whether the particular jeweler is permitted to carry the boutique.   |
|              |  | Voorhees '709, 6:21 – 8:3.   |
|              |  | Database 10 has a dataset for each manufacturer 101, 102, 103, 104, etc. who may provide display objects (boutiques) to be replicated into retail jewelers' web pages. The number of manufacturers is virtually unlimited; Fig. 2 shows detail of datasets for but two of them, 101 and 102. Boutiques (e.g., 1011) are shown for each of these manufacturers; although each manufacturer may have any number of boutiques. Fig. 2   |

| Claim | Claim Language of U.S. Patent No. 7.818,399 | Relevant Disclosure in PCT Application WO 99146709 to Voorhees ("Voorhees  |
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|       |   | only depicts those carried by jeweler 111  |
|       |   | Associated with each boutique in database 10 is a set of inclusion rules and a set of exclusion rules; for example, associated with boutique 1011 are inclusion rules 1012 and exclusion rules 1013. It is through these sets of rules that a manufacturer has control over which retailers may carry the boutique and which portions of the boutique they may customize   |
|       |   | The HTML description received over path 14 may contain specifications that some of the information in the display object is subject to modification by the retail jeweler. The modification will be performed according to criteria specified in the customization list associated with the boutique reference, in this case 1113. Typically, an identification of the boutique will appear in the display object and will not be specified as modifiable by the retail jeweler  |
|       |   | Voorhees '709, 9:13-11:6.  |
|       |   | Since jeweler 111's dataset contains boutique reference 112 to boutique 1011, and since in the present example inclusion rules 1012 grant permission for jeweler 111 to carry the boutique and exclusion rules 1013 do not prohibit jeweler 111 from carrying the boutique, when a potential purchaser visiting jeweler 111's web page requests to see boutique 1011 (typically by clicking an icon or legend) an HTML description of the boutique is retrieved over path 14 by display processor 17 (reference should now be made to Figs. 1 and 2 in conjunction) from templates 12 and HTML content information contained in boutique 1011. The HTML description is passed by path 14 to display processor 17. Display processor has already assembled and sent to shopper 24 the basic web page for jeweler 111, and will now assemble and replicate into that web page the boutique specified by 1011. The HTML description received over path 14 may contain specifications that some of the information in the display object is subject to modification by the retail jeweler. The modification will be performed according to criteria specified in the |
|       |   | customization list associated with the boutique reference, in this case  |
|       |   | 1011, and since in the present example inclusion rules 1012 grant permission for jeweler 111 to carry the boutique and exclusion rules 1013 do not prohibit jeweler 111 from carrying the boutique, when a potential purchaser visiting jeweler 111's web page requests to see boutique 1011 (typically by clicking an icon or legend) an HTML description of the boutique is retrieved over path 14 by display processor 17 (reference should now be made to Figs. 1 and 2 in conjunction) from templates 12 and HTML content information contained in boutique 1011. The HTML description is passed by path 14 to display processor 17. Display processor has already assembled and sent to shopper 24 the basic web page for jeweler 111, and will now assemble and replicate into that web page the boutique specified by 1011. The HTML description received over path 14 may contain specifications that some of the information in the display object is subject to modification by the retail jeweler. The   |

| Claim        | Claim Language of U.S. Patent No. 7.818.399 | Relevant Disclosure in PCT Application WO 99146709 to Voorhees ("Voorhees   |
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| Claim<br>No. | Claim Language of U.S. Patent No. 7.818.399 | Relevant Disclosure in PCT. Application WO 99146709 to Voorhees ("Woorhee 509)  1113. Typically, an identification of the boutique will appear in the display object and will not be specified as modifiable by the retail jeweler  After making these modifications in the manufacturer's display object, the object is forwarded through server 20 and communication link 21 to shopper 24 where it appears incorporated in the retailer's web page  Voorhees '709, 10:12-11:9.  Referring now to Fig. 3C, the shopper requests to view a particular one of the available boutiques. He does so typically by clicking on the name of a desired boutique. Since he is contemplating the purchase of a ring, he selects the boutique "Magnificent rings from RingCo" (Fig. 4C).  Transparently to the shopper, his request is transmitted with a program name invocation of "showboutique" and a parameter indicating the boutique reference, such as 112.  The request reaches display processor 17 which runs its constituent program showboutique, which finds in templates 13 the appropriate template for the page, and also finds the boutique reference 1112, from which it can be determined that the requested boutique in 1011. |
|              |   | Constituent subprograms of display processor 17 as named in the retrieved template are called with an argument specifying boutique 1011. Over path 14, they find information 1011 specifying the display object (boutique), and they find the template from templates 12 specifying the form or layout of the boutique. The template is filled in according to information 1011, thus producing a copy of the requested display object, which is returned to program show boutique. Showboutique then, either internally or through invocation of other subprograms, finds the retail jeweler's customization information associated with the boutique reference (in this case customization information 1113 associated with boutique reference 1112) and incorporates the customization information into the display object.  |

| Claim |  | Relevant Disclosure in PCT Application WO 99146709 to Voorbees  |
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| No.   | Claim Language of U.S. Patent No. 7,818,399  | *709)   |
|       |  | A web page is assembled including the requested display object (boutique) and returned via communication link 21 to the shopper's communication software 24, which causes it to be displayed to the shopper who now views it.   |
|       |  | Voorhees '709, 15:3-22.   |
|       |  | Thus, the shopper is able to see the manufacturer's information without leaving the retail jeweler's web page, including all updates made by the manufacturer. And the shopper sees the retail jeweler's customization of the manufacturer's information. These factors in conjunction facilitate a satisfying purchase for the customer, a sale for the jeweler, and a sale for the manufacturer.  |
|       |  | Voorhees '709, 16:8-12.   |
|       |  | See also, Figs. 1-2, 3A-3C, 4A-4D.  |
|       | (t) wherein each of the first web pages belongs to<br>one of a plurality of web page owners; | Jeweler 111 may carry or offer a number of boutiques on his web page, and in the present example is carrying three, with a reference to each in his dataset (1112, 1114, and 1116). These references are to boutiques 1011 and 1014 associated with manufacturer 101, and boutique 1021 associated with manufacturer 102, now to be discussed in connection with database 10.   |
|       |  | Database 10 has a dataset for each manufacturer 101, 102, 103, 104, etc. who may provide display objects (boutiques) to be replicated into retail jewelers' web pages. The number of manufacturers is virtually unlimited, Fig. 2 shows detail of datasets for but two of them, 101 and 102. Boutiques (e.g., 1011) are shown for each of these manufacturers; although each manufacturer may have any number of boutiques, Fig. 2 only depicts those carried by jeweler 111. |
|       |  | Voorhees '709, 9:9-18.  |
|       |  | Referring now to Fig. 3C, the shopper requests to view a particular one of the  |

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| Claim<br>No. | Claim Language of U.S. Patent No. 7,818,399   | Relevant Disclosure in PCT Application WO 99146709 to Voorhees ("Voorhees 709)  |
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|              |   | available boutiques. He does so typically by clicking on the name of a desired boutique. Since he is contemplating the purchase of a ring, he selects the boutique "Magnificent rings from RingCo" (Fig. 4C). Transparently to the shopper, his request is transmitted with a program name invocation of "showboutique" and a parameter indicating the boutique reference, such as 1112   |
|              |   | Showboutique then, either internally or through the invocation of other subprograms, finds the retail jeweler's customization information associated with the boutique reference (in this case customization information 1113 associated with boutique reference 1112) and incorporates the customization information into the display object.  |
|              |   | A web page is assembled including the requested display object (boutique) and returned via communication link 21 to the shopper's communication software 24, which causes it to be displayed to the shopper who now views it.   |
|              |   | Voorhees *709, 15:3-22.   |
|              |   | See also, Figs. 2, 3C, 4C.  |
|              | (ii) wherein each of the first web pages displays at<br>least one active link associated with a commerce<br>object associated with a buying opportunity of a<br>selected one of a plurality of merchants; and | Since jeweler 111's dataset contains boutique reference 112 to boutique 1011, and since in the present example inclusion rules 1012 grant permission for jeweler 111 to carry the boutique and exclusion rules 1013 do not prohibit jeweler 111 from carrying the boutique, when a potential purchaser visiting jeweler 111's web page requests to see boutique 1011 (typically by clicking an icon or legend) an HTML description of the boutique is retrieved over path 14 by display processor 17 (reference should now be made to Figs. 1 and 2 in conjunction) from templates 12 and HTML content information contained in boutique 1011. The HTML description is passed by path 14 to display processor 17. Display processor has already assembled and sent to shopper 24 the basic web page for jeweler 111, and will now assemble and replicate into that web page the boutique specified by 1011. The HTML description received over path 14 may contain specifications that some |

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| Claim Language of U.S. Patent No. 7,818,399 | Relevant Disclosure in PCT Application WO 99146709 to Voorhees ("Voorhees 709)   |
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|   | retail jeweler. The modification will be performed according to criteria specified in the customization list associated with the boutque reference, in this case 1113. Typically, an identification of the boutque will appear in the display object and will not be specified as modifiable by the retail jeweler  After making these modifications in the manufacturer's display object, the object is forwarded through server 20 and communication link 21 to shopper 24 where it appears incorporated in the retailer's web page  |
|   | Voorhees '709, 10:12-11:9.   |
|   | Referring now to Fig. 3C, the shopper requests to view a particular one of the available boutiques. He does so typically by clicking on the name of a desired boutique. Since he is contemplating the purchase of a ring, he selects the boutique "Maguificent rings from RingCo" (Fig. 4C). Transparently to the shopper, his request is transmitted with a program name invocation of "showboutique" and a parameter indicating the boutique reference, such as 112.   |
|   | The request reaches display processor 17 which runs its constituent program showboutique, which finds in templates 13 the appropriate template for the page, and also finds the boutique reference 1112, from which it can be determined that the requested boutique is 1011.  Constituent subprograms of display processor 17 as named in the retrieved template are called with an argument specifying boutique 1011. Over path 14, they find information 1011 specifying the display object (boutique), and they find the template from templates 12 specifying the form or layout of the boutique. The template is filled in according to information 1011, thus producing a copy of the requested display object, which is returned to program show boutique. Showboutique then, either internally or through invocation of other subprograms, finds the retail jeweler's customization information associated with the boutique reference (in this case customization information 1113 associated with boutique reference (in this case customization information 1113 associated with boutique reference [1112] and |
|   | Claim Language of U.S. Patent No. 7.818,399  |

| Claim<br>No. | Claim Language of U.S. Patent No. 7.818.399  | Relevant Disclosure in PCT Application WO 99146709 to Voorhees ("Voorhees '709)  |
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| 1            | (iii) wherein the selected merchant, the outsource<br>provider, and the owner of the first web page<br>displaying the associated link are each third parties<br>with respect to one other; | incorporates the customization information into the display object.  A web page is assembled including the requested display object (boutique) and returned via communication link 21 to the shopper's communication software 24, which causes it to be displayed to the shopper who now views it.  Voorhees '709, 15:3-22.  See also Figs. 3A-3C, 4A-4D.  In Voorhees '709, the system owner or controller represents the outsource provider, the retail jeweler is the owner of the first web page, and the selected merchant is the manufacturer.  Fig. 1 illustrates the system of the present invention. A plurality of shoppers can access the system to view information provided by a plurality of retail jewelers acting in concert with a plurality of jewelry manufacturers. Each shopper, jeweler, or manufacturer has a personal computer (PC) (well known in the art and not shown) each equipped with communication software 22 Jewelers), 23 (manufacturers), and 24 (shoppers) for interfacing the PCs with the communication link 21  The information that is accessible to a shopper is determined jointly by templates 13 and database 11, associated with retail jewelers, and templates 12 and database 10, associated with jewelry manufacturers, and typically includes information in electronic form, including electronic advertising. The templates specify formats for respective portions of the information while the database determine availability and content of the respective portions. The templates and database contents may be entered through system control unit 25, or by the jewelers and manufacturers from their PCs through their communication software 22 and 23 respectively. |

| Claim | Claim Language of U.S. Patent No. 7,818,399  | Relevant Disclosure in PCT Application WO 99146709 to Voorhees ("Voorhees   |
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| No    | Craun Canguage of C.5. Patent No. 7,616,599  | *709)   |
|       |  | See also, Figs. 1, 2, 3A-3C, 4A-4D.   |
| 19(b) | a computer server at the outsource provider, which<br>computer server is coupled to the computer store<br>and programmed to: | Fig. 1 illustrates the system of the present invention. A plurality of shoppers can access the system to view information provided by a plurality of retail jewelers acting in concert with a plurality of jewelry manufacturers. Each shopper, jeweler, or manufacturer has a personal computer (PC) (well known in the art and not shown) each equipped with communication software 22 Jewelers), 23 (manufacturers), and 24 (shoppers) for interfacing the PCs with the communication link 21.   |
|       |  | In a present embodiment, communication link 21 is the Internet, but many other communication media may be contemplated for use in the present invention. Communication link 21 enables communication with servers 18, 19, and 20. In keeping with the trends prevalent and well known in the communication arts to generate distributed systems, the servers 18, 19, and 20 may be associated with the same host computer or with different host computers. The 14 may thus be internal to one host machine, or it may itself include a communications path among a number of host machines.  |
|       |  | The information that is accessible to a shopper is determined jointly by templates 13 and database 11, associated with retail jewelers, and templates 12 and database 10, associated with jewelry manufacturers, and typically includes information in electronic form, including electronic advertising. The templates specify formats for respective portions of the information while the databases determine availability and content of the respective portions. The templates and database contents may be entered through system control unit 25, or by the jewelers and manufacturers from their PCs through their communication software 22 and 23 respectively. |
|       |  | Voorhees '709, 3:23-39.   |
|       |  | See also, Figs. 1-2, 4:7-12; 8:4-17.  |
|       | (i) receive from the web browser of a computer user a signal indicating activation of one of the                             | Since jeweler 111's dataset contains boutique reference 112 to boutique 1011, and since in the present example inclusion rules 1012 grant   |

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| Claim<br>No. | Claim Language of U.S. Patent No. 7,818,399    | Relevant Disclosure in PCT Application WO 99146709 to Voorhees ("Voorhees ("V |
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|              | links displayed by one of the first web pages; | permission for jeweler 111 to carry the boutique and exclusion rules 1013 do not prohibit jeweler 111 from carrying the boutique, when a potential purchaser visiting jeweler 111's web page requests to see boutique 1011 (typically by clicking an icon or legend) an HTML description of the boutique is retrieved over path 14 by display processor 17 (reference should now be made to Figs. 1 and 2 in conjunction) from templates 12 and HTML content information contained in boutique 1011. The HTML description is passed by path 14 to display processor 17. Display processor has already assembled and sent to shopper 24 the basic web page for jeweler 111, and will now assemble and replicate into that web page the boutique specified by 1011. The HTML description received over path 14 may contain specifications that some of the information in the display object is subject to modification by the retail jeweler. The modification will be performed according to criteria specified in the customization list associated with the boutique reference, in this case 1113. Typically, an identification of the boutique will appear in the display object and will not be specified as modifiable by the retail jeweler  |
|              |  | After making these modifications in the manufacturer's display object, the object is forwarded through server 20 and communication link 21 to shopper 24 where it appears incorporated in the retailer's web page  Voorhees '709, 10:12-11:9.  |
|              |  | Referring now to Fig. 3C, the shopper requests to view a particular one of the available boutiques. He does so typically by clicking on the name of a desired boutique. Since he is contemplating the purchase of a ring, he selects the boutique "Maguificent rings from RingCo" (Fig. 4C). Transparently to the shopper, his request is transmitted with a program name invocation of "showboutique" and a parameter indicating the boutique reference, such as 112.   |
|              |  | The request reaches display processor 17 which mns its constituent program showboutique, which finds in templates 13 the appropriate   |

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| Claim<br>No. | Claim Language of U.S. Patent No. 7,818,399   | Relevant Disclosure in PCT Application WO 99146709 to Voorhees ("Voorhees 709)   |
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|              |   | template for the page, and also finds the boutique reference 1112, from which it can be determined that the requested boutique is 1011.  Constituent subprograms of display processor 17 as named in the retrieved template are called with an argument specifying boutique 1011. Over path 14, they find information 1011 specifying the display object (boutique), and they find the template from templates 12 specifying the form or layout of the boutique. The template is filled in according to information 1011, thus producing a copy of the requested display object, which is returned to program show boutique. Showboutique then, either internally or through invocation of other subprograms, finds the retail jeweler's customization information associated with the boutique reference (in this case customization information 1113 associated with boutique reference 1112) and incorporates the customization information into the display object.  A web page is assembled including the requested display object (boutique) and returned via communication link 21 to the shopper's communication software 24, which causes it to be displayed to the shopper who now views it. |
|              |   | Voorhees *709, 15:3-22.  |
|              |   | See also Figs. 3A-3C, 4A-4D.   |
|              | (ii) automatically identify as the source page the one of the first web pages on which the link has been activated; | Referring now to Fig. 3C, the shopper requests to view a particular one of the available boutiques. He does so typically by clicking on the name of a desired boutique. Since he is contemplating the purchase of a ring, he selects the boutique "Maguificent rings from RingCo" (Fig. 4C).  Transparently to the shopper, his request is transmitted with a program name invocation of "showboutique" and a parameter indicating the boutique reference, such as 112.  |
|              |   | The request reaches display processor 17 which runs its constituent program showboutique, which finds in templates 13 the appropriate template for the page, and also finds the boutique reference 1112, from which it can be determined that the requested boutique is 1011.  |

| laim | Claim Language of U.S. Patent No. 7.818.399       | Relevant Disclosure in PCT Application WD 99146709 to Voorhees ("Voorhees   |
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| No.  |   | *709)  Constituent subprograms of display processor 17 as named in the  |
|      |   | retrieved template are called with an argument specifying boutique  |
|      |   | 1011. Over path 14, they find information 1011 specifying the display   |
|      |   | object (boutique), and they find the template from templates 12   |
|      |   | specifying the form or layout of the boutique. The template is filled in  |
|      |   | according to information 1011, thus producing a copy of the requested   |
|      |   | display object, which is returned to program show boutique.   |
|      |   | Showboutique then, either internally or through invocation of other   |
|      |   | subprograms, finds the retail jeweler's customization information<br>associated with the boutique reference (in this case customization         |
|      |   | information 1113 associated with boutique reference 1112) and   |
|      |   | incorporates the customization information into the display object.   |
|      |   | most portion and educontention and make the display object.   |
|      |   | A web page is assembled including the requested display object  |
|      |   | (boutique) and returned via communication link 21 to the shopper's  |
|      |   | communication software 24, which causes it to be displayed to the   |
|      |   | shopper who now views it.   |
|      |   | Voorhees '709, 15:3-22.   |
|      |   | See also Figs. 3A-3C, 4A-4D.  |
|      | (iii) in response to identification of the source | Replicating a boutique from the manufacturer's database 10 into a   |
|      | page, automatically retrieve the stored data      | display being made up by display processor 17 largely from jeweler's  |
|      | corresponding to the source page; and             | database 11 requires data transmission over path 14, which, as<br>previously mentioned may be a hard path within a single host machine          |
|      |   | or a communications link between two host machines.   |
|      |   |   |
|      |   | As is known to those in the art, database 11 may or may not be  |
|      |   | implemented as an object-oriented database. If it is object-oriented, it  |
|      |   | will have instructions embedded in it and will initiate on its own a  |
|      |   | request over path 14 for the requisite information from database 10, and<br>will provide all the information necessary for a display to display |
|      |   | processor 17. If it is not object-oriented, display processor 17 will have  |
|      |   | to initiate requests for such information over path 14, and display   |
|      |   | processor 17 will be responsible for assembling information for a   |

| Claim<br>No. | Claim Language of U.S. Patent No. 7,818,399 | Relevant Disclosure in PCT Application WO 39146709 to Voorhees ("Voorhees 709)   |
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|              |   | complete display from database 10 and database 11.  Display processor 17 forwards the display information through server 20 and over communication link 21 to the shopper's communication software 24 which presents the shopper with the indicated display on his monitor.  |
|              |   | Voorhees '709, 8:4-17.  Since jeweler 111's dataset contains boutique reference 112 to boutique 1011, and since in the present example inclusion rules 1012 grant permission for jeweler 111 to carry the boutique and exclusion rules 1013 do not prohibit jeweler 111 from carrying the boutique, when a potential purchaser visiting jeweler 111's web page requests to see boutique 1011 (typically by clicking an icon or legend) an HTML description of the boutique is retrieved over path 14 by display processor 17 (reference should now be made to Figs. 1 and 2 in conjunction) from templates 12 and HTML content information contained in boutique 1011. The HTML description is passed by path 14 to display processor 17. Display processor has already assembled and sent to shopper 24 the basic web page for jeweler 111, and will now assemble and replicate into that web page the boutique specified by 1011. The HTML description received over path 14 may contain specifications that some of the information in the display object is subject to modification by the retail jeweler. The modification will be performed according to criteria specified in the customization list associated with the boutique reference, in this case 1113. Typically, an identification of the boutique will appear in the display object and will not be specified as modifiable by the retail jeweler  After making these modifications in the manufacturer's display object, the object is forwarded through server 20 and communication link 21 to shopper 24 where it appears incorporated in the retailer's web page |
|              |   | Voorhees '709, 10:12-11:9.   |

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| of of he Tr. nan bo Th pr. ter wh Co ret 10 ob sp.   | erring now to Fig. 3C, the shopper requests to view a particular one ne available boutiques. He does so typically by clicking on the name desired boutique. Since he is contemplating the purchase of a ring, elects the boutique "Maguificent rings from RingCo" (Fig. 4C). asparently to the shopper, his request is transmitted with a program to invocation of "showboutique" and a parameter indicating the tique reference, such as 112.  request reaches display processor 17 which runs its constituent  |
|--|--|
| proter ter who control ter 10 objects according to the specific accord | request reaches display processor 17 which may its constituent   |
| sul<br>ass<br>inf  | gram showboutique, which finds in templates 13 the appropriate plate for the page, and also finds the boutique reference 1112, from the it can be determined that the requested boutique is 1011. stituent subprograms of display processor 17 as named in the eved template are called with an argument specifying boutique 1. Over path 14, they find information 1011 specifying the display cct (boutique), and they find the template from templates 12 cifying the form or layout of the boutique. The template is filled in ording to information 1011, thus producing a copy of the requested lay object, which is returned to program show boutique. which is returned to program show boutique then, either internally or through invocation of other programs, finds the retail jeweler's customization information ociated with the boutique reference (in this case customization rmation 1113 associated with boutique reference 1112) and upportates the customization information into the display object. |
| (bc  | web page is assembled including the requested display object<br>utique) and returned via communication link 21 to the shopper's<br>imunication software 24, which causes it to be displayed to the<br>oper who now views it.   |
| Voorhees   | 709, 15:3-22.  |
| See also I   | 24 2C 44 4D  |

| Claim<br>No. | Claim Language of U.S. Patent No. 7,818,399                               | Relevant Disclosure in PCT Application WO 99146709 to Voorhees ("Voorhees 7709)   |
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|              | generate and transmit to the web browser a second web page that displays: | many other communication media may be contemplated for use in the present invention. Communication link 21 enables communication with servers 18, 19, and 20. In keeping with the trends prevalent and well known in the communication arts to generate distributed systems, the servers 18, 19, and 20 may be associated with the same host computer or with different host computers. The 14 may thus be internal to one host machine, or it may itself include a communications path among a number of host machines.  |
|              |   | The information that is accessible to a shopper is determined jointly by templates 13 and database 11, associated with retail jewelers, and templates 12 and database 10, associated with jewelry manufacturers, and typically includes information in electronic form, including electronic advertising. The templates specify formats for respective portions of the information while the databases determine availability and content of the respective portions. The templates and database contents may be entered through system control unit 25, or by the jewelers and manufacturers from their PCs through their communication software 22 and 23 respectively. |
|              |   | Voorhees '709, 3:23-39.   |
|              |   | Referring now to Fig. 3C, the shopper requests to view a particular one of the available boutiques. He does so typically by clicking on the name of a desired boutique. Since he is contemplating the purchase of a ring, he selects the boutique "Magnificent rings from RingCo" (Fig. 4C).  Transparently to the shopper, his request is transmitted with a program name invocation of "showboutique" and a parameter indicating the boutique reference, such as 112.   |
|              |   | The request reaches display processor 17 which mns its constituent program showboutique, which finds in templates 13 the appropriate template for the page, and also finds the boutique reference 1112, from which it can be determined that the requested boutique is 1011.  Constituent subprograms of display processor 17 as named in the   |

| Claim<br>No. | Claim Language of U.S. Patent No. 7,818,399   | Relevant Disclosure in PCT Application WO 99146709 to Voorhees ("Voorhees 709)  |
|--------------|---|---|
|              |   | retrieved template are called with an argument specifying boutique 1011.  Over path 14, they find information 1011 specifying the display object (boutique), and they find the template from templates 12 specifying the form or layout of the boutique. The template is filled in according to information 1011, thus producing a copy of the requested display object, which is returned to program show boutique. Showboutique then, either internally or through invocation of other subprograms, finds the retail jeweler's customization information associated with the boutique reference (in this case customization information 1113 associated with boutique reference 1112) and incorporates the customization information into the display object. |
|              |   | A web page is assembled including the requested display object (boutique) and returned via communication link 21 to the shopper's communication software 24, which causes it to be displayed to the shopper who now views it.   |
|              |   | Voorhees '709, 15:3-22.   |
|              |   | See also Figs. 1, 2, 3A-3C, 4A-4D.  |
|              | (A) information associated with the commerce object associated with the link that has been activated, and | Referring now to Fig. 3C, the shopper requests to view a particular one of the available boutiques. He does so typically by clicking on the name of a desired boutique. Since he is contemplating the purchase of a ring, he selects the boutique "Magnificent rings from RingCo" (Fig. 4C).  Transparently to the shopper, his request is transmitted with a program name invocation of "showboutique" and a parameter indicating the boutique reference, such as 112.   |
|              |   | The request reaches display processor 17 which rms its constituent program showboutique, which finds in templates 13 the appropriate template for the page, and also finds the boutique reference 1112, from which it can be determined that the requested boutique is 1011.  Constituent subprograms of display processor 17 as named in the retrieved template are called with an argument specifying boutique 1011.  |

| name invocation of "showboutique" and a parameter indicating the boutique reference, such as 112.   |
|---|
| The request reaches display processor 17 which runs its constituent program showboutique, which finds in templates 13 the appropriate template for the page, and also finds the boutique reference 1112, from which it can be determined that the requested boutique is 1011.  Constituent subprograms of display processor 17 as named in the retrieved template are called with an argument specifying boutique 1011.  Over path 14, they find information 1011 specifying the display object |
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|   |
| Relevant Disclosure in PCT Application WO 99146709 to Voorhees ("Voorhees 1709)   |
| information 1011, thus producing a copy of the requested display object, which is returned to program show boutique. Showboutique then, either  |

| Claim<br>No. | Claim Language of U.S. Patent No. 7.818,399   | Relevant Disclosure in PCT Application WO 99146709 to Voorhees ("Voorhees 1709)   |
|--------------|---|---|
| Au           |   | (boutique), and they find the template from templates 12 specifying the form or layout of the boutique. The template is filled in according to information 1011, thus producing a copy of the requested display object, which is returned to program show boutique. Showboutique then, either internally or through invocation of other subprograms, finds the retail jeweler's customization information associated with the boutique reference (in this case customization information 1113 associated with boutique reference 1112) and incorporates the customization information into the display object.  A web page is assembled including the requested display object (boutique) and returned via communication link 21 to the shopper's communication software 24, which causes it to be displayed to the shopper who now views it. |
|              |   | Voorhees '709, 15:3-22.   |
|              |   | See also Figs. 3A-3C, 4A-4D.  |
|              | (B) the plurality of visually perceptible elements visually corresponding to the source page. | Referring now to Fig. 3C, the shopper requests to view a particular one of the available boutiques. He does so typically by clicking on the name of a desired boutique. Since he is contemplating the purchase of a ring, he selects the boutique "Magnificent rings from RingCo" (Fig. 4C).  Transparently to the shopper, his request is transmitted with a program name invocation of "showboutque" and a parameter indicating the boutique reference, such as 112.  |
|              |   | The request reaches display processor 17 which mns its constituent program showboutique, which finds in templates 13 the appropriate template for the page, and also finds the boutique reference 1112, from which it can be determined that the requested boutique is 1011.  Constituent subprograms of display processor 17 as named in the retrieved template are called with an argument specifying boutique 1011.  Over path 14, they find information 1011 specifying the display object (boutique), and they find the template from templates 12 specifying the form or layout of the boutique. The template is filled in according to   |

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| Claim<br>No. | Claim Language of U.S. Patent No. 7,818,399 | Relevant Disclosure in PCT Application WO 99146709 to Voorhees ("Voorhees 709)  |
|--------------|---|---|
|              |   | information 1011, thus producing a copy of the requested display object, which is returned to program show boutique. Showboutique then, either internally or through invocation of other subprograms, finds the retail jeweler's customization information associated with the boutique reference (in this case customization information 1113 associated with boutique reference 1112) and incorporates the customization information into the display object. |
|              |   | A web page is assembled including the requested display object (boutique) and returned via communication link 21 to the shopper's communication software 24, which causes it to be displayed to the shopper who now views it. A typical example is shown as element 26A in Fig. 4D. Although element 26A has the same general layout as element 26 in Fig. 4A, some items in it are seen to be different. This is a result of the aforementioned customization. |
|              |   | Voorhees '709, 15:3 – 16:1.<br>See also Figs. 3A-3C, 4A-4D.   |

## Comparison of U.S. Patent No. 7,818,399 and U.S. Patent No. 5,870,717 to Wiecha ("Wiecha '717") $^{1}$

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. 5,870,717 to Wiecha anticipates and/or renders obvious, alone or in combination with other prior art identified in Defendants' Amended Invalidity Contentions, the asserted claims as described in part below.

| Claim<br>No. | Claim Language of U.S. Patent No. 1.818,399   | Relevant Disclosure in U.S. Patent No. 5.870,717 to Wiecha ("Wiecha *717")   |
|--------------|---|--|
| 1            | A method of an outsource provider serving web pages offering commercial opportunities, the method comprising: | An employee 17 preferably accesses one or more electronic catalogs 24 stored on a shadow catalog server 22, accessed via a local area network 20 preferably by means of a employee workstation 18. These catalogs contain only those items for which a price has been negotiated between the enterprise and a particular supplier, so the verification by the enterprise's Purchasing department described above is obviated.  |
|              |   | 2. The employee selects items from the catalogs preferably with a mouse or similar device. Catalog items may be displayed with pictures, descriptions and other information in a fashion similar to a paper catalog. Where similar items are available, a "Compare" icon can be selected on the screen, causing the items to be listed side by side, with differences highlighted. Items can be located by searching down the taxonomy tree of the catalog (much as one searches through a paper catalog by finding the appropriate general section and then looking for a particular item), or by entering a search word or phrase. |
|              |   | Wiecha '717, 3:10-28.  |
|              |   | The client environment is shown in the lower segment of FIG. 6, defined by shadow server 106 which maintains a customized copy of the master catalog for distribution to local clients 102 and 104. Purchase orders are received by a Local buyer master server 86 from a data pathway connecting remote shadow LAN 108 with local buyer master LAN 88. The Buyer Master Server also performs the server function in the   |

<sup>&</sup>lt;sup>1</sup> Unless noted, all citations in this chart are to U.S. Patent No. 5,870,717 to Wiecha (filed on November 13, 1995 and issued on February 9, 1999). [DFNDT\_0000218-0000239].

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| Claim | Claim Language of U.S. Patent No. 7,818,399  | Relevant Disclosure in U.S. Patent No. 5.870,717 to Wiecha ("Wiecha "717")  |
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| No.   | -contraligacy (1.55), aud. (6.707)   | following capacities; order processing from buyer clients 90, approval and call back. The Buyer Master Server communicates with the operations environment of the enterprise through a 56Kb switched or leased TCP/IP line 107.  Wiecha '717, 4:14-25.  See also, Figs. 3-4, 6, 1:57 – 2:19.  |
| 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; | 1. An employee 17 preferably accesses one or more electronic catalogs 24 stored on a shadow catalog server 22, accessed via a local area network 20 preferably by means of a employee workstation 18. These catalogs contain only those items for which a price has been negotiated between the enterprise and a particular supplier, so the vertication by the enterprise's Purchasing department described above is obviated.  2. The employee selects items from the catalogs preferably with a mouse or similar device. Catalog items may be displayed with pictures, descriptions and other information in a fashion similar to a paper catalog. Where similar items are available, a "Compare" icon can be selected on the screen, causing the items to be listed side by side, with differences highlighted. Items can be located by searching down the taxonomy tree of the catalog (much as one searches through a paper catalog by finding the appropriate general section and then looking for a particular item), or by entering a search word or phrase.  Wiecha '717, 3:10-28.  1. Details of the Client Environment 123  Comprised of a Shadow Server 150 consisting of Browser Dynamic link libraries DLLs 152. The Browser DLLs receive catalog data from the Order Processing Server 154 and in turn output the Browser DLLs and customized catalogs, during a client browse session to a buyer (client) 156. |
|       |  | Wiecha '717, 4:64 – 5:3.  |

| Claim<br>No. | Chaim Language of U.S. Patent No. 7.818.399 | Relevant Disclosure in U.S. Patent No. 5,870,717 (a Wiecha ("Wiecha "717")   |
|--------------|---|--|
|              |   | Order Manager and Catalog Browser This function runs on the end-user's personal computer, although the code would normally reside on disk storage in a catalog shadow server machine. It provides the following main function to an employee using the system:  Catalog Browser Browse Product Images, Text and Prices Able to page forward and backward. Quick return to top menu page from any part of the catalog. Quick return to the table of contents from any part of the catalog. Display previous page at top of screen, with links to navigation log. Images are displayed in .BMP format. Two separate image files are kept for OS/2 and Windows. See also "FotoFarm," supra. Text the Browser may select zero, one, or more ordered sets of descriptive phrases. Prices. |
|              |   | Wiecha *717, 8:24-53.  |
|              |   | Content management tools to receive, process, and manage images 208 and text 212 from content providers 200 for the creation of an EPS (Electronic Purchasing Service) master catalog. An overview of this process is shown in FIG. 8, numeral and Text 212 from content provides 200 are first converted through conversion units 210, 214 also, including conversion units, 218 and 222 from third party converters 202, the graphics and text are then and combined with content from independent image providers 220 to create catalogs 216 and 224 constituting third party catalogs 204 which are then combined at an EPS catalog stage 206 to form EPS (Electronic Purchasing Service) catalog 226 and distributed to buyers 230 via EPS subscription 228;                    |
|              |   | These enable EPS Operations to create and manage catalog information in the merchandise database such as the price, description and visual   |

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| Claim<br>No. | Claim Language of U.S. Patent No. 7,818,399  | Relevant Disclosure in U.S. Patent No. 3,870,717 to Wiecha ("Wiecha '717")   |
|--------------|--|--|
|              |  | representation of each item  |
|              |  | FotoFarm This collection of utilities may be used to convert text and images from the content providers 200, 250 and 280. The workflows of these two activities are shown schematically in FIGS. 9, 10, numerals 26, 28.  Supported functions may include:   |
|              |  | Receive, store, and archive source images 282 and text files 252 and 282.  First-level validity check of source media 254, 284 and 286.  Assign EPS unique filename and update the index files 258, 284.  Create master catalog's subchapters and folders, and populate them with the relevant contents 260, 292.  Trigger down-stream re-creation or subscription catalogs (see below) when EPS catalog updates occur 260, 292.  Process images received from content providers in batch model 256.  Delta cropping of image by specifying new crop coordinates 288.  Generate multiple resolution versions of images |
|              |  | Wiecha '717, 5:34 – 6:25.  |
|              |  | See also, Figs. 6-10.  |
|              | (i) wherein each of the first web pages belongs to<br>one of a plurality of web page owners; | The various content providers and their electronic catalogs represent the plurality of well page owners.   |
|              |  | An employee 17 preferably accesses one or more electronic catalogs 24 stored on a shadow catalog server 22, accessed via a local area network 20 preferably by means of a employee workstation 18. These catalogs contain only those items for which a price has been negotiated between the enterprise and a particular supplier, so the verification by the enterprise's Purchasing department described above is obviated.  |
|              |  | The employee selects items from the catalogs preferably with a mouse or similar device. Catalog items may be displayed with pictures, descriptions and other information in a fashion similar to a paper catalog.  |

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| Claim<br>No. | Claim Language of U.S. Patent No. 7,818,399  | Relevant Disclosure in U.S. Patent No. 5.870,717 to Wiecha ("Wiecha '717")   |
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| No.          |  | Wiecha '717, 3:10-21.  Content management tools to receive, process, and manage images 208 and text 212 from content providers 200 for the creation of an EPS (Electronic Purchasing Service) master catalog. An overview of this process is shown in FIG. 8, numeral and Text 212 from content provides 200 are first converted through conversion units 210, 214 also, including conversion units, 218 and 222 from third party converters 202, the graphics and text are then and combined with content from independent image providers 220 to create catalogs 216 and 224 constituting third party catalogs 204 which are then combined at an EPS catalog stage 206 to form EPS (Electronic Purchasing Service) catalog 226 and distributed to buyers 230 via EPS subscription 228;  These enable EPS Operations to create and manage catalog information in the merchandise database such as the price, description and visual representation of each item.  Distribution management tools to receive vendors' price and catalog |
|              | (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 | updates, as well as propogate the changes to the customers' Buyer Master servers.  Wiecha '717, 5:34-53.  See also, Figs. 7-8.  1. An employee 17 preferably accesses one or more electronic catalogs 24 stored on a shadow catalog server 22, accessed via a local area network 20 preferably by means of a employee workstation 18. These catalogs contain only those items for which a price has been negotiated between the enterprise and a particular supplier, so the verification by the enterprise's Purchasing department described above is obviated.  2. The employee selects items from the catalogs preferably with a mouse or similar device. Catalog items may be displayed with pictures,   |

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| descriptions and other information in a fashion similar to a paper catalog. Where similar items are available, a "Compare" icon can be selected on the screen, causing the items to be listed side by side, with differences highlighted. Items can be located by searching down the taxonomy tree of the catalog (much as one searches through a paper catalog by finding the appropriate general section and then looking for a particular item), or by entering a search word or phrase.  Wiecha '717, 3:10-28.  1. Details of the Client Environment 123 Comprised of a Shadow Server 150 consisting of Browser Dynamic link libraries DLLs 152. The Browser DLLs receive catalog data from the Order Processing Server 154 and in turn output the Browser DLLs and customized catalogs, during a client browse session to a buyer (client) 156.  Wiecha '717, 4:64 – 5:3.  Order Manager and Catalog Browser This function runs on the end-user's personal computer, although the code would normally reside on disk storage in a catalog shadow server machine. It provides the following main function to an employee using the system: | Claim<br>No. | Claim Language of U.S. Patent No. 7,818,399 | Relevant Disclosure in U.S. Patent No. 5.870,717 to Wiecha ("Wiecha "717")   |
|--|--------------|---|--|
| 1. Details of the Client Environment 123 Comprised of a Shadow Server 150 consisting of Browser Dynamic link libraries DLLs 152. The Browser DLLs receive catalog data from the Order Processing Server 154 and in turn output the Browser DLLs and customized catalogs, during a client browse session to a buyer (client) 156.  Wiecha '717, 4:64 – 5:3.  Order Manager and Catalog Browser This function rms on the end-user's personal computer, although the code would normally reside on disk storage in a catalog shadow server machine. It provides the following main function to an employee using the system: Catalog Browser Browse Product Images, Text and Prices Able to page forward and backward. Quick return to top menu page from any part of the catalog. Quick return to to the table of contents from any part of the catalog. Quick return to the table of contents from any part of the catalog. Display previous page at top of screen, with links to navigation log.   |              |   | the screen, causing the items to be listed side by side, with differences<br>highlighted. Items can be located by searching down the taxonomy tree<br>of the catalog (much as one searches through a paper catalog by finding<br>the appropriate general section and then looking for a particular item), or |
| Comprised of a Shadow Server 150 consisting of Browser Dynamic link libraries DLLs 152. The Browser DLLs receive catalog data from the Order Processing Server 154 and in turn output the Browser DLLs and customized catalogs, during a client browse session to a buyer (client) 156.  Wiecha '717, 4:64 – 5:3.  Order Manager and Catalog Browser This function runs on the end-user's personal computer, although the code would normally reside on disk storage in a catalog shadow server machine. It provides the following main function to an employee using the system:  Catalog Browser Browse Product Images, Text and Prices Abie to page forward and backward. Quick return to top menu page from any part of the catalog. Quick return to the table of contents from any part of the catalog. Display previous page at top of screen, with links to navigation log.   |              |   | Wiecha '717, 3:10-28.  |
| Order Manager and Catalog Browser This function runs on the end-user's personal computer, although the code would normally reside on disk storage in a catalog shadow server machine. It provides the following main function to an employee using the system:  Catalog Browser Browse Product Images, Text and Prices Able to page forward and backward. Quick return to top menu page from any part of the catalog. Quick return to the table of contents from any part of the catalog. Display previous page at top of screen, with links to navigation log.  |              |   | Comprised of a Shadow Server 150 consisting of Browser Dynamic link<br>libraries DLLs 152. The Browser DLLs receive catalog data from the<br>Order Processing Server 154 and in turn output the Browser DLLs and<br>customized catalogs, during a client browse session to a buyer (client)                  |
| This function rms on the end-user's personal computer, although the code would normally reside on disk storage in a catalog shadow server machine. It provides the following main function to an employee using the system:  Catalog Browser  Browse Product Images, Text and Prices  Able to page forward and backward.  Quick return to top menu page from any part of the catalog.  Quick return to the table of contents from any part of the catalog.  Display previous page at top of screen, with links to navigation log.  |              |   | Wiecha '717, 4:64 - 5:3.   |
| Browse Product Images, Text and Prices  Able to page forward and backward.  Quick return to top menu page from any part of the catalog.  Quick return to the table of contents from any part of the catalog.  Display previous page at top of screen, with links to navigation log.  |              |   | This function runs on the end-user's personal computer, although the code would normally reside on disk storage in a catalog shadow server machine. It provides the following main function to an employee using the system:   |
|  |              |   | Browse Product Images, Text and Prices Able to page forward and backward. Quick return to top menu page from any part of the catalog. Quick return to the table of contents from any part of the catalog.  |
| Images are displayed in .BMP format.  Two separate image files are kept for OS/2 and Windows. See also   |              |   | Images are displayed in .BMP format.   |
| "FotoFarm," supra.  Text the Browser may select zero, one, or more ordered sets of descriptive phrases.  |              |   | "FotoFarm," supra.  Text the Browser may select zero, one, or more ordered sets of   |

| Claim | Châm Language of U.S. Patent No. 7.818.399   | Relevant Disclosure in U.S. Patent No. 5.870.717 to Wiecha ("Wiecha '717")   |
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| Nac   |  | Prices   |
|       |  | 1 11005.   |
|       |  | Wiecha '717, 8:24-53.  |
|       |  | See also, Figs. 3, 6.  |
|       | (iii) wherein the selected merchant, the outsource<br>provider, and the owner of the first web page are<br>each third parties with respect to one other; | In Wiecha '717, the content providers represent the merchant, the outsource provider controls the catalog maintenance environment, and the owner of the first web page is the corporation (client environment).  |
|       |  | This aspect of the invention preferably comprises (see FIG. 7) three major components:   |
|       |  | Catalog creation and maintenance tools (shown at the top of Fig. 7).     Catalog creation is defined by item 122, the SELLER AND PROVIDER ENVIRONMENT consisting of EDI MAIL BOX 122, CONTENT PROVIDER 124, and CD's & Diskettes 126.  |
|       |  | Catalog maintenance is defined by item 27, CATALOG MAINTENANCE ENVIRONMENT, which includes item 128, CATALOG MAINTENANCE CLIENTS which receives inputs from CDS & Diskettes 126 and additions and changes concerning catalog entries & update, pricing updates, and subscriptions from CAT FILE SERVERS 140. |
|       |  | Catalog browsing and purchasing software (the client environment<br>shown in the lower segment of FIG. 7); and   |
|       |  | Networking software and services (the Operations environment shown in the middle segment of FIG. 7) defined by OPERATIONS ENVIRONMENT 125.   |
|       |  | Wiecha '717, 5:10-28.  |
|       |  | See also, Figs. 7-8.   |
| 1(b)  | (b) automatically retrieving from a storage  | An employee 17 preferably accesses one or more electronic catalogs   |

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| Claim<br>No. | Claim Language of U.S. Patent No. 7,818,399                                     | Relevant Disclosure in U.S. Patent No. 5.870,717 to Wiecha ("Wiecha '717")  |
|--------------|---|---|
|              | coupled to the server pre-stored data associated with the source page; and then | 24 stored on a shadow catalog server 22, accessed via a local area network 20 preferably by means of a employee workstation 18. These catalogs contain only those items for which a price has been negotiated between the enterprise and a particular supplier, so the verification by the enterprise's Purchasing department described above is obviated.  |
|              |   | Wiecha '717, 3:10-17.   |
|              |   | Order Manager and Catalog Browser This function runs on the end-user's personal computer, although the code would normally reside on disk storage in a catalog shadow server machine. It provides the following main function to an employee using the system:  Catalog Browser Browse Product Images, Text and Prices Able to page forward and backward. Quick return to top menu page from any part of the catalog. Quick return to the table of contents from any part of the catalog. Display previous page at top of screen, with links to navigation log. Images are displayed in BMP format. Two separate image files are kept for OS/2 and Windows. See also "FotoFarm," supra. Text the Browser may select zero, one, or more ordered sets of descriptive phrases. Prices. |
|              |   | Wiecha '717, 8:24-53.   |
|              |   | Content management tools to receive, process, and manage images 208 and text 212 from content providers 200 for the creation of an EPS (Electronic Purchasing Service) master catalog. An overview of this process is shown in FIG. 8, numeral and Text 212 from content provides 200 are first converted through conversion units 210, 214 also, including conversion units, 218 and 222 from third party converters 202, the graphics and text are then and combined with content from independent  |

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| Claim |   |  |
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| No.   | Claim Language of U.S. Patent No. 7,818,399   | Relevant Disclosure in U.S. Patent No. 5,870,717 to Wiecha ("Wiecha "717")   |
|       |   | image providers 220 to create catalogs 216 and 224 constituting third party catalogs 204 which are then combined at an EPS catalog stage 206 to form EPS (Electronic Purchasing Service) catalog 226 and distributed to buyers 230 via EPS subscription 228;   |
|       |   | These enable EPS Operations to create and manage catalog information in the merchandise database such as the price, description and visual representation of each item   |
|       |   | FotoFarm This collection of utilities may be used to convert text and images from the content providers 200, 250 and 280. The workflows of these two activities are shown schematically in FIGS. 9, 10, numerals 26, 28.  Supported functions may include:   |
|       |   | Receive, store, and archive source images 282 and text files 252 and 282.  First-level validity check of source media 254, 284 and 286.  Assign EPS unique filename and update the index files 258, 284.  Create master catalog's subchapters and folders, and populate them with the relevant contents 260, 292.  Trigger down-stream re-creation or subscription catalogs (see below) when EPS catalog updates occur 260, 292.  Process images received from content providers in batch model 256.  Delta cropping of image by specifying new crop coordinates 288.  Generate multiple resolution versions of images |
|       |   | Wiecha '717, 5:34 – 6:25.  |
| 1(c)  | (c) automatically with the server computer-<br>generating and transmitting to the web browser a<br>second web page that includes: | See also, Figs. 7-8.  1. An employee 17 preferably accesses one or more electronic catalogs 24 stored on a shadow catalog server 22, accessed via a local area network 20 preferably by means of a employee workstation 18. These catalogs contain only those items for which a price has been negotiated between the enterprise and a particular supplier, so the verification by the enterprise's Purchasing department described above is obviated.   |

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| Claim | Claim Language of U.S. Patent No. 7,818,399 | Relevant Discussure in U.S. Patent No. 5.870,717 to Wiecha ("Wiecha "717")  |
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| No.   |   | 2. The employee selects items from the catalogs preferably with a mouse or similar device. Catalog items may be displayed with pictures, descriptions and other information in a fashion similar to a paper catalog. Where similar items are available, a "Compare" icon can be selected on the screen, causing the items to be listed side by side, with differences highlighted. Items can be located by searching down the taxonomy tree of the catalog (much as one searches through a paper catalog by finding the appropriate general section and then looking for a particular item), or by entering a search word or phrase.  |
|       |   | Wiecha '717, 3:10-28.   |
|       |   | Details of the Client Environment 123     Comprised of a Shadow Server 150 consisting of Browser Dynamic link libraries DLLs 152. The Browser DLLs receive catalog data from the Order Processing Server 154 and in turn output the Browser DLLs and customized catalogs, during a client browse session to a buyer (client) 156.   |
|       |   | Wiecha '717, 4:64 – 5:3.  |
|       |   | Order Manager and Catalog Browser  This function rms on the end-user's personal computer, although the code would normally reside on disk storage in a catalog shadow server machine. It provides the following main function to an employee using the system:  Catalog Browser  Browse Product Images, Text and Prices  Able to page forward and backward.  Quick return to top menu page from any part of the catalog.  Quick return to the table of contents from any part of the catalog.  Display previous page at top of screen, with links to navigation log.  Images are displayed in BMP format.  Two separate image files are kept for OS/2 and Windows. See also |

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| Claim<br>No. Ch | aim Language of U.S. Patent No. 7,818,399 | Relevant Disclosure in U.S. Patent No. 5,870,717 to Wiecha ("Wiecha 1717")  |
|-----------------|---|---|
|                 |   | "FotoFarm," supra.  Text the Browser may select zero, one, or more ordered sets of descriptive phrases.  Prices.  Wiecha '717, 8:24-53.   |
| obje            |   | 1. An employee 17 preferably accesses one or more electronic catalogs 24 stored on a shadow catalog server 22, accessed via a local area network 20 preferably by means of a employee workstation 18. These catalogs contain only those items for which a price has been negotiated between the enterprise and a particular supplier, so the verification by the enterprise's Purchasing department described above is obviated.  2. The employee selects items from the catalogs preferably with a mouse or similar device. Catalog items may be displayed with pictures, descriptions and other information in a fashion similar to a paper catalog. Where similar items are available, a "Compare" icon can be selected on the screen, causing the items to be listed side by ske, with differences highlighted. Items can be located by searching down the taxonomy tree of the catalog (much as one searches through a paper catalog by finding the appropriate general section and then looking for a particular item), or by entering a search word or phrase.  Wiecha '717, 3:10-28.  1. Details of the Client Environment 123  Comprised of a Shadow Server 150 consisting of Browser Dynamic link libraries DLLs 152. The Browser DLLs receive catalog data from the Order Processing Server 154 and in turn output the Browser DLLs and customized catalogs, during a client browse session to a buyer (client) 156.  Wiecha '717, 4:64 – 5:3. |

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| Claim<br>No. | Claim Language of U.S. Patent No. 7,818,399   | Relevant Disclosure in U.S. Patent No. 5,870,717 to Wiecha ("Wiecha "717")  |
|--------------|---|---|
|              |   | Order Manager and Catalog Browser This function runs on the end-user's personal computer, although the code would normally reside on disk storage in a catalog shadow server machine. It provides the following main function to an employee using the system:  Catalog Browser Browse Product Images, Text and Prices Able to page forward and backward. Quick return to top menu page from any part of the catalog. Quick return to top menu page from any part of the catalog. Display previous page at top of screen, with links to navigation log. Images are displayed in .BMP format. Two separate image files are kept for OS/2 and Windows. See also "FotoFarm," supra. Text the Browser may select zero, one, or more ordered sets of descriptive phrases. Prices. Wieecha '717, 8:24-53. |
|              | (ii) a plurality of visually perceptible elements<br>derived from the retrieved pre-stored data and<br>visually corresponding to the source page. | An employee 17 preferably accesses one or more electronic catalogs     4 stored on a shadow catalog server 22, accessed via a local area     network 20 preferably by means of a employee workstation 18. These     catalogs contain only those items for which a price has been negotiated     between the enterprise and a particular supplier, so the verification by the     enterprise's Purchasing department described above is obviated.  |
|              |   | 2. The employee selects items from the catalogs preferably with a mouse or similar device. Catalog items may be displayed with pictures, descriptions and other information in a fashion similar to a paper catalog. Where similar items are available, a "Compare" icon can be selected on the screen, causing the items to be listed side by side, with differences highlighted. Items can be located by searching down the taxonomy tree of the catalog (much as one searches through a paper catalog by finding the appropriate general section and then looking for a particular item), or   |

| Claim<br>No. | Claim Language of U.S. Patent No. 7,818,399 | Relevant Disclosure in U.S. Patent No. 5,870,717 to Wiecha ("Wiecha '717")  |
|--------------|---|---|
|              |   | by entering a search word or phrase.  |
|              |   | Wiecha '717, 3:10-28.   |
|              |   | Content management tools to receive, process, and manage images 208 and text 212 from content providers 200 for the creation of an EPS (Electronic Purchasing Service) master catalog. An overview of this process is shown in FIG. 8, numeral and Text 212 from content provides 200 are first converted through conversion units 210, 214 also, including conversion units, 218 and 222 from third party converters 202, the graphics and text are then and combined with content from independent image providers 220 to create catalogs 216 and 224 constituting third party catalogs 204 which are then combined at an EPS catalog stage 206 to form EPS (Electronic Purchasing Service) catalog 226 and distributed to buyers 230 via EPS subscription 228; |
|              |   | These enable EPS Operations to create and manage catalog information in the merchandise database such as the price, description and visual representation of each item  |
|              |   | FotoFarm  This collection of utilities may be used to convert text and images from the content providers 200, 250 and 280. The workflows of these two activities are shown schematically in FIGS. 9, 10, numerals 26, 28. Supported functions may include:  |
|              |   | Receive, store, and archive source images 282 and text files 252 and 282.  First-level validity check of source media 254, 284 and 286.  Assign EPS unique filename and update the index files 258, 284.  Create master catalog's subchapters and folders, and populate them with the relevant contents 260, 292.   |
|              |   | Trigger down-stream re-creation or subscription catalogs (see below) when EPS catalog updates occur 260, 292. Process images received from content providers in batch model 256. Delta cropping of image by specifying new crop coordinates 288.  |
|              |   | Deta cropping of image by specifying new crop coordinates 255.  |

| Claim<br>No. | Claim Language of U.S. Patent No. 7,818,399   | Relevant Disclosure in U.S. Patent No. 5.870,717 to Wiecha ("Wiecha "717")  |
|--------------|---|---|
|              |   | Generate multiple resolution versions of images   |
|              |   | Wiecha *717, 5:34 – 6:25.   |
|              |   | See also, Figs. 6-10.   |
| 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.   | It is inherent that the visually perceptible elements include a set of navigational links on the source page (internal corporate website), since the corporation is hosting electronic catalogs from the content providers.  It may be noted that neither of the above approaches is a complete solution to the problem addressed by the disclosed invention, which is to allow end-users within a corporation to order necessary items as if they were |
|              |   | consumers ordering items for their own use and at their own expense, but to have such orders then flow through the enterprise's normal business controls before being submitted to the supplier. The disclosed invention also goes beyond these solutions in allowing the catalog an end-user sees to be sub-setted and otherwise modified from the supplier's general catalog  |
|              |   | Wiecha '717, 37-46.   |
| 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 | Recall that the Client Environment (FIG. 7) comprises two principal components:  1. An electronic catalog in a format that can be browsed, searched and ordered from, by a corporate employee with no training in Purchasing procedures;  2. Software that controls the flow of a purchase order through an enterprise's procurement procedures   |
|              | wer pages, each pertaining to a subset of the offerings in the catalog.   | Browse Product Images, Text and Prices  Able to page forward or backward.  Quick return to top menu page from any part of the catalog.  Quick return to the table of contents from any part of the catalog.  Display previous page at top of screen, with links to navigation log.  Images are displayed in .BMP format.  Two separate image files are kept for OS/2 and Windows. See also  |

| Claim<br>No.  | Claim Language of U.S. Patent No. 7.818.399  | Relayant Disclosure in U.S. Patent No. 5,870,717 to Wiecha ("Wiecha '717")   |
|---|--|--|
|   |  | "FotoFarm" supra. Text the Browser may select zero, one, or more ordered sets of descriptive phrases. Prices.  |
| Select Product Based on Single Keyword.  Based on index search.  Index search is launched with user's action on an i magnifying glass.  Search by product type or manufacturer's name.  Copy to clipboard for further processing. |  | Based on index search.  Index search is launched with user's action on an icon represented by a magnifying glass.  Search by product type or manufacturer's name.  |
|   |  | Wiecha '717, 7:59 - 8:60.  |
| 19  | A system useful in an outsource provider serving web pages offering commercial opportunities, the system comprising: | 1. An employee 17 preferably accesses one or more electronic catalogs 24 stored on a shadow catalog server 22, accessed via a local area network 20 preferably by means of a employee workstation 18. These catalogs contain only those items for which a price has been negotiated between the enterprise and a particular supplier, so the verification by the enterprise's Purchasing department described above is obviated.  2. The employee selects items from the catalogs preferably with a mouse or similar device. Catalog items may be displayed with pictures, descriptions and other information in a fashion similar to a paper catalog. Where similar items are available, a "Compare" icon can be selected on the screen, causing the items to be listed side by side, with differences highlighted. Items can be located by searching down the taxonomy tree of the catalog (much as one searches through a paper catalog by finding the appropriate general section and then looking for a particular item), or by entering a search word or phrase. |
|   |  | Wiecha '717, 3:10-28.  |
|   |  | The client environment is shown in the lower segment of FIG. 6, defined by shadow server 106 which maintains a customized copy of the master catalog for distribution to local clients 102 and 104. Purchase orders are  |

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| Claim<br>No. | Claim Language of U.S. Patent No. 7,818,399   | Relevant Disclosure in U.S. Patent No. 5,870,717 to Wiecha ("Wiecha "717")   |
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|              |   | received by a Local buyer master server 86 from a data pathway connecting remote shadow LAN 108 with local buyer master LAN 88. The Buyer Master Server also performs the server function in the following capacities; order processing from buyer clients 90, approval and call back. The Buyer Master Server communicates with the operations environment of the enterprise through a 56Kb switched or leased TCP/IP line 107. |
|              |   | Wiecha '717, 4:14-25.  |
|              |   | See also, Figs. 3-4, 6, 1:57 – 2:19.   |
| 19(a)        | a computer store containing data, for each of a<br>plurality of first web pages, defining a plurality of<br>visually perceptible elements, which visually | This aspect of the invention preferably comprises (see FIG. 7) three major components:   |
|              | visually perceptible elements correspond to the plurality of first web pages;   | Catalog creation and maintenance tools (shown at the top of Fig. 7).     Catalog creation is defined by item 122, the SELLER AND PROVIDER ENVIRONMENT consisting of EDI MAIL BOX 122, CONTENT PROVIDER 124, and CD's & Diskettes 126.  |
|              |   | Catalog maintenance is defined by item 27, CATALOG MAINTENANCE ENVIRONMENT, which includes item 128, CATALOG MAINTENANCE CLIENTS which receives inputs from CDS & Diskettes 126 and additions and changes concerning catalog entries & update, pricing updates, and subscriptions from CAT FILE SERVERS 140.   |
|              |   | Catalog browsing and purchasing software (the client environment<br>shown in the lower segment of FIG. 7); and   |
|              |   | Networking software and services (the Operations environment shown in the middle segment of FIG. 7) defined by OPERATIONS ENVIRONMENT 125.   |
|              |   | Wiecha *717, 5:10-28.  |

| Claim         | Claim Language of U.S. Patent No. 7,818,399 | Relevant Disclosure in U.S. Patent No. 5.870,717 to Wiecha ("Wiecha "717")  |
|---------------|---|---|
| Claim:<br>No. | Claim Language of U.S. Patent No. 7.418.399 | Content management tools to receive; process, and manage images 208 and text 212 from content providers 200 for the creation of an EPS (Electronic Purchasing Service) master catalog. An overview of this process is shown in FIG. 8, numeral and Text 212 from content provides 200 are first converted through conversion units 210, 214 also, including conversion units, 218 and 222 from third party converters 202, the graphics and text are then and combined with content from independent image providers 220 to create catalogs 216 and 224 constituting third party catalogs 204 which are then combined at an EPS catalog stage 206 to form EPS (Electronic Purchasing Service) catalog 226 and distributed to buyers 230 via EPS subscription 228;  These enable EPS Operations to create and manage catalog information in the merchandise database such as the price, description and visual representation of each item  FotoFarm  This collection of utilities may be used to convert text and images from the content providers 200, 250 and 280. The workflows of these two activities are shown schematically in FIGS. 9, 10, numerals 26, 28. Supported functions may include:  Receive, store, and archive source images 282 and text files 252 and 282. First-level validity check of source media 254, 284 and 286. Assign EPS unique filename and update the index files 258, 284. |
|               |   | Create master catalog's subchapters and folders, and populate them with the relevant contents 260, 292.  Trigger down-stream re-creation or subscription catalogs (see below) when EPS catalog updates occur 260, 292.  Process images received from content providers in batch model 256.  Delta cropping of image by specifying new crop coordinates 288.   |
|               |   | Generate multiple resolution versions of images   |
|               |   | Wiecha '717, 5:34 – 6:25.   |

| Claim<br>No. | Claim Language of U.S. Patent No. 7,818,399        | Relevant Disclosure in U.S. Patent No. 5.870,717 to Wiecha ("Wiecha "717")  |  |
|--------------|--|---|--|
|              |  | See also, Figs. 6-8.  |  |
|              | (i) wherein each of the first web pages belongs to | The various content providers and their electronic catalogs represent the plurality of wel  |  |
|              | one of a plurality of web page owners;             | page owners.  |  |
|              |  | An employee 17 preferably accesses one or more electronic catalogs     4 stored on a shadow catalog server 22, accessed via a local area     network 20 preferably by means of a employee workstation 18. These     catalogs contain only those items for which a price has been negotiated     between the enterprise and a particular supplier, so the verification by the     enterprise's Purchasing department described above is obviated.  |  |
|              |  | The employee selects items from the catalogs preferably with a mouse or similar device. Catalog items may be displayed with pictures, descriptions and other information in a fashion similar to a paper catalog.   |  |
|              |  | Wiecha '717, 3:10-21.   |  |
|              |  | Content management tools to receive, process, and manage images 208 and text 212 from content providers 200 for the creation of an EPS (Electronic Purchasing Service) master catalog. An overview of this process is shown in FIG. 8, numeral and Text 212 from content provides 200 are first converted through conversion units 210, 214 also, including conversion units, 218 and 222 from third party converters 202, the graphics and text are then and combined with content from independent image providers 220 to create catalogs 216 and 224 constituting third party catalogs 204 which are then combined at an EPS catalog stage 206 to form EPS (Electronic Purchasing Service) catalog 226 and distributed to buyers 230 via EPS subscription 228; |  |
|              |  | These enable EPS Operations to create and manage catalog information in the merchandise database such as the price, description and visual representation of each item.   |  |
|              |  | Distribution management tools to receive vendors' price and catalog updates, as well as propogate the changes to the customers' Buyer Master  |  |

| Claim<br>No. | Claim Language of U.S. Patent No. 7.818,399  | Relevant Disclosure in U.S. Patent No. 5,870,717 to Wiecha ("Wiecha "717")   |  |
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|              |  | servers.   |  |
|              |  | Wiecha '717, 5:34-53.  |  |
|              |  | See also, Figs. 7-8.   |  |
|              | (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 | 1. An employee 17 preferably accesses one or more electronic catalogs 24 stored on a shadow catalog server 22, accessed via a local area network 20 preferably by means of a employee workstation 18. These catalogs contain only those items for which a price has been negotiated between the enterprise and a particular supplier, so the verification by the enterprise's Purchasing department described above is obviated.   |  |
|              |  | 2. The employee selects items from the catalogs preferably with a mouse or similar device. Catalog items may be displayed with pictures, descriptions and other information in a fashion similar to a paper catalog. Where similar items are available, a "Compare" icon can be selected on the screen, causing the items to be listed side by side, with differences highlighted. Items can be located by searching down the taxonomy tree of the catalog (much as one searches through a paper catalog by finding the appropriate general section and then looking for a particular item), or by entering a search word or phrase. |  |
|              |  | Wiecha '717, 3:10-28.  |  |
|              |  | Details of the Client Environment 123     Comprised of a Shadow Server 150 consisting of Browser Dynamic link libraries DLLs 152. The Browser DLLs receive catalog data from the Order Processing Server 154 and in turn output the Browser DLLs and customized catalogs, during a client browse session to a buyer (client) 156.  |  |
|              |  | Wiecha '717, 4:64 – 5:3.   |  |
|              |  | Order Manager and Catalog Browser<br>This function runs on the end-user's personal computer, although the  |  |

| Claim<br>No. | Claim Language of U.S. Patent No. 7,818,399  | Relevant Disclosure in U.S. Patent No. 5,870,717 to Wiecha (*Wiecha *717*)  |
|--------------|--|---|
| No           |  | code would normally reside on disk storage in a catalog shadow server machine. It provides the following main function to an employee using the system: Catalog Browser  Browse Product Images, Text and Prices  Able to page forward and backward.  Quick return to top menu page from any part of the catalog.  Quick return to top menu page from any part of the catalog.  Display previous page at top of screen, with links to navigation log.  Images are displayed in .BMP format.  Two separate image files are kept for OS/2 and Windows. See also "FotoFarm," supra.  Text the Browser may select zero, one, or more ordered sets of descriptive phrases.  Prices. |
|              |  | Wiecha '717, 8:24-53.  See also, Figs. 3, 6.  |
|              | (iii) wherein the selected merchant, the outsource<br>provider, and the owner of the first web page<br>displaying the associated link are each third<br>parties with respect to one other; | In Wiecha '717, the content providers represent the merchant, the outsource provider controls the catalog maintenance environment, and the owner of the first web page is corporation (client environment).   |
|              | r  | This aspect of the invention preferably comprises (see FIG. 7) three major components:  |
|              |  | <ol> <li>Catalog creation and maintenance tools (shown at the top of Fig. 7).</li> <li>Catalog creation is defined by item 122, the SELLER AND PROVIDER<br/>ENVIRONMENT consisting of EDI MAIL BOX 122, CONTENT<br/>PROVIDER 124, and CD's &amp; Diskettes 126.</li> </ol>  |
|              |  | Catalog maintenance is defined by item 27, CATALOG MAINTENANCE ENVIRONMENT, which includes item 128, CATALOG MAINTENANCE CLIENTS which receives inputs from CDS & Diskettes 126 and additions and changes concerning catalog  |

| Claim<br>No. | Claim Language of U.S. Patent No. 7,818,399  | Relevant Disclosure in U.S. Patent No. 5,870,717 to Wiecha ("Wiecha '717")  |
|--------------|--|---|
|              |  | entries & update, pricing updates, and subscriptions from CAT FILE<br>SERVERS 140.  |
|              |  | Catalog browsing and purchasing software (the client environment<br>shown in the lower segment of FIG. 7); and  |
|              |  | Networking software and services (the Operations environment shown in the middle segment of FIG. 7) defined by OPERATIONS ENVIRONMENT 125.  |
|              |  | Wiecha '717, 5:10-28.   |
|              |  | See also, Figs. 7-8.  |
| 19(b)        | a computer server at the outsource provider,<br>which computer server is coupled to the computer<br>store and programmed to: | Details of the Client Environment 123     Comprised of a Shadow Server 150 consisting of Browser Dynamic link libraries DLLs 152. The Browser DLLs receive catalog data from the Order Processing Server 154 and in turn output the Browser DLLs and customized catalogs, during a client browse session to a buyer (client) 156. |
|              |  | The Order Processing Server receives inputs from four separate sources; (1) Buyers (clients) 156 (2) the Approval Server 158 (3) the CallBack Server 160 which services the transfer of files to and from legacy systems 164 and (4) the File Mover Server 148, which is part of the Operations Environment.                      |
|              |  | This aspect of the invention preferably comprises (see FIG. 7) three major components:  |
|              |  | Catalog creation and maintenance tools (shown at the top of Fig. 7).     Catalog creation is defined by item 122, the SELLER AND PROVIDER ENVIRONMENT consisting of EDI MAIL BOX 122, CONTENT PROVIDER 124, and CD's & Diskettes 126.   |
|              |  | Catalog maintenance is defined by item 27, CATALOG  |

| Claim<br>No | Claim Language of U.S. Patent No. 7,818,399   | Relevant Disclosure in U.S. Patest No. 5.870,717 to Wiecha ("Wiecha '717")  |
|-------------|---|---|
| No.         |   | MAINTENANCE ENVIRONMENT, which includes item 128, CATALOG MAINTENANCE CLIENTS which receives inputs from CDS & Diskettes 126 and additions and changes concerning catalog entries & update, pricing updates, and subscriptions from CAT FILE SERVERS 140.  2. Catalog browsing and purchasing software (the client environment shown in the lower segment of FIG. 7); and  3. Networking software and services (the Operations environment shown in the middle segment of FIG. 7) defined by OPERATIONS ENVIRONMENT 125.  Wiecha '717, 4:64 – 5:28.  See also, Figs. 6-8.   |
|             | (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; | 1. An employee 17 preferably accesses one or more electronic catalogs 24 stored on a shadow catalog server 22, accessed via a local area network 20 preferably by means of a employee workstation 18. These catalogs contain only those items for which a price has been negotiated between the enterprise and a particular supplier, so the verification by the enterprise's Purchasing department described above is obviated.  2. The employee selects items from the catalogs preferably with a mouse or similar device. Catalog items may be displayed with pictures, descriptions and other information in a fashion similar to a paper catalog. Where similar items are available, a "Compare" icon can be selected on the screen, causing the items to be listed side by side, with differences highlighted. Items can be located by searching down the taxonomy tree of the catalog (much as one searches through a paper catalog by finding the appropriate general section and then looking for a particular item), or by entering a search word or phrase.  Wiecha '717, 3:10-28. |
|             |   | Wiecha '717, 3:10-28.   |

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|-------|---|--|
| Na    | Chaim Language of U.S. Patent No. 7.818.399 | Relevant Disclosure in U.S. Patent No. 5,870,717 to Wiecha ("Wiecha "717")   |
|       |   | Details of the Client Environment 123     Comprised of a Shadow Server 150 consisting of Browser Dynamic link libraries DLLs 152. The Browser DLLs receive catalog data from the Order Processing Server 154 and in turn output the Browser DLLs and customized catalogs, during a client browse session to a buyer (client) 156.  |
|       |   | Wiecha '717, 4:64 – 5:3.   |
|       |   | Order Manager and Catalog Browser This function runs on the end-user's personal computer, aithough the code would normally reside on disk storage in a catalog shadow server machine. It provides the following main function to an employee using the system:  Catalog Browser Browse Product Images, Text and Prices Able to page forward and backward. Quick return to top menu page from any part of the catalog. Quick return to the table of contents from any part of the catalog. Display previous page at top of screen, with links to navigation log. Images are displayed in .BMP format. Two separate image files are kept for OS/2 and Windows. See also "FotoFarm," supra. Text the Browser may select zero, one, or more ordered sets of descriptive phrases. Prices. |
|       |   | Wiecha '717, 8:24-53.  |
|       |   | Content management tools to receive, process, and manage images 208 and text 212 from content providers 200 for the creation of an EPS (Electronic Purchasing Service) master catalog. An overview of this process is shown in FIG. 8, numeral and Text 212 from content provides 200 are first converted through conversion units 210, 214 also, including conversion units, 218 and 222 from third party converters 202, the   |

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| Claim<br>No. | Claim Language of U.S. Patent No. 7,818,399   | Relevant Disclusure in U.S. Patent No. 5,870,717 to Wiecha ("Wiecha ("H7")  |
|--------------|---|---|
|              |   | graphics and text are then and combined with content from independent image providers 220 to create catalogs 216 and 224 constituting third party catalogs 204 which are then combined at an EPS catalog stage 206 to form EPS (Electronic Purchasing Service) catalog 226 and distributed to buyers 230 via EPS subscription 228;  |
|              |   | These enable EPS Operations to create and manage catalog information in the merchandise database such as the price, description and visual representation of each item  |
|              |   | FotoFarm This collection of utilities may be used to convert text and images from the content providers 200, 250 and 280. The workflows of these two activities are shown schematically in FIGS. 9, 10, numerals 26, 28.  Supported functions may include:  |
|              |   | Receive, store, and archive source images 282 and text files 252 and 282.  First-level validity check of source media 254, 284 and 286.  Assign EPS unique filename and update the index files 258, 284.  Create master catalog's subchapters and folders, and populate them with the relevant contents 260, 292.  Trigger down-stream re-creation or subscription catalogs (see below) when EPS catalog updates occur 260, 292.  Process images received from content providers in batch model 256.  Delta cropping of image by specifying new crop coordinates 288. |
|              |   | Generate multiple resolution versions of images  Wiecha '717, 5:34 – 6:25.  |
|              |   | See also, Figs. 6-10.   |
|              | (ii) automatically identify as the source page the<br>one of the first web pages on which the link has<br>been activated; | An employee 17 preferably accesses one or more electronic catalogs     4 stored on a shadow catalog server 22, accessed via a local area     network 20 preferably by means of a employee workstation 18. These     catalogs contain only those items for which a price has been negotiated     between the enterprise and a particular supplier, so the verification by the  |

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| Claim<br>No. | Claim Language of U.S. Patent No. 7,818,399  | Relevant Disclosure in U.S. Patent No. 5,870,717 to Wiecha ("Wiecha '717")   |
|--------------|--|--|
|              |  | enterprise's Purchasing department described above is obviated.  |
|              |  | 2. The employee selects items from the catalogs preferably with a mouse or similar device. Catalog items may be displayed with pictures, descriptions and other information in a fashion similar to a paper catalog. Where similar items are available, a "Compare" icon can be selected on the screen, causing the items to be listed side by side, with differences highlighted. Items can be located by searching down the taxonomy tree of the catalog (much as one searches through a paper catalog by finding the appropriate general section and then looking for a particular item), or by entering a search word or phrase. |
|              |  | Wiecha '717, 3:10-28.  |
|              |  | Details of the Client Environment 123     Comprised of a Shadow Server 150 consisting of Browser Dynamic link libraries DLLs 152. The Browser DLLs receive catalog data from the Order Processing Server 154 and in turn output the Browser DLLs and customized catalogs, during a client browse session to a buyer (client) 156.  |
|              |  | Wiecha '717, 4:64 – 5:3.   |
|              | (iii) in response to identification of the source<br>page, automatically retrieve the stored data<br>corresponding to the source page; and | An employee 17 preferably accesses one or more electronic catalogs     4 stored on a shadow catalog server 22, accessed via a local area     network 20 preferably by means of a employee workstation 18. These     catalogs contain only those items for which a price has been negotiated     between the enterprise and a particular supplier, so the verification by the     enterprise's Purchasing department described above is obviated.   |
|              |  | Wiecha '717, 3:10-17.  |
|              |  | Order Manager and Catalog Browser<br>This function runs on the end-user's personal computer, although the code<br>would normally reside on disk storage in a catalog shadow server   |
|              |  | - 25 -   |

| Claim<br>No. | Claim Language of U.S. Patent No. 7,818,399 | Relevant Disclosure in U.S. Patent No. 5,870,717 to Wiecha ("Wiecha '717")  |
|--------------|---|---|
|              |   | machine. It provides the following main function to an employee using the system:  Catalog Browser  Browse Product Images, Text and Prices  Able to page forward and backward.  Quick return to top menu page from any part of the catalog.  Quick return to the table of contents from any part of the catalog.  Display previous page at top of screen, with links to navigation log.  Images are displayed in .BMP format.  Two separate image files are kept for OS/2 and Windows. See also "FotoFarm," supra.  Text the Browser may select zero, one, or more ordered sets of descriptive phrases.  Prices.  |
|              |   | Wiecha *717, 8:24-53.   |
|              |   | Content management tools to receive, process, and manage images 208 and text 212 from content providers 200 for the creation of an EPS (Electronic Purchasing Service) master catalog. An overview of this process is shown in FIG. 8, numeral and Text 212 from content provides 200 are first converted through conversion units 210, 214 also, including conversion units, 218 and 222 from third party converters 202, the graphics and text are then and combined with content from independent image providers 220 to create catalogs 216 and 224 constituting third party catalogs 204 which are then combined at an EPS catalog stage 206 to form EPS (Electronic Purchasing Service) catalog 226 and distributed to buyers 230 via EPS subscription 228; |
|              |   | These enable EPS Operations to create and manage catalog information in<br>the merchandise database such as the price, description and visual<br>representation of each item  |
|              |   | FotoFarm This collection of utilities may be used to convert text and images from   |

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| Claim<br>No. | Claim Language of U.S. Patent No. 7.818.399  | Relevant Disclosure in U.S. Patent No. 5,870,717 to Wiccha ("Wiccha ("Ti?")  |
|--------------|--|--|
|              |  | the content providers 200, 250 and 280. The workflows of these two activities are shown schematically in FIGS. 9, 10, numerals 26, 28. Supported functions may include:  |
|              |  | Receive, store, and archive source images 282 and text files 252 and 282.  First-level validity check of source media 254, 284 and 286.  Assign EPS unique filename and update the index files 258, 284.  Create master catalog's subchapters and folders, and populate them with the relevant contents 260, 292.  Trigger down-stream re-creation or subscription catalogs (see below) when EPS catalog updates occur 260, 292.  Process images received from content providers in batch model 256.  Delta cropping of image by specifying new crop coordinates 288.  Generate multiple resolution versions of images               |
|              |  | Wiecha '717, 5:34 – 6:25.  |
|              | (iv) using the data retrieved, automatically generate and transmit to the web browser a second web page that displays: | See also, Figs. 7-8.  1. An employee 17 preferably accesses one or more electronic catalogs 24 stored on a shadow catalog server 22, accessed via a local area network 20 preferably by means of a employee workstation 18. These catalogs contain only those items for which a price has been negotiated between the enterprise and a particular supplier, so the verification by the enterprise's Purchasing department described above is obviated.   |
|              |  | 2. The employee selects items from the catalogs preferably with a mouse or similar device. Catalog items may be displayed with pictures, descriptions and other information in a fashion similar to a paper catalog. Where similar items are available, a "Compare" icon can be selected on the screen, causing the items to be listed side by side, with differences highlighted. Items can be located by searching down the taxonomy tree of the catalog (much as one searches through a paper catalog by finding the appropriate general section and then looking for a particular item), or by entering a search word or phrase. |
|              |  | -77 -  |

| Claim<br>No. | Claim Language of U.S. Patent No. 7,818,399   | Relevant Disclosure in U.S. Patent No. 5,870,717 to Wiecha (*Wiecha *717*)  |
|--------------|---|---|
|              |   | Wiecha '717, 3:10-28.  1. Details of the Client Environment 123 Comprised of a Shadow Server 150 consisting of Browser Dynamic link libraries DLLs 152. The Browser DLLs receive catalog data from the Order Processing Server 154 and in turn output the Browser DLLs and customized catalogs, during a client browse session to a buyer (client) 156.   |
|              |   | Wiecha '717, 4:64 – 5:3.  Order Manager and Catalog Browser This function runs on the end-user's personal computer, although the code would normally reside on disk storage in a catalog shadow server machine. It provides the following main function to an employee using the system:  Catalog Browser Browse Product Images, Text and Prices Able to page forward and backward. Quick return to top menu page from any part of the catalog. Quick return to the table of contents from any part of the catalog. Display previous page at top of screen, with links to navigation log. Images are displayed in BMP format. Two separate image files are kept for OS/2 and Windows. See also "FotoFarm," supra. Text the Browser may select zero, one, or more ordered sets of descriptive phrases. Prices. |
|              | (A) information associated with the commerce object associated with the link that has been activated, and | Wiecha '717, 8:24-53.  1. An employee 17 preferably accesses one or more electronic catalogs 24 stored on a shadow catalog server 22, accessed via a local area network 20 preferably by means of a employee workstation 18. These catalogs contain only those items for which a price has been negotiated between the  |

| Claim |   |  |
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| No.   | Claim Language of U.S. Patent No. 7,818,399 | Relevant Disclosure in U.S. Patent No. 5,870,717 to Wiecha ("Wiecha '717")   |
|       |   | enterprise and a particular supplier, so the verification by the enterprise's<br>Purchasing department described above is obviated.  |
|       |   | 2. The employee selects items from the catalogs preferably with a mouse or similar device. Catalog items may be displayed with pictures, descriptions and other information in a fashion similar to a paper catalog. Where similar items are available, a "Compare" icon can be selected on the screen, causing the items to be listed side by side, with differences highlighted. Items can be located by searching down the taxonomy tree of the catalog (much as one searches through a paper catalog by finding the appropriate general section and then looking for a particular item), or by entering a search word or phrase. |
|       |   | Wiecha '717, 3:10-28.  |
|       |   | Details of the Client Environment 123     Comprised of a Shadow Server 150 consisting of Browser Dynamic link libraries DLLs 152. The Browser DLLs receive catalog data from the Order Processing Server 154 and in turn output the Browser DLLs and customized catalogs, during a client browse session to a buyer (client) 156.  |
|       |   | Wiecha *717, 4:64 – 5:3.   |
|       |   | Order Manager and Catalog Browser  This function runs on the end-user's personal computer, although the code would normally reside on disk storage in a catalog shadow server machine. It provides the following main function to an employee using the system:  |
|       |   | Catalog Browser  Browse Product Images, Text and Prices  Able to page forward and backward.  Quick return to top menu page from any part of the catalog.  Quick return to the table of contents from any part of the catalog.  |
|       |   | Display previous page at top of screen, with links to navigation log.  |

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| · venue      |   |   |
|--------------|---|---|
| Claim<br>No. | Claim Language of U.S. Patent No. 7,818,399   | Relevant Disclosure in U.S. Patent No. 5,870,717 to Wiecha ("Wiecha "717")  |
|              |   | Images are displayed in BMP format.  Two separate image files are kept for OS/2 and Windows. See also  "FotoFarm," supra.  Text the Browser may select zero, one, or more ordered sets of descriptive phrases.  Prices.  Wiecha '717, 8:24-53.  |
|              | (B) the plurality of visually perceptible elements visually corresponding to the source page. | 1. An employee 17 preferably accesses one or more electronic catalogs 24 stored on a shadow catalog server 22, accessed via a local area network 20 preferably by means of a employee workstation 18. These catalogs contain only those items for which a price has been negotiated between the enterprise and a particular supplier, so the verification by the enterprise's Purchasing department described above is obviated.  2. The employee selects items from the catalogs preferably with a mouse or similar device. Catalog items may be displayed with pictures, descriptions and other information in a fashion similar to a paper catalog. Where similar items are available, a "Compare" icon can be selected on the screen, causing the items to be listed side by side, with differences highlighted. Items can be located by searching down the taxonomy tree of the catalog (much as one searches through a paper catalog by finding the appropriate general section and then looking for a particular item), or by entering a search word or phrase.  Wiecha '717, 3:10-28. |
|              |   | Content management tools to receive, process, and manage images 208 and text 212 from content providers 200 for the creation of an EPS (Electronic Purchasing Service) master catalog. An overview of this process is shown in FIG. 8, numeral and Text 212 from content provides 200 are first converted through conversion units 210, 214 also, including conversion units, 218 and 222 from third party converters 202, the graphics and text are then and combined with content from independent  |

| Claim<br>No. | Claim Language of U.S. Patent No. 7.818,399 | Relevant Disclosure in U.S. Patent No. 5,870,717 to Wiecha ("Wiecha '717")  |
|--------------|---|---|
|              |   | image providers 220 to create catalogs 216 and 224 constituting third<br>party catalogs 204 which are then combined at an EPS catalog stage 206<br>to form EPS (Electronic Purchasing Service) catalog 226 and distributed<br>to buyers 230 via EPS subscription 228;   |
|              |   | These enable EPS Operations to create and manage catalog information in the merchandise database such as the price, description and visual representation of each item  |
|              |   | FotoFarm This collection of utilities may be used to convert text and images from the content providers 200, 250 and 280. The workflows of these two activities are shown schematically in FIGS. 9, 10, numerals 26, 28. Supported functions may include:   |
|              |   | Receive, store, and archive source images 282 and text files 252 and 282.<br>First-level validity check of source media 254, 284 and 286.<br>Assign EPS unique filename and update the index files 258, 284.<br>Create master catalog's subchapters and folders, and populate them with the relevant contents 260, 292. |
|              |   | Trigger down-stream re-creation or subscription catalogs (see below) when EPS catalog updates occur 260, 292.  Process images received from content providers in batch model 256.  Delta cropping of image by specifying new crop coordinates 288.  Generate multiple resolution versions of images                     |
|              |   | Wiecha *717, 5:34 - 6:25.   |
|              |   | See also, Figs. 6-10.   |

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#### Invalidity Contentions for U.S. Patent No. 7,818,399 Travelocity/Yahoo! 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/Yahoo! Prior Art anticipates and/or renders obvious, alone or in combination with other prior art identified in Defendants' Amended Invalidity Contentions, the asserted claims as described in part below.

| Claim<br>No. | Claim Language of U.S. Patent No. 7,818,399   | Relevant Disclosure in the Travelocity/Yahoo! Prior Art  |
|--------------|---|--|
| 1            | A method of an outsource provider serving web pages offering commercial opportunities, the method comprising: | The Travelocity/Yahoo! Prior Art discloses a method of an outsource provider serving web pages offering commercial opportunities.  |
|              | are incured comprising.   | The SABRE Interactive ( <u>now Travelocity</u> ) 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.   |
|              |   | "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.travelocitv.com (the 'Travelocity Site). C. Yahool and SI wish to provide Yahool users with travel booking services by distributing SI's booking engine on the Yahool Site and to advertise and promote SI's interactive Interuet 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. |
|              |   | "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! Trave! Page."  Yahoo! Trave! Booking Engine - High Level Requirements, July 14, 1997, last  |

#### Invalidity Contentions for U.S. Patent No. 7,818,399 Travelocity/Yahoo! Prior Art

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| Claim<br>No. | Claim Language of U.S. Patent No. 7,818,399  | Relevant Disclosure in the Travelocity/Yahoo! Prior Art   |  |  |
|--------------|--|---|--|--|
|              |  | modified on February 18, 1998. See DFNDT000413-422.   |  |  |
| I(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, comparing as the source page the one of the first web pages on which the link has been activated; | The Travelocity/Yahoo! Prior Art 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.  "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."  Travel Services Advertising and Promotion Agreement, June 30, 1997. See DFNDT000388-412.  "2 User Interface and Site Functionality The following functionality will remain available to the Yahoo! booking engine 3 Best fineraries - Flights & Prices - Cars - Hotels - Existing Reservations - Make Changes including Buy Now - Profile - Login  ***  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 (fffqst.pgd, fprqst.pgd, hrqst.pgd, and crrqst.pgd)."  Yahoo! Travel Booking Engine - Scope Definition, last modified on 8/1/1997. See DFNDT000413-422.  "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 |  |  |

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| Claim<br>No. | Claim Language of U.S. Patent No. 7,818,399 | Relevant Disclosure in the Travelocity/Yahoo! Prior Art   |
|--------------|---|---|
|              |   | 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 DFNDT000423-428.                   |
|              |   | "Travelocity URL's and URL parameter names will be provided to Yahoo! three weeks after start of development.                                     |
|              |   | ***   |
|              |   | 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<br>- Number of travelers  |
|              |   |   |
|              |   | - Type of car The Yahoo! travel page will include a cars 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"  |

Invalidity Contentions for U.S. Patent No. 7,818,399 Travelocity/Yahoo! Prior Art

| Claim<br>No. | Claim Language of U.S. Patent No. 7,818,399  | Relevant Disclosure in the Travelocity/Yahoo! Prior Art   |
|--------------|--|---|
|              |  | Yahoo! Travel Booking Engine - Scope Definition, last modified on 8/1/1997. See DFNDT000413 422.  |
|              | (i) wherein each of the first web pages belongs<br>to one of a plurality of web page owners;   | The Travelocity/Yahoo! Prior Art discloses that each of the first web pages belongs to one of a plurality of web page owners.  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. |
|              |  | (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]  |
|              |  | (Travelocity's Definitions and Guidelines for "Look and Feel"); [DFNDT0000345-346]  |
|              |  | (US Airways Internet Reservation System Phase 1: Travelocity Private Label); [DFNDT0000340-344]   |
|              |  | (Rider to Information Technology Services Agreement between US Airways and The SABRE Group, Inc.); [DFNDT0000329-339]   |
|              |  | (Basic Booking Engine for Travel Online Italia - Scope Definition, April 29, 1997); [DFNDT0000325-328]  |
|              |  | (Private Label for Travel Online Italia - Scope Definition); [DFNDT0000315-324]   |
|              | (ii) wherein each of the first web pages displays<br>at least one active link associated with a<br>commerce object associated with a buying<br>opportunity of a selected one of a plurality of | The Travelocity/Yahoo! Prior Art discloses that each of the first web pages displays a least one active link associated with a commerce object associated with a buying opportunity of a selected one of a plurality of merchants.  |

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#### Invalidity Contentions for U.S. Patent No. 7,818,399 Travelocity/Yahoo! Prior Art

| Claim<br>No. | Claim Language of U.S. Patent No. 7,818,399 | Relevant Disciosure in the Travelocity/Yahoo! Prior Art   |
|--------------|---|---|
|              | merchants; and                              | "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." Travel Services Advertising and Promotion Agreement, June 30, 1997. See DFNDT000388-412. |
|              |   | "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 - Profile  |
|              |   | - Login   |
|              |   | 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, httqst.pgd, and crrqst.pgd)." Yahoo! Travel Booking Engine - Scope Definition, last modified on 8/1/1997. See DFNDT000423-428.  |
|              |   | "2.1 Yahoo! Travel Page. Yahoo! shall provide a prominent hypertink on the Yahoo! Travel Page to the Co-Branded Pages described in Section 2.2. Such hypertink 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.   |

#### Invalidity Contentions for U.S. Patent No. 7,818,399 Travelocity/Yahoo! Prior Art

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| Claim<br>No. | Claim Language of U.S. Patent No. 7,818,399   | Relevant Disclosure in the Travelocity/Yahoo! Prior Art   |  |  |  |  |
|--------------|---|---|--|--|--|--|
|              |   | "Travelocity URL's and URL parameter names will be provided to Yahoo! three weeks after start of development.   |  |  |  |  |
|              |   | 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<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:  - 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 (emphasis added). See DFNDT000423-428.   |  |  |  |  |
|              | (iii) wherein the selected merchant, the<br>outsource provider, and the owner of the first<br>web page are each third parties with respect to<br>one other; | 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.  |  |  |  |  |
|              |   | 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.  |  |  |  |  |
|              |   | "2 User Interface and Site Functionality  |  |  |  |  |

| Claim<br>No. | Claim Language of U.S. Patent No. 7.818,399 | Relevant Disclosure in the Travelocity/Yahoo! Prior Art   |
|--------------|---|---|
|              |   | 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 - Profile - Login   |
|              |   | ***   |
|              |   | 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, httqst.pgd, and crrqst.pgd)."  Yahoo! Travel Booking Engine - Scope Definition, last modified on 8/1/1997. See DFNDT000413-422. |
|              |   | "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 DFNDT000423-428.  |
|              |   | "Travelocity URL's and URL parameter names will be provided to Yahoo! three weeks after start of development.  ***  The Yahoo! travel page will include a flight express path. Modify the Travelocity   |

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#### Invalidity Contentions for U.S. Patent No. 7,818,399 Travelocity/Yahoo! Prior Art

| Claim | Claim Language of U.S. Patent No. 7,818,399 | Relevant Disclosure in the Travelocity/Yahoo! Prior Art   |  |  |
|-------|---|---|--|--|
| No.   |   | 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 entr  |  |  |
|       |   | 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 express path. Modify the Travelocity entr  |  |  |
|       |   | point to accept the following parameters:   |  |  |
|       |   | - Check-in city   |  |  |
|       |   | - Check-in / check-out dates  |  |  |
|       |   | - Number of travelers   |  |  |
|       |   | - Number of rooms" See DFNDT000388-412.   |  |  |
|       |   | "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. |  |  |
|       |   | 1.7 'Travel Services' means booking services for air travel, hotels and car rentals.'  Travel Services Advertising and Promotion Agreement, June 30, 1997. See  DFNDT000388 412.  "2 User Interface and Site Functionality  |  |  |

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#### Invalidity Contentions for U.S. Patent No. 7,818,399 Travelocity/Yahoo! Prior Art

| Claim<br>No. | Claim Language of U.S. Patent No. 7,818,399 |   | Relevant Dis     | sclosure in the Travelocity/Yahoo! | Prior Art |  |  |
|--------------|---|---|------------------|------------------------------------|-----------|--|--|
|              |   | The following functionality will remain available to the Yahoo! booking engine.   |                  |                                    |           |  |  |
|              |   |   | st Itineraries   |                                    |           |  |  |
|              |   |   | nts & Prices     |                                    |           |  |  |
|              |   | - Cars  |                  |                                    |           |  |  |
|              |   | - Protile - Existing Reservations - Make Changes including Buy Now - Protile - Login  |                  |                                    |           |  |  |
|              |   |   |                  |                                    |           |  |  |
|              |   |   |                  |                                    |           |  |  |
|              |   |   |                  |                                    |           |  |  |
|              |   |   |                  |                                    |           |  |  |
|              |   | The Yahoo! Travel main travel page will consist of an air, car, and hotel interface. In addition, the interface will have links to more comprehensi pages (ffrqst.pgd, fprqst.pgd, htrqst.pgd, and crrqst.pgd)."  Yahoo! Travel Booking Engine - Scope Definition, last modified on 8/1/DFNDT000413-422.  "The following pages within Travelocity will be co-branded for Yahoo! |                  |                                    |           |  |  |
|              |   |   | Path             | Page Name                          | 1         |  |  |
|              |   |   | 3 Best           | ffrqst                             | 1         |  |  |
|              |   |   |                  | ffdisp                             |           |  |  |
|              |   |   |                  | ffprice                            | 1         |  |  |
|              |   |   | Flights & Prices | fprqst                             |           |  |  |
|              |   |   |                  | fpdispl                            |           |  |  |
|              |   |   |                  | fpdisp2<br>fppric1                 |           |  |  |
|              |   |   | Hotels           | htrqst                             | 1         |  |  |
|              |   |   | 110,010          | htavail                            |           |  |  |
|              |   |   |                  | htdisp                             |           |  |  |
|              |   |   |                  | htcdnbrl                           |           |  |  |
|              |   |   |                  | htcdnbr2                           |           |  |  |

#### Invalidity Contentions for U.S. Patent No. 7,818,399 Travelocity/Yahoo! Prior Art

| Claim<br>No. | Claim Language of U.S. Patent No. 7,818,399 | Relevant Disclosure in the Travelocity/Yahoo! Prior Art  |  |   |  |  |
|--------------|---|--|--|---|--|--|
|              | Chim Language of U.S. Patent No. 7.818.399  | Existing Reservations Yahoo! Travel Booking Engi modified on February 18, 19  "A. Yahoo! operates a seare 'Yahoo!'. B. SI operates a travel book its 'Travelocity' site, located C. Yahoo! and SI wish to pr distributing SI's booking eng interactive Internet travel ser this Agreement." Travel Services Advertising added). See DFNDT000388  "Currently, Yahoo advertisir URL is embedded in the HT. | crtqst crcdnbr1 crcdnbr2 crdisp crdetail  Exrqst  ne. High Level Requirements, July 98. See DFNDT000423-428.  ch engine and World Wide Web dir ing engine and interactive Internet at http://www.tr-avelocity.com/(the ovide Yahoo! users with travel boo gine on the Yahoo! Site and to adve vices, all in accordance with the ter and Promotion Agreement, June 30 | 14, 1997, last  ectory under the brand  travel services through 'fravelocity Site').  'king services by  rtise and promote SI's  rms and conditions of  1997 (emphasis  o Double-Click ads. A  he Yahoo ads server. |  |  |
|              |   | advertisement (GIF):   |  |   |  |  |

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| Claim<br>No. | Claim Language of U.S. Patent No. 7,818,399 | Relevant Disclosure in the Travelocity/Yahoo! Prior Art   |
|--------------|---|---|
|              |   | Inenet Trackody   |
|              |   | Howes   |
|              |   | literat Vidos Als   |
|              |   | HTML Ads For Yahoo, last modified on 5/11/1998.   |
|              |   | "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.   |
|              |   | (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. |
|              |   | 2.2 Co-Branded Pages. SI shall create and serve a series of co-branded pages that gnide 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."  |

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#### Invalidity Contentions for U.S. Patent No. 7,818,399 Travelocity/Yahoo! Prior Art

| Claim<br>No. | Claim Language of U.S. Patent No. 7,818,399                             |         | Relevant Disclos           | ure in the Travelocity/Yahoo!                     | Prior Art              |
|--------------|---|---------|----------------------------|---|------------------------|
|              | to the server pre stored data associated with the source page; and then | •       | •                          | data associated with the source                   |                        |
|              |   | "The    |                            | ravelocity will be co-branded for                 | r Yahoo!:              |
|              |   |         | Path                       | Page Name   |                        |
|              |   |         | 3 Best                     | ffrqst  |                        |
|              |   |         |                            | ffdisp  |                        |
|              |   |         |                            | ffprice   |                        |
|              |   |         | Flights & Prices           | fprqst  |                        |
|              |   |         |                            | fpdispl   |                        |
|              |   |         |                            | fpdisp2   |                        |
|              |   |         |                            | fppricl   |                        |
|              |   |         | Hotels                     | htrqst  |                        |
|              |   |         |                            | htavail   |                        |
|              |   |         |                            | htdisp  |                        |
|              |   |         |                            | htcdnbrl  |                        |
|              |   |         |                            | htcdnbr2  |                        |
|              |   |         | Cars                       | crrqst  |                        |
|              |   |         |                            | erednbr1  |                        |
|              |   |         |                            | crednbr2  |                        |
|              |   |         |                            | crdisp  |                        |
|              |   |         |                            | crdetail  |                        |
|              |   |         | Existing Reservations      | Exrqst  |                        |
|              |   | Yaho    | o! Travel Booking Engine   | <ul> <li>High Level Requirements, July</li> </ul> | 14, 1997, last         |
|              |   | modif   | fied on Febrnary 18, 1998. | See DFNDT000423-428.                              |                        |
|              |   |         |                            |   |                        |
|              |   |         |                            | ngine and World Wide Web dire                     | ectory under the brand |
|              |   | 'Yaho   |                            |   |                        |
|              |   |         |                            | engine and interactive Internet                   |                        |
|              |   |         |                            | http://www.travelocity.com (the                   |                        |
|              |   |         |                            | ide Yahoo! users with travel boo                  |                        |
|              |   | distril | buting SI's booking engin  | e on the Yahoo! Site and to adve                  | rtise and promote SI's |

#### Invalidity Contentions for U.S. Patent No. 7,818,399 Travelocity/Yahoo! Prior Art

| Claim<br>No. | Claim Language of U.S. Patent No. 7,818,399     | Releyant Disclosure in the Travelocity/Yahoo! Prior Art  |
|--------------|---|--|
|              |   | Travel Services Advertising and Promotion Agreement, June 30, 1997. See<br>DFNDT000388 412.  |
|              |   | "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.  ***  |
|              |   | Modify Igbecome.pgd, vars.sub, Igmemnew.pgd, Igmemcon.pgd, Iglogin.pgd, Ignewinf.pgd, and Igspflog.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."  Yahoo! Travel Booking Engine - Scope Definition, last modified on 8/1/1997. See DFNDT000413-422.   |
|              |   | "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."  Yahoo! Travel Booking Engine - High Level Requirements, July 14, 1997, last modified on February 18, 1998. See DFNDT000423-428. |
|              |   | "Several Travelocity pages (fprqst, fpdisp1, fpdisp2, 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.   |
| l(b)         | automatically retrieving from a storage coupled | DFNDT000429-432. The Travelocity/Yahoo! Prior Art discloses automatically retrieving fro   |

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| Claim<br>No. | Claim Language of U.S. Patent No. 7,818,399 | Relevant Disclosure in the Travelocity/Yahoo! Prior Art   |
|--------------|---|---|
|              |   | interactive Internet travel services, all in accordance with the terms and conditions of this Agreement."  Travel Services Advertising and Promotion Agreement, June 30, 1997 (emphasis added). See DFNDT000388-412.  |
|              |   | "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):  |
|              |   | Terrelizady Terrelizady   |
|              |   | Irland Vidro Ark  HTML Ads For Yahoo, last modified on 5/11/1998.   |
|              |   | "Several Travelocity pages (fprqst, fpdispl, fpdisp2, 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. |
|              |   | "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.   |

| Claim<br>No. | Claim Language of U.S. Patent No. 7,818,399 | Relevant Disclosure in the Travelocity/Yahoo! Prior Art   |
|--------------|---|---|
|              |   | (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. |
|              |   | 2.2 Co-Branded Pages. SI shall create and serve a series of co-branded pages that gnide 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 DFNDT00388-412.   |
|              |   | "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.  |
|              |   | Modify Igbecome.pgd, vars.sub, Igmemnew.pgd, Igmemcon.pgd, Igbogin.pgd, Ignewinf.pgd, and Igspflog.ctl 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."  Yahoo! Travel Booking Engine - Scope Definition, last modified on 8/1/1997. See   |

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#### Invalidity Contentions for U.S. Patent No. 7,818,399 Travelocity/Yahoo! Prior Art

| Claim<br>No. | Claim Language of U.S. Patent No. 7.818,399 | Relevant Disclosure in the Travelocity/Yahno! Prior Art   |
|--------------|---|---|
|              |   | 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 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.  |
|              |   | "Several Travelocity pages (fprqst, fpdispl, fpdisp2, fpprice and bargain) will be designed with the Yahoo! masthead, footer and toolbar. |
|              |   | All references to Travelocity within the above pages will be modified to reflect Yahoo! Travel."  |
|              |   | YahoolTravel Build your own itinerary, last modified on March 24, 1998. See DFNDT000429-432.  |
|              |   | "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  |
|              |   | - Profile   |
|              |   | - Login   |

#### Invalidity Contentions for U.S. Patent No. 7,818,399 Travelocity/Yahoo! Prior Art

| Claim<br>No. | Claim Language of U.S. Patent No. 7,818,399 | Relevant Disclosure in the Travelocity/Yahoo! Prior Art  |
|--------------|---|--|
|              |   | DFNDT000413-422.   |
|              |   | "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."  Yahoo! Travel Booking Engine - High Level Requirements, July 14, 1997, last modified on February 18, 1998. See DFNDT000423-428. |
|              |   | "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 DFNDT000423-428.   |
|              |   | "Travelocity URL's and URL parameter names will be provided to Yahoo! three weeks after start of development.  |
|              |   | 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<br>- Return date/ return time<br>The Yahoo! travel page will include a cars express path. Modify the Travelocity entry  |

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| Claim<br>No. | Claim Language of U.S. Patent No. 7,818.399   | Relevant Disclosure in the Travelocity/Valion! Prior Art  |
|--------------|---|---|
|              | automatically with the server computer  | 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 (ffryst.pgd, fpryst.pgd, htryst.pgd, and crryst.pgd)."  Yahoo! Travel Booking Engine - Scope Definition, last modified on 8/1/1997. See DFNDT000413 422.  The TravelocitryYahoo! Prior Art discloses automatically with the server computer  |
| 1(c)         | automatically with the server compluter generating and transmitting to the web browser a second web page that includes: | The Iravelocity Yanoo! Prior Art discloses automatically with the server computer generating and transmitting to the web browser a second web page.  "2.2 Co-Branded Pages. SI shall create and serve a series of co-branded pages that gnide 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. |
|              |   | "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."  Travel Services Advertising and Promotion Agreement, June 30, 1997. See DFNDT000388-412.  "(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                         |

| Claim<br>No. | Claim Language of U.S. Patent No. 7.818,399 | Relevant Discissure in the Travelocity/Yahoo! Prior Art  |
|--------------|---|--|
|              |   | 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.  |
|              |   | "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 fron the cookie.   |
|              |   | Modify Igbecome pgd, vars.sub, Igmennew.pgd, Igmemcon.pgd, Iglogin.pgd, Ignewinf.pgd, and Igspflog.ctl 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."  Yahoo! Travel Booking Engine - Scope Definition, last modified on 8/1/1997. See DFNDT000423-428. |
|              |   | "Certain pages within Travelocity will be designated as co-brand. Co-brand means the 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! Travel Booking Engine - High Level Requirements, July 14, 1997, last   |
|              |   | modified on February 18, 1998. See DFNDT000413-422.  "Several Travelocity pages (fprqst, fpdisp1, fpdisp2, 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 treflect Yahoo! Travel."  Yahoo! Travel Build your own titnerary, last modified on March 24, 1998. See  |

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#### Invalidity Contentions for U.S. Patent No. 7,818,399 Travelocity/Yahoo! Prior Art

| Claim<br>No. | Claim Language of U.S. Patent No. 7,818,399 | Relevant Disclosure in the Travelocity/Yahoo! Prior Art  |
|--------------|---|--|
|              |   | approval with respect to such interface." Travel Services Advertising and Promotion Agreement, June 30, 1997. See DFNDT000388-412.   |
|              |   | "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.   |
|              |   | Modify Igbecome.pgd, vars.sub, Igmemnew.pgd, Igmemcon.pgd, Iglogin.pgd, Ignewinf.pgd, and Igspflog.ell 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."  Yahoo! Travel Booking Engine - Scope Definition, last modified on 8/1/1997. See DFNDT000423-428. |
|              |   | "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! Travel Booking Engine - High Level Requirements, July 14, 1997, last modified on February 18, 1998. See DFNDT000413-422.                            |
|              |   | "Several Travelocity pages (fprqst, fpdisp1, fpdisp2, 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.  |

#### Invalidity Contentions for U.S. Patent No. 7,818,399 Travelocity/Yahoo! Prior Art

| Claim<br>No. | Claim Language of U.S. Patent No. 7,818,399   | Relevant Disclosure in the Travelocity/Yahoo! Prior Art  |
|--------------|---|--|
|              |   | DFNDT000429-432.   |
|              | (i) information associated with the commerce<br>object associated with the link that has been<br>activated, and | 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.  |
|              |   | See 572 13b.  "2.2 Co-Branded Pages. SI shall create and serve a series of co-branded pages that gnide 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.  |
|              |   | "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."  Travel Services Advertising and Promotion Agreement, June 30, 1997. See DFNDT000388-412.   |
|              |   | "(b) <u>User Interface</u> . 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 |

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| Claim<br>No. | Claim Language of U.S. Patent No. 7,818,399   | Relevant Disclosure in the Travelocity/Yahoo! Prior Art  |
|--------------|---|--|
|              | (ii) a plurality of visually perceptible elements<br>derived from the retrieved pre stored data and<br>visually corresponding to the source page. | 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 when SABRE Interactive scraped the look and feel elements from an existing Yahoo! page.  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.  "(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." <u>Trovel Services Advertising and Promotion Agreement</u> , June 30, 1997. <u>See DFNDT000388-412</u> .  |
|              |   | "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.   |
|              |   | A mockup of the Yahool express page or the page field names must be<br>provided to [SABRE Technology Solutions (STS)] by SI at start of<br>development.  |

| Claim<br>No. | Claim Language of U.S. Patent No. 7,818,399   | Relevant Disclosure in the Travelocity/Yahoo! Prior Art  |
|--------------|---|--|
|              |   | Graphics for the cobrand must be provided to STS by SI one week after start of development. The Yahoo! ad URL's for IMG SRC and HREF must be provided to STS one week after start of development.  |
|              |   | 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."   |
|              |   | Yahoo! Travel Booking Engine - Scope Definition, last modified on 8/1/1997. See<br>DFNDT000413-422.  |
|              |   | "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.   |
|              |   | "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! Travel Booking Engine - High Level Requirements, July 14, 1997, last modified on February 18, 1998. See DFNDT000423-428.  |
|              |   | "Several Travelocity pages (fprqst, fpdisp), fpdisp2, 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.  |
| 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 | 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.   |

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#### Invalidity Contentions for U.S. Patent No. 7,818,399 Travelocity/Yahoo! Prior Art

| Claim<br>No. | Claim Language of U.S. Patent No. 7,818,399 | Relevant Disclosure in the Travelocity/Yahoo! Prior Art  |
|--------------|---|--|
|              |   | 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 crrqst.pgd)."  Yahoo! Travel Booking Engine - Scope Definition, last modified on 8/1/1997. See DFNDT000423-428.  |
|              |   | "2 User Interface and Site Functionality The following functionality will remain available to the Yahoo! booking engine 3 Best Interaries - Flights & Prices - Cars - Hotels - Existing Reservations - Make Changes including Buy Now - Profile - Login  |
|              |   | 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 crrqst.pgd)."  Yahoo! Travel Booking Engine - Scope Definition, last modified on 8/1/1997. See DFNDT000413-422.  |
|              |   | "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."  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   |

#### Invalidity Contentions for U.S. Patent No. 7,818,399 Travelocity/Yahoo! Prior Art

| Claim<br>No. | Claim Language of U.S. Patent No. 7,818,399  | Relevant Disclosure in the Travelocity/Vahoo! Prior Art  |
|--------------|--|--|
|              | page.  | "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 ctl, gltvmodl.ctl, and gltvmodl.pgd. The modifications will only consist of URL changes back to the Yahoo! site or to existing functionality in Travel Reservations.   |
|              |  | The gray toolbars grooil gif, grooi2 gif, and grooi3 gif, will be modified only to change the 'Travelocity Home' option to point to a Yahoo! Travel page. This will be: graphics modification and URL modification only.'  Yahoo! Travel Booking Engine - Scope Definition, last modified on 8/1/1997 (emphasis added). See DFNDT000413-422.   |
| 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 | The TravelocityY Ahoo! Prior Ard Giscloses 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. |
|              | second web pages, each pertaining to a subset of<br>the offerings in the catalog.  | 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.  |
|              |  | "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 - Profile  |
|              |  | -Login ***   |

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| Claim<br>No. | Claim Language of U.S. Patent No. 7,818,399  | Relevant Disclosure in the Travelocity/Yahoo! Prior Art  |
|--------------|--|--|
| 110.         |  | 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.  |
|              |  | "Travelocity URL's and URL parameter names will be provided to Yahoo! three weeks after start of development.  |
|              |  | ***  |
|              |  | 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 express path. Modify the Travelocity entry point to accept the following parameters:  - Check-in city   |
|              |  | - Check-in / check-out dates<br>- Number of travelers  |
|              |  | - Number of rooms"   |
|              |  | Yahoo! Travel Booking Engine - Scope Definition, last modified on 8/1/1997. See DFNDT000413 422.   |
| 19           | A system useful in an outsource provider serving<br>web pages offering commercial opportunities,<br>the system comprising: | See 1, supra.  |
| 19(a)        | (a) a computer store containing data, for each of  | See 1(a)-1(b), supra.  |

| Claim<br>No. | Claim Language of U.S. Patent No. 7,818,399  | Relevant Disclosure in the Travelocity/Yahoo! Prior Art |
|--------------|--|---|
|              | a plurality of first web pages, defining a plurality<br>of visually perceptible elements, which visually<br>perceptible elements correspond to the plurality<br>of first web pages;                              |   |
|              | (i) wherein each of the first web pages belongs<br>to one of a plurality of web page owners;   | See 1(a)-1(b), supra.                                   |
|              | (ii) wherein each of the first web pages displays<br>at least one active link associated with a<br>commerce object associated with a buying<br>opportunity of a selected one of a plurality of<br>merchants; and | See 1(a)-1(b), supra.                                   |
|              | (iii) wherein the selected merchant, the<br>outsource provider, and the owner of the first<br>web page displaying the associated link are each<br>third parties with respect to one other;                       | See 1(a)-1(b), supra.                                   |
| 19(b)        | (b) a computer server at the outsource provider,<br>which computer server is coupled to the<br>computer store and programmed to:   | See 1(a)-1(c), supra.                                   |
|              | (i) receive from the web browser of a computer<br>user a signal indicating activation of one of the<br>links displayed by one of the first web pages;  | See 1(a)-1(c), supra.                                   |
|              | (ii) automatically identify as the source page the<br>one of the first web pages on which the link has<br>been activated;  | See 1(a)-1(c), supra.                                   |
|              | (iii) in response to identification of the source<br>page, automatically retrieve the stored data<br>corresponding to the source page; and   | See 1(a)-1(c), supra.                                   |
|              | (iv) using the data retrieved, automatically generate and transmit to the web browser a second web page that displays:   | See 1(a)-1(c), supra.                                   |
|              | (A) information associated with the commerce object associated with the link that has been   | See 1(a)-1(c), supra.                                   |

Invalidity Contentions for U.S. Patent No. 7,818,399 Travelocity/Yahoo! Prior Art

| Claim<br>No.                                       | Claim Language of U.S. Patent No. 7,818,399 | Relevant Disclosure in the Travelocity/Yahoo! Prior Art |
|--|---|---|
|  | activated, and                              |   |
| (B) the plurality of visually perceptible elements |   | See 1(a)-1(c), supra.                                   |
|  | visually corresponding to the source page.  |   |

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#### Comparison of U.S. Patent No. 7,818,399 and Digital River Secure Sales System Prior $\operatorname{Art}^{1,}$

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 identified in Defendants' Amended Invalidity Contentions, the asserted claims as described in part below.

| Claim<br>No. | Claim Language of U.S.<br>Patent No. 7,818,399  | Digital River Secure Sales System   |
|--------------|---|---|
| 1            | A method of an outsource<br>provider serving web pages<br>offering commercial<br>opportunities, the method<br>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]  Digital River – Secure Encrypted Software Distribution,  http://wwb.archive.org/web/19970412100754/http://www.digitalriver.com/. [DR000001-2].  "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."  Digital River – Secure Encrypted Software Distribution,  http://web.archive.org/web/19971221024519/.digitalriver.com/Page3.html; [DR000003-4] (emphasis original). |
|              |   | Maintain your own identity and branding.  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  |

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 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).

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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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| No.  | Claim Language of U.S.   | Digital River Secure Sales System   |
|------|--|---|
|      | Patent No. 7,818,399   | consumers become more savvy, this efficiency of purchase and delivery will become one of the primary advantages of selling digital products over the Internet.  |
|      |  | 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. |
|      |  | Digital River Information Kit at 8 [DR004326].  |
|      |  | "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" Internet Commerce Services Proposal for Adobe, July 25, 1996; [DR000005-6].  |
|      |  | [DR004245-66].  |
| 1(4) | automatically at a server of<br>the outsource provider, in<br>response to activation, by a<br>web browser of a computer<br>user, of a link displayed by<br>one of a plurality of first web | "Yendor's Delivery Obligations. a. Initial Deliverables Vendor will provide Electronic Distributor with (iv) hypertext link to <a href="www.digitalriver.com">www.digitalriver.com</a> in the Vendor's World Wide Web home page "  Electronic Software Distribution Agreement between Digital River and Auto F/X Corp. dated July 18, 1996; [DR000013-21]; see also e.g., Email from Digital River to Auto F/X, dated September 26, 1997; [DR000033] ("The URL for the Auto FX site is at the bottom of this email.");  |
|      | pages, recognizing as the  | "Bitstream Fonts Online!" hypertext link  |
|      | source page the one of the<br>first web pages on which the<br>link has been activated;   | ("<4 HREF=http://www2.digita/river.com/bis/index.htm;">Bitstream fonts online! <a>"); Bitstream.com<br/>Home Page, http://webarchive.org/web/19970117165233/http://www.bitstream.com/; [DR000034-38];</a>   |
|      | min has occil activated,   | "Shop Online" hypertext link; Seattle Support Group Home Page, www.ssgrp.com, [DR000039-50];  |
|      |  | "Welcome to 1stSoftware" hypertext link (" <a <="" href="http://www.digitalriver.com/dr/v2/ec_MAINEntry?SID=1285&amp;SP=10007&amp;CID=0" td=""></a>   |

| Claim | Claim Language of U.S. | W 110 0 0 0 0 0  |
|-------|------------------------|--|
| No.   | Patent No. 7,818,399   | Digital River Secure Sales System  |
|       |                        | GATEOFF> <b><font size="+2">Welcome to 1stSoftware</font></b> "); [DR000051-54]; and   |
|       |                        | "purchase QFX on the web" hypertext link ("A href=http://www3.digitalriver.com/cgi-  |
|       |                        | <pre>bin/tango.cgi/digitalriver/rscott/welcome.gry?");</pre>   |
|       |                        | QFX Home Page, http://web.archive.org/web/19970707093153/www.qfx.com/firnain.html; [DR000055-62];  |
|       |                        | DR026692];   |
|       |                        | [DR026693]; and  |
|       |                        | [DR026694].  |
|       |                        | "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="https://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="https://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="https://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 direction on <a href="https://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." Digital River Proposal Summary, April 29, 1998; [DR000066-72] (emphasis original).   |
|       |                        | See also Tango, Webstar, and other CGIs from July 1996 Backup [DR026771-DR033425]  |

Comparison of U.S. Patent No. 7,818,399 and Digital River Secure Sales System Prior Art

| Claim   | Claim Language of U.S.  | Digital River Secure Sales System   |
|---------|---|---|
| 1(a)(i) | Patent No. 7,818,399  wherein each of the first web pages belongs to one of a plurality of web page owners; |   |
|         |   |   |
|         |   |   |
|         |   | [DR037478-DR037479].  |
|         |   | DRSSS_4][DR026695-729] (showing agreement and fax communications between DR and Mitek regarding selling Mitek software on Cyber411, dtpdirect, winsite, 21 softwaredrive, and other sites). |
|         |   | [DR026737-57] (Setting out commission rates for sale of products from software publishers through "3 <sup>rd</sup> Party Hosts," DR, or DTP websites). <i>See also</i> [DR074637-074669].   |
|         |   | The database is also designed to allow different points of entry; for example, a consumer   |

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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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| Claim<br>No. | Claim Language of U.S.<br>Patent No. 7,818,399  | Digital River Secure Sales System  |
|--------------|---|--|
|              | Talen. 40. (4010-77)  | 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.   |
| (a)(ii)      | wherein each of the first web<br>pages displays at least one<br>active link associated with a<br>commerce object associated<br>with a buying opportunity of<br>a selected one of a plurality<br>of merchants; and | [DFNDT 0005205] Digital River Plans An IPO This Year, St. Paul Pioneer Press (Tuesday, April 28, 1998)  (Challer Indian Indian and Protein Indian Ind |
|              |   | "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]  |

| Claim<br>No. | Claim Language of U.S.<br>Patent No. 7,818,399 | Digital River Secure Sales System  |
|--------------|--|--|
|              | THERE NO (1010)                                | DR037479].   |
|              |  |  |
|              |  | Estim siste enemetri seinom etnaz  |
|              |  | ACCOMMON   CAMPO CAMPO   CAMPO CAMPO CAMPO CAMPO   CAMPO CAM |
|              |  | August 11, 1998 Prospectus at 2 [DR074557-074636].   |
|              |  | "Vendor's Delivery Obligations. a. Initial Deliverables Vendor will provide Electronic Distributor with (iv) hypertext link to <a href="https://www.digitalriver.com">www.digitalriver.com</a> in the Vendor's World Wide Web home page"  Electronic Software Distribution Agreement between Digital River and Auto F/X Corp. dated July 18, 1996;  [DR000013-21]: see also e.g., Email from Digital River to Auto FX, dated September 26, 1997;   |

| Claim<br>No. | Claim Language of U.S.<br>Patent No. 7.818.399 | Digital River Secure Sales System   |
|--------------|--|---|
|              |  | [DR000033] ("The URL for the Auto FX site is at the bottom of this email.");  |
|              |  | "Bitstream Fonts Online!" hypertext link  |
|              |  | ("<4 HREF-http://www2.digitairiver.com/bit/index.html">Bitstream fonts onlinel <a>"), Bitstream.com<br/>Home Page, http://webarchive.org/web/19970117165233/http://www.bitstream.com/; [DR000034-38];</a>   |
|              |  | "Shop Online" hypertext link; Seattle Support Group Home Page, www.ssgrp.com; [DR000039-50];  |
|              |  | "Welcome to IstSoftware" hypertext link (" <a gateofp="" href="http://www.digitalriver.com/dr/v2/ec_MAIN.Entry?SID=1285&amp;SP=10007&amp;CID=0"><b><font size="+2">Welcome to IstSoftware</font><b></b> /*purchase QFX on the web" hypertext link ("A href=http://www3.digitalriver.com/cgi-bin/tango.cgi/digitalriver/rscott/welcome_dry?");</b></a> |
|              |  | QFX Home Page, http://web.archive.org/web/19970707093153/www.qfx.com/frmain.html; [DR000055-62];  |
|              |  | [DR026692];   |
|              |  | [DR026693]; and   |
|              |  | [DR026694].   |

#### Comparison of U.S. Patent No. 7,818,399 and Digital River Secure Sales System Prior Art

| Claim<br>No. | Claim Language of U.S.<br>Patent No. 7,818,399  | Digital River Secure Sales System   |
|--------------|---|---|
| l(a)(iii)    | wherein the selected<br>merchant, the outsource<br>provider, and the owner of<br>the first web page are each<br>third parties with respect to<br>one other; |   |
|              |   |   |
|              |   |   |
|              |   |   |
|              |   | [DR037478- DR037479].   |
|              |   | [DR026695-729] (showing agreement and fax communications between DR and Mitek regarding selling Mitek software on Cyber411, dtpdirect, winsite, 21softwaredrive, and other sites).        |
|              |   | [DR026737-57] (Setting out commission rates for sale of products from software publishers through "3 <sup>rd</sup> Party Hosts," DR, or DTP websites). <i>See also</i> [DR074637-074669]. |
|              |   | The database is also designed to allow different points of entry; for example, a consumer   |

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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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| Claim | Claim Language of U.S.  | Digital River Secure Sales System   |
|-------|---|---|
| No.   | Patent No. 7,818,399  | 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).   |
| 1(b)  | automatically retrieving from a storage coupled to the server pre stored data associated with the source page; and then | 20, 1939.  Flow chart depicting "The Digital River Internet Ordering System (StoryBoard Overview)" and stating "[a]li ISV and Dealer pages are located on the Digital River Server." DR000007-12].  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].  "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 I Requirements Checklist 7) Trademarks/logos (gif file). Electronic Software Distribution Agreement between Digital River and Auto F/X Corp. dated July 18, 1996; [DR000013-21]: see also e.g., Email from root to fipiis@digitalriver.com, 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." Internet Commerce Services Proposal for Adobe, July 25, 1996; [DR000005-6].  "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.; [DR0000023-25]at 2 (emphasis original).  "Development – the development of an easy to use online store is done by DR [Digital River] to fit the look |

| Claim<br>No. | Claim Language of U.S.<br>Patent No. 7,818,399 | Digital River Secure Sales System  |
|--------------|--|--|
|              | Facult 304 301042/                             | 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.  |
|              |  | Maintenance of the online store – 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 these changes yourself in DR's system through a private, secure URL." Digital River's Percentage of Sales Model – A Value Proposition; [DR000026-27]at 2 (emphasis original). |
|              |  | Welcome to Bitstream, Inc., http://web.archive.org/web/19961019044742/ww2.digitalriver.com/bit/index.html; and as reconstructed inserting referenced. gif files; [DR000028-31], [DR000023];  |
|              |  | "Vendor's Delivery Obligations. a. Initial Deliverables Vendor will provide Electronic Distributor with (iv) hypertext link to <a href="https://www.digitalriver.com">www.digitalriver.com</a> in the Vendor's World Wide Web home page " Electronic Software Distribution Agreement between Digital River and Auto F/X Corp. dated July 18, 1996; [DR000013-21]; see also e.g., Email from Digital River to Auto FX, dated September 26, 1997; [DR000033] ("The URL for the Auto FX site is at the bottom of this email.");                       |
|              |  | "Bitstream Fonts Online!" hypertext link (" <a href='http://www.2.digitalriver.com/bit/index.htm!"'>Bitstream fonts online!<a>"); Bitstream.com Home Page, http://webarchive.org/web/19970117165233/http://www.bitstream.com/; [DR000034-38];</a></a>  |
|              |  | "Shop Online" hypertext link; Seattle Support Group Home Page, www.ssgrp.com; [DR000039-50];   |
|              |  | "Welcome to 1stSoftware" hypertext link  |
|              |  | (" <a <br="" href="http://www.digitalriver.com/dr/v2/ec_MAIN.Entry/SID=128S&amp;SP=10007&amp;CID=0">GATEOFF&gt;<b>font size=+2&gt;Welcome to 1stSoftware</b></a>   |
|              |  | "purchase QFX on the web" hypertext link ("A href=http://www3.digitalriver.com/cgi-bin/tango.cgi/digitalriver/rscoti/webcome.gry?"); OFX Home Page, http://web.archive.org/web/1997070793153/www.qfx.com/fmain.html; [DR000055-62];  |

| Claim<br>No. | Claim Language of U.S.<br>Patent No. 7,818,399 | Digital River Secure Sales System   |
|--------------|--|---|
|              |  | [DR026692];   |
|              |  | [DR026693]; and   |
|              |  | [DR026694].   |
|              |  | [DR034615-16] (data associated with source page Digital Frontiers stored on DR server). |
|              |  | [DR034606-07] (data associated with source page Bitstream stored on DR server).         |

Comparison of U.S. Patent No. 7,818,399 and Digital River Secure Sales System Prior Art

| Claim<br>No. | Claim Language of U.S.<br>Patent No. 7,818,399  | Digital River Secure Sales System  |
|--------------|---|--|
| No.<br>l(c)  | Patent No. 7,818,399 automatically with the server computer generating and transmitting to the web browser a second web page that includes: | Photosoperation of Develope to the Special Section (Special Section Se |
|              |   | "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].  |

Comparison of U.S. Patent No. 7,818,399 and Digital River Secure Sales System Prior Art

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| Claim<br>No. | Claim Language of U.S.<br>Patent No. 7,818,399 | Digital River Secure Sales System  |
|--------------|--|--|
|              |  | AMBIELO SITY C CANCINC SELVES 1.5855   |
|              |  | \$\frac{1}{2} \text{Private} \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \   |
|              |  | August 11, 1998 Prospectus at 2 [DR074557-074636].  "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 timply 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 |

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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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| Claim<br>No. | Claim Language of U.S.<br>Patent No. 7,818,399 | Digital River Secure Sales System  |
|--------------|--|--|
|              |  | manuals or more of your software. And it all takes place during a single purchase process. Digital River has created seamless continuity."  Digital River – Secure Encrypted Software Distribution, <a href="http://web.archive.org/web/19971221024519/digitalriver.com/Page3.html">http://web.archive.org/web/19971221024519/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]  Digital River – Secure Encrypted Software Distribution,  http://web.archive.org/web/19970412100754/http://www.digitahriver.com/; [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="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="www.masterclips.com">www.masterclips.com</a> and will contain a complete commerce system for online product delivery." <a href="https://imsi.org/instal/fiver-Online">IMSI/Digital River Online</a> Store for Masterclips <a href="https://imsi.org/instal/fiver-Online">www.masterclips.com</a> , 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 eard solution and download the product directly." Letter from Digital River to Kathy Haynes of Traveling Software, dated September 11, 1997; [DR000065].  |
|              |  | "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="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="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.   |

| Claim | Claim Language of U.S. | Digital River Secure Sales System  |
|-------|------------------------|--|
| No.   | Patent No. 7,818,399   | Digital Wist Steme 2962 2320011  |
|       |                        | For every product page within <a href="https://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 direction on <a href="https://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." Digital River Proposal Summary, 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." BancAmerica, Digital River, Inc., Initiating Coverage of Emerging Software E-Business Franchise, 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: |
|       |                        | Welcome to Bitstream, Inc., http://web.archive.org/web/1996/1019044742/ww2.digitalriver.com/bit/index.html; and as reconstructed inserting referenced.gif files; [DR000028-31], [DR000032]; see also Facsimile from Andrea Rizso of Bitstream, Inc., dated January 24, 1997; [DR000080-86] (forwarding copies of individual Digital River maintained pages for Bitstream online ordering system);  |
|       |                        | Seattle Support Group, http://www.digitalriver.com/digitalriver/Welcome.qry/type=[+id=1001; and http://www.digitalriver.com/digitalriver/insentitem.qry/function=insent&item=CDPLV1-TOTW;  |

Comparison of U.S. Patent No. 7,818,399 and Digital River Secure Sales System Prior Art

| laim<br>No. | Claim Language of U.S.<br>Patent No. 7,818,399 | Digital River Secure Sales System   |
|-------------|--|---|
| *********** |  | [DR000039-50] (Correspondence from Yasuo Noshiro, dated August 2, 1996);  |
|             |  | I <sup>st</sup> Software, http://www3.digitalriver.com/cgi-bA1&_UserReference=88DE7EC7E9BB083A;<br>[DR000087-88];   |
|             |  | Rom Scott, Inc. Software Store,<br>http://www.digitalriver.com/dr/v2/ec_MAIN.Entry107PN=1&SP=10023&V1=10295; [DR000089];  |
|             |  | Arrow Publishing Software Store, https://www.digitalriver.com/v2e, MAIN Entry9?SP=16039&PN=1&s1=; [DR000090];   |
|             |  | DTP Direct Software Store, https://www.digitalriver.com/dre. MAIN Entry97SP=10039&PN=1&s1=; [DR000091];   |
|             |  | Integratech Software Software Store, <a href="https://www.digitalriver.com/v2c">https://www.digitalriver.com/v2c</a> . Main Entry9?SP=10039&PN=1&s1=; [DR000092]; |
|             |  | Innovation Multimedia Software Store, https://www.digitalriver.com/v2e_MAIN.Entry9?SP=10039&PN=1&s1=; [DR000093];   |
|             |  | 2ask Software Store,<br>http://www3.digitaln/ver.com/cgi-bC958CCE254093&function=search_prod; [DR000094];   |
|             |  | North Beach Labs Software Store, http://www.digitalriver.com/dr/v2/ee_MAIN.Entry?SP=10007&CID=0&SID=66; [DR000095];   |
|             |  | Welcome to Blue Byte Software, Inc. Ordering System,<br>http://www3.digitalriver.com/cgi-bin/Tango.cgi/esd/Blubvie/welcome.gry; [DR000096-97];                    |
|             |  | Auto F/X Corporation Software Store,<br>http://www.digitalriver.com/dr/v2/ec_main.entry/sp=10007&cid=0&sid=29; [DR000098-100];                                    |

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#### Comparison of U.S. Patent No. 7,818,399 and Digital River Secure Sales System Prior Art

| Claim<br>No. | Claim Language of U.S.<br>Patent No. 7.818.399 | Digital River Secure Sales System  |
|--------------|--|--|
|              | F21EH (40, 7,515,377                           | http://www.digitalriver.com/dr/v2/ee_MAIN.Entry109PN=1&SP=10023&V1=10952; [DR000101];  |
|              |  | Sapient Software Software Store, http://www.digitalriver.com/dr/v2/ec_MAIN.Master, [DR000102-103];                               |
|              |  | Buycomp.com, http://www.digitalriver.com/dr/v2/ec_MAIN.Entry10?VI=10029&PN=1&xid=5452; [DR000104-111];                           |
|              |  | DTP Direct, http://www4.digitalriver.com/cgi-bin/Tango2.cgi/dealer/dtpdirecthome/qry?1d=1020&level=; [DR000112];                 |
|              |  | Lucia Font Family, http://www3digitalriver.com/cgi-<br>bin/Tango3.cgi/digitalriver/yandy/setdetail.qry/set=i.ucid2{DR000113-115; |
|              |  | Digital River Proposal Summary, April 29, 1998, Figures 1, 2; [DR000066-72];   |
|              |  | MCROPROSE; [DR001002-1003];  |
|              |  | http://www.digitalriver.com/dr/v2/IN.Entry107SP=10023&PN=1&V1=101760; [DR001247];  |
|              |  | Adaptec, Inc., http://www.digitalriver.com/dr/v2/ec main.entry?sid=6734&sp=10007/&cid=0; [DR002313];                             |
|              |  | Sapient Software, http://www.digitalriver.com/dr/v2/ec_MAIN.Master. [DR011752-11753];  |
|              |  | SFS Software, http://www.digitalriver.com/dr/v2/ec_MAIN.Entry107PN=1&SP=10023&V1=10952; [DR011948];                              |
|              |  | Ositis Software; https://www.digitairiver.com/dr/v2/ec_MAIN.Entry11?SP=10039&PN=1; [DR012171];                                   |
|              |  | Net Namny; https://www.digitairiver.com/v2c MAIN Entry9?SP=10039&PN=1&s1=; [DR012399];   |
|              |  | Nesbitt Software Corporation, http://www.digitalriver.com/dr/v2/ec_MAIN Master; [DR012486-12487];                                |
|              |  | Sunbow International, Inc.;  |

Comparison of U.S. Patent No. 7,818,399 and Digital River Secure Sales System Prior Art

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| Claim | Claim Language of U.S. | Digital River Secure Sales System   |
|-------|------------------------|---|
| No.   | Patent No. 7,818,399   |   |
|       |                        | http://www.digitalriver.com/dr/v2/ec_MAIN.Entry10?PN=1&SP=10023&V1=19980; [DR012586];   |
|       |                        | Tympani Development, http://www4.digitalriver.com/digitalriver/tympani/basket2.htm; [DR013400-13401; DR013404-13410];   |
|       |                        | Valley of Fire Software, http://www.digitalriver.com/dr/v2/ec_MAIN.Entry117SP=16039&PN=1; [DR013718-13720];   |
|       |                        | Virtus Corporation, <a href="http://www4.digitalriver/cgi-bin/Tango.cgi/digitalriver/virtus/welcome.qry">http://www4.digitalriver/cgi-bin/Tango.cgi/digitalriver/virtus/welcome.qry</a> ; [DR013998-14003; DR014005-14007]; |
|       |                        | Jan's Journeys, http://www3.digitalriver/cgi-bin/Tango.cgi/esd/Webering/insertitem.qry?_UserReference=; [DR014211];   |
|       |                        | Wheeler Arts, http://www.digitalriver.com/dr/v2/ec_MAIN.Entry/SID=748&SP=10007&CID=0; [DR014452-14453];   |
|       |                        | Whirlwind Technologies, http://www3.digitalriver.com/cgi-bdigitalriver/whirlwind/welcome.gry; [DR014553-14555];   |
|       |                        | Wilson Learning Corporation, https://www.digitalriver.com/dr/v2/ec_MAIN.Entry97SP=10039&PN=1&s1=; [DR014746-14747];   |
|       |                        | Wilson Learning Corporation, https://www.digitalriver.com/dr/v2/ec_MAIN.Entry117SP=10039&PN=1; [DR014794];  |
|       |                        | Cyber 411, http://www3.digitalriver.com/cgi-b2AC16A60DCD29&function=search_prod; [DR015415];  |
|       |                        | Encore Multimedia, https://www.digitalriver.com/v2c MAIN.Entry9/SP=10039&PN=1&s1=; [DR015956];  |
|       |                        | Extensis PhotoTools, http://www3.digitalriver.com/cgi-b8FAA5AEAB59B66B0&detail=phototoois: [DR016261-16268; DR016300-16305];  |

| Claim<br>No. | Claim Language of U.S.<br>Patent No. 7,818,399 | Digital River Secure Sales System   |
|--------------|--|---|
|              |  | Peach Systems, http://www/digitalriver.com/dr/v2/ec_MAIN.Entrv10?PN=1&SP=10023&v1=114/9; [DR016499];                  |
|              |  | Peak Technology Ltd., http://www.digitalriver.com/v20/plsqi/cc_Main.Entry/SP=10007&SID=15008&CID=0; [DR016550-16552]; |
|              |  | PIM Sarl, https://www.digitalriver.com/dn/v2/ec_MAIN.Entry117SP=10039&PN=1; [DR016751; DR01675416755];                |
|              |  | PY Software, Inc., http://www.digitalriver.com/dr/v2/ec_MAIN.Entry107PN=1&SP=10023&V1=20061; [DR017056];              |
|              |  | RBC, Inc.; https://www.digitalriver.com/v2c_MAIN.Entry9?SP=10039&PN=1&s1=; [DR017278];                                |
|              |  | JP Software, Inc., http://www3.digitalriver.com/cgi-bin/Tango.cgi/digitalriver/ipsoft/welcome.arv; [DR018176];        |
|              |  | Sonera Technologies, http://www3.digitalriver.com/cgi-bin/Tango6.cgi/esd/sonera/welcome.qry; [DR018642];              |
|              |  | DisplayMate for Windows, http://www3.digitalriver.com/egi-bin/Tangerence=2BD41D0878A60990∏=STD-60001-A1; [DR018643];  |
|              |  | Southern Software, Inc., http://www.digitalriver.com/driv2/ec_MAIN_Entry10?PN=1&SP=10023&V1=19092; [DR018660];        |
|              |  | Spectrum Unlimited, http://www.digitalriver.com/dr/v2/ec_Main_Entry/SP=10007&SID=399&CID=0&CUR=840; [DR019032];       |
|              |  | Cat Computer Services (P) Ltd.,   |

Comparison of ILS, Patent No. 7.818.399 and Digital River Secure Sales System Prior Art

| Claim       | 1  | of U.S. Patent No. 7,818,399 and Digital River Secure Sales System Prior Art  |
|-------------|--|---|
| vaim<br>No. | Claim Language of U.S.<br>Patent No. 7,818,399 | Digital River Secure Sales System   |
|             | ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,        | https://www.digitalriver.com/v2c_MAIN.Entry9?SP=10039&PN=1&s1=; [DR019161];   |
|             |  | Cloud Dragon Designs, http://www.digitalriver.com/v20IN.Entry11?sp=16007&PN=1&xid=57; [DR019348];                           |
|             |  | Cloud Drogon Designs, http://www3.digitalniver.com/cgi-bin/Ta_ence=EECF0FF7BC4E7715&6unction=continue; [DR019354-19357];    |
|             |  | QRSMusic, https://www.digitalriver.com/v2c_MAIN.Entry9?SP=10039&PN=1&s1=; [DR020394];                                       |
|             |  | QRSMusic, http://www3.digitalriver.com/cgi-bin/Tango.cgi/esd/QRSMusic/welcome.gry?; [DR020395-20398];                       |
|             |  | PHD Computer Consultants Ltd., https://www.digitalriver.com/dr/v2/ec_main.entry/sp=10007&cid=0&sid=237; [DR020584];         |
|             |  | ParaMind, http://www.digitalriver.com/v2c_MAIN.Entry9/SP=10039&PN=1&s1=; [DR020638];  |
|             |  | Cyber 411, http://www3.digitalriver.com/cgi-b2AC16A60DCD29&function=search_prod; [DR020696];                                |
|             |  | Fixed It! Software, https://www.digitalriver.com/v2_c_MAIN.Entry97SP=10039&PN=1&s1=; [DR020730];                            |
|             |  | Forward Design, https://www.digitalriver.com/v2c MAIN.Entry9?SP=10039&PN=1&s1=; [DR020807];                                 |
|             |  | Global Majic Software, Inc., http://www3.digitalriver.com/cgi-bin/Tango.cgi/digitalriver/gms/welcome.gry; [DR020915-20916]; |
|             |  | Global Majic Software, Inc., https://www.digitalriver.com/v20/plsq/lec_MAIN.Entry9?SP=10039&PN=1&s1=; [DR020931]            |
|             |  | Global Majie Software, Inc., http://www.digitalriver.com/v20IN Entry?SID=129&SP=10007&CID=0;                                |

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#### Comparison of U.S. Patent No. 7,818,399 and Digital River Secure Sales System Prior Art

| Claim<br>No. | Claim Language of U.S.<br>Patent No. 7.818.399 | Digital River Secure Sales System   |
|--------------|--|---|
| :102         | F41801 (196 / 1010,077                         | [DR020932-20933];   |
|              |  | IDM Computer Services, https://www.digitalriver.com/v2.c_MAIN Entry97SP=10039&PN=1&s1=; [DR021425];                     |
|              |  | Incline Software, LC,/ec_MAIN_Entry/SP=10007&SID=30196&CID=0&CUR=840&DSP=0&PGRP=0&CACHE_ID; [DR021508];                 |
|              |  | Innovation Multimedia, https://www.digitalriver.com/v2e_MAIN.Entry97SP=10039&PN=1&s1=; [DR021688];                      |
|              |  | Intelligent Technologies, https://www.digitalriver.com/v2_c_MAIN.EntryStSP=10039&PN=1&s1=: [DR021824];                  |
|              |  | InterDimensions Corp., https://www.digitalriver.com/v2c MAIN.Entry97SP=10039&PN=1&s1=; [DR021884];                      |
|              |  | IrwinWare, http://www.digitalri/ec_MAIN.Entry17e?SP=10007&PN=5&CID=0&SID=\$46&PID=24147; [DR021996];                    |
|              |  | Olympus America, Inc., http://www.digitalriver.com/dr/v2/ec_MAIN.Entry/SP=10007&SID=64&CID=0: [DR022112-22116];         |
|              |  | Omnibus Typografi, http://www.digitalriver.com/dn/v2/ec_MAIN.Entry/SID=405&SP=10007&CiD=0; [DR022212];                  |
|              |  | Open Window Software, https://www.digitalriver.com/v2c_MAIN Entry978P=10039&PN=1&s1=; [DR022232];                       |
|              |  | FileStream.com, Inc.,<br>http://www.digitalriv./ec_MAIN_Entryl_7c7SP=10007&PN=5&CID=0&SID=124&PID=18660;<br>[DR022291]; |

| Claim<br>No. | Claim Language of U.S.<br>Patent No. 7.818,399 | Digital River Secure Sales System   |
|--------------|--|---|
|              | Taction (1000)                                 | FileStream.com, Inc.,<br>http://www.digitalriv/ec_MAIN.Entry17e?SP=10007&PN=5&CID=0&SID=124&PID=18267;<br>[DR022295-22296];       |
|              |  | Parthenon Development Corp., https://www.digitalriver.com/driv2/ec_MAIN_Entry11?SP=10039&PN=1; [DR022379];                        |
|              |  | DTP Direct, https://www.digitairiver.com/dr/v2/ec_MAIN.Entry11?SP=19039&PN=1; [DR022396];   |
|              |  | KH Software Development, http://www.digitalriver.com/dr/v2/10007&PN=5&CID=0&SID=912&PID=20301; [DR022595];                        |
|              |  | KnoWare, Inc., wysiwyg://178/https://www.digitalrt/v2/ec_MAIN.Entryl1?SP=10039&PN=1; [DR022645];                                  |
|              |  | KnoWare, Inc., http://www3.digitalriver.com/cgi-bc/itemdetaii.grv?prod=KWI-60001-D1; [DR022671-22672];                            |
|              |  | Lateral Technologies, https://www.digitalriver.com/v2c MAIN.Entry978P=10039&PN=1&s1=: [DR022714];                                 |
|              |  | LatticeWork Software, http://www.digitalriver.com/dr/v2/ec_MAIN.Entry17c/SP=10007&PN=5&CID=0&SID=255&PID=11972. [DR022732-22733]; |
|              |  | Live Picture, http://www3.digitalriver.com/cgahriver/livepicture/welcome.gry; [DR023055];   |
|              |  | Live Picture, http://www3.digitalriver.com/di UserReference=D39AE4981060E05E; [DR023056-23057];                                   |
|              |  | http://www3.digitalriver.com/di&item=LP!-5000-A1&Version=WIN95; [DR023058];   |

| Claim<br>No, | Claim Language of U.S.<br>Patent No. 7.818.399 | Digital River Secure Sales System   |
|--------------|--|---|
|              | 7 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4        | http://www3.digitalriver.com/diE05E&function=formℴ=113646; [DR023059];  |
|              |  | WinSite, http://www.digitalriver.com/dr/v2/ec_MAIN.Master; [DR023093; DR023095];                              |
|              |  | DTP Direct, http://www.digitalriver.com/drc_MAIN.Entry97SP=10039&PN=1&s1=; [DR023202];                        |
|              |  | M.Casco Associates, https://www.digitalriver.com/v2c. MAIN.Entry97SP=10039&PN=1&s1=; [DR023236];              |
|              |  | Mach5 Software, https://www.digitalriver.com/v2c_MAIN.Entry9?SP=10039&PN=1&s1=; [DR023264];                   |
|              |  | MacPEAK, http://www.digitalriver.com/dr/v2/ec MAIN.Entrv17c?SP=10007&PN=5&CID=0&SID=37&PID=9749; [DR023328];  |
|              |  | Magic Software, http://www.digitalrivever/magic3/welcome.gry; [DR023359];                                     |
|              |  | Markus Friberg Data, https://www.digitalriver.com/v2c_MAIN.Entry97SP=10039&PN=1&s1=: [DR023404];              |
|              |  | Matchup Sports, https://www.digitalriver.com/v2c MAIN.Entry9?SP=10039&PN=1&s1=; [DR023442];                   |
|              |  | Medea International Limited, http://www.digitalriver.com/dr/v2/ee_MAIN.Master; [DR023746];                    |
|              |  | KittyHawk Software, Inc., http://www3.digitalriver.com/cgi-bwk/itemdetail.qry/prod=KH-60002-A1; [DR023884];   |
|              |  | Mercury Interactive Corp., https://www.digitalriver.com/v2_i/ec_Main.Battyi1?SP=10039&PN=1; [DR023887-23888]; |
|              |  | Morpheus Software, https://www.digitalriver.com/v2c_MAIN.Entry9?SP=10039&PN=1&s1=: [DR024342];                |

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#### Comparison of U.S. Patent No. 7,818,399 and Digital River Secure Sales System Prior Art

| Claim<br>No. | Claim Language of U.S.<br>Patent No. 7,818,399 | Digital River Secure Sales System  |
|--------------|--|--|
|              | T HOLL THE TOTAL PARTY                         | DTP Direct, https://www.digitalriver.com/drc_MAIN.Entry9?SP=10039&PN=1&s1=; [DR024360];                        |
|              |  | M & R Technologies, Inc., https://www.digitalriver.com/v2c_MAIN.Entrv97SP=10039&PN=1&s1=; [DR024369];          |
|              |  | MSI Software, Inc., https://www.digitalriver.com/v2c_MAIN.Entry9/SP=10039&PN=1&s1=; [DR024389];                |
|              |  | DTP Direct, https://www.digitalniver.com/drc MAIN Entry9?SP=10039&PN=1&s1=; [DR024415];                        |
|              |  | Mythic Images, https://www.digitalriver.com/v2c_MAIN.Entry9?SP=10039&PN=1&s1=; [DR024512];                     |
|              |  | Mythic Images, https://www.digitalriver.com/v2c MAIN.Entry9?SP=10039&PN=1&s1=; [DR024532];                     |
|              |  | NetFormation, Inc., https://www.digitalriver.com/v2c_MAIN.Entry9?SP=10039&PN=1&s1=; [DR024601];                |
|              |  | NetResults Corporation, https://www.digitalriver.com/v2l/ec_MAIN.Entryl17SP=10039&PN=1; [DR024649];            |
|              |  | DTP Direct, https://www.digitalriver.com/dr/v2/ec_MAIN.Entrv11?SP=10039&PN=1; [DR024675];                      |
|              |  | New Perspective Software, Inc.,<br>https://www.digitalriver.com/v2c_MAIN.Entry97SP=10039&PN=1&s1=; [DR024693]; |
|              |  | New Vision Technologies, Inc., https://www.digitalriver.com/v2c MAIN Entry9?SP=10039&PN=1&s1=[DR024736];       |
|              |  | NiceTime Entertainment, https://www.digitalriver.com/v2c_MAIN.Entry9?SP=10039&PN=1&s1=: [DR024844];            |
|              |  | Nordic Software, https://www.digitalriver.com/dr/v2/ec_MAIN.Entry11?SP=10039&PN=1; [DR024880];                 |
|              |  | 3DP Object Technology, Inc., https://www.digitalriver.com/v2c MAIN.Entry9?SP=10039&PN=1&s1=;                   |

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#### Comparison of U.S. Patent No. 7,818,399 and Digital River Secure Sales System Prior Art

| Claim<br>No. | Claim Language of U.S.<br>Patent No. 7,818,399 | Digital River Secure Sales System   |
|--------------|--|---|
|              | 1.41EH: 191.740105077                          | [DR025125];   |
|              |  | DTP Direct, https://www.digitalriver.com/drc_MAIN.Entry9?SP=10039&PN=1&s1=; [DR025142];                               |
|              |  | A. J. Enterprises, http://www.digitalriver.com/digitalriver/ajent/itemdetail.qry?prod=AJ-001; [DR025445-25446];       |
|              |  | Cyber 411, http://www3.digitalriver.com/cgi-bBASE73D1BF84D&function=search_prod; [DR025637];                          |
|              |  | Apple Mountain Software, https://www.digitalriver.com/v2c_MAIN.Entry9?SP=10039&PN=1&s1=; [DR025786];                  |
|              |  | ARCaine Technology, http://www4.digitalriver.com/cgi-bin/Tanion=insert&item=ARC-60012-<br>Al&version=DC; [DR025814];  |
|              |  | ARCaine Technology, http://invl.digitalriver.com/cgi-bin/uncgi/arcaine.htm; [DR025816];                               |
|              |  | ARCaine Technology, http://www4.digitairiver.com/cgi-bin/Tango.cgi/digitalriver/arcaine/welcome.q; [DR025821-25823];  |
|              |  | Artheats Software, http://www.digitalriver.com/dr/v2/ec_MAIN.Entry107PN=1&SP=10023&V1=11495; [DR025922];              |
|              |  | Atlanta Computer Resources, https://www.digitalriver.com/v2c_MAIN.Entry97SP=10039&PN=1&s1=; [DR025990];               |
|              |  | Up To Par, http://www3.digitalriver.com/cgi-bs/itemdetail.qry?prod=AUT-00001-A1; [DR026068];                          |
|              |  | Author Direct Shareware, https://www.digitalriver.com/v2c MAIN.Entry9?SP=10039&PN=1&s1=; [DR026163];                  |
|              |  | Best Effort Software,<br>http://www.digitalriv./ec_MAIN.Entry17e?SP=10007&PN=5&CID=0&SID=81&PID=17937;<br>[DR026303]; |

# Comparison of U.S. Patent No. 7,818,399 and Digital River Secure Sales System Prior Art

| Claim<br>No. | Claim Language of U.S.<br>Patent No. 7,818,399  | Digital River Secure Sales System  |
|--------------|---|--|
|              |   | Best Effort Software, https://www.dipitalriver.com/v2c. MAIN.Entrys9SP=10039&PN=1&si=; [DR026323];   |
|              |   | BuenSoft Co., https://www.digitalriver.com/v2c_MAIN.Entry97SP=10039&PN=1&s1=; [DR026516];  |
|              |   | $I^{tt}\mathit{Stop}, \underline{http://www.1stopsoft.com/how2buy.htm:} [DR001141-1143];$  |
|              |   | Schedule Maker, http://webarchive.org/web/20000303191644/www.craigsystems.com/;  |
|              |   | [DR026692];  |
|              |   | [DR026693];  |
|              |   | [DR026694]; and  |
|              |   | "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." Digital River Newsletter, February 1998 IDFNDT 00051681.  |
| 1(c)(i)      | (i) information associated with the commerce object associated with the link that has been activated, and | "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. And it all takes place during a single purchase process. Digital River has created seamless continuity."  Digital River – Secure Encrypted Software Distribution, <a href="https://web-archive.org/web/1971/221024519/digitalriver.com/Page3.html">http://web-archive.org/web/1971/221024519/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,  |

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| Claim | Claim Language of U.S. | Digital River Secure Sales System   |
|-------|------------------------|---|
| No.   | Patent No. 7,818,399   | 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]  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> ; [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="https://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="https://www.masterclips.com">www.masterclips.com</a> and will contain a complete commerce system for online product delivery." <a href="https://www.masterclips.com">IMSI/Digital River Online</a> Store for Masterclips Products Software Superstore linked to <a href="https://www.masterclips.com">www.masterclips.com</a> , 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." Letter from Digital River to Kathy Haynes of Traveling Software, dated September 11, 1997; [DR000065].   |
|       |                        | "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="https://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="https://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="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 direction on <a href="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  |

Comparison of U.S. Patent No. 7,818,399 and Digital River Secure Sales System Prior Art

|              | Comparison                                     | of U.S. Patent No. 1,518,599 and Digital River Secure Sales System Prior Art   |
|--------------|--|--|
| Claim<br>No. | Claim Language of U.S.<br>Patent No. 7,818,399 | Digital River Secure Sales System  |
|              |  | Store might look, please refer to Figure 2." Digital River Proposal Summary. 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." BancAmerica, Digital River, Inc., Initiating Coverage of Emerging Software E-Business Franchise, 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: |
|              |  | Welcome to Bitstream, Inc., http://web.archive.org/web/19961019044742/ww2.digitalriver.com/bit/index.html; and as reconstructed inserting referenced. gif files; Exs. 9 [DR000028-31], 10 [DR000032]; see also Facsimile from Andrea Rizzo of Bitstream, Inc., dated January 24, 1997; [DR000080-86] (forwarding copies of individual Digital River maintained pages for Bitstream online ordering system);  |
|              |  | Seattle Support Group, <a href="http://www.digitalriver.com/digitalriver/Welcome.qry?rvpe=1+id=1001">http://www.digitalriver.com/digitalriver/insentitem.qry?function=insent&amp;item=CDPLV1-TOTW; [DR000039-50] (Correspondence from Yasuo Noshiro, dated Augnst 2, 1996);</a>  |
|              |  | I <sup>st</sup> Software, http://www3.digitalriver.com/cgi-bA1&_UserReference=88DE7ECTE9BB083A;<br>[DR000087-88];  |
|              |  | Ronn Scott, Inc. Software Store, http://www.digitalriver.com/dr/v2/ee_MAIN.Entry107PN=1&SP=10023&V1=10295; [DR000089];   |

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#### Comparison of U.S. Patent No. 7,818,399 and Digital River Secure Sales System Prior Art

| Claim<br>No. | Claim Language of U.S.<br>Patent No. 7,818,399 | Digital River Secure Sales System  |
|--------------|--|--|
|              |  | Arrow Publishing Software Store, https://www.digitalriver.com/v2c_MAIN.Entry9?SP=10039&PN=1&s1=; [DR000090];   |
|              |  | DTP Direct Software Store, https://www.digitalriver.com/drc MAIN.Entry97SP=10039&PN=1&s1=; [DR000091];   |
|              |  | Integratech Software Software Store, https://www.digitalriver.com/v2c Main.Entry9?SP=10039&PN=1&s1=; [DR000092];   |
|              |  | Innovation Multimedia Software Store, <a href="https://www.digitalriver.com/v2_cc_MAIN_Entry9/SF=10039&amp;PN=1&amp;81">https://www.digitalriver.com/v2_cc_MAIN_Entry9/SF=10039&amp;PN=1&amp;81</a> =; [DR000093]; |
|              |  | 2ask Software Store,<br>http://www3.digitalriver.com/egi-bC958CCE254093&function=search_prod; [DR000094];  |
|              |  | North Beach Labs Software Store,<br>http://www.digitalriver.com/dr/v2/ec_MAIN Entry/SP=10007&CID=0&SID=66; [DR000095];   |
|              |  | Welcome to Blue Byte Software, Inc. Ordering System,<br>http://www3.digitalriver.com/egi-bin/Tango.cgi/esd/B/ubvte/welcome.gry; [DR000096-97];   |
|              |  | Auto F/X Corporation Software Store,<br>http://www.digitalriver.com/dr/v2/ec_main.entr/?sp=10007&cid=0&sid=29; [DR000098-100];   |
|              |  | SFS Software Software Store, http://www.digitalriver.com/dr/v2/ec_MAIN.Entry10?PN=1&SP=10023&V1=10952; [DR000101];   |
|              |  | Sapient Software Store, http://www.digitalriver.com/driv2/ec_MAIN Master; [DR000102-103];  |
|              |  | Buycomp.com. http://www.digitalriver.com/dr/v2/ec_MAIN.Entry10?V1=10029&PN=1&ccid=5452: [DR000104-111];  |
|              |  | DTP Direct, http://www4.digitalriver.com/cgi-bin/Tango2.cgi/dealer/dtpdirect/home/gry?1d=1020&level=;  |

# Comparison of U.S. Patent No. 7,818,399 and Digital River Secure Sales System Prior Art

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| Claim | Claim Language of U.S. | Digital River Secure Sales System  |
|-------|------------------------|--|
| No.   | Patent No. 7,818,399   | [DR000112];  |
|       |                        | Lucia Font Family, http://www3digitalriver.com/cgi-<br>bin/Tango3.cgi/digitalriver/vandv/setdetail.gry?set=Lucid2-[DR000113-115; |
|       |                        | Digital River Proposal Summary, April 29, 1998, Figures 1, 2; [DR000066-72];   |
|       |                        | MICROPROSE; [DR001002-1003];   |
|       |                        | http://www.digitalriver.com/dr/v2/IN_Entry10?SP=10023&PN=1&V1=101760; [DR001247];  |
|       |                        | Adaptec, Inc., http://www.digitalriver.com/dr/v2/ec main.entry?sid=6734&sp=10007/&cid=0; [DR002313];                             |
|       |                        | Sapient Software, http://www.digitalriver.com/dr/v2/ec_MAIN_Master. [DR011752-11753];  |
|       |                        | SFS Software, http://www.digitalriver.com/dr/v2/ec_MAIN.Entry10?PN=1&SP=10023&V1=10952; [DR011948];                              |
|       |                        | Ositis Software; https://www.digitalriver.com/dr/v2/ec_MAIN.Entry[17SP=10039&FN=1; [DR012171];                                   |
|       |                        | Net Namny; https://www.digitalriver.com/v2_c_MAIN_Entry9?SP=10039&PN=1&s1=; [DR012399];  |
|       |                        | Nesbitt Software Corporation, http://www.digitalriver.com/dr/v2/ee_MAIN.Master; [DR012486-12487];                                |
|       |                        | Sunbow International, Inc.; http://www.digitalriver.com/dr/v2/ec; MAIN.Entry10?PN=1&SP=10023&V1=19980; [DR012586];               |
|       |                        | Tympani Development, http://www.4.digitalriver.com/digitalriver/tympani/basket2.htm; [DR013400-13401; DR013404-13410];           |
|       |                        | Valley of Fire Software, http://www.digitalriver.com/dr/v2/ec_MAIN.Entry11?SP=10039&PN=1; [DR013718-13720];                      |

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| Claim | Claim Language of U.S. | Digital River Secure Sales System   |
|-------|------------------------|---|
| No.   | Patent No. 7,818,399   |   |
|       |                        | Virtus Corporation, http://www4.digitalriver/cgi-bin/Tango.cgi/digitalriver/virtus/welcome.qry; [DR013998-14003; DR014005-14007]; |
|       |                        | Jan's Journeys, http://www3.digitalriver/cgi-bin/Tango.cgi/esd/Webering/insertitem.qry?_UserReference=; [DR014211];               |
|       |                        | Wheeler Arts, http://www.digitalriver.com/dr/v2/ec MAIN Entry?SID=748&SP=16007&CID=0; [DR014452-14453];                           |
|       |                        | Whirlwind Technologies, http://www3.digitalriver.com/cgi-bdigitalriver/whirlwind/welcome.qcv: [DR014553-14555];                   |
|       |                        | Wilson Learning Corporation, https://www.digitairiver.com/div/2/ec_MAIN.Entry9/SP=10039&PN=1&s1=[DR014746-14747];                 |
|       |                        | Wilson Learning Corporation, https://www.digitalriver.com/dr/v2/cc_MAIN.Entry117SP=10039&PN=1; [DR014794];                        |
|       |                        | Cyber 411, http://www3.digitalriver.com/cgi-b2AC16A60DCD29&function=search_prod; [DR015415];                                      |
|       |                        | Encore Multimedia, https://www.digitalriver.com/v2c_MAIN.Entry9?SP=10039&PN=1&s1=; [DR015956];                                    |
|       |                        | Extensis PhotoTools, http://www3.digitalriver.com/cgi-b8FAA5AEAB59B6B9&detail-phototools [DR016261-16268; DR016300-16305];        |
|       |                        | Peach Systems, http://www.idigitalriver.com/dr/v2/ec_MAIN.Entry107PN=1&SP=10023&v1=114/9. [DR016499];                             |
|       |                        | Peak Technology Ltd.,<br>http://www.digitalriver.com/v20/pisq/ec_Main.Entry/SP=10007&SID=15008&CID=0; [DR016550-16552];           |

Comparison of U.S. Patent No. 7,818,399 and Digital River Secure Sales System Prior Art

|              | Comparison of U.S. Patent No. 1,318,399 and Digital River Secure Sales System Prior Art |  |  |
|--------------|---|--|--|
| Claim<br>No. | Claim Language of U.S.<br>Patent No. 7,818,399  | Digital River Secure Sales System  |  |
|              | 1 attati 2014 (2010),227  |  |  |
|              |   | PIM Sarl, https://www.digitalriver.com/dr/v2/ee_MAIN.Entry11?SP=10039&PN=1; [DR016751; DR016754-16755];              |  |
|              |   | PY Software, Inc., http://www.digitalriver.com/dr/v2/ec_MAIN.Entry107PN=1&SP=10023&V1=20061; DR017056];              |  |
|              |   | RBC, Inc.; https://www.digitalriver.com/v2c_MAIN.Entry9?SP=10039&PN=1&s1=; [DR017278];                               |  |
|              |   | JP Software, Inc., http://www3.digitalriver.com/cgi-bin/Tango.cgi/digitalriver/ipsoft/welcome.qry; [DR018176];       |  |
|              |   | Sonera Technologies, http://www3.digitalriver.com/cgi-bin/Tango6.cgi/esd/sonera/welcome.qry; [DR018642];             |  |
|              |   | DisplayMate for Windows, http://www3.digitalriver.com/cgi-bin/Tangerence=2BD4!D0878A00990∏=STD-60001-A1; [DR018643]; |  |
|              |   | Southern Software, Inc., http://www.digitalriver.com/dr/v2/ec_MAIN.Entry10?PN=1&SP=10023&V1=19092; [DR018660];       |  |
|              |   | Spectrum Unlimited,<br>http://www.digitalriver.com/dr/v2/ec_Main.Entry?SP=10007&SID=399&CID=0&CUR=\$40; [DR019032];  |  |
|              |   | Cat Computer Services (P) Ltd., https://www.digitalriver.com/v2c_MAIN_Entry9?SP=16039&PN=1&s1=; [DR019161];          |  |
|              |   | Cloud Dragon Designs, http://www.digitalriver.com/v20IN.Entry11?sp=i0007&PN=1&xid=57; [DR019348];                    |  |
|              |   | Cloud Dragon Designs,<br>http://www3.digitalnver.com/cgi-bin/Taence=EECF0FF7BC4E7715&function=continue; [DR019354-   |  |

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Comparison of U.S. Patent No. 7,818,399 and Digital River Secure Sales System Prior Art

| Claim<br>No. | Claim Language of U.S.<br>Patent No. 7,818,399 | Digital River Secure Sales System   |
|--------------|--|---|
|              |  | 19357];   |
|              |  | QRSMusic, https://www.digitalriver.com/v2e_MAIN.Entry97SP=10039&PN=1&s1=; [DR020394];                                       |
|              |  | QRSMusic, http://www3.digitalriver.com/cgi-bin/Tango.cgi/esd/QRSMusic/welcome.qry?; [DR020395-20398];                       |
|              |  | PHD Computer Consultants Ltd.,<br>https://www.digitalriver.com/dr/v2/ec_main.entry?sp=10007&cid=0&sid=237; [DR020584];      |
|              |  | ParaMind, http://www.digitalriver.com/v2c_MAIN.Entry9?SP=10039&PN=1&s1=; [DR020638];  |
|              |  | Cyber 411, http://www3.digitalriver.com/cgi-b2AC16A69DCD29&function=search_prod; [DR020696];                                |
|              |  | Fixed It! Software, https://www.digitalrivet.com/v2_c_MAIN.Entry97SP=10039&PN=1&s1=; [DR020730];                            |
|              |  | Forward Design, https://www.digitalriver.com/v2_c_MAIN_Entry9?SP=10039&PN=1&s1=; [DR020807];                                |
|              |  | Global Majic Software, Inc., http://www3.digitalriver.com/cgi-bin/Tango.cgi/digitalriver/gms/welcome.arv; [DR020915-20916]; |
|              |  | Global Majic Software, Inc., https://www.digitalriver.com/v20/plsql/ec_MAIN_Entry97SP=10039&PN=1&s1=; [DR020931]            |
|              |  | Global Majic Software, Inc., http://www.digitalriver.com/v20IN_Entry?SID=129&SP=10007&CID=0; [DR020932-20933];              |
|              |  | IDM Computer Services, https://www.digitalriver.com/v2c MAIN.Entry9?SP=10039&PN=1&s1=; [DR021425];                          |
|              |  | Incline Software, LC,/ec MAIN.Entry/SP=10007&SID=30196&CID=0&CUR=840&DSP=0&PGRP=0&CACHE ID;                                 |

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| Claim | Claim Language of U.S. | Digital River Secure Sales System   |
|-------|------------------------|---|
| No.   | Patent No. 7,818,399   | [DR021508];   |
|       |                        | Innovation Multimedia, https://www.digitairiver.com/v2c MAIN Entry9?SP=10039&PN=1&s1=; [DR021688];                    |
|       |                        | Intelligent Technologies, https://www.digitalriver.com/v2c_MAIN.Entry97SP=10039&PN=1&s1=; [DR021824];                 |
|       |                        | InterDimensions Corp., https://www.digitalriver.com/v2c_MAIN.Entry97SP=10039&PN=1&s1=; [DR021884];                    |
|       |                        | IrwinWare, http://www.digitalri/ec_MAIN.Entry17e?SP=10007&PN=5&CID=6&SID=546&PID=24147; [DR021996];                   |
|       |                        | Olympus America, Inc., http://www.digitalriver.com/dn/v2/ec_MAIN.Entry?SP-10007&SID-64&CID-0 [DR022112-22116];        |
|       |                        | Omnibus Typografi, http://www.digitalriver.com/dr/v2/ec_MAIN Entry/SID=405&SP=10007&CID=0; [DR022212];                |
|       |                        | Open Window Software, https://www.digitalriver.com/v2c MAIN.Entrv97SP=10039&PN=1&s1=, [DR022232];                     |
|       |                        | FileStream.com, Inc., http://www.digitalriv/ec MAIN.Entry17e?SP=10007&PN=5&CID=0&SID=124&PID=18660; [DR022291];       |
|       |                        | FileStream.com, Inc., http://www.digitalriv/ec_MAIN.Entry17e?SP=10007&PN=5&CID=0&SID=124&PID=18267; [DR022295-22296]; |
|       |                        | Parthenon Development Corp., https://www.digitalriver.com/driv2/ec_MAIN.Entry117SP=19039&PN=1; [DR022379];            |

| Claim<br>No, | Claim Language of U.S.<br>Patent No. 7,818,399 | Digital River Secure Sales System   |
|--------------|--|---|
|              |  | DTP Direct, https://www.digitalriver.com/dr/v2/ee_MAIN.Entry117SP=10039&PN=1; [DR022396];   |
|              |  | KH Software Development, http://www.digitalriver.com/dr/v2/10007&PN=5&CID=0&SID=912&PID=20301; [DR022595];                        |
|              |  | KnoWare, Inc., wysiwyg://178/https://www.digitalrr/v2/ec_MAIN.Entry11?SP=10039&PN=1: [DR022645];                                  |
|              |  | KnoWare, Inc., http://www3.digitalriver.com/cgi-b_c/stemdetail.ory?prod=KWI-60001-D1; [DR022671-22672];                           |
|              |  | Lateral Technologies, https://www.digitalriver.com/v2_c_C_MAIN_Entry9/SP=10039&PN=1&s1=; [DR022714];                              |
|              |  | LatticeWork Software, http://www.digitalriver.com/dr/v2/ee_MAIN.Entry17c?SP=10007&PN=5&CID=0&SID=255&PID=11972; [DR022732-22733]; |
|              |  | Live Picture, http://www3.digitalriver.com/cgalriver/livepicture/welcome.gry; [DR023055];   |
|              |  | Live Picture, http://www3.digitalriver.com/diUserReference=D39AE4981060E05E; [DR023056-23057];                                    |
|              |  | http://www3.digitalriver.com/di&item=LP1-5000-A1&Version=WIN95; [DR023058];   |
|              |  | http://www3.digitalriver.com/diE05E&function=formℴ=113646; [DR023059];  |
|              |  | WinSite, http://www.digitalriver.com/dr/v2/ec_MAIN.Master; [DR023093; DR023095];  |
|              |  | DTP Direct, http://www.digitalriver.com/drc_MAIN.Entry97SP=10039&PN=1&s1=; [DR023202];  |
|              |  | M.Casco Associates, https://www.digitalriver.com/v2c MAIN.Entry97SP=10039&PN=1&s1=;   |

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# Comparison of U.S. Patent No. 7,818,399 and Digital River Secure Sales System Prior Art

| Claim<br>No. | Claim Language of U.S.<br>Patent No. 7,818,399 | Digital River Secure Sales System   |
|--------------|--|---|
|              |  | DTP Direct, https://www.digitalriver.com/dr_c_MAIN.Entry9?SP=10039&PN=1&s1=; [DR024415];                        |
|              |  | Mythic Images, https://www.digitalriver.com/v2c_MAIN.Entry9?SP=10039&PN=1&s1=; [DR024512];                      |
|              |  | Mythic Images, https://www.digitalriver.com/v2c_MAIN.Entry97SP=10039&PN=1&s1=; [DR024532];                      |
|              |  | NetFormation, Inc., https://www.digitalriver.com/v2c_MAINEntry97SP=10039&PN=1&s1=; [DR024601];                  |
|              |  | NetResults Corporation, https://www.digitalriver.com/v2/ec_MAIN.Entryl1?SP=10039&PN=1; [DR024649];              |
|              |  | DTP Direct, https://www.digitalriver.com/dr/v2/ee_MAIN.Entry11?SP=10039&PN=1; [DR024675];                       |
|              |  | New Perspective Software, Inc., https://www.digitalriver.com/v2c MAIN.Entry9?SP=10039&PN=1&s1=; [DR024693];     |
|              |  | New Vision Technologies, Inc., https://www.digitalriver.com/v2_c_MAIN.Entry9?SP=10619&PN=1&s1=: [DR024736];     |
|              |  | NiceTime Entertainment, https://www.digitalriver.com/v2_c_MAIN.Entry97SP=10039&PN=1&s1=; [DR024844];            |
|              |  | Nordic Software, https://www.digitalriver.com/dr/v2/cc_MAIN.Entry11?SP=10039&PN=1; [DR024880];                  |
|              |  | 3DP Object Technology, Inc., https://www.digitalriver.com/v2e_MAIN.Entry9?SP=10039&PN=1&s1=; [DR025125];        |
|              |  | DTP Direct, https://www.digitalriver.com/drc MAIN.Entry9?SP=10039&PN=1&s1=; [DR025142];                         |
|              |  | A. J. Enterprises, http://www.digitalriver.com/digitalriver/ajent/itemdetail.qpy/prod=AJ-001; [DR025445-25446]; |

#### Comparison of U.S. Patent No. 7,818,399 and Digital River Secure Sales System Prior Art

| Claim | Claim Language of U.S. | Digital River Secure Sales System   |
|-------|------------------------|---|
| No.   | Patent No. 7,818,399   | Dignal River Secure Sales System  |
|       |                        | [DR023236];   |
|       |                        | Mach5 Software, https://www.digitalriver.com/v2c. MAIN.Entry97SP=10039&PN=1&s1=; [DR023264]   |
|       |                        | MacPEAK,  |
|       |                        | $http://www.digitalriver.com/dr/v2/ec\_MAIN.Entryl7c?SP=10007\&PN=5\&CID=0\&SID=37\&PID=9749; [DR023328];$  |
|       |                        | Magic Software, http://www.digitalrivever/magic3/welcome.org; [DR023359];   |
|       |                        | Markus Friberg Data, https://www.digitairiver.com/v2c_MAIN Entry97SP=10039&PN=1&s1=; [DR023404];  |
|       |                        | Matchup Sports, https://www.digitalriver.com/v2e_MAIN.Entry9?SP=10039&PN=1&s1=; [DR023442];   |
|       |                        | Medea International Limited, http://www.digitairiver.com/driv2/ec_MAIN.Master; [DR023746];  |
|       |                        | KittyHawk Software, Inc., http://www3.dlgitalriver.com/cgi-bwk/itemdetail.qry/prod=KH-60002-A1; [DR023884];   |
|       |                        | Mercury Interactive Corp., https://www.digitalriver.com/v2l/ec Main.Entrv11?SP=10039&PN=1; [DR023887-23888];  |
|       |                        | Morpheus Software, https://www.digitainiver.com/v2e_MAIN Entry9?SP=10039&PN=1&s1=; [DR024342];  |
|       |                        | DTP Direct, https://www.digitalriver.com/dre, MAIN Entry97SP=10039&PN=1&s1=; [DR024360];  |
|       |                        | M & R Technologies, Inc., https://www.digitalriver.com/v2c MAIN.Entry97SP=10039&PN=1&s1=; [DR024369]; MSI Software, Inc., https://www.digitalriver.com/v2c MAIN.Entry97SP=10039&PN=1&s1=; [DR024389]; |

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| Claim<br>No. | Claim Language of U.S.<br>Patent No. 7.818,399 | Digital River Secure Sales System   |
|--------------|--|---|
|              | 1 aten (30. (310,739                           | Cyber 411, http://www.3.digitalriver.com/cgi-bBASE73D1BF84D&function=search_prod; [DR025637];   |
|              |  | Apple Mountain Software, https://www.digitalriver.com/v2c_MAIN.Entry9?SP=10039&PN=1&s1=: [DR025786];  |
|              |  | ARCaine Technology, http://www4.digitalriver.com/cgi-bin/Tanion=insert&item=ARC-60012-A1&version=DC; [DR025814];  |
|              |  | ARCaine Technology, http://inv1.digitalriver.com/egi-bin/uncgi/arcaine.htm; [DR025816];   |
|              |  | ARCaine Technology, http://www4.digitalriver.com/cgi-bin/Tango.cgi/digitalriver/arcaine/welcome.q: [DR025821-25823];  |
|              |  | Artheats Software, http://www.digitalrivet.com/dr/v2/ec_MAIN Entry107PN=1&SP=10023&V1=11495: [DR025922];  |
|              |  | Atlanta Computer Resources, https://www.digitalriver.com/v2e. MAIN.Entry97SP=10039&PN=1&s1=; [DR025990];  |
|              |  | Up To Par, http://www3.digitalriver.com/cgi-bs/itemdetail.qry?prod=AUT-00001-A1; [DR026068];  |
|              |  | Author Direct Shareware, https://www.digitairiver.com/v2c_MAIN.Entry97SP=10039&PN=1&s1=: [DR026163];  Best Effort Software, http://www.digitairiv_lee_MAIN.Entry17e7SP=10007&PN=5&CID=0&SID=81&PID=17937; |
|              |  | [DR026303];   |
|              |  | Best Effort Software, https://www.digitalriver.com/v2c MAIN.Entry97SP=10039&PN=1&s1=; [DR026323];   |
|              |  | BuenSoft Co., https://www.digitalriver.com/v2_c_MAIN.Entry9?SP=10039&PN=1&s1=; [DR026516];  |
|              |  | I <sup>st</sup> Stop, http://www.lstopsoft.com/how2buy.htm; [DR001141-1143];  |

| Claim<br>No. | Claim Language of U.S.<br>Patent No. 7.818,399   | Digital River Secure Sales System  |
|--------------|--|--|
|              |  | ScheduleMaker, http://webarchive.org/web/20000303191644/www.craigsystems.com/; [DR026692]; [DR026693]; and [DR026694].   |
| 1(c)(ii)     | (ii) a plurality of visually<br>perceptible elements derived<br>from the retrieved pre stored<br>data and visually<br>corresponding to the source<br>page. | "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. And it all takes place during a single purchase process. Digital River has created seamless continuity."  Digital River – Secure Encrypted Software Distribution, http://web.archive.org/web/19971221024519/.digitalriver.com/Page3.html; [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]  Digital River – Secure Encrypted Software Distribution,  http://wwb.archive.org/web/1997/0412100754/http://www.digitalriver.com/: [DR000001-2].  "Digital River will develop and manage an online store for IMSI 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 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 www.masterclips.com and will contain a complete commerce system for online product delivery." IMSI/Digital River Online |

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#### Comparison of U.S. Patent No. 7,818,399 and Digital River Secure Sales System Prior Art

|              | Comparison of U.S. Patent No. 7,818,399 and Digital River Secure Sales System Prior Art |  |  |
|--------------|---|--|--|
| Claim<br>No. | Claim Language of U.S.<br>Patent No. 7,818,399  | Digital River Secure Sales System  |  |
|              |   | Store for Masterclips Products Software Superstore linked to www.masterclips.com. 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." Letter from Digital River to Kathy Haynes of Traveling Software, dated September 11, 1997; [DR000065].  |  |
|              |   | "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="https://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="https://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="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 direction on <a href="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." Digital River Proposal Summary, 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." BancAmerica, Digital River, Inc., Initiating Coverage of Emerging Software E-Business Franchise, 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   |  |

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#### Comparison of U.S. Patent No. 7,818,399 and Digital River Secure Sales System Prior Art

| Claim<br>No. | Claim Language of U.S.<br>Patent No. 7,818,399 | Digital River Secure Sales System   |
|--------------|--|---|
|              |  | 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: |
|              |  | Welcome to Bistream, Inc.,  http://web.archive.org/web/19961019044742/ww2.digitalriver.com/bit/index.html; and as reconstructed inserting referenced.gif files; Exs. 9 [DR000028-31], 10 [DR000032]; see also Facsimile from Andrea Rizzo of Bistream, Inc., dated January 24, 1997; [DR000080-86] (forwarding copies of individual Digital River maintained pages for Bitstream online ordering system);   |
|              |  | Seattle Support Group, http://www.digitairiver.com/digitairiver/Welcome.gry?type=1+id=1001; and http://www.digitairiver.com/digitairiver/insertitem.gry?finnction=insert&item=CDPLV1-TOTW; [DR000039-50] (Correspondence from Yasuo Noshiro, dated Augnst 2, 1996);   |
|              |  | I't Software, http://www3.divitalriver.com/cgi-hA1& UserReference=88DE7EC7E9BB083A; [DR000087-88];  |
|              |  | Ronn Scott, Inc. Software Store,<br>http://www.digitalriver.com/dr/v2/ec_MAIN Entry10?PN=1&SP=10023&V1=10295; [DR000089];   |
|              |  | Arrow Publishing Software Store, https://www.digitalriver.com/v2c_MAIN.Entry99SP=10039&PN=1&s1=; [DR000090];  |
|              |  | DTP Direct Software Store, https://www.digitalriver.com/drc_MAIN Entry97SP=10039&PN=1&s1=; [DR000091];  |
|              |  | Integratech Software Software Store, https://www.digitairiver.com/v2c_Main.Entry9?SP=10039&PN=1&s1=; [DR000092];  |
|              |  | Innovation Multimedia Software Store, https://www.digitalriver.com/v2c_MAIN.Entry9?SP=10039&PN=1&s1=; [DR000093];   |

| Claim<br>No. | Claim Language of U.S.<br>Patent No. 7,818,399 | Digital River Secure Sales System  |
|--------------|--|--|
|              |  | 2ask Software Store,<br>http://www3.digitalriver.com/cgi-bC958CCE254093&function=search_prod; [DR000094];                                      |
|              |  | North Beach Labs Software Store,<br>http://www.digitalriver.com/dr/v2/cc_MAIN.Entry/SP=10007&CID=0&SID=66; [DR000095];                         |
|              |  | Welcome to Blue Byte Software, Inc. Ordering System,<br>http://www3.digitalniver.com/cgi-bin/Tango.cgi/esd/Blubyte/welcome.gry; [DR000096-97]; |
|              |  | Auto F/X Corporation Software Store, http://www.digitalriver.com/dr/v2/ec_main.entry/sp=10007&cid=0&sid=29; [DR000098-100];                    |
|              |  | SFS Software Software Store, http://www.digitalriver.com/dt/v2/ec_MAIN.Entry107PN=1&SP=10023&V1=10952; [DR000101];                             |
|              |  | Sapient Software Software Store, http://www.digitalriver.com/dr/v2/ec_MAN.Master, [DR000102-103];  |
|              |  | Buycomp.com, http://www.digitalriver.com/dr/v2/ec_MAIN.Entry107V1=16029&PN=1&xid=5452; [DR000104-111];   |
|              |  | DTP Direct, http://www4.digitalriver.com/egi-bin/Tango2.cg/dealer/dtpdirect/home/qry?1d=1020&level=; [DR000112];                               |
|              |  | Lucia Font Family, http://www3digitalriver.com/cgi-<br>bin/Tango3.cgi/digitalriver/yandy/setdetail.gry?set=Lucid2; [DR000113-115;              |
|              |  | Digital River Proposal Summary, April 29, 1998, Figures 1, 2; [DR000066-72];   |
|              |  | MICROPROSE; [DR001002-1003];   |
|              |  | http://www.digitalriver.com/dr/v2/IN.Entry107SP=10023&PN=1&V1=101760; [DR001247];  |

| Claim | Claim Language of U.S. | Digital River Secure Sales System   |
|-------|------------------------|---|
| No.   | Patent No. 7,818,399   | 9   |
|       |                        | Adaptec, Inc., http://www.digitalriver.com/dr/v2/ec_main.entry?sid=6734&sp=10007/&cid=0; [DR002313];                              |
|       |                        | Sapient Software, http://www.digitalriver.com/dr/v2/ee_MAIN.Master; [DR011752-11753];   |
|       |                        | SFS Software, http://www.digitalriver.com/dr/v2/ec_MAIN.Entry10?PN=1&SP=10023&V1=109S2; [DR011948];                               |
|       |                        | Ositis Software; https://www.digitalriver.com/dr/v2/ec_MAIN.Entry11?SP=10039&PN=1; [DR012171];                                    |
|       |                        | Net Namny; https://www.digitairiver.com/v2_c_MAIN.Entry9?SP=10039&PN=1&s1=; [DR012399];   |
|       |                        | Nesbitt Software Corporation, http://www.digitalriver.com/dr/v2/ee_MAIN_Master; [DR012486-12487];                                 |
|       |                        | Sunbow International, Inc.; http://www.digitalriver.com/dtr/v2/ec_MAIN.Entry10?PN=1&SP=10023&V1=19980; [DR012586];                |
|       |                        | Tympani Development, http://www4.digita/river.com/digita/river/tympani/basket2.htm; [DR013400-13401; DR013404-13410];             |
|       |                        | Valley of Fire Software, http://www.digitalriver.com/dr/v2/ec_MAIN.Entry11?SP=10039&PN=1; [DR013718-13720];                       |
|       |                        | Virtus Corporation, http://www4.digitalriver/cgi-bin/Tango.cgi/digitalriver/virtus/welcome.qry; [DR013998-14003; DR014005-14007]; |
|       |                        | Jan's Journeys, http://www3.digitalriver/cgi-bin/Tango.cgi/esd/Webering/insertitem.qry?_UserReference= [DR014211];                |
|       |                        | Wheeler Arts, http://www.digitalrivet.com/dr/v2/ec MAIN Entry?SID=748&SP=10007&CID=0; [DR014452-14453];                           |
|       |                        | Whirlwind Technologies, http://www3.digitalriver.com/cgi-bdigitalriver/whirlwind/welcome.qry; [DR014553-14555];                   |

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#### Comparison of U.S. Patent No. 7,818,399 and Digital River Secure Sales System Prior Art

|              | Comparison                                     | of U.S. Patent No. 1,518,399 and Digital River Secure Sales System Prior Art   |
|--------------|--|--|
| Claim<br>No. | Claim Language of U.S.<br>Patent No. 7,818,399 | Digital River Secure Sales System  |
|              |  | Wilson Learning Corporation, https://www.digitalriver.com/dr/v2/cc_MAIN_Entry9/SP=10039&PN=1&s1=; [DR014746-14747];          |
|              |  | Wilson Learning Corporation, https://www.digitalriver.com/driv2/ee_MAIN Entry117SP=10039&PN=1; [DR014794];                   |
|              |  | Cyber 411, http://www3.digitalriver.com/cgi-b2AC16A60DCD29&function=search_prod; [DR015415];                                 |
|              |  | Encore Multimedia, https://www.digitalriver.com/v2c_MAIN.Entry9?SP=10039&PN=1&s1=: [DR015956];                               |
|              |  | Extensis PhotoTools, http://www3.digitalriver.com/cgi-b8FAA5AEAB59B66B0&detail=phototools: [DR016261-16268; DR016300-16305]; |
|              |  | Peach Systems, http://www/digitalriver.com/dr/v2/ec_MAIN.Entry107PN=1&SP=10023&v1=114/9: [DR016499];                         |
|              |  | Peak Technology Ltd., http://www.digitalriver.com/v20/plsql/ec_Main.Entry/SP=10007&SID=15008&CID=0; [DR016550-16552];        |
|              |  | PIM Sarl, https://www.digitairiver.com/dr/v2/ec_MAIN.Entry11?SP=10039&PN=1; [DR016751; DR016754-16755];                      |
|              |  | PY Software, Inc., http://www.digitalriver.com/dr/v2/ec_MAIN.Entry107PN=1&SP=10023&V1=20061; [DR017056];                     |
|              |  | RBC, Inc.; https://www.digitalriver.com/v2c_MAIN.Entry9?SP=10039&PN=1&s1=; [DR017278];                                       |
|              |  | JP Software, Inc., http://www3.digitalriver.com/cgi-bin/Tango.cgi/digitalriver/ipsoft/welcome.gry. [DR018176];               |

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#### Comparison of U.S. Patent No. 7,818,399 and Digital River Secure Sales System Prior Art

| Claim<br>No. | Claim Language of U.S.<br>Patent No. 7,818,399 | Digital River Secure Sales System   |
|--------------|--|---|
|              | 1.416.01. (50. 10.050)                         | Sonera Technologies, http://www3.digitalriver.com/cgi-bin/Tango6.cgi/esd/sonera/welcome.qry;<br>[DR018642];             |
|              |  | DisplayMate for Windows, http://www3.digitalriver.com/egi-bin/Tangerence=2BD41D0878A09990∏=STD-60001-A1; [DR018643];    |
|              |  | Southern Software, Inc., http://www.digitalriver.com/dr/v2/ec_MAIN Entry10?PN=1&SP=10023&V1=19392; [DR018660];          |
|              |  | Spectrum Unlimited, http://www.digitalriver.com/dr/v2/ec Main Entry/SP=10007&SID=399&CID=0&CUR=840; [DR019032];         |
|              |  | Cat Computer Services (P) Ltd., https://www.digitairiver.com/v2c_MAIN.Entry9/SP=10039&PN=1&s1=; [DR019161];             |
|              |  | Cloud Drogon Designs, http://www.digitalriver.com/v201N.Entrv11?sp=10007&PN=1&xid=57; [DR019348];                       |
|              |  | Cloud Dragon Designs, http://www3.digitalriver.com/cgi-bin/Taence=EECF0FF7BC4E7715&function=continue; [DR019354-19357]; |
|              |  | QRSMusic, https://www.digitalriver.com/v2c_MAIN.Entry9?SP=10039&PN=1&s1=; [DR020394];                                   |
|              |  | QRSMusic, http://www3.digitalniver.com/cgi-bin/Tango.cgi/esd/QRSMusic/we/come.ary?; [DR020395-20398];                   |
|              |  | PHD Computer Consultants Ltd., https://www.digitairiver.com/driv2/ec_main.entry/sp=10007&cid=0&sid=237; [DR020584];     |
|              |  | ParaMind, http://www.digitalriver.com/v2e_MAIN.Entry978P=10039&PN=1&s1=; [DR020638];                                    |

| Claim | Claim Language of U.S. |   |
|-------|------------------------|---|
| No.   | Patent No. 7,818,399   | Digital River Secure Sales System   |
|       |                        | Cyber 411, http://www3.digitalriver.com/cgi-b2AC16A60DCD29&function=search_prod; [DR020696];                                |
|       |                        | Fixed It! Software, https://www.digitalriver.com/v2_c_MAIN.Entry97SP=10039&PN=1&s1=; [DR020730];                            |
|       |                        | Forward Design, https://www.digitalriver.com/v2c_MAIN.Entry9?SP=10039&PN=1&s1=; [DR020807];                                 |
|       |                        | Global Majic Software, Inc., http://www3.digitalriver.com/cgi-bin/Tango.cgi/digitalriver/gms/welcome.qry; [DR020915-20916]; |
|       |                        | Global Majic Software, Inc., https://www.digitalriver.com/v20/plsql/ee MAIN.Entry97SP=10039&PN=1&s1=; [DR020931]            |
|       |                        | Global Majic Software, Inc., http://www.digitalriver.com/v20IN.Entry?SID=129&SP=10007&CID=0; [DR020932-20933];              |
|       |                        | IDM Computer Services, https://www.digitalriver.com/v2_c_MAIN.Entrv9?SP=10039&PN=1&s1=; [DR021425];                         |
|       |                        | Incline Software, LC,/ec MAIN_Entry/SP=10007&SID=30196&CID=0&CUR=840&DSP=0&PGRP=0&CACHE ID; [DR021508];                     |
|       |                        | Innovation Multimedia, https://www.digita/river.com/v2c_MAIN.Entry97SP=10039&FN=1&s1=; [DR021688];                          |
|       |                        | Intelligent Technologies, https://www.digitalriver.com/v2c_MAIN.Entry9?SP=10039&PN=1&s1=; [DR021824];                       |
|       |                        | InterDimensions Corp., https://www.digitalrivet.com/v2c. MAIN.Entry97SP=10039&PN=1&s1=: [DR021884];                         |
|       |                        | IrwinWare, http://www.digitalri/ec MAIN Entry17c?SP=10007&PN=5&CID=0&SID=546&PID=24147;                                     |

| Claim<br>No. | Claim Language of U.S.<br>Patent No. 7.818.399 | Digital River Secure Sales System   |
|--------------|--|---|
|              | 1.010.070                                      | [DR021996];   |
|              |  | Olympus America, Inc., http://www.digitalriver.com/dt/v2/ec_MAIN.Entry/SP=10007&SID=54&CID=0: [DR022112-22116];       |
|              |  | Omnibus Typografi, http://www.digitalriver.com/dr/v2/ec_MAIN.Entry/SID=405&SP=10007&CID=0; [DR022212];                |
|              |  | Open Window Software, https://www.digitalriver.com/v2_c_MAIN.Entry97SP=10039&PN=1&s1=; [DR022232];                    |
|              |  | FileStream.com, Inc., http://www.digitalriv/ec_MAIN.Entryl7c?SP=10007&PN=5&CID=0&SID=124&PID=18660: [DR022291];       |
|              |  | FileStream.com, Inc., http://www.digitalriv/ec_MAIN.Entry17c?SP=10007&PN=5&CID=0&SID=124&PID=18267; [DR022295-22296]; |
|              |  | Parthenon Development Corp., https://www.digitalriver.com/dn/v2/ec_MAIN.Entry11?SP=10039&PN=1; [DR022379];            |
|              |  | DTP Direct, https://www.digitalriver.com/dr/v2/ec_MAIN.Entryl1/?SP=10039&PN=1; [DR022396];                            |
|              |  | KH Software Development, http://www.digitalriver.com/driv2/_10007&PN=5&CID=0&SID=912&PID=20301; [DR022595];           |
|              |  | KnoWare, Inc., wysiwyg://178/https://www.digitalrr/v2/ee_MAIN.Entry11?SP=10039&PN=1; [DR022645];                      |
|              |  | KnoWare, Inc., http://www3.digitalriver.com/cgi-b.,c/item/detail.gry?prod=XWI-60001-D1; [DR022671-22672];             |

#### Comparison of U.S. Patent No. 7,818,399 and Digital River Secure Sales System Prior Art

| Claim<br>No. | Claim Language of U.S.<br>Patent No. 7,818,399 | Digital River Secure Sales System  |
|--------------|--|--|
|              |  | Lateral Technologies, https://www.digitalriver.com/v2c_MAIN.Entry9?SP=10039&PN=1&s1=; [DR022714];                                |
|              |  | LatticeWork Software, http://www.digitalriver.com/dt/v2/ec_MAIN.Entryl7c?SP=10007&PN=5&CID=0&SID=255&PID=11972 [DR022732-22733]; |
|              |  | Live Picture, http://www3.digitalriver.com/cg_alriver/livepicture/welcome.gry; [DR023055];                                       |
|              |  | Live Picture, http://www3.digitalriver.com/diUserReference=D39AE4981060E05E; [DR023056-23057];                                   |
|              |  | http://www3.digitalriver.com/di&item=I.P!-5000-A1&Version=WIN95; [DR023058];   |
|              |  | http://www3.digitalriver.com/diE05E&function=formℴ=113646; [DR023059];   |
|              |  | WinSite, http://www.digitalriver.com/dr/v2/ec_MAIN.Master; [DR023093; DR023095];   |
|              |  | DTP Direct, http://www.digitalriver.com/dre_MAIN.Entry9?SP=10039&PN=1&s1=; [DR023202];   |
|              |  | M.Casco Associates, https://www.digitalriver.com/v2c MAIN.Entry9?SP=10039&PN=1&s1=: [DR023236];                                  |
|              |  | Mach5 Software, https://www.digitalniver.com/v2e_MAIN.Entry97SP=10039&PN=1&s1=; [DR023264]                                       |
|              |  | MacPEAK, http://www.digitalriver.com/dr/v2/ec_MAIN.Entryl7c?SP=10007&PN=5&CID=0&SID=37&PID=9749; [DR023328];                     |
|              |  | Magic Software, http://www.digitalrivever/magic3/welcome.grv; [DR023359];  |
|              |  | Markus Friberg Data, https://www.digitairiver.com/v2c_MAIN_Entry97SP=10039&PN=1&s1=; [DR023404];                                 |

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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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| Claim<br>No. | Claim Language of U.S.<br>Patent No. 7,818,399 | Digital River Secure Sales System  |
|--------------|--|--|
|              |  | Matchap Sports, https://www.digitalriver.com/v2. c_MAIN.Entry97SP=10039&PN=1&s1=; [DR023442];  |
|              |  | Medea International Limited, http://www.dicitalriver.com/dr/v2/ec_MAIN_Mester_[DR023746];  |
|              |  | KittyHawk Software, Inc., http://www3.digitalriver.com/cgi-bwk/itemdetail.grv?prod=KH-60002-A1; [DR023884];  |
|              |  | Mercury Interactive Corp., https://www.digitalriver.com/v2i/ec_Main.Entry117SP=10039&PN=1; [DR023887-23888];   |
|              |  | Morpheus Software, https://www.digitalriver.com/v2_c_MAIN_Entry9?SP=10039&PN=1&s1=: [DR024342];  |
|              |  | DTP Direct, https://www.digitalriver.com/drc_MAIN Entry97SP=10039&PN=1&s1=; [DR024360];  |
|              |  | M & R Technologies, Inc., https://www.digitalriver.com/v2c MAIN.Entry9?SP=10039&PN=1&s1=: [DR024369];  MSI Software, Inc., https://www.digitalriver.com/v2c MAIN.Entry9?SP=10039&PN=1&s1=: [DR024389];   |
|              |  | DTP Direct, https://www.digitalriver.com/drc_MAIN.Entry97SP=10039&PN=1&s1=; [DR024415];  |
|              |  | Mythic Images, https://www.digitalriver.com/v2c_MAIN.Entry9?SP=10039&PN=1&s1=; [DR024512];   |
|              |  | $\textit{Mythic Images}, \underline{\texttt{https://www.digitalriver.com/v2c.}} \\ \underline{\texttt{MAIN:Entry9?SP=10039\&PN=1\&s1=}}; [DR024532]; \\ \underline{\texttt{DR024532}}; \\ \underline{\texttt{MAIN:Entry9?SP=10039\&PN=1\&s1=}}; [DR024532]; [DR024532]; \\ \underline{\texttt{MAIN:Entry9?SP=10039\&PN=1\&s1=}}; [DR025532]; [DR025532]; \\ \underline{\texttt{MAIN:Entry9?SP=10039\&PN=1\&s1=}}; [DR025532]; [DR$ |
|              |  | NetFormation, Inc., https://www.digitalriver.com/v2c_MAIN.Entry9?SP=10039&PN=1&s1=: [DR024601];  |
|              |  | NetResults Corporation, https://www.digitalriver.com/v2_l/ec_MAIN.Entry117SP=10039&PN=1; [DR024649];   |

| Claim<br>No. | Claim Language of U.S.<br>Patent No. 7,818,399 | Digital River Secure Sales System  |
|--------------|--|--|
| ····NG.      | Patent No. (,818,399                           | DTP Direct, https://www.digitalriver.com/dr/v2/ec_MAIN.Entry117SP=10039&PN=1; [DR024675];                            |
|              |  | New Perspective Software, Inc., https://www.digitalriver.com/v2c MAIN.Entry9?SP=10039&PN=1&s1=; [DR024693];          |
|              |  | New Vision Technologies, Inc., https://www.digitalriver.com/v2c MAIN.Entry97SP=10039&PN=1&s1=; [DR024736];           |
|              |  | NiceTime Entertainment, https://www.digitalriver.com/v2_c_MAIN.Entry97SP=10039&PN=1&s1=; [DR024844];                 |
|              |  | Nordic Software, https://www.digitalriver.com/dr/v2/ec_MAIN.Entry11°SP=10039&PN=1; [DR024880];                       |
|              |  | 3DP Object Technology, Inc., https://www.digitalriver.com/v2e. MAIN Entry9?SP=10039&PN=1&s1=[DR025125];              |
|              |  | DTP Direct, https://www.digitairiver.com/dre MAIN.Entrv9/SP=10039&PN=1&s1=; [DR025142];                              |
|              |  | A. J. Enterprises, http://www.digitalriver.com/digitalriver/ajent/itemdetail.org/prod=AI-001; [DR025445-25446];      |
|              |  | Cyber 411, http://www3.digitalriver.com/cgi-bBASE73D1BF84D&function=search_prod; [DR025637];                         |
|              |  | Apple Mountain Software, https://www.digitalriver.com/v2c_MAIN.Entry97SP=10039&PN=1&s1=; [DR025786];                 |
|              |  | ARCaine Technology, http://www4.digitalriver.com/cgi-bin/Tanion-insert&item=ARC-60012-<br>AL&version=DC; [DR02S814]; |
|              |  | ARCaine Technology, http://invl.digitalriver.com/cgi-bin/uncgi/arcaine.htm; [DR025816];                              |
|              |  | ARCaine Technology, http://www4.digitalriver.com/cgi-bin/Tango.cgi/digitalriver/arcaine/welcome.q; [DR028821-25823]; |

| Claim<br>No. | Claim Language of U.S.<br>Patent No. 7.818,399 | Digital River Secure Sales System  |
|--------------|--|--|
|              |  | Artheats Software, http://www.digitalriver.com/dr/v2/ee_MAIN.Entry107PN=1&SP=10023&V1=11495; [DR025922];   |
|              |  | Atlanta Computer Resources, https://www.digitalriver.com/v2c_MAIN.Entry9?SP=10039&PN=1&s1=: [DR025990];  |
|              |  | Up To Par, http://www3.digitalriver.com/cgi-bs/itemdetail.qry?prod=AUT-03001-A1; [DR026068];   |
|              |  | Author Direct Shareware, https://www.digitalriver.com/v2c_MAIN.Entrv9?SP=10039&PN=1&s1=; [DR026163]; Best Effort Software, http://www.digitalriv./ec_MAIN.Entrv17e?SP=10007&PN=5&CID=0&SID=81&PID=17937; [DR026303]; |
|              |  | Best Effort Software, https://www.digitalriver.com/v2c MAIN.Entry97SP=10039&PN=1&sl=-[DR026323];   |
|              |  | BuenSoft Co., https://www.digitalriver.com/v2c_MAIN.Entry9?SP=10039&PN=1&s1=; [DR026516];  |
|              |  | I <sup>st</sup> Stop, http://www.lstopsoft.com/how2buy.htm; [DR001141-1143];   |
|              |  | ScheduleMaker, http://webarchive.org/web/20000303191644/www.craigsystems.com/:   |
|              |  | [DR026692];  |
|              |  | [DR026693]; and  |
|              |  | [DR026694].  |
|              |  | [DR034615-16] (data associated with source page Digital Frontiers stored on DR server).  |
|              |  | [DR034606-07] (data associated with source page Bitstream stored on DR server).  |

Comparison of U.S. Patent No. 7,818,399 and Digital River Secure Sales System Prior Art

| Claim Language of U.S.  | Digital River Secure Sales System   |
|---|---|
|   | G.  |
| 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. | Welcome to Bitstream, Inc., http://wwb.archive.org/web/1996/10/19044742/ww2.digitalriver.com/bit/index.html; and as reconstructed inserting referenced.gif files; [DR000028-31], [DR000032]; see also Facsimile from Andrea Rizzo of Bitstream, Inc., dated January 24, 1997; [DR00080-86] (forwarding copies of individual Digital River maintained pages for Bitstream online ordering system);  Seattle Support Group, http://www.digitalriver.com/digitalriver/Welcome.gry?type=Fid=1001; and |
|   | http://www.digitalriver.com/digitalriver/insertitem.qry/function=insert&item=CDPLV1-TOTW; [DR000039-50] (Correspondence from Yasuo Noshiro, dated August 2, 1996);       Pa Software, http://www.digitalriver.com/cgi-bA1&_UserReference=88DE7EC7E9BB083A; [DR000087-88];    DTP Direct Software Store, https://www.digitalriver.com/dre MAIN.Entry97SP=10039&PN=1&s1=;   |
|   | [DR000091];  2ask Software Store, http://www3.digitalriver.com/egi-bC958CCE254093&function=search_prod; [DR000094];   |
|   | Buycomp.com, http://www.digitalriver.com/dr/v2/ee_MAIN_Entry107V1=10029&PN=1 &xid=5452: [DR000104-111];  DTP Direct, http://www4.digitalriver.com/cgi-bin/Tango2.cgi/dealer/dtpdirect/home/gry?1d=1020&leve]=; [DR000112];  |
|   | MICROPROSE; [DR001002-1003];  Adaptec, Inc., http://www.digitalriver.com/dr/v2/ec_main.entry?sid=6734&sp=10007/&cid=0; [DR002313];  Sapient Software, http://www.digitalriver.com/dr/v2/ec_MAIN.Master; [DR011752-11753];  SFS Software, http://www.digitalriver.com/dr/v2/ec_MAIN.Entry10?PN=1&SP=10023&V1=10952;  |
|   | Patent No. 7.818,399 The method of claim 1 wherein at least one of the plurality of visually perceptible elements includes a set of navigational  |

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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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| Claim<br>No. | Claim Language of U.S.<br>Patent No. 7,818,399 | Digital River Secure Sales System  |
|--------------|--|--|
|              |  | Ositis Software; https://www.digitairiver.com/dr/v2/ec_MAIN.Entry117SP=10039&PN=1; [DR012171];                               |
|              |  | Net Namny; https://www.digitalriver.com/v2c MAIN.Entrv9?SP=10039&PN=1&s1=; [DR012399];                                       |
|              |  | Nesbitt Software Corporation, http://www.digitalriver.com/dr/v2/ec_MAIN.Master; [DR012486-12487];                            |
|              |  | Sunbow International, Inc.; http://www.digitalriver.com/dr/v2/ec_MAIN.Entry109PN=1&SP=10023&V1=19980; [DR012586];            |
|              |  | Valley of Fire Software, http://www.digitalrivet.com/dr/v2/ec_MAIN.Entry117SP=10039&PN=1; [DR013718-13720];                  |
|              |  | Wheeler Arts, http://www.digitalriver.com/dn/v2/ec_MAIN.Entry2SID=748&SP=10007&CID=0: [DR014452-14453];                      |
|              |  | Wilson Learning Corporation, https://www.digitalriver.com/dr/v2/ec_MAIN Entry9?SP=10039&PN=1&s1=; [DR014746-14747];          |
|              |  | Wilson Learning Corporation, https://www.digitalriver.com/dr/v2/ec_MAIN.Entry119SP=16039&PN=1; [DR014794];                   |
|              |  | Cyber 411, http://www3.digitalriver.com/cgi-b2AC16A60DCD29&function=search_prod: [DR015415];                                 |
|              |  | Encore Multimedia, https://www.digitalriver.com/v2c MAIN.Entry9?SP=10039&PN=1&s1=; [DR015956];                               |
|              |  | Extensis PhotoTools, http://www3.digislainver.com/cgi-b8FAASAEAB59B66B0&detail=phototools: [DR016261-16268; DR016300-16305]; |
|              |  | Peach Systems, http://www/digitalriver.com/dr/v2/ec_MAIN Entry10?PN=1&SP=16023&v1=114/9; [DR016499];                         |

| Claim | Claim Language of U.S. | Digital River Secure Sales System  |
|-------|------------------------|--|
| No.   | Patent No. 7,818,399   | Peak Technology Ltd.,<br>http://www.dtgitalriver.com/v20/plsqi/ec_Main.Entry/SP=10007&SID=15008&CID=0; [DR016550-16552]; |
|       |                        | PIM Sarl, https://www.digitalriver.com/dr/v2/ec_MAIN.Entry11?SP=10039&PN=1; [DR016751; DR016754-16755];                  |
|       |                        | PY Software, Inc., http://www.digitalriver.com/dr/v2/ec_MAIN.Entry107PN=1&SP=10023&V1=20061; [DR017056];                 |
|       |                        | RBC, Inc.; https://www.digitalriver.com/v2c_MAIN.Entry97SP=10039&PN=1&s1=; [DR017278];                                   |
|       |                        | Southern Software, Inc., http://www.digitalriver.com/dr/v2/ez_MAIN.Entry10?PN=1&SP=16023&V1=19092; [DR018660];           |
|       |                        | Spectrum Unlimited, http://www.dicitalriver.com/dr/v2/ec_Main_Entry2SP=10007&SID=399&CID=0&CUR=840; [DR019032];          |
|       |                        | Cat Computer Services (P) Ltd., https://www.digitalriver.com/v2c MAIN.Entry9?SP=10039&PN=1&s1=; [DR019161];              |
|       |                        | Cloud Drogon Designs, http://www.digitalriver.com/v20IN.Entry11?sp=10007&PN=1&xid=57; [DR019348];                        |
|       |                        | QRSMusic, https://www.digitalriver.com/v2c MAIN.Entrv9?SP=10039&PN=1&s1=; [DR020394];                                    |
|       |                        | QRSMusic, http://www3.digitalriver.com/cgi-bin/Tango.cgi/esd/QRSMusic/welcome.qrv?; [DR020395-20398];                    |
|       |                        | ParaMind, http://www.digitatriver.com/v2c_MAIN.Entry9?SP=10039&PN=1&s1=; [DR020638];                                     |
|       |                        | Cyber 411, http://www3.digitalriver.com/cgi-b2AC16A60DCD29&function-search_prod; [DR020696];                             |

| Claim<br>No. | Claim Language of U.S.<br>Patent No. 7.818.399 | Digital River Secure Sales System   |
|--------------|--|---|
| (40)         | £410H M. 7,010,377                             | Fixed It! Software, https://www.digitalriver.com/v2c_MAIN.Entry9?SP=10039&PN=1&s1=; [DR020730];                   |
|              |  | Forward Design, https://www.digitalriver.com/v2c MAIN.Entry97SP=10039&PN=1&s1=; [DR020807];                       |
|              |  | Global Majic Software, Inc., https://www.digitalriver.com/v20/plsqi/ec_MAIN.Entry97SP=10039&PN=1&s1=; [DR020931]; |
|              |  | Global Majic Software, Inc., http://www.digitalriver.com/v20IN.Entry?SID=129&SP=10007&CID=0; [DR020932-20933];    |
|              |  | IDM Computer Services, https://www.digitalriver.com/v2_c_C_MAIN.Entry97SP=10039&PN=1&s1=; [DR021425];             |
|              |  | Incline Software, LC,   |
|              |  | Innovation Multimedia, https://www.digitalriver.com/v2e_MAIN.Entry97SP=10039&PN=1&s1=; [DR021688];                |
|              |  | Intelligent Technologies, https://www.digitalriver.com/v2_c_MAIN.Entry97SP=10639&PN=1&s1=: [DR021824];            |
|              |  | InterDimensions Corp., https://www.digitalriver.com/v2c MAIN.Entry97SP=10039&PN=1&s1=; [DR021884];                |
|              |  | Olympus America, Inc., http://www.digitalriver.com/dr/v2/ec_MAIN.Entry?SP=16007&SID=64&CID=0; [DR022112-22116];   |
|              |  | FileStream.com, Inc., http://www.digitalriv/ec_MAIN.Entryl.7c?SP=10007&PN=5&CID=0&SID=124&PID=18660; IDR022291;   |

#### Comparison of U.S. Patent No. 7,818,399 and Digital River Secure Sales System Prior Art

| Claim<br>No. | Claim Language of U.S.<br>Patent No. 7,818,399 | Digital River Secure Sales System   |
|--------------|--|---|
|              |  | FileStream.com, Inc.,<br>http://www.digitalriv/ec_MAIN_Entryl7c?SP=10007&PN=5&CID=0&SID=124&PID=18267;<br>[DR022295-22296];       |
|              |  | Parthenon Development Corp., https://www.digitalriver.com/dr/v2/ec_MAIN.Entry11?SP=10039&PN=1; [DR022379];                        |
|              |  | DTP Direct, https://www.digitairiver.com/dr/v2/ec_MAIN.Entry11?SP=10039&PN=1; [DR022396];   |
|              |  | KH Software Development, http://www.digitalriver.com/dtr/v2/10007&PN=5&CID=0&SID=912&PID=20301; [DR022595];                       |
|              |  | KnoWare, Inc., wysiwyg://178/https://www.digitalrr/v2/ec_MAIN.Entryl1?SP=10039&PN=1; [DR022645];                                  |
|              |  | Lateral Technologies, https://www.digitalriver.com/v2c MAIN Entry9/SP=10039&PN=1&s1=: [DR022714];                                 |
|              |  | LatticeWork Software, http://www.digitalriver.com/dr/v2/ec MAIN.Entry17e?SP=10007&PN=5&CID=0&SID=255&PID=11972; [DR022732-22733]; |
|              |  | Live Picture, http://www3.digitalriver.com/cgalriver/livepicture/welcome.qty; [DR023055];   |
|              |  | Live Picture, http://www3.digitalriver.com/di UserReference=D39AE4981060E05E; [DR023056-23057];                                   |
|              |  | http://www3.digitalriver.com/di&item=LP!-5000-A1&-Version=WIN95; [DR023058];  |
|              |  | http://www3.digitalriver.com/diE05E&function=formℴ=113646; [DR023059];  |
|              |  | WinSite, http://www.digitalriver.com/dr/v2/ec_MAIN.Master; [DR023093; DR023095];  |

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#### Comparison of U.S. Patent No. 7,818,399 and Digital River Secure Sales System Prior Art

| Claim<br>No. | Claim Language of U.S.<br>Patent No. 7,818,399 | Digital River Secure Sales System   |
|--------------|--|---|
|              |  | DTP Direct, http://www.digitalriver.com/drc MAIN Entry9/SP=10039&PN=1&81=; [DR023202];                      |
|              |  | MCasco Associates, https://www.digitalriver.com/v2c MAIN.Entrv9?SP=16039&PN=1&s1=: [DR023236];              |
|              |  | Mach's Software, https://www.digitalriver.com/v2c_MAIN.Entry9?SP=16039&PN=1&s1=; [DR023264];                |
|              |  | Markus Friberg Data, https://www.digitalriver.com/v2c_MAIN.Entry9?SP=10039&PN=1&s1=; [DR023404];            |
|              |  | Matchup Sports, https://www.digitalriver.com/v2c MAIN.Entry97SP=10039&PN=1&s1=; [DR023442];                 |
|              |  | Medea International Limited, http://www.digitalriver.com/dr/v2/ec_MAIN.Master; [DR023746];                  |
|              |  | Mercury Interactive Corp., https://www.digitalriver.com/v2/ec_Main.Entryl1?SP=10039&PN=1; [DR023887-23888]; |
|              |  | Morpheus Software, https://www.digitalriver.com/v2c_MAIN.Entry97SP=10039&PN=1&s1=; [DR024342];              |
|              |  | DTP Direct, https://www.digitalriver.com/drc_MAIN.Entry9?SP=10039&PN=1&s1=; [DR024360];                     |
|              |  | M & R Technologies, Inc., https://www.digitalriver.com/v2c_MAIN_Entry97SP=10039&FN=1&s1=; [DR024369];       |
|              |  | MSI Software, Inc., https://www.digitalriver.com/v2c_MAIN.Entry97SP=10039&PN=1&s1=; [DR024389];             |
|              |  | DTP Direct, https://www.digitalriver.com/drc_MAIN_Entry9?SP=10039&PN=1&s1=; [DR024415];                     |
|              |  | Mythic Images, https://www.digitalriver.com/v2c_MAIN.Entry97SP=10639&PN=1&s1=; [DR024512];                  |

| Claim | Claim Language of U.S. | Digital River Secure Sales System   |
|-------|------------------------|---|
| No.   | Patent No. 7,818,399   | 9   |
|       |                        | Mythic Images, https://www.digitalriver.com/v2c_MAIN.Entry9?SP=10039&PN=1&s1=; [DR024532];                      |
|       |                        | NetFormation, Inc., https://www.digitalriver.com/v2_c_MAIN.Entry9?SP=10039&PN=1&s1=: [DR024601];                |
|       |                        | NetResults Corporation, https://www.digitalriver.com/v2l/ec_MAIN.Entry117SP=10039&PN=1; [DR024649];             |
|       |                        | DTP Direct, https://www.digitairiver.com/dr/v2/ec_MAIN.Entry11?SP=10939&PN=1; [DR024675];                       |
|       |                        | New Perspective Software, Inc., https://www.digitalriver.com/v2c MAIN.Entry9'SP=16039&PN=1&s1=; [DR024693];     |
|       |                        | New Vision Technologies, Inc., https://www.digitalriver.com/v2c_MAIN_Entry97SP=10039&PN=1&s1=: [DR024736];      |
|       |                        | NiceTime Entertainment, https://www.digitalriver.com/v2c MAIN Entry9/SP=10039&PN=1&s1=: [DR024844];             |
|       |                        | Nordie Software, https://www.digitalriver.com/de/v2/ec_MAIN.Entry117SP=10039&PN=1; [DR024880];                  |
|       |                        | 3DP Object Technology, Inc., https://www.digitalriver.com/v2e_MAIN.Entry9?SP=10039&PN=1&s1=; [DR025125];        |
|       |                        | DTP Direct, https://www.digitalriver.com/drc MAIN.Entry9?SP=10039&PN=1&s1=; [DR025142];                         |
|       |                        | A. J. Enterprises, http://www.digitalriver.com/digitalriver/ajent/itemdetail.gry/prod=AJ-001; [DR025445-25446]; |
|       |                        | Cyber 411, http://www3.digitalriver.com/cgi-bBASE73D1BF84D&function-search_prod; [DR025637];                    |
|       |                        | Apple Mountain Software, https://www.digitalriver.com/v2c_MAIN Entry97SP=16039&PN=1&s1=; [DR025786];            |

| Claim<br>No. | Claim Language of U.S.<br>Patent No. 7,818,399 | Digital River Secure Sales System  |
|--------------|--|--|
|              |  | ARCaine Technology, http://inv1.digitalriver.com/cgi-bin/uncgi/arcaine.htm; [DR025816];                  |
|              |  | Artbeats Software, http://www.digitalriver.com/dn/v2/ec_MAIN.Entry107PN=1&SP=10023&V1=11495; [DR025922]; |
|              |  | Atlanta Computer Resources, https://www.digitalriver.com/v2c_MAIN_Entry97SP=10039&PN=1&s1=; [DR025990];  |
|              |  | Author Direct Shareware, https://www.digitalriver.com/v2e, MAIN.Entry97SP=10039&PN=1&s1=; [DR026163];    |
|              |  | Best Effort Software, https://www.dicitalriver.com/v2c MAIN Entry9/SP=10039&PN=1&s1=; [DR026323];        |
|              |  | BuenSoft Co., https://www.digitalriver.com/v2c_MAIN.Entry9?SP=10039&PN=1&s1=; [DR026516];                |
|              |  | I <sup>st</sup> Stop, http://www.1stopsoft.com/how2buy.htm; [DR001141-1143];                             |
|              |  | Schedule Maker, http://webarchive.org/web/20000303191644/www.craigsystems.com/;                          |
|              |  | [DR026692];  |
|              |  | [DR026693]; and  |
|              |  | [DR026694].  |
| 7            | The method of claim 1                          | Welcome to Bitstream, Inc.,  |
|              | wherein the commerce                           | http://web.archive.org/web/19961019044742/ww2.digitalriver.com/bit/index.html; and as reconstructed      |
|              | object associated with the                     | inserting referenced .gif files; [DR000028-31], [DR000032]; see also Facsimile from Andrea Rizzo of      |
|              | link that has been activated                   | Bitstream, Inc., dated January 24, 1997; [DR000080-86] (forwarding copies of individual Digital River    |
|              | comprises information                          | maintained pages for Bitstream online ordering system);  |
|              | defining an electronic                         | Guil Guil Guil Guil Harden British (British (W.))  |
|              | catalog having a multitude of                  | Seattle Support Group, http://www.digitalriver.com/digitalriver/Welcome.gry?type=1+id=1001; and          |

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#### Comparison of U.S. Patent No. 7,818,399 and Digital River Secure Sales System Prior Art

|              | -   | •  |
|--------------|---|--|
| Claim<br>No. | Claim Language of U.S.<br>Patent No. 7,818,399  | Digital River Secure Sales System  |
|              | merchant offerings, and<br>wherein the second web   | http://www.digitalriver.com/digitalriver/insertitem.qry/function=insert&item=CDPLV1-TOTW; [DR000039-50] (Correspondence from Yasuo Noshiro, dated August 2, 1996); |
|              | page contains one or more<br>selectable navigation links<br>connecting a hierarchical set<br>of additional second web | I <sup>st</sup> Software, http://www3.digitalriver.com/cgi-bA1& UserReference=88DE7EC7E9BB083A; [DR000087-88];   |
|              | pages, each pertaining to a<br>subset of the offerings in the<br>catalog.   | DTP Direct Software Store, https://www.digitalriver.com/drc MAIN Entry97SP=10039&PN=1&s1=; [DR000091];   |
|              | outing.   | 2ask Software Store,<br>http://www3.digitalriver.com/cgi-bC958CCE254093&function=search_prod; [DR000094];  |
|              |   | Baycomp.com, http://www.digitalriver.com/dr/v2/ee_MAIN.Entry10?V1=10029&PN=1&xid=\$452; [DR000104-111];  |
|              |   | DTP Direct, http://www4.digitalriver.com/egi-bin/Tango2.cgi/dealer/dtpdirect/home/qry?1d=1020&level=; [DR000112];  |
|              |   | MICROPROSE; [DR001002-1003];   |
|              |   | Adaptec, Inc., http://www.digitalriver.com/dr/v2/ec_main.entrv/?sid=6734&sp=10007/&cid=0; [DR002313];  |
|              |   | Sapient Software, http://www.digitalriver.com/dr/v2/ec_MAIN.Master. [DR011752-11753];  |
|              |   | SFS Software, http://www.digitalriver.com/dr/v2/ee_MAIN.Entry10?PN=18.SP=10023&V1=10952; [DR011948];   |
|              |   | Ositis Software; https://www.digitalriver.com/dr/v2/ec_MAIN.Entryl17SP=10039&PN=1; [DR012171];   |
|              |   | Net Nanny; https://www.dicitalriver.com/v2_c_MAIN_Entry97SP=10039&PN=1&s1=; [DR012399];  |
|              |   | Nesbitt Software Corporation, http://www.digitalriver.com/dr/v2/ec_MAIN.Master, [DR012486-12487];  |

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#### Comparison of U.S. Patent No. 7,818,399 and Digital River Secure Sales System Prior Art

| Claim<br>No. | Claim Language of U.S.<br>Patent No. 7.818.399 | Digital River Secure Sales System  |
|--------------|--|--|
|              |  | Sunbow International, Inc.; http://www.digitalriver.com/dr/v2/ec_MAIN_Entry10?PN=1&SP=10023&V1=19980; [DR012586];            |
|              |  | Valley of Fire Software, http://www.dig:lia/river.com/dt/v2/ec_MAIN.Entrv11?SP=10039&FN=1: [DR013718-13720];                 |
|              |  | Wheeler Arts, http://www.digitalriver.com/dn/v2/ec_MAIN.Entry/SID=748&SP=10007&CID=0; [DR014452-14453];                      |
|              |  | Wilson Learning Corporation, https://www.digitalriver.com/dr/v2/ec_MAIN.Entry97SP=10039&PN=1&s1=; [DR014746-14747];          |
|              |  | Wilson Learning Corporation, https://www.digitalriver.com/dn/v2/ec_MAIN.Entry112SP=10039&PN=1; [DR014794];                   |
|              |  | Cyber 411, http://www3.digitalriver.com/egi-b2AC16A60DCD29&function=search_prod; [DR015415];                                 |
|              |  | Encore Multimedia, https://www.digitalriver.com/v2_c_MAIN.Entry97SP=10039&PN=1&s1=; [DR015956];                              |
|              |  | Extensis PhotoTools, http://www3.digitalriver.com/cgi-bSFAASAEAB59B66B0&detail=phototools; [DR016261-16268; DR016300-16305]; |
|              |  | Peach Systems, http://www/digitalriver.com/dr/v2/ec_MAIN.Entry107PN=1&SP=10023&v1=114/9; [DR016499];                         |
|              |  | Peak Technology Ltd., http://www.digitalriver.com/v20/pisql/ec_Main.Entry/SP=10007&SID=15008&CID=0; [DR016550-16552];        |
|              |  | PIM Sarl, https://www.digitairiver.com/dr/v2/ec_MAIN.Entry11?SP=10039&PN=1; [DR016751; DR016754-16755];                      |

| Claim<br>No.          | Claim Language of U.S.<br>Patent No. 7,818,399 | Digital River Secure Sales System   |
|-----------------------|--|---|
| 2224 <b>313</b> 10222 | 14tan 20 (010,197                              | PY Software, Inc., http://www.digitalriver.com/dr/v2/ec_MAIN.Entry107PN=1&SP=10023&V1=20061; [DR017056];  |
|                       |  | RBC, Inc.; https://www.digitalriver.com/v2c_MAIN.Entry97SP=10039&PN=1&s1=; [DR017278];  |
|                       |  | Southern Software, Inc., http://www.digitalriver.com/dtr/v2/ce_MAIN.Entry10?PN=1&SP=10023&V1=19092;; [DR018660];  |
|                       |  | Spectrum Unlimited, http://www.digitalriver.com/dr/v2/ec_Main.Entry/SP=10007&SID=399&CID=0&CUR=840; [DR019032];   |
|                       |  | Cat Computer Services (P) Ltd., https://www.digitalriver.com/v2_c_MAIN.Entry9?SP=10639&PN=1&si=; [DR019161];  |
|                       |  | Cloud Drogon Designs, http://www.digitalriver.com/v20IN.Entry117sp=10007&PN=1&xid=57: [DR019348];   |
|                       |  | QRSMusic, https://www.digitalriver.com/v2c_MAIN.Entry97SP=10039&PN=1&s1=; [DR020394];   |
|                       |  | QRSMusic, http://www3.digitalriver.com/cgi-bin/Tango.cgi/esd/QRSMusic/welcome.gry?; [DR020395-20398];   |
|                       |  | ParaMind, http://www.digitalriver.com/v2c_MAIN_Entry97SP=10039&PN=1&s1=; [DR020638];  |
|                       |  | Cyber 411, http://www3.digitalniver.com/cgi-b2AC16A60DCD29&function-search_prod; [DR020696];  |
|                       |  | Fixed It! Software, <a href="https://www.digitaltiver.com/v2_c_MAIN.Entry97SP=10039&amp;PN=1&amp;s1=;">https://www.digitaltiver.com/v2_c_MAIN.Entry97SP=10039&amp;PN=1&amp;s1=;</a> [DR020730]; |
|                       |  | Forward Design, https://www.digitalriver.com/v2c, MAIN Entry97SP=10039&PN=1&s1=: [DR020807];  |
|                       |  | Global Majic Software, Inc., https://www.digitalriver.com/v20/plsq/lec MAIN.Entry9?SP=10039&PN=1&s1=; [DR020931];   |

| Claim<br>No. | Claim Language of U.S.<br>Patent No. 7.818.399 | Digital River Secure Sales System   |
|--------------|--|---|
| (40)         | F416H (M. 7,010,373                            |   |
|              |  | Global Majic Software, Inc., http://www.digitalriver.com/v20IN.Entry/SID=129&SP=10007&CID=0; [DR020932-20933];        |
|              |  | IDM Computer Services, https://www.digitalriver.com/v2c_MAIN.Entry97SP=10039&PN=1&s1=; [DR021425];                    |
|              |  | Incline Software, LC,/ec MAIN.Entry/SP=10007&SID=30196&CID=0&CUR=\$40&DSP=0&PGRP=0&CACHE ID; [DR021508];              |
|              |  | Innovation Multimedia, https://www.digitalriver.com/v2c MAIN.Entrv97SP=10039&PN=1&s1=; [DR021688];                    |
|              |  | Intelligent Technologies, https://www.digitalriver.com/v2_c_MAIN.Entry97SP=16639&PN=1&s1=: [DR021824];                |
|              |  | InterDimensions Corp., https://www.digitalriver.com/v2c MAIN.Entry9?SP=16039&PN=1&s1=; [DR021884];                    |
|              |  | Olympus America, Inc., http://www.dizitalriver.com/dr/v2/ee_MAIN_Entry?SP=10007&StD=64&CID=0; [DR022112-22116];       |
|              |  | FileStream.com, Inc., http://www.digitalriv/cc MAIN.Entryl7c?SP=10007&PN=5&CID=0&SID=124&PID=18660; [DR022291];       |
|              |  | FileStream.com, Inc., http://www.digitalriv/cc MAIN.Entry17c?SP=10007&PN=5&CID=0&SID=124&PID=18267; [DR022295-22296]; |
|              |  | Parthenon Development Corp., https://www.digitalriver.com/dr/v2/ec_MAIN.Entryl 1?SP=10639&PN=1; [DR022379];           |

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#### Comparison of U.S. Patent No. 7,818,399 and Digital River Secure Sales System Prior Art

| Claim<br>No. | Claim Language of U.S.<br>Patent No. 7,818,399 | Digital River Secure Sales System  |
|--------------|--|--|
|              |  | DTP Direct, https://www.digitairiver.com/dr/v2/ec_MAIN.Entry11?SP=10039&PN=1; [DR022396];  |
|              |  | KH Software Development,<br>http://www.digitalriver.com/dt/v2/10007&PN=5&CID=0&SID=912&PID=20301; [DR022595];                      |
|              |  | KnoWare, Inc., wysiwyg://178/https://www.digitalrr/v2/ec_MAIN.Entryl1?SP=10039&PN=1; [DR022645];                                   |
|              |  | Lateral Technologies, https://www.digitalriver.com/v2_c_MAIN_Entry97SP=10039&PN=1&s1=; [DR022714];                                 |
|              |  | LatticeWork Software, http://www.digitalriver.com/dr/v2/ec_MAIN.Entryl17c?SP=160097&PN=5&CID=0&SID=255&PID=11972 [DR022732-22733]; |
|              |  | Live Picture, http://www3.digitalriver.com/cgalriver/livepicture/welcome.qrv. [DR023055];  |
|              |  | Live Picture, http://www3.digitalriver.com/diUserReference=D39AE4981060E05E; [DR023056-23057];                                     |
|              |  | http://www3.digitalriver.com/di&item=LPI-5000-A1&Version=WIN95; [DR023058];  |
|              |  | http://www3.digitalriver.com/diF05E&function=formℴ=113646; [DR023059];   |
|              |  | WinSite, http://www.digitairiver.com/dr/v2/ec_MAIN.Master; [DR023093; DR023095];   |
|              |  | DTP Direct, http://www.digitalriver.com/drc_MAIN_Entry9?SP=10039&PN=1&s1=; [DR023202];   |
|              |  | M.Casco Associates, https://www.dieitalriver.com/v2c MAIN.Entry9?SP=10039&PN=1&s1=: [DR023236];                                    |
|              |  | Mach5 Software, https://www.digitalriver.com/v2c MAIN.Entry97SP=10039&PN=1&s1=; [DR023264]   |

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#### Comparison of U.S. Patent No. 7,818,399 and Digital River Secure Sales System Prior Art

| Claim<br>No. | Claim Language of U.S.<br>Patent No. 7.818.399 | Digital River Secure Sales System   |
|--------------|--|---|
|              | #.41EII. 79L .1010.077                         | Markus Friberg Data, https://www.digitalriver.com/v2c_MAIN.Entry9/SP=10039&PN=1&s1=:<br>[DR023404];         |
|              |  | Matchap Sports, https://www.digitalriver.com/v2c_MAIN.Entry97SP=10039&PN=1&s1=; [DR023442];                 |
|              |  | Medea International Limited, http://www.digitalriver.com/dr/v2/ec_MAIN.Master; [DR023746];                  |
|              |  | Mercury Interactive Corp., https://www.digitalriver.com/v2i/ec_Main.Entry[17SP=10039&PN=1; [DR023887-2388]; |
|              |  | Morpheus Software, https://www.digitalriver.com/v2c MAIN.Entry97SP=10039&PN=1&s1=; [DR024342];              |
|              |  | DTP Direct, https://www.digitalniver.com/drc_MAIN Entry97SP=10039&PN=1&s1=; [DR024360];                     |
|              |  | M & R Technologies, Inc., https://www.digitalriver.com/v2c MAIN Entry97SP=10039&PN=1&s1=; [DR024369];       |
|              |  | MSI Software, Inc., https://www.digitalriver.com/v2c MAIN.Entry97SP=10039&PN=1&s1=; [DR024389];             |
|              |  | DTP Direct, https://www.digitalriver.com/drc_MAIN.Entry97SP=10039&PN=1&s1=; [DR024415];                     |
|              |  | Mythic Images, https://www.digitalriver.com/v2c MAIN.Entry9?SP=10039&PN=1&s1=; [DR024512];                  |
|              |  | Mythic Images, https://www.digitalriver.com/v2c_MAIN.Entry9?SP=10039&PN=1&s1=; [DR024532];                  |
|              |  | NetFormation, Inc., https://www.digitalriver.com/v2c MAIN.Entry9?SP=10039&PN=1&s1=; [DR024601];             |
|              |  | NetResults Corporation, https://www.digitalriver.com/v2_1/ec_MAIN.Entry11?SP=10039&PN=1; [DR024649];        |

| Claim<br>No. | Claim Language of U.S.<br>Patent No. 7,818,399 | Digital River Secure Sales System  |
|--------------|--|--|
|              |  | DTP Direct, https://www.digitairiver.com/driv2/ec_MAIN.Entry11?SP=10039&PN=1; [DR024675];                        |
|              |  | New Perspective Software, Inc., https://www.digitalriver.com/v2_c_MAIN_Entry9/SP=10039&PN=1&s1=; [DR024693];     |
|              |  | New Vision Technologies, Inc., https://www.digitalriver.com/v2c MAIN Entry97SP=10039&PN=1&s1=; [DR024736];       |
|              |  | NiceTime Entertainment, https://www.digitalriver.com/v2c_MAIN.Entry97SP=10039&PN=1&s1=; [DR024844];              |
|              |  | Nordic Software, https://www.digitalriver.com/dt/y2/ec_MAIN.Entry117SP=10039&PN=1; [DR024880];                   |
|              |  | 3DP Object Technology, Inc., https://www.digitalriver.com/v2c MAIN Entry9?SP=10039&PN=1&s1=, [DR025125];         |
|              |  | DTP Direct, https://www.digitairiver.com/drc_MAIN.Entry9?SP=10039&PN=1&s1=; [DR025142];                          |
|              |  | A. J. Enterprises, http://www.digitalriver.com/digitalriver/aient/itemdetail.orv/?prod=AJ-001; [DR025445-25446]; |
|              |  | Cyber 411, http://www3.digitalriver.com/cgi-bBASE73D1BF84D&function=search_prod; [DR025637];                     |
|              |  | Apple Mountain Software, https://www.digitalriver.com/v2c_MAIN.Eutry97SP=10039&PN=1&s1=; [DR025786];             |
|              |  | ARCaine Technology, http://invl.digitalriver.com/cgi-bin/unogi/arcaine.htm; [DR025816];                          |
|              |  | Artheats Software, http://www.digitalriver.com/dr/v2/ec_MAIN.Entry10?PN=1&SP=10023&V1=11495; [DR025922];         |

| Claim<br>No. | Claim Language of U.S.<br>Patent No. 7.818.399   | Digital River Secure Sales System   |
|--------------|--|---|
|              |  | Atlanta Computer Resources, https://www.digitalriver.com/v2c_MAIN.Entry9?SP=10039&PN=1&s1=; [DR025990]; |
|              |  | Author Direct Shareware, https://www.digitalriver.com/v2c MAIN.Entry97SP-10039&PN-1&s1=; [DR026163];    |
|              |  | Best Effort Software, https://www.digitalriver.com/v2e_MAIN.Entry97SP=10039&PN=1&s1=: [DR026323];       |
|              |  | BuenSoft Co., https://www.digitairiver.com/v2c_MAIN.Entry97SP=16039&PN=1&s1=: [DR026516];               |
|              |  | I <sup>st</sup> Stop, http://www.lstopsoft.com/how2buy.htm; [DR001141-1143];                            |
|              |  | ScheduleMaker, http://webarchive.org/web/20000303191644/www.craigsystems.com/;                          |
|              |  | [DR026692];   |
|              |  | [DR026693]; and   |
|              |  | [DR026694].   |
| 19           | A system useful in an<br>outsource provider serving<br>web pages offering<br>commercial opportunities,<br>the system comprising:   | See 1, supra.   |
| 19(a)        | (a) a computer store<br>containing data, for each of a<br>plurality of first web pages,<br>defining a plurality of<br>visually perceptible<br>elements, which visually<br>perceptible elements | See 1(a)-1(b), supra.   |
|              | correspond to the plurality of   |   |

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#### Comparison of U.S. Patent No. 7,818,399 and Digital River Secure Sales System Prior Art

| Claim   Claim Language of U.S. | Digital River Secure Sales System |
|--------------------------------|-----------------------------------|
| No. Patent No. 7,818,399       | บัญเสาหาน ระเมน รสเธรารูเนน       |
| 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.                          |                                   |

#### Comparison of U.S. Patent No. 7,818,399 and Digital River Secure Sales System Prior Art

| Claim | Claim Language of U.S.         | Digital River Secure Sales System |
|-------|--------------------------------|-----------------------------------|
| No.   | Patent No. 7,818,399           | Dignal river secure sales system  |
|       | 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;                     |                                   |
| 19(b) | (b) a computer server at the   | See 1(a)-1(c), supra.             |
|       | 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  |                                   |

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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 convention" 1

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 identified in Defendants' Amended Invalidity Contentions, the asserted claims as described in part below.

| Claim<br>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            | A method of an outsource provider serving<br>web pages offering commercial opportunities,<br>the method comprising:  | "Referring now to FIG. 1C there is shown PC Flowers & Gifts home page Web site 100 providing Internet consumers a variety of floral and gift purchasing opportunities." Column 6, lines 55-58.  |
|              |  | "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. |
|              |  | "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.   |
|              |  | Also see column 9, lines 5-51; FIGs. 11A-20.  |
| 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; (i) wherein each of the first web pages | The '666 Patent teaches  a link (e.g., label 21B1 in FIG. 21B; and label 11B3 in FIG. 11B)  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)  the second website page (e.g., http://homearts.pcflowers.com/; FIG. 21C; and http://pathfinder.pcflowers.com/; FIG. 11C)  |
|              | belongs to one of a plurality of web page  | "Each private label web site has on each page a custom icon that hyperlinks back to   |

<sup>&</sup>lt;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). [DFN70000001-0000053]

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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

| owners; (ii) wherein each of the first web pages displays at least one active link associated with a commerce object associated with a buying site." Column 12, lines 47-51.   |  |
|--|--|
| 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;  "A hypertext link 11A1 provides a jump to a Web site page 11B0, shown in I hypertext links, 11B2, 11B3, and 11B4, which provide jumps to Web site page related to the PC Flowers and Gifts marketing program for floral and gift ser which are co-branded with the participating Web site pattner, in this instance Pathfinder. "  "The Web site page 21B1 shown in FIG. 21B, which offers marketing services to clients. IT hypertext link 21B1 provides a jump to the PC Flowers & Gifts Web site page depicted in FIGS. 1C-10, but which have been customized in accordance with marketing partner's private label requirements." Column 9, lines 56-62; FIGs "The PC Flowers & Gifts web site pages are dynamically customized in accordance with the participating Internet site's setablish to the participating Web site. More specifically, the PC Flowers & Gifts Web pages are customized in both a graphic and a content format to take advantage consumers [sic] familiarity with the participating Internet site's setablish 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 page of the Internet site." Homearts", all the graphics and product categories the PC Flowers & Gifts Web site pages, available through a hypertext link find Homearts brand name." Column 5, lines 55-60. | r's web  IFIG. 11B, 00 contains ages, ages, ages, be site the ggs tith the 3s. 21A-C. Web site met site's ining unique the the site of the the so on each of |

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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

2

| Claim<br>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)         | automatically retrieving from a storage coupled<br>to the server pre stored data associated with the<br>source page; and then | "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.  "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.   |
|              |   | "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 & 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 &  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  & 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 though column 6, line 3. |
|              |   | "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   |

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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<br>No. | Claim Language of U.S. Patent No. 7,818,399 | Relevant Disclosure in U.S. Patent No. 6,141,666 ("the '666 patent")   |
|--------------|---|--|
|              |   | "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 FIG 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 wit 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, "Homearte". The fully customized header 1116 and footer 2117 are also used on We site pages 2200, 2300, 2400, 2500, 2600, 2700, 2800, 2900 and 3000." Column 9, life 3 - column 6, line 7; FIGS. 21C-30.  |
|              |   | "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 refle 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 si pages that are dynamically created with fully customized graphic and text features according to Homeards' 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 pag 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 I lines 8-26, FIG. 21C. |
|              |   | Also see column 9, lines 5-51; FIGs. 11A-20.   |
|              |   | 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, and the selected merchant is the vendor providing the flowers or other products (e.g., FTD (label 301), Nature's Bloom, and Flowers Dire From Grower in FIGs. 3, 13, and 23; Hickory Farms (labels 405 and 406), Russ (lab 407) in FIGs. 4, 14, and 24; FTD in FIGs. 5, 15, and 25; Nature's Bloom in FIGs. 9, 19A and 29A).  |

#### $Comparison \ of the \ U.S.\ Patent\ No.\ 7,818,399\ and\ U.S.\ Patent\ No.\ 6,141,666\ "Method\ and\ system\ for\ customizing\ marketing\ services\ on\ No.\ 1,818,399\ and\ U.S.\ Patent\ No$ networks communicating with hypertext tagging conventions

| Claim<br>No. | Claim Language of U.S. Patent No. 7,818,399   | Relevant Disclosure in U.S. Patent No. 6,141,666 ("the '666 patent")   |
|--------------|---|--|
|              |   | 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. |
| 1(c)         | automatically with the server computer generating and transmitting to the web browser a second web page that includes: () 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. | See also 3, infra.  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).   |
|              |   | "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.   |
|              |   | "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 tenst 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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#### 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<br>No. | Claim Language of U.S. Patent No. 7.818,399  | Relevant Disclosure in U.S. Patent No. 6,141,666 ("the '666 patent")  |
|--------------|--|---|
|              |  | "[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.  |
|              |  | "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 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.  Also see column 9, lines 5-51; FIGs. 11A-20. |
| 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.  | "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.   |
| 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 | "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",  |

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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<br>No. | Claim Language of U.S. Patent No. 7,818,399   | Relevant Disclosure in U.S. Patent No. 6.141,666 ("the '666 patent")   |
|--------------|---|--|
|              |   | transparently customizing Web site pages to take advantage of brand name recognition and customer loyalty." Column 5, lines 42-45.  Also see column 9, lines 5-51; FIGs. 11A-20.   |
| 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. | The '666 Patent teaches:  an active link (e.g., label 21B1 in FIG. 21B; and label 11B3 in FIG. 11B); and first web pages (e.g., http://homearts.com; FIGs. 21A-B; and http://pathfinder.com/; FIGs. 11A-B).  "Bach 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.  "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. " "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. "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 |

#### 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<br>No. | Claim Language of U.S. Patent No. 7,818,399   | Relevant Disclosure in U.S. Patent No. 6,141,666 ("the "666 patent")  |
|--------------|---|---|
| 2104         | page contains one or more selectable navigation links connecting a hierarchical set of additional | "Hickory Farms gournet foods", "bears by Russ", and "greeting cards on-line."  Column 7, lines 55-63.   |
|              | second web pages, each pertaining to a subset of<br>the offerings in the catalog.                 | "FIGS. 21C-30 show private labed 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" Column 9, lines 63-67.   |
|              |   | "[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.  |
|              |   | "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.   |
|              |   | Also see column 9, lines 5-51; FIGs. 11A-20 and FIG. 24   |
| 19           | A system useful in an outsource provider serving<br>web pages offering commercial opportunities,  | See 1, supra.   |
|              | the system comprising:  | "Referring now to FIG. 1C there is shown PC Flowers & Gifts home page Web site 100 providing Internet consumers a variety of floral and gift purchasing opportunities." Column 6, lines 55-58.  |
|              |   | "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. |
|              |   | "The automatic tracking of the participating or referring Internet sites is crucial to  |

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#### $Comparison \ of the \ U.S.\ Patent\ No.\ 7,818,399\ and\ U.S.\ Patent\ No.\ 6,141,666\ "Method\ and\ system\ for\ customizing\ marketing\ services\ on\ No.\ 1,818,399\ and\ U.S.\ Patent\ No$ networks communicating with hypertext tagging conventions

| Claim<br>No. | Chaim Language of U.S. Patent No. 7,818,399 | Relevant Disclosure in U.S. Patent No. 6.141.666 ("the '666 patent")  |
|--------------|---|---|
|              |   | 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.  |
|              |   | "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.  |
|              |   | "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 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. |

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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

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|---------------|--|--|
| Claim<br>No.  | Claim Language of U.S. Patent No. 7,818,399  | Relevant Disclosure in U.S. Patent No. 6,141,666 ("the '666 patent")   |
|               |  | Also see column 9, lines 5-51; FIGs. 11A-20.  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, and the selected merchants its he 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).  |
| 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 link that has been activated, and (B) the plurality of visually perceptible elements visually corresponding to the source page. | 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).  "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.  "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.  "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 |

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# $Comparison \ of the \ U.S.\ Patent \ No.\ 7,818,399 \ and \ U.S.\ Patent \ No.\ 6,128,655$ "Distribution mechanism for filtering, formatting and reuse of web based content" $^1$

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, U.S. Patent No. 6,128,655 anticipates and/or renders obvious, alone or in combination with other prior art identified in Defendants' Amended Invalidity Contentions, the asserted claims as described in part below.

| Claim<br>No. | Claim Language of U.S. Patent No. 7,818,399  | Relevant Disclosure in U.S. Patent No. 6.128,655 ("the '655 patent")   |
|--------------|--|--|
| 1            | A method of an outsource provider serving<br>web pages offering commercial opportunities,<br>the method comprising:  | The '655 patent discloses a method of an outsource provider serving web pages offering commercial opportunities.   |
| 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; | The '655 patent 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.  "These pieces of content are then recast into a new web page by means of an HTML template 121 that matches the look and feel of the hosting Web site. The new page includes the graphics of the hosting provider as well as the navigational features of the hosting site. This page is then sent 123 to the client 113 for presentation by the browser." Column 4, lines 57-63. |
|              |  | "Note also that navigational features 315 and 317 native to the hosting server have been added to the page: A background border 319 giving the hosting web site a distinctive look and feel has also been added." Column 6, lines 42-45.   |
|              |  | "A representative system in which the present invention is implemented is illustrated in FIG. 1. A plurality of Internet client machines 10 are connectable to a computer network Internet Service Provider (ISP) 12 via a network such as a dialup telephone network 14. As is well known, the dialup telephone network usually has a given, limited number of connections 16a-16n. ISP 12 interfaces the client machines 10 to the remainder of the network 18, which includes the hosting server 19 and a plurality of web content provider server machines 20. A client machine typically includes a suite   |

Unless noted, all citations in this chart are to U.S. Patent No. 6,128,655 "Distribution mechanism for filtering, formatting and reuse of web based content" by Fields, Hassinger and Hurley (filed Jul. 10, 1998, issued Oct. 3, 2000). [DFNDT0000054-0000076]

# 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<br>No. | Claim Language of U.S. Patent No. 7,818,399 | Relevant Disclosure in U.S. Patent No. 6,141,666 ("the '666 patent")  |
|--------------|---|---|
| N6.          |   | 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. As another example, all the graphics and product categories on each of the PC Flowers & 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 & 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 though column 6, line 3.  "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 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. |

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#### Comparison of the U.S. Patent No. 6,901,393 and U.S. Patent No. 6,128,655

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| Claim<br>No. | Claim Language of U.S. Patent No. 7,818,399  | Relevant Disclosure in U.S. Patent No. 6,128,655 ("the '655 patent")  |
|--------------|--|---|
|              |  | of known Internet tools, including a Web browser 13, to access the servers of the network and thus obtain certain services. These services include one-to-one messaging (e-mail), one-to-many messaging (bulletin board), on-line chat, file transfer and browsing. Various known Internet protocols are used for these services. Thus, for example, browsing is effected using the Hypertext Transfer Protocol (HTTP), which provides users access to multimedia files using Hypertext Marknp Langnage (HTML). The collection of servers that use HTTP comprise the World Wide Web, which is the Internet's multimedia information retrieval system.   |
|              |  | As shown in FIG. 2, the invention is a method and system for extracting Web-based content, especially, but not limited to, Web-based news articles, from content provider or source Web sites for use by the hosting or "pass-through" Web site. These articles typically are revenue-generating content for the publisher by carrying advertising banners above and/or below the article text. Therefore, the publishers must benefit from the arrangement provided by the hosting site to be interested in licensing their content for a low or no fee. As explained below, the web content provider maintains his ad revenue as the number of "hist" on the advertisements are maintained in a transparent manner. As the articles are also posted at the hosting site, ad revenues can actually increase since the ad impressions are being solicited from two sites rather than one." Column 3, line 55 through Column 4, line 24. |
|              | (i) wherein each of the first web pages belongs<br>to one of a plurality of web page owners; | The '655 patent discloses that each of the first web pages belongs to one of a plurality of web page owners.  |
|              |  | "If an agreed on set of tags used by the web content provider and hosting sites, 100% of Web documents are parseable. Thus, no intelligence is required from the pass through mechanism and no programming or scripting is required of the user. Special tags are embedded in the source of the targeted document(s) which identify the content areas. This allows a 'default' filter to be used that requires no customization beyond supplying it with the target URL. These special tags could take the form of HTML comments. In the future, the tags can be formalized as an XML Document Type Definition. It is envisioned that HTML editing programs used by the content provider can add the tags as the web content is created automatically.  |

#### Comparison of the U.S. Patent No. 6,901,393 and U.S. Patent No. 6,128,655

| Claim<br>No. | Claim Language of U.S. Patent No. 7,818,399 | Relevant Disclosure in U.S. Patent No. 6,128,655 ("the '655 patent")   |
|--------------|---|--|
|              |   | The speed of document retrieval is an issue with the invention, since in essence a single user's request for a document is transformed into two separate requests, with all the potential for bottlenecks that any Web transaction has. Caching can provide a partial solution, the title area, article body and other desired content can be cached locally on the hosting site, so that it can be delivered to the user more quickly. Ad source needs to be retrieved from the source site on a per-user basis to preserve the ad accounting process of many web sites. In addition, many ad systems serve ads based on the visitor's browser or other information." Col. 12:30-54.  |
|              |   | "As shown in FIG. 2, the invention is a method and system for extracting Web-based content, especially, but not limited to, Web-based news articles, from content provider or source Web sites for use by the hosting or "pass-through" Web site. These articles typically are revenue-generating content for the publisher by carrying advertising banners above and/or below the article text. Therefore, the publishers must benefit from the arrangement provided by the hosting site to be interested in licensing their content for a low or no fee. As explained below, the web content provider maintains his ad revenue as the number of "hits" on the advertisements are maintained in a transparent manner. As the articles are also posted at the hosting site, ad revenues can actually increase since the ad impressions are being solicited from two sites rather than one.   |
|              |   | During configuration, the pass through publisher 101 at the hosting site 103 is provided with the URLs 105 for the desired content provider web servers 107 and a set of filters 109 for the content publisher's document templates 111. For ease in illustration, a single client 113 and a single web content server 107 are depicted. However, the reader should understand that a plurality of clients and web content servers are typically interconnected through the agency of the hosting site. Upon a request 115 from a client 113 for a given web page, typically made through an HTTP request from the resident browser, the process for providing a page using the pass through mechanism begins. Next, after having established that the requested page originates at the web content server 107, the hosting site makes a request 117 for the page. Presuming that this is a first request for the web page or that a more up to date |

#### Comparison of the U.S. Patent No. 6,901,393 and U.S. Patent No. 6,128,655

| Claim<br>No. | Claim Language of U.S. Patent No. 7.818,399  | Relevant Disclosure in U.S. Patent No. 6,128,655 ("the '655 patent")   |
|--------------|--|--|
|              |  | version of the page is available at the web content provider than is cached locally, the page is returned 119. In today's web technology, the web page is typically an HTML file with references to the component. wav, .mov, gif and JPEG files which together make up the web page as perceived by the user. Secondary page components such as cascading style sheets and Java applets can also be accommodated by the invention. The list above is merely exemplary; any component on a web page can be extracted and recast into the hosting site context by the present invention. "Col. 4:10.49.         |
|              | (ii) wherein each of the first web pages displays<br>at least one active link associated with a<br>commerce object associated with a buying<br>opportunity of a selected one of a plurality of<br>merchants: and | The '655 patent discloses that 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.   |
|              |  | "These pieces of content are then recast into a new web page by means of an HTML template 121 that matches the look and feel of the hosting Web site. The new page includes the graphics of the hosting provider as well as the navigational features of the hosting site. This page is then sent 123 to the client 113 for presentation by the browser." Column 4, lines 57-63.   |
|              |  | "Note also that navigational features 315 and 317 native to the hosting server have been added to the page: A background border 319 giving the hosting web site a distinctive look and feel has also been added." Column 6, lines 42.45.   |
|              |  | "A representative system in which the present invention is implemented is illustrated in FIG. 1. A plurality of Internet client machines 10 are connectable to a computer network Internet Service Provider (ISP) 12 via a network such as a dialup telephone network 14. As is well known, the dialup telephone network usually has a given, limited number of connections 16a-16n. ISP 12 interfaces the client machines 10 to the remainder of the network 18, which includes the hosting server 19 and a plurality of web content provider server machines 20. A client machine typically includes a suite |
|              |  | of known Internet tools, including a Web browser 13, to access the servers of the network and thus obtain certain services. These services include one-to-one messaging (e-mail), one-to-many messaging (bulletin board), on-line chat, file transfer and browsing. Various known Internet protocols are used for these services. Thus, for  |

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### Comparison of the U.S. Patent No. 6,901,393 and U.S. Patent No. 6,128,655

| Claim       |   |  |
|-------------|---|--|
| Viam<br>No. | Claim Language of U.S. Patent No. 7,818,399   | Relevant Disclosure in U.S. Patent No. 6,128,655 ("the '655 patent")   |
|             |   | example, browsing is effected using the Hypertext Transfer Protocol (HTTP), which provides users access to multimedia files using Hypertext Marknp Language (HTML). The collection of servers that use HTTP comprise the World Wide Web, which is the Internet's multimedia information retrieval system.  |
|             |   | As shown in FIG. 2, the invention is a method and system for extracting Web-based content, especially, but not limited to, Web-based news articles, from content provider or source Web sites for use by the hosting or "pass-through" Web site. These articles typically are revenue-generating content for the publisher by carrying advertising banners above and/or below the article text. Therefore, the publishers must benefit from the arrangement provided by the hosting site to be interested in licensing their content for a low or no fee. As explained below, the web content provider maintains his ad revenue as the number of "his" on the advertisements are maintained in a transparent manner. As the articles are also posted at the hosting site, ad revenues can actually increase since the ad impressions are being solicited from two sites rather than one."  |
|             |   | Column 3:55-4:24   |
|             | (iii) wherein the selected merchant, the<br>outsource provider, and the owner of the first<br>web page are each third parties with respect to | The '655 patent 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.  |
|             | one other;  | "As shown in FIG. 2, the invention is a method and system for extracting Web-based content, especially, but not limited to, Web-based news articles, from content provider or source Web sites for use by the hosting or "pass-through" Web site. These articles typically are revenue-generating content for the publisher by carrying advertising banners above and/or below the article text. Therefore, the publishers must benefit from the arrangement provided by the hosting site to be interested in licensing their content for a low or no fee. As explained below, the web content provider maintains his ad revenue as the number of "hits" on the advertisements are maintained in a transparent manner. As the articles are also posted at the hosting site, ad revenues can actually increase since the ad impressions are being solicited from two sites rather than one. |

### Comparison of the U.S. Patent No. 6,901,393 and U.S. Patent No. 6,128,655

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| Claim<br>No. | Claim Language of U.S. Patent No. 7,818,399 | Relevant Disclosure in U.S. Patent No. 6,128,655 ("the '655 patent")   |
|--------------|---|--|
|              |   | During configuration, the pass through publisher 101 at the hosting site 103 is provided with the URLs 105 for the desired content provider web servers 107 and a set of filters 109 for the content publisher's document templates 111. For ease in illustration, a single client 113 and a single web content server 107 are depicted. However, the reader should understand that a plurality of clients and web content servers are typically interconnected through the agency of the hosting site. Upon a request 115 from a client 113 for a given web page, typically made through an HTTP request from the resident browser, the process for providing a page using the pass through mechanism begins. Next, after having established that the requested page originates at the web content server 107, the hosting site makes a request 117 for the page. Presuming that this is a first request for the web page or that a more up to date version of the page is available at the web content provider than is cached locally, the page is returned 119. In today's web technology, the web page is typically an HTML file with references to the component way, mov, gif and JPEG files which together make up the web page as perceived by the user. Secondary page components such as cascading style sheets and Java applets can also be accommodated by the invention. The list above is merely exemplary, any component on a web page can be extracted and recast into the hosting site context by the present invention. "Col. 4:10-49.  "The invention provides a mechanism which allows a hosting web site to provide a wide variety and great amount of third party Web content without incurring high licensing costs. Another benefit of the pags through system is in cost savings. Unlike a traditional system of licensing and republishing content, the hosting system does not require a large production staff since the republishing and re-styling of the content is automatic. A hosting system can provide a much faster production cycle and assure that the content does not quickly go "ou |
|              |   | A discussion of filter definition creation follows. The collection of document filters help the pass through engine understand the structure of a wide variety of web documents. The document filters can be created through several methods, including the analysis of the HTML source code, imbedded comments or delimiters and through comparisons with similar documents. Once the style of the web site is understood, a  |

#### Comparison of the U.S. Patent No. 6,901,393 and U.S. Patent No. 6,128,655

| Claim<br>No. | Claim Language of U.S. Patent No. 7,818,399 | Relevant Disclosure in U.S. Patent No. 6,128,655 ("the '655 patent")  |
|--------------|---|---|
|              |   | filter can be developed to look for the portion of the original document in which the hosting site is interested in reformatting. Inconsistencies in document style or structure can be neutralized by the use of custom code imbedded in the web page and detailed in the filter definition.   |
|              |   | A CGI or other program can be used to create filter definition files. FIG. 6 shows a user interface in which tags or text can be entered manually so that the pass through publisher can more easily parse a web content provider's web pages. In the browser window 501, client area 503 contains a plurality of controls for a set of desired components. Entry fields 505, 507, 509, 511, 513, 515, 517, 519 and 521 are respectively used to enter the filter name, the logo name, a copyright string, a beginning of the top banner ad, the ending of top banner ad, the beginning of the article text, the ending of the article text, the beginning of the bottom ad and the ending of the bottom ad. Note that certain items such as logo name and copyright string could be replacements for those which occur in the web page, rather than indicators of the desired content. |
|              |   | A set of check boxes 523 allows the filter designer to indicate which of these items he wishes to keep on the recast page. The table stripping check boxes 525 indicate whether table formatting should be stripped from certain areas of the content provider's page. Custom filter code can be entered in field 527. Field 529 allows the entry of custom code for filtering code behaviors outside the predefined filters. Special cases can be accommodated by adding a function in Perl, Java, JavaScript or a specialized filter scripting language. Push button 531 allows the user to change to a different filter definition.  |
|              |   | Each filter definition is stored in a filter definition database accessible by the pass through publisher. The publisher uses the filter definition to break the content into component parts: The title area, primary and secondary advertisements, and the content itself. The title area includes the title of the web page and is typically marked by HTML tags. The primary and secondary advertisements usually occur at the top and bottom of the web page, but may be located at different locations. They are typically marked in the HTML by tags or comments indicating an advertisement.  |

#### Comparison of the U.S. Patent No. 6,901,393 and U.S. Patent No. 6,128,655

| Claim<br>No. | Claim Language of U.S. Patent No. 7.818,399   | Relevant Disclosure in U.S. Patent No. 6.128,655 ("the '655 patent")   |
|--------------|---|--|
|              |   | Depending on various factors, such as the desired look and feel for the hosting web site, the cross-publishing agreement with the content provider, i.e. allowing for republishing certain types of web content but not others and the filter, the content may be very plain. A "bare bones" filter may strip out any extraneous links or "side bars" of information. Alternatively, the content may be a verbatim copy of a selected portion of the original web page.  |
|              |   | In addition to providing the system with information on separating the components of the document, filter definitions also include publisher specific information such as the logo or copyright statements and policies that should be used by the pass through publisher when formatting the new version of the document.   |
|              |   | Alternatively, the logo and copyright statements could be excerpted components like the title, ads and content.  |
|              |   | The filter definitions can also include the "policy" for a particular web content provider. Any number of policies can be established based on publisher, article, article section or any other distingnishing criteria that can be identified. Policies might govern whether content is licensed for use on an intranet, but not on the Internet, or vice versa, or both; how many times a document may be served off a host site; whether the publisher's ads should be passed through or not; what kind of eaching strategy should be applied; what cost each view of the article carries for the host site; and so on. The specific types of policies available will depend on the context in which pass-through is being used, whether as a commercial product, integrated into custom solutions, or bundled with other products." Col. 9:14 – 10:37. |
| 1(b)         | automatically retrieving from a storage coupled<br>to the server pre stored data associated with the<br>source page; and then | The '655 patent discloses automatically retrieving from a storage coupled to the server pre stored data associated with the source page.   |
|              | source page, and then   | "A representative system in which the present invention is implemented is illustrated in FIG. 1. A plurality of Internet client machines 10 are connectable to a computer network Internet Service Provider (ISP) 12 via a network such as a dialup telephone network 14. As is well known, the dialup telephone network usually has a given, limited number of connections 16a-16n. ISP 12 interfaces the client machines 10 to the   |

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#### Comparison of the U.S. Patent No. 6,901,393 and U.S. Patent No. 6,128,655

| Claim<br>No. | Claim Language of U.S. Patent No. 7,818,399 | Relevant Disclosure in U.S. Patent No. 6.128.655 ("the '655 patent")  |
|--------------|---|---|
| A.V.         |   | remainder of the network 18, which includes the hosting server 19 and a plurality of web content provider server machines 20. A client machine typically includes a suite of known Internet tools, including a Web browser 13, to access the servers of the network and thus obtain certain services. These services include one-to-one messagin (e-mail), one-to-many messaging (bulletin board), on-line chat, file transfer and browsing. Various known Internet protocols are used for these services. Thus, for example, browsing is effected using the Hypertext Transfer Protocol (HTTP), which provides users access to multimedia files using Hypertext Markny Language (HTML). The collection of servers that use HTTP comprise the World Wide Web, which is the Internet's multimedia information retrieval system.  |
|              |   | As shown in FIG. 2, the invention is a method and system for extracting Web-based content, especially, but not limited to, Web-based news articles, from content provide or source Web sites for use by the hosting or "pass-through" Web site. These articles typically are revenue-generating content for the publisher by carrying advertising barners above and/or below the article text. Therefore, the publishers must benefit from the arrangement provided by the hosting site to be interested in licensing their content for a low or no fee. As explained below, the web content provider maintains his ad revenue as the number of "hits" on the advertisements are maintained in a transparent manner. As the articles are also posted at the hosting site, ad revenues can actually increase since the ad impressions are being solicited from two sites rather tha one." Column 3, line 55 through Column 4, line 24. |
|              |   | "These pieces of content are then recast into a new web page by means of an HTML template 121 that matches the look and feel of the hosting Web site. The new page includes the graphics of the hosting provider as well as the navigational features of th hosting site. This page is then sent 123 to the client 113 for presentation by the browser." Column 4, lines 57-63.   |
|              |   | "Note also that navigational features 315 and 317 native to the hosting server have been added to the page. A background border 319 giving the hosting web site a distinctive look and feel has also been added." Column 6, lines 42-45.  |

# Comparison of the U.S. Patent No. 6,901,393 and U.S. Patent No. 6,128,655

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| Claim<br>No. | Claim Language of U.S. Patent No. 7,818,399 | Relevant Disclosure in U.S. Patent No. 6,128,655 ("the '655 patent")  |
|--------------|---|---|
|              |   | "The invention allows the hosting site to extract and recast any number or type of desired content elements from the web content provider page." Column 6, lines 49-51.   |
|              |   | "By abstracting the content from any particular content provider site and reformatting the content to the hosting site's format a consistent look and feel is maintained."  Column 13, lines 19-22.   |
|              |   | "Next, the pass through publisher 101 retrieves the filter definitions and policies from the filter database 109 for this particular content provider web site. Using the filters and the retrieved HTML page, the pass through publisher 101 parses the HTML source for desired components of the page. Typically, this is the title of the article, the ad banner or banners and the article text itself, although other items on the page are potentially desirable. These pieces of content are then recast into a new web page by means of an HTML template 121 that matches the look and feel of the hosting Web site. The new page includes the graphics of the hosting provider as well as the navigational features of the hosting site. This page is then sent 123 to the client 113 for presentation by the browser. In a typical web interaction between browser and server, once the browser receives the HTML page, it is suese additional requests for the component files such as gifs, e.g., ad banners. For the ad banners themselves, the new page preserves the call 125 back to the content provider so that the correct advertising content is presented. It is common that each request of a web page from a server can be refreshed with a different advertisement. |
|              |   | In this way, the end user receives a page with graphic and navigation features from the hosting Web site that has an embedded article from the publisher and an advertisement served from the publisher's site. The final result is content viewed by the end user in host site's native Web context, with an ad banner served from the original publisher, thereby preserving their revenue stream." Column 4, line 50 through Column 5, line 11.  |
|              |   | "In step 413, it is determined whether there is a suitable filter definition in the account folder for the content provider for the new page. As most pages in a web site share a common format and style, it is envisioned that a relatively small set of filter definitions   |

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#### Comparison of the U.S. Patent No. 6,901,393 and U.S. Patent No. 6,128,655

| Claim |   |  |
|-------|---|--|
| No.   | Claim Language of U.S. Patent No. 7,818,399 | Relevant Disclosure in U.S. Patent No. 6,128,635 ("the "655 patent")   |
|       |   | can be used for all of the pages from a particular site. If there is no existing filter definition suitable, in step 415, a new filter definition is created for the page. There is more discussion on the creation of filter definitions and policies below in connection with FIG. 6.  |
|       |   | In step 417, the page, i.e. URL is associated with the appropriate filter definition and in step 419 the appropriate changes to the account, URL and filter definition files are made. Optionally, the new page can be processed and cached as part of registration. Thus, in step 421, the filter definition is used by the pass through publisher to extract the desired portions of the page. In step 423, these portions of the page are cached for retrieval in the event of a client request. The process ends, step 425." Column 7, lines 16-33.  |
|       |   | "As mentioned above, the hosting site preferably caches content likely to be requested by a client to improve the speed and reliability of the hosting web site pages. In this way, if the document has not changed since the pass through publisher last polled the site, it is retrieved from the local cache after registering the "hit" on the remote server. This reduces Internet bandwidth requirements and improves performance on both the hosting web server and the web content provider server.  |
|       |   | However, for the process depicted in FIG. 5B, new content has been retrieved from the web content provider web server, step 451. Once the document content has been retrieved from the host provider, the filter database is searched for the appropriate filter definition, step 453, the filter definition kept for the web content provider. The information in the filter definition will help the pass through publisher parse the document structure of the web page, extracting the desired information. In step 457, a test is performed to determine whether the parsing was a success. |
|       |   | If a filter definition for the page or web content provider is not found, or the first attempt using the associated filter definition was not a success, the pass through publisher can fall back to a series of default filters which will assist in parsing the data, step 459. The hosting site will still be able to present the reformatted content, however,   |

#### Comparison of the U.S. Patent No. 6,901,393 and U.S. Patent No. 6,128,655

| Claim<br>No. | Claim Language of U.S. Patent No. 7,818,399 | Relevant Disclosure in U.S. Patent No. 6.128.655 ("the '655 patent")  |
|--------------|---|---|
|              |   | the process will not be as efficient as through an existing filter definition. This "best guess" approach utilizes several methods, including looking for common references to advertising engines, etc. As discussed below, the publisher can also look for a set of embedded tags indicating the desired content. Any document that a filter can not be found for can be logged, allowing staff to later create appropriate filter definitions. In practice, however, hosting sites employing the pass through technique will be able to define templates appropriate to all "rehosted" content. Most content provider sites employ a standard look and feel in their documents, allowing for filters that are appropriate for large numbers of documents found on a particular web site, if not every document on the entire provider web site." Column 7, line 47 through Column 8, line 18   |
|              |   | "The component HTML file, once extracted, separated, and post filtered is then reformatted into a new document in the style and context of the hosting web site, step 463. This is done by another component of the pass through publisher, a web publishing application that creates a "dynamic publishing template". The web publisher injects the excepted content, titles, copyright statements and logos as received from the post filtering process. In step 465, the desired components are cached, which may include components useful in determining the version of a web page, but are not used in the recast page. In step 467, the recast page is sent to the requesting client. The process ends, step 469. Once presented by the requesting browser, the content of the hosting web site appears seamless to the user, although it may originate at a plurality of web content provider sites as well as the hosting site itself." Column 8, lines 45-60. |
|              |   | "Each filter definition is stored in a filter definition database accessible by the pass through publisher. The publisher uses the filter definition to break the content into component parts: The title area, primary and secondary advertisements, and the content itself. The title area includes the title of the web page and is typically marked by HTML tags. The primary and secondary advertisements usually occur at the top and bottom of the web page, but may be located at different locations. They are typically marked in the HTML by tags or comments indicating an advertisement. Depending on various factors, such as the desired look and feel for the hosting web   |

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#### Comparison of the U.S. Patent No. 6,901,393 and U.S. Patent No. 6,128,655

| Claim | Claim Language of U.S. Patent No. 7.818,399  | Relevant Disclosure in U.S. Patent No. 6.128,655 ("the "655 patent")  |
|-------|--|---|
| No.   |  | site, the cross-publishing agreement with the content provider, i.e. allowing for republishing certain types of web content but not others and the filter, the content may be very plain. A "bare bones" filter may strip out any extraneous links or "side bars" of information. Alternatively, the content may be a verbatim copy of a selected portion of the original web page." Column 9, line 64 through Column 10, line 14   |
| 1(c)  | automatically with the server computer generating and transmitting to the web browser a second web page that includes: | The '655 patent discloses automatically with the server computer generating and transmitting to the web browser a second web page.  "By abstracting the content from any particular content provider site and reformatting the content to the hosting site's format a consistent look and feel is maintained."  Column 13, lines 19-22.  See also 3, infra.   |
|       | (i) information associated with the commerce object associated with the link that has been activated, and              | See also 3, 19,114.  The '655 patent discloses that the second webpage includes information associated with the commerce object associated with the link that has been activated.  "A representative system in which the present invention is implemented is illustrated in FIG. 1. A plurality of Internet client machines 10 are connectable to a computer network Internet Service Provider (ISP) 12 via a network such as a dialup telephone network 14. As is well known, the dialup telephone network usually has a given, limited number of connections 16a-16n. ISP 12 interfaces the client machines 10 to the remainder of the network 18, which includes the hosting server 19 and a plurality of web content provider server machines 20. A client machine typically includes a suite of known Internet tools, including a Web browser 13, to access the servers of the network and thus obtain certain services. These services include one-to-one messaging (e-mail), one-to-many messaging (bulletin board), on-line chat, file transfer and browsing. Various known Internet protocols are used for these services. Thus, for example, browsing is effected using the Hypertext Transfer Protocol (HTTP), which provides users access to multimedia files using Hypertext Marknp Language (HTML). The collection of servers that use HTTP comprise the World Wide Web, which is the Internet's multimedia information retrieval system. |

#### Comparison of the U.S. Patent No. 6,901,393 and U.S. Patent No. 6,128,655

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| Claim<br>No. | Claim Language of U.S. Patent No. 7,818,399 | Relevant Disclosure in U.S. Patent No. 6,128,655 ("the '655 patent")  |
|--------------|---|---|
|              |   | As shown in FIG. 2, the invention is a method and system for extracting Web-based content, especially, but not limited to, Web-based news articles, from content provider or source Web sites for use by the hosting or "pass-through" Web site. These articles typically are revenue-generating content for the publisher by carrying advertising banners above and/or below the article text. Therefore, the publishers must benefit from the arrangement provided by the hosting site to be interested in licensing their content for a low or no fee. As explained below, the web content provider maintains his ad revenue as the number of "hits" on the advertisements are maintained in a transparent manner. As the articles are also posted at the hosting site, ad revenues can actually increase since the ad impressions are being solicited from two sites rather than one." Column 3, line 55 through Column 4, line 24.  "By abstracting the content from any particular content provider site and reformatting the content to the hosting site's format a consistent look and feel is maintained."   |
|              |   | Column 13, lines 19-22.  "Next, the pass through publisher 101 retrieves the filter definitions and policies from the filter database 109 for this particular content provider web site. Using the filters and the retrieved HTML page, the pass through publisher 101 parses the HTML source for desired components of the page. Typically, this is the title of the article, the ad banner or banners and the article text itself, although other items on the page are potentially desirable. These pieces of content are then recast into a new web page by means of an HTML template 121 that matches the look and feel of the hosting Web site. The new page includes the graphics of the hosting provider as well as the navigational features of the hosting site. This page is then sent 123 to the client 113 for presentation by the browser. In a typical web interaction between browser and server, once the browser receives the HTML page, it issues additional requests for the component files such as .gifs, e.g., ad banners." Column 4, lines 50-66.  "Note also that navigational features 315 and 317 native to the hosting server have been added to the page. A background border 319 giving the hosting web site a distinctive look and feel has also been added." Column 6, lines 42-45. |

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#### Comparison of the U.S. Patent No. 6,901,393 and U.S. Patent No. 6,128,655

| Claim<br>No. | Claim Language of U.S. Patent No. 7,818,399 | Relevant Disclosure in U.S. Patent No. 6,128,655 ("the '655 patent")   |
|--------------|---|--|
|              |   | "In step 413, it is determined whether there is a suitable filter definition in the account folder for the content provider for the new page. As most pages in a web site share a common format and style, it is envisioned that a relatively small set of filter definitions can be used for all of the pages from a particular site. If there is no existing filter definition suitable, in step 415, a new filter definition is created for the page. There is more discussion on the creation of filter definitions and policies below in connection with FIG. 6.                            |
|              |   | In step 417, the page, i.e. URL is associated with the appropriate filter definition and in step 419 the appropriate changes to the account, URL and filter definition files are made. Optionally, the new page can be processed and cached as part of registration. Thus, in step 421, the filter definition is used by the pass through publisher to extract the desired portions of the page. In step 423, these portions of the page are cached for retrieval in the event of a client request. The process ends, step 425." Column 7, lines 16-33.  |
|              |   | "As mentioned above, the hosting site preferably caches content likely to be requested by a client to improve the speed and reliability of the hosting web site pages. In this way, if the document has not changed since the pass through publisher last polled the site, it is retrieved from the local cache after registering the "hit" on the remote server. This reduces Internet bandwidth requirements and improves performance on both the hosting web server and the web content provider server.  |
|              |   | However, for the process depicted in FIG. 5B, new content has been retrieved from the web content provider web server, step 451. Once the document content has been retrieved from the host provider, the filter database is searched for the appropriate filter definition, step 453, the filter definition kept for the web content provider. The information in the filter definition will help the pass through publisher parse the document structure of the web page, extracting the desired information. In step 457, a test is performed to determine whether the parsing was a success. |
|              |   | If a filter definition for the page or web content provider is not found, or the first attempt using the associated filter definition was not a success, the pass through  |

Comparison of the U.S. Patent No. 6,901,393 and U.S. Patent No. 6,128,655

| Claim | OLIV CYC D. W TRIGHO                        | D. N. H. W. M. W. (1907) 100 (177)   |
|-------|---|--|
| No.   | Claim Language of U.S. Patent No. 7,818,399 | Relevant Disclosure in U.S. Patent No. 6,128,655 ("the '655 patent")   |
|       |   | publisher can fall back to a series of default filters which will assist in parsing the data, step 459. The hosting site will still be able to present the reformatted content, however, the process will not be as efficient as through an existing filter definition. This "best guess" approach utilizes several methods, including looking for common references to advertising engines, etc. As discussed below, the publisher can also look for a set of embedded tags indicating the desired content. Any document that a filter can not be found for can be logged, allowing staff to later create appropriate filter definitions. In practice, however, hosting sites employing the pass through technique will be able to define templates appropriate to all "rehosted" content. Most content provider sites employ a standard look and feel in their documents, allowing for filters that are appropriate for large numbers of documents found on a particular web site, if not every document on the entire provider web site." Column 7, line 47 through Column 8, line 18 |
|       |   | "The component HTML file, once extracted, separated, and post filtered is then reformatted into a new document in the style and context of the hosting web site, step 463. This is done by another component of the pass through publisher, a web publishing application that creates a "dynamic publishing template". The web publisher injects the excerpted content, titles, copyright statements and logos as received from the post filtering process. In step 465, the desired components are cached, which may include components useful in determining the version of a web page, but are not used in the recast page. In step 467, the recast page is sent to the requesting client. The process ends, step 469. Once presented by the requesting browser, the content of the hosting web site appears seamless to the user, although it may originate at a plurality of web content provider sites as well as the hosting site itself." Column 8, lines 45-60.   |
|       |   | "Each filter definition is stored in a filter definition database accessible by the pass through publisher. The publisher uses the filter definition to break the content into component parts: The title area, primary and secondary advertisements, and the content itself. The title area includes the title of the web page and is typically marked by HTML tags. The primary and secondary advertisements usually occur at the top and bottom of the web page, but may be located at different locations. They are  |

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## Comparison of the U.S. Patent No. 6,901,393 and U.S. Patent No. 6,128,655

| Claim<br>No. | Claim Language of U.S. Patent No. 7.818,399   | Relevant Disclosure in U.S. Patent No. 6,128,655 ("the "655 patent")   |
|--------------|---|--|
|              |   | typically marked in the HTML by tags or comments indicating an advertisement. Depending on various factors, such as the desired look and feel for the hosting web site, the cross-publishing agreement with the content provider, i.e. allowing for republishing certain types of web content but not others and the filter, the content may be very plain. A "bare bones" filter may strip out any extraneous links or "side bars" of information. Alternatively, the content may be a verbatim copy of a selected portion of the original web page." Column 9, line 64 through Column 10, line 14  |
|              | (ii) a plurality of visually perceptible elements<br>derived from the retrieved pre stored data and<br>visually corresponding to the source page. | The '655 patent 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.  |
|              |   | "Next, the pass through publisher 101 retrieves the filter definitions and policies from the filter database 109 for this particular content provider web site. Using the filters and the retrieved HTML page, the pass through publisher 101 parses the HTML source for desired components of the page. Typically, this is the title of the article, the ad banner or banners and the article text itself, although other items on the page are potentially desirable. These pieces of content are then recast into a new web page by means of an HTML template 121 that matches the look and feel of the hosting Web site. The new page includes the graphics of the hosting provider as well as the navigational features of the hosting site. This page is then sent 123 to the client 113 for presentation by the browser. In a typical web interaction between browser and server, once the browser receives the HTML page, it issues additional requests for the component files such as .gifs, e.g., ad banners. For the ad banners themselves, the new page preserves the call 125 back to the content provider so that the correct advertising content is presented. It is common that each request of a web page from a server can be refreshed with a different advertisement. |
|              |   | In this way, the end user receives a page with graphic and navigation features from the hosting Web site that has an embedded article from the publisher and an advertisement served from the publisher's site. The final result is content viewed by the end user in host site's native Web context, with an ad banner served from the original publisher, thereby preserving their revenue stream." Column 4, line 50 through Column 5, line   |

## Comparison of the U.S. Patent No. 6,901,393 and U.S. Patent No. 6,128,655

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| Claim<br>No. | Claim Language of U.S. Patent No. 7,818,399   | Relevant Disclosure in U.S. Patent No. 6,128,655 ("the '655 patent")  |
|--------------|---|---|
| 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.   | 11.  "Note also that navigational features 315 and 317 native to the hosting server have been added to the page. A background border 319 giving the hosting web site a distinctive look and feel has also been added." Column 6, lines 42-45.  "The invention allows the hosting site to extract and recast any number or type of desired content elements from the web content provider page." Column 6, lines 49-51 The '655 patent 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.  "These pieces of content are then recast into a new web page by means of an HTML template 121 that matches the look and feel of the hosting Web site. The new page |
|              |   | includes the graphics of the hosting provider as well as the navigational features of the hosting site. This page is then sent 123 to the client 113 for presentation by the browser." Column 4, lines 57-63.  "Note also that navigational features 315 and 317 native to the hosting server have been added to the page. A background border 319 giving the hosting web site a  |
| 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. | distinctive look and feel has also been added." Column 6, lines 42-45.  This element is inherent or obvious in view of the prior art.   |
| 19           | A system useful in an outsource provider serving<br>web pages offering commercial opportunities,<br>the system comprising:  | See 1, supra.   |
| 19(a)        | (a) a computer store containing data, for each of   | See 1(a)-1(b), supra.   |

#### Comparison of the U.S. Patent No. 6,901,393 and U.S. Patent No. 6,128,655

| Claim<br>No. | Claim Language of U.S. Patent No. 7,818,399  | Relevant Disclosure in U.S. Patent No. 6,128,655 ("the '655 patent") |
|--------------|--|--|
|              | a plurality of first web pages, defining a plurality<br>of visually perceptible elements, which visually<br>perceptible elements correspond to the plurality<br>of first web pages;                              |  |
|              | (i) wherein each of the first web pages belongs<br>to one of a plurality of web page owners;   | See 1(a)-1(b), supra.  |
|              | (ii) wherein each of the first web pages displays<br>at least one active link associated with a<br>commerce object associated with a buying<br>opportunity of a selected one of a plurality of<br>merchants; and | See 1(a)-1(b), supra.  |
|              | (iii) wherein the selected merchant, the<br>outsource provider, and the owner of the first<br>web page displaying the associated link are each<br>third parties with respect to one other;                       | See 1(a)-1(b), supra.  |
| 19(b)        | (b) a computer server at the outsource provider,<br>which computer server is coupled to the<br>computer store and programmed to:   | See 1(a)-1(c), supra.  |
|              | (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), supra.  |
|              | (ii) automatically identify as the source page the<br>one of the first web pages on which the link has<br>been activated;  | See 1(a)-1(c), supra.  |
|              | (iii) in response to identification of the source<br>page, automatically retrieve the stored data<br>corresponding to the source page; and   | See 1(a)-1(c), supra.  |
|              | (iv) using the data retrieved, automatically<br>generate and transmit to the web browser a<br>second web page that displays:   | See 1(a)-1(c), supra.  |
|              | (A) information associated with the commerce object associated with the link that has been activated, and  | See 1(a)-1(c), supra.  |

Comparison of the U.S. Patent No. 6,901,393 and U.S. Patent No. 6,128,655

Claim Claim Language of U.S. Patent No. 7,818,399 Relevant Disclosure in U.S. Patent No. 6,128,655 ("the '655 patent") (B) the plurality of visually perceptible elements | See 1(a)-1(c), supra. visually corresponding to the source page.

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#### $Comparison \ of \ U.S.\ Patent\ No.\ 7,818,399\ and\ U.S.\ Patent\ No.\ 5,991,740\ ``Data\ processing\ system\ for\ integrated\ tracking\ and\ management\ of\ Management\ o$ commerce related activities on a public access network" 1

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. 5,991,740 anticipates and/or renders obvious, alone or in combination with other prior art identified in Defendants' Amended Invalidity Contentions, the asserted claims as described in part below.

| Claim<br>No. | Claim Language of U.S. Patent No. 7,818,399  | Relevant Disclosure in U.S. Patent No. 5,991,740 (bereinafter ***740 Patent**)   |
|--------------|--|--|
| 1            | A method of an outsource provider serving web<br>pages offering commercial opportunities, the<br>method comprising:  | "The second established method of raising revenue by a Site Owner is to place banner ads on the web pages promoting a third party's goods or services." Column 4, lines 47-49; FIG. 5A.  |
| 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, (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; | "These promotional banners further include embedded code, creating a link to the sponsoring third party—hereinafter called the 'Merchant.'" Column 4, lines 49-52; FIG. 5B.  "At the Merchant's server, the specific goods are made available for purchase. This involves the use of secured transactions, via a credit card or other payment vehicle to order the goods with delivery by any one of the available delivery services (land or air)." Column 4, lines 60-65.  "[T]he USER begins the process by visiting a Site Owner block 20, such as one of the main web pages On this web page, a banner ad (text link or icon) is displayed to the USER promoting for example sneakers The link then continued interestly string appended to the HTTP entry, and possibly a "cookie" placed on their system." Column 5, lines 17-29; FIG. 1.  "USERS that access the banner are transferred to Merchant's web page, via the embedded link and may be presented with the ability to make a purchase directly from the Merchant [where] the specific goods are made available for purchase." Column 4, lines \$2-62; FIGs. 6A, 6B. |

Unless noted, all citations in this chart are to U.S. Patent No. 5991,740 "Data processing system for integrated tracking and management of commerce related activities on a public access network" by Stephen Dale Messer (filed Jun. 10, 1997, issued Nov. 23, 1999). [DFNDT0000115-

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#### $Comparison \ of \ U.S.\ Patent\ No.\ 7,818,399\ and\ U.S.\ Patent\ No.\ 5,991,740\ ``Data\ processing\ system\ for\ integrated\ tracking\ and\ management\ of\ the processing\ patents of\ the processing\ patents of\ the processing\ patents\ pate$ commerce related activities on a public access network"

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| Claim<br>No. | Claim Language of U.S. Patent No. 7,818,399   | Relevant Disclosure in U.S. Patent No. 5.991,740 (hereinafter ""740 Patent")   |
|--------------|---|--|
|              |   | "Co-branding of products/services is also efficiently accomplished in the foregoing environment. Co-branding is the marketing or sales of two products through a single promotion. The system controlling software on the Clearinghouse server includes a "merge" algorithm that takes two or more images and combines these into an aesthetically acceptable presentation. For example, the resulting banner on the Merchant site will include a "return" button to go back to the originating Site Owner." Column 9, line 64 – column 10, line 5.  |
|              |   | "Some web sites are considered "Content Providers" (or "Site Owners," i.e., those in control of one or more web sites) as they include one or more web pages having information that is of interest to USERS during a browsing session. These Site Owners currently have at least two mechanisms for generating revenues. The first involves the charging of a subscription fee to the visiting USERS somewhat akin to a magazine subscription. This mode of revenue generation is not particularly relevant to the present invention The second site of interest is the Merchant's server, the specific goods are made available for purchase. This involves the use of secured transactions, via a credit card or other payment vehicle to order the goods with delivery by any one of the available delivery services (land or air). To implement the present invention, programming is installed on the Merchant's server that is capable of tracking the number of visits by USERS that are precipitated by links with banner ads. Alteruatively, the USER may be transferred back to the Clearinghouse for completion of the actual purchase transaction." Column 4, line 37 through column 5, line 3. |
|              |   | The owner of the first web page is the Content Provider or Site Owner, the outsource provider is the Merchant, and the selected merchant is the supplier, distributor, or manufacturer of the products sold on the Merchant webpage. It well-known to a person skilled in the art as of the filing date of the '740 Patent that a Merchant on its Merchant Site can sell products of third parties as well as its own products.  |
| 1(b)         | automatically retrieving from a storage coupled<br>to the server pre stored data associated with the<br>source page; and then | "These promotional banners further include embedded code, creating a link to the sponsoring third party—hereinafter called the 'Merchant.'" Column 4, lines 49-52; FIG. 5B.  |

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#### Comparison of U.S. Patent No. 7,818,399 and U.S. Patent No. 5,991,740 "Data processing system for integrated tracking and management of commerce related activities on a public access network"

| Claim<br>No. | Claim Language of U.S. Patent No. 7.818,399  | Relevant Disclosure in U.S. Patent No. 5,991,740 (hereinafter **740 Patent*)  |
|--------------|--|---|
|              |  | "The second site of interest is the Merchant's server. At the Merchant's server, the specific goods are made available for purchase." Column 4, lines 60-62; FIG. 6B.   |
|              |  | "[T]he USER begins the process by visiting a Site Owner block 20, such as one of the main web pages On this web page, a banner ad (text link or icon) is displayed to the USER promoting for example sneakers The link then continues directly to the Merchant block 40. During the linking process, the USER has an identifier query string appended to the HTTP entry, and possibly a "cookie" placed on their system." Column 5, lines 17-29; FIG. 1.  |
|              |  | "USERS that access the banner are transferred to Merchant's web page, via the embedded link and may be presented with the ability to make a purchase directly from the Merchant [where] the specific goods are made available for purchase." Column 4, lines 52-62; FIGs. 6A, 6B.   |
|              |  | "Co-branding of products/services is also efficiently accomplished in the foregoing environment. Co-branding is the marketing or sales of two products through a single promotion. The system controlling software on the Clearinghouse server includes a "merge" algorithm that takes two or more images and combines these into an aesthetically acceptable presentation. For example, the resulting banner on the Merchant site will include a "return" button to go back to the originating Site Owner." Column 9, line 64 – column 10, line 5. |
| 1(c)         | automatically with the server computer generating and transmitting to the web browser a second web page that includes: (f) 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. | See also 3, infra.  "[T]he USER begins the process by visiting a Site Owner block 20, such as one of the main web pages On this web page, a banner ad (text link or icon) is displayed to the USER promoting for example sneakers The link then continues directly to the Merchant block 40. During the linking process, the USER has an identifier query string appended to the HTTP entry, and possibly a "cookie" placed on their system." Column 5, lines 17-29; FIG. 1.  |
|              |  | "Co-branding of products/services is also efficiently accomplished in the foregoing environment. Co-branding is the marketing or sales of two products through a single promotion. The system controlling software on the Clearinghouse server includes a   |

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# Comparison of U.S. Patent No. 7,818,399 and U.S. Patent No. 5,991,740 "Data processing system for integrated tracking and management of commerce related activities on a public access network"

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| Claim<br>No. | Claim Language of U.S. Patent No. 7,818,399   | Relevant Disclosure in U.S. Patent No. 5.991.740 (hereinafter ***740 Patent**)  |
|--------------|---|---|
|              |   | to the Merchant site, i.e., whether that USER had been directed to the Merchant site by more than one banner ad before the purchase was made. If so, a sharing or priority plan may be required. Once these terms have been implemented, final accounting for the Merchant and Site Owner is implemented including payment of commission and recording all transaction details. In this way, valuable records detailing the activity of select barners in terms of revenue are created allowing for accurate assessment of promotional impact." Column 9, lines 12-26.  |
| 19           | A system useful in an outsource provider serving web pages offering commercial opportunities, the system comprising:  | See 1, supra.  "The second established method of raising revenue by a Site Owner is to place banner ads on the web pages promoting a third party's goods or services." Column 4, lines 47-49; FIG. 5A.  |
| 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; (1) 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; | See 1(a)-1(b), supra.  "These promotional banners further include embedded code, creating a link to the sponsoring third party—hereinafter called the 'Merchant.'" Column 4, lines 49-52; FIG. 5B.  "At the Merchant's server, the specific goods are made available for purchase. This involves the use of secured transactions, via a credit card or other payment vehicle to order the goods with delivery by any one of the available delivery services (land or air)." Column 4, lines 60-65.  "[T]he USER begins the process by visiting a Site Owner block 20, such as one of the main web pages On this web page, a banner ad (text link or icon) is displayed to the USER promoting for example sneakersThe link then continues directly to the Merchant block 40. During the linking process, the USER has an identifier query string appended to the HTTP entry, and possibly a "cookie" placed on their system." Column 5, lines 17-29; FIG. 1. |
|              |   | "USERS that access the banner are transferred to Merchant's web page, via the embedded link and may be presented with the ability to make a purchase directly from  |

#### Comparison of U.S. Patent No. 7,818,399 and U.S. Patent No. 5,991,740 "Data processing system for integrated tracking and management of commerce related activities on a public access network"

| Claim<br>No. | Claim Language of U.S. Patent No. 7,818,399   | Relevant Disclosure in U.S. Patent No. 5.991,740 (hereinafter ***740 Patent*)   |
|--------------|---|---|
|              |   | "merge" algorithm that takes two or more images and combines these into an aesthetically acceptable presentation. For example, the resulting banner on the Merchant site will include a "return" button to go back to the originating Site Owner." Column 9, line 64 – column 10, line 5.   |
| 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.   | "Co-branding of products/services is also efficiently accomplished in the foregoing environment. Co-branding is the marketing or sales of two products through a single promotion. The system controlling software on the Clearinghouse server includes a "merge" algorithm that takes two or more images and combines these into an aesthetically acceptable presentation. For example, the resulting banner on the Merchant site will include a "return" button to go back to the originating Site Owner." Column 9, line 64 – column 10, line 5.   |
| 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. | "It is yet another object of the present invention to provide a data processing system that monitors transactions and organizes information in a manner that allows for a variety of novel commission, marketing, advertising and servicing arrangements." Column 3, lines 18-22.  "During the linking process, the USER has an identifier query string appended to the HTTP entry, and possibly a "cookie" placed on their system. These act as a marker to permit tracking of the USER by the Merchant and Clearinghouse, determine if and when the USER was involved in a purchase, and how to allocate the purchase commission to the Site Owner." Column 5, lines 28-32. |
|              |   | "If, however, the USER makes the purchase ("Yes" to test 800), information relating to the purchase and the USER are transferred back to the Clearinghouse server, block 820. Sales particulars including all co-promotion and commission payment are then calculated in accordance with stored protocols, block 850." Column 9, lines 5-10.  |
|              |   | "As discussed previously, after information is received about the purchase at the Clearinghouse server, a commission determination is calculated. The commission will be a factor of several variables including the original arrangement worked out between the Merchant and the Site Owner, and the qualification of the USER in terms of access  |

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# Comparison of U.S. Patent No. 7,818,399 and U.S. Patent No. 5,991,740 "Data processing system for integrated tracking and management of commerce related activities on a public access network"

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| Claim<br>No. | Claim Language of U.S. Patent No. 7,818,399 | Relevant Disclosure in U.S. Patent No. 5.991,740 (hereinafter "740 Patent")  |
|--------------|---|--|
|              |   | the Merchant [where] the specific goods are made available for purchase." Column 4, lines 52-62; FIGs. 6A, 6B.   |
|              |   | "Co-branding of products/services is also efficiently accomplished in the foregoing environment. Co-branding is the marketing or sales of two products through a single promotion. The system controlling software on the Clearinghouse server includes a "merge" algorithm that takes two or more images and combines these into an aesthetically acceptable presentation. For example, the resulting banner on the Merchant site will include a "return" button to go back to the originating Site Owner." Column 9, line 64 – column 10, line 5.  |
|              |   | "Some web sites are considered "Content Providers" (or "Site Owners," i.e., those in control of one or more web sites) as they include one or more web pages having information that is of interest to USERS during a browsing session. These Site Owners currently have at least two mechanisms for generating revenues. The first involves the charging of a subscription fee to the visiting USERS somewhat akin to a magazine subscription. This mode of revenue generation is not particularly relevant to the present invention The second site of interest is the Merchant's server, the specific goods are made available for purchase. This involves the use of secured transactions, via a credit card or other payment vehicle to order the goods with delivery by any one of the available delivery services (land or air). To implement the present invention, programming is installed on the Merchant's server that is capable of tracking the number of visits by USERS that are precipitated by links with banner ads. Alternatively, the USER may be transferred back to the Clearinghouse for completion of the actual purchase transaction." Column 4, line 37 through column 5, line 3. |
|              |   | The owner of the first web page is the Content Provider or Site Owner, the outsource provider is the Merchant, and the selected merchant is company manufacturing the products sold on the Merchant webpage. It well-known to a person skilled in the art as of the filing date of the '740 Patent that a Merchant on its Merchant Site can sell products of third parties as well as its own products.  |

#### Comparison of U.S. Patent No. 7,818,399 and U.S. Patent No. 5,991,740 "Data processing system for integrated tracking and management of commerce related activities on a public access network"

| Claim<br>No. | Claim Language of U.S. Patent No. 7,818,399  | Relevant Disclosure in U.S. Patent No. 5,991,740 (hereinafter ***740 Patent*)  |
|--------------|--|--|
| 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. | "These promotional banners further include embedded code, creating a link to the sponsoring third party—hereinafter called the 'Merchant.'" Column 4, lines 49-52; FIG. 5B.  "The second site of interest is the Merchant's server. At the Merchant's server, the specific goods are made available for purchase." Column 4, lines 60-62; FIG. 6B.  "[T]he USER begins the process by visiting a Site Owner block 20, such as one of the main web pages On this web page, a banner ad (text link or icon) is displayed to the USER promoting for example sneakers The link then continues directly to the Merchant block 40. During the linking process, the USER has an identifier query string appended to the HTTP entry, and possibly a "cookie" placed on their system." Column 5, lines 17-29; FIG. 1.  "USERS that access the banner are transferred to Merchant's web page, via the embedded link and may be presented with the ability to make a purchase directly from the Merchant [where] the specific goods are made available for purchase." Column 4, lines 52-62; FIGs. 6A, 6B.  "Co-branding of products/services is also efficiently accomplished in the foregoing environment. Co-branding is the marketing or sales of two products through a single promotion. The system controlling software on the Clearinghouse server includes a "merge" algorithm that takes two or more images and combines these into an aesthetically acceptable presentation. For example, the resulting banner on the Merchant site will include a "return" button to go back to the originating Site Owner." Column 9, line 64 – column 10, line 5. |

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### Comparison of the U.S. Patent No. 7,818,399 and Sextoy.com Prior Art

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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.com2, (hereinafter "Sextoy") anticipates and/or renders obvious, alone or in combination with other prior art identified in Defendants' Amended Invalidity Contentions, the asserted claims as described in part below.

| Claim<br>No. | Claim Language of U.S. Patent No. 7,818,399   | Relevant Disclosure in Sextov.com Prior Art  |
|--------------|---|--|
| 1            | A method of an outsource provider serving<br>web pages offering commercial opportunities,<br>the method comprising: | "Promote your own sextoy site!  We will rnn 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 Archive3).4-5 [DFNDT000945-000946] |

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]

Sextops sex tops adult xxx ..., 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://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 as archived by the Internet Archive (see note 4)). [Document 21]

Banner.html, http://web.archive.org/web/19990910044933/http://www.sextoyfun.com/cgibin/convbrowse.cgi?102&cnv/banner.html (September 10, 1999 version of Banner.html as archived by the Internet Archive (see note 4)). [DFNDT0001003]

- 2 WHOIS Record for sextoy.com, http://www.networksolutions.com/whois/results.jsp?whoistoken=11 (last visited August 8, 2006) (sextoy.com was first registered on May 2, 1995 and is owned by Convergence, Inc). [DFNDT0001060-1061]
- 3 For more information about the Internet Archive and web pages archived therein, see Internet Archive Frequently Asked Questions, http://www.archive.org/about/faqs.php. [DFNDT0001048-1059]

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#### Comparison of the U.S. Patent No. 7,818,399 and Sextoy.com Prior Art1

- 1 Also see Cyber-Sex-Toys Main Menu ..., 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/yoursite.html; and The Agreement http://web.archive.org/web/19970607071136/www.sextoy.com/yoursite/agreemnt.html. [DFNDT000952-000956]
- Cyber-Sex-Toys Main Menu ..., 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/yoursite.html; and The Agreement, http://web.archive.org/web/19970711072555/www.sextoy.com/yoursite/agreemnt.html. [DFNDT000957-000961]
- Cyber-Sex-Toys..., 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/yoursite.html; Banners to Promote your own sextoy site,
- http://web.archive.org/web/19971019020942/www.sextov.com/yoursite/banner.html; and The Agreement,
- http://web.archive.org/web/19971019020936/www.sextoy.com/yoursite/agreemnt.html. [DFNDT000962-000968]
- Cyber-Sex-Toys..., 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://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/19981203014933/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://web.archive.org/web/19981207071712/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://web.archive.org/web/19981212021024/http://sextoy.com/ (December 12, 1998 version of sextoy.com as archived by the Internet Archive (see note 4)) and related pages including. Free business opportunity to make money from commission with xxx adult sextors, http://web.archive.org/web/19981212032701/www.sextoyfun.com/. [DFNDT000076-000079]
- Sextoys sex toys adult xxx ..., 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://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]
- $\textit{Promote your own sextoy site}, \\ \texttt{http://web.archive.org/web/19990203092949/sextoy.com/cnv/cnv.html} \ (\text{February 3, 1999 version of instructions for 19990203092949/sextoy.com/cnv/cnv.html}) \ (\text{February 3, 1999 version of instructions for 19990203092949/sextoy.com/cnv/cnv.html}) \ (\text{February 3, 1999 version of instructions for 19990203092949/sextoy.com/cnv/cnv.html}) \ (\text{February 3, 1999 version of instructions for 19990203092949/sextoy.com/cnv/cnv.html}) \ (\text{February 3, 1999 version of instructions for 19990203092949/sextoy.com/cnv/cnv.html}) \ (\text{February 3, 1999 version of instructions for 19990203092949/sextoy.com/cnv/cnv.html}) \ (\text{February 3, 1999 version of instructions for 19990203092949/sextoy.com/cnv/cnv.html}) \ (\text{February 3, 1999 version of instructions for 19990203092949/sextoy.com/cnv/cnv.html}) \ (\text{February 3, 1999 version of instructions for 19990203092949/sextoy.com/cnv/cnv.html}) \ (\text{February 3, 1999 version of instructions for 19990203092949/sextoy.com/cnv/cnv.html}) \ (\text{February 3, 1999 version of instructions for 19990203092949/sextoy.com/cnv/cnv.html}) \ (\text{February 3, 1999 version of instructions for 19990203092949/sextoy.com/cnv/cnv.html}) \ (\text{February 3, 1999 version of instructions for 19990203092949/sextoy.com/cnv/cnv.html}) \ (\text{February 3, 1999 version of instructions for 19990203092949/sextoy.com/cnv/cnv.html}) \ (\text{February 3, 1999 version of instructions for 19990203092949/sextoy.com/cnv/cnv.html}) \ (\text{February 3, 1999 version of instructions for 19990203092949/sextoy.com/cnv/cnv.html}) \ (\text{February 3, 1999 version of instructions for 19990203092949/sextoy.com/cnv/cnv.html}) \ (\text{February 3, 1999 version of instructions for 19990203092949/sextoy.com/cnv/cnv.html}) \ (\text{February 3, 1999 version of instructions for 19990203092949/sextoy.com/cnv/cnv.html}) \ (\text{February 3, 19990203092949/sextoy.com/cnv/cnv.html}) \ (\text{February 3, 19990203092949/sextoy.com/cnv/cnv.html}) \ (\text{February 3, 19990203090409/sextoy.com/cnv/cnv.html}) \ (\text{February 3, 1999020090409/sextoy$ creating your own sextoys 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/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. [DFNDT000984-000989]
- Sextops sex tops adult xxx ..., 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 PX01DOCS/705931.1

#### Comparison of the U.S. Patent No. 7,818,399 and Sextoy.com Prior Art

4 Also see Lewis Perdue, EroticaBiz How Sex Shaped the Internet 5-6 (IdeaWorx 2002), available at http://www.eroticabiz.com/ ("Actual profits from an affiliate system had to wait until David Levine built SexTovFun (www.sextovfun.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 etailing.

[T]he v-commerce operation pioneered by Levine offers ... [a] central e-supplier provid[ing] an online "catalog" from which the vcommerce 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 rnn 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 voommerce.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 (Iconomy, Vitessa) or trying to re-invent themselves into another category that would attract more venture capital (esaler 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 ecommerce on the Internet something that has eluded hundreds of venture-financed etailers 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). [DFNDT0001048-0001059]: also see WHOIS Record for sextoyfun.com, http://www.networksolutions.com/whois/results.jsp?whoistoken=13 (last visited Augnst 8, 2006) (sextoyfun.com was first registered on September 9, 1998) [DFNDT0001065-0001068]

- <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 Mall 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
- 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 fulfilment [sic] and then send the affiliate a commission check each month for the sales in their store.") [DFNDT0001078-0001079]

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6 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<br>No. | Claim Language of U.S. Patent No. 7,818,399   | 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 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, 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>6</sup> ). [DFNDT000947]  |
| 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, (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 merchant; 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; | "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 sectoy site, 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."  Banners to Promote your own sextoy site, http://web.archive.org/web/19980517011218/sextoy.com/cnv/banner.html (May 17, 1998 version of sextoy.com/cnv/banner.html as archived by the Internet Archive <sup>7</sup> ).  [DFNDT000948-000949] |
|              |   | 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).  |
|              |   | "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   |

<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<br>No. | Claim Language of U.S. Patent No. 7.818,399 | Relevant Disclosure in Sextoy.com Prior Art   |
|--------------|---|---|
|              |   | [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 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.   |
|              |   | Back To(your site name)     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") 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]   |
|              |   | "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] |
|              |   | "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  |

<sup>9</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

|   | 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, http://web.archive.org/webl19980517011212/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> ). [DFNDT000947]  It is well know 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 o Covergence, Inc., the owner and operator of sextoy.com, is "[r]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 keep 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., Febrnary 4, 1998 version (emphasis removed). [DFNDT0001080-0001081]  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 Covergence, Inc., and the merchant is the supplier, distributor, or manufacturer of the products.  |
| automatically retrieving from a storage coupled to the server pre stored data associated with the source page; and then | "To get started as soon as possible: Please email the information below to us now dml@sextoy.com. Or you can fax it to (617) 666 3421."  Promote your own sextoy site, May 17, 1998 version (emphasis removed).   |
|   | to the server pre stored data associated with the   |

<sup>8</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<br>No. | Claim Language of U.S. Patent No. 7.818,399  | Relevant Disclosure in Sextoy.com Prior Art  |
|--------------|--|--|
|              |  | your toy site."  Banners to Promote your own sextoy site, http://web.archive.org/web/19980517011218/sextoy.com/cnv/banner.html (May 17, 1998 version of sextoy.com/cnv/banner.html as archived by the Internet Archive <sup>9</sup> ). [DFNDT000948-000949]  |
| 1(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. | See also 3, infra.  "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 sectoy site, 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."  Banners to Promote your own sextoy site, http://web.archive.org/web/19980517011218/sextoy.com/cnv/banner.html (May 17, 1998 version of sextoy.com/cnv/banner.html as archived by the Internet Archive 10). [DFNDT000948-000949]  |
|              |  | "To get started as soon as possible: Please email the information below to us now dml@sextoy.com. Or you can fax it to (617) 666 3421."  Promote your own sextoy site, 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   |

<sup>10</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<br>No. | Claim Language of U.S. Patent No. 7,818,399   | Relevant Disclosure in Sextoy.com Prior Art  |
|--------------|---|--|
| 23.04        |   | actual HTML if you like). If you want to serve a logo or image, either forward us th 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 war 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.   |
|              |   | Back To(your site name)     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" Also, if you want to insert an image for the background either forward the image to 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]  |
| 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. | "What would you like at the top of the front page of your sextoy site? (You can sub 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 we 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.  |
|              |   | Back To(your site name)     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";   |

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### Comparison of the U.S. Patent No. 7,818,399 and Sextoy.com Prior Art

| Claim<br>No. | Claim Language of U.S. Patent No. 7,818,399  | Relevant Disclosure in Sextoy.com Prior Art  |
|--------------|--|--|
| 200          |  | and more.  Edible Sex - Edible undies, edible condoms, penis pasta and more.  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). 11 [DFNDT000950-000951]   |
| 19           | A system useful in an outsource provider serving web pages offering commercial opportunities, the system comprising:   | See 1, supra.  "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]  "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."  More information - Promote your own sextoy site, May 17, 1998 version.  [DFNDT000947] |
| 19(a)        | (a) a computer store containing data, for each of<br>a plurality of first web pages, defining a plurality<br>of visually perceptible elements, which visually<br>perceptible elements correspond to the plurality<br>of first web pages; (i) wherein each of the first | See 1(a)-1(b), supra.  "To get started as soon as possible: Please email the information below to us now dml@sextoy.com. Or you can fax it to (617) 666-3421."   |

same products (in the same product categories) were also available at Sextoys sex toys adult xxx ..., http://web.archive.org/web/20000408212358/http://www.sextoy.com/ (April 8, 2000 version of www.sextoy.com as archived by the Internet Archive (see note 4))). [DFNDT0001073-0001077]

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#### Comparison of the U.S. Patent No. 7,818,399 and Sextoy.com Prior Art

|              | Comparison of the Cast 1 atent 100-1500,577 and sexby com 1 for Art   |  |  |
|--------------|---|--|--|
| Claim<br>No. | Claim Language of U.S. Patent No. 7,818,399   | Relevant Disclosure in Sextoy.com Prior Art  |  |
|              |   | 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]  |  |
| 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. | 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]  "Also, as long as you are using images to promote our sextoy site (sic) you can borrow images from your toy site."  Banners to Promote your own sextoy site, May 17, 1998 version. [DFNDT000948-000949]  "Webmasters - Earu commission for selling sextoys." Sextoys sex toys adult xxx, May 17, 1998 version. [DFNDT000950-000951]  The visitor from the host website could search categories of products including vibrators, toys for men, bondage, pleasure kits, or lotions, creams, and oils.  "  Vibrator and Stimulator World - Realistic Cocks, Massagers, Strap-Ons, Vibrating eggs, and more.  Toys For Men - Pumps, Vaginas, Cock Rings, Strap-On Penises, Blow job simulators, and more.  Bondage Fantasy - Restraints, Body jewelry, Swings, and more.  Butt Of Course - a Variety of anal stimulators including Inflatable, Ejaculating, and Climax Beads.  Pleasure Kits - Special occasion gift kits and variety kits for stimulation.  Female, Male, and Animal - Love Dolls. The best selection in cyberspace.  Lotions, Creams, and Oils - For lubrication, flavor, massage, desensitization |  |

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## Comparison of the U.S. Patent No. 7,818,399 and Sextoy.com Prior Art

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| Claim<br>No. | Claim Language of U.S. Patent No. 7,818,399   | Relevant Disclosure in Sextoy.com Prior Art  |
|--------------|---|--|
|              | web pages belongs to one of a plurality of web<br>page owners; (ii) wherein each of the first web   | Promote your own sextoy site, May 17, 1998 version (emphasis removed). [DFNDT000945-000946]  |
|              | 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; | "What would you like at the top of the front page of your sextoy site? (You can submactual 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 war 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.   |
|              |   | Back To(your site name)     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" Also, if you want to insert an image for the background either forward the image to 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]  |
|              |   | It is well know 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 Covergence, Inc., the owner and operator of sextoy.com, is "[r]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 keep |
|              |   | 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 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.)   |

The products and organization of the Sextoys sex toys adult xxx ... webpage at 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/sextoys/index.html [DFNDT0001072-0001074] (April 19, 2000 version of www.bluetrouble.com/sextoys/index.html as archived by the Internet Archive (See note 4)) (bluetrouble.com was an affiliate of sextoy.com, the

#### Comparison of the U.S. Patent No. 7,818,399 and Sextoy.com Prior Art

| Claim<br>No, | Claim Language of U.S. Patent No. 7.818,399   | Relevant Disclosure in Sextoy.com Prior Art  |
|--------------|---|--|
|              |   | [DFNDT0001080-0001081]  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 Covergence, Inc., and the merchant is the supplier, distributor, or manufacturer of the products.  |
| 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 link that has been activated, associated with the link that has been activated, associated with the visually perceptible elements visually corresponding to the source page. | See 1(a)-1(c), supra.  "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]  "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."  Banners to Promote your own sextoy site, May 17, 1998 version. [DFNDT000948-000949]  "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]  "We have been drop shipping sextoys from web-generated orders since Febrnary 1995. Thanks to our huge selection, user-friendly web site, great prices, quick customer service, reliable shipping, and easy secure pawment options, we consistently out sell |

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#### Comparison of the U.S. Patent No. 7,818,399 and One & Only Articles Prior $\rm Art^{1\cdot\,2}$

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Based upon 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 Infringement Contentions served April 15, 2011, One & Only Internet Personals at www.one-and-only.com, anticipate and/or render obvious, alone or in combination with other prior art identified in Defendants' Amended Invalidity Contentions, the asserted claims as described in part below.

| Claim<br>No. | Claim Language of U.S. Patent No. 7.818,399   | Relevant Disclosure in One & Only Articles Prior Art ("One & Only")  |
|--------------|---|--|
| 1            | A method of an outsource provider serving<br>web pages offering commercial opportunities,<br>the method comprising: | One & Only was an e-commerce outsourcing solution for other companies or individual website operators (hereinafter "associates"), which allowed associates to have a personals website under their own name with the same look and feel as their own website. 3-4-5  "Consider, for instance, matchmaker site One & Only. The site, which launched in 1996, makes half of its money from an affiliate network with more than 8,000 members." Whit Andrews, Partners in Affiliate Marketing Straggle With Branding Issues, Internet World, April 13, 1998. [DFNDT0001690-0001692, DFNDT0001712-0001715] |
| 1(a)         | automatically at a server of the outsource  | "In an affiliate program, interested Web sites register with merchants to recommend  |

 $<sup>^{\</sup>rm I}$  See also the prior art identified in the invalidity contentions for the One & Only Network Prior Art.

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#### Comparison of the U.S. Patent No. 7,818,399 and Sextoy.com Prior Art

| Claim<br>No. | Claim Language of U.S. Patent No. 7,818,399 | Relevant Disclosure in Sextoy.com Prior Art  |
|--------------|---|--|
|              |   | any other sextoy sites in cyberspace."  More information - Promote your own sextoy site, May 17, 1998 version (emphasis removed). [DFNDT000947]  |
|              |   | "To get started as soon as possible:<br>Please email the information below to us now dml@sextoy.com. Or you can fax it to<br>(617) 666 3421."  |
|              |   | Promote your own sextoy site, 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 subnatual 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.  |
|              |   | Back To(your site name)     Your site address http://web.archive.org/web/19980517004S30/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 Also, if you want to insert an image for the background either forward the image to or tell us the URL where the image is will be served from. |
|              |   | Promote your own sectoy site, May 17, 1998 version (emphasis removed). [DFNDT000945-000946]  |

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#### Comparison of the U.S. Patent No. 7,818,399 and One & Only Articles Prior Art

| Claim Claim Language of U.S. Patent No. 7,818.399  | Relevant Disclosure iu One & Only Articles Prior Art ("One &Only")  |
|--|---|
| provider, in response to activation, by a web<br>browser of a computer user, of a link displayed | items for sale. Then they establish lists of merchandise on their sites, and when users click through to buy, the referring Web site gets a cut of the sale." |
| by one of a plurality of first web pages,  | Whit Andrews, Partners in Affiliate Marketing Struggle With Branding Issue. 6-7   |
| recognizing as the source page the one of the first web pages on which the link has been         | [DFNDT0001690-0001692, DFNDT0001712-0001715]  |
| activated; (i) wherein each of the first web pages   | "The site [One & Only], which launched in 1996, makes half of its money from an   |
| belongs to one of a plurality of web page  | affiliate network with more than 8,000 members. Each of these members has the   |
| owners; (ii) wherein each of the first web pages   | choice of building a private-label site or a co-branded site with One & Only And  |

<sup>&</sup>lt;sup>6</sup> Also see Custom Features, April 22, 1999 version ("Get Your HTML Link Code

Our unmatched leading-edge co-branding technology gives you the ability to customize and integrate our content into your site seamlessly. All content appears to be your own because we match the look and feel to your home page.

With our easy customization features, we become part of your site. You can add your logo, specify a background color or gif, design your own menu bar [sc]. You can even filter the database on search criteria such as geography and category. All our products are set up so you can create a customized service that caters to your existing audience and blends seamlessly with your own web site. No other associate program gives you the tools to tailor your content to fit your current home page.

Our UTrade product has tremendous flexibility. Let's say you have an antique web site, and you want to join our program to make some cash and get some auction content. BUT...you want to maintain your antique theme. With our unique customization technology you can build your associate site to only show antique listings. On top of that, let's say you already have you're own logo and brand name you'd like to use and you've got a great background color you like. Oh, and let's say your from Pennsylvania and you want to add a "local feel to your site". Well, with UTrade, you can set up an associate site that will have your name, logo, background color, only listing antiques from Pennsylvania! Our system is flexible [sic] enough to handle your every whim! Again, we want to provide you with the tools you need to succeed.

Can You Just Have a Link on Your Site ... Of course

Customizing makes it easy to maintain your sites [sic] look and feel. With our easy customization features, we become part of your site. You can add your logo and design your own menu bar.

Don't worry about losing visitors either because a link back to your main home page is prominently displayed at all times within your associate site.") (emphasis and links removed). [DFNDT0001700-0001701]

7 Also see Welcome To One&Only Network, April 27, 1999 version ("Get Your HTML Link Code ... We provide you with detailed stats, a customizable web site to integrate into your own web presence, tips on how to succeed, and most importantly the CONTENT! ... Let us put you on the fast track to B-Commerce success with our proven content that you can customize and market as your own.") (emphasis and links removed). [DFNDT0001698-0001699]

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<sup>2</sup> WHOIS Record forone-and-only.com, http://www.networksolutions.com/whois/results.jsp?whoistoken=0 (last visited August 14, 2006) (one-and-only.com was first registered on November 30, 1995). [DFNDT0001707-0001711]

<sup>&</sup>lt;sup>3</sup> Also see Welcome To One&Only Network, http://web.archive.org/web/19990427193911/http://www.oneandonlynetwork.com/ (April 27, 1999 version of www.oneandonlynetwork.com/ as archived by the Internet Archive. (see note 6)) ("We [One & Only] provide you with the tools that free you [associates] from the limitations and distractions associated with making money online. You focus on the creative and marketing end while we maintain the Ardware, programming and customer support, including credit card approval and billing. We provide you with detailed stats, a customizable web site to integrate into your own web presence, tips on how to succeed, and most importantly the CONTENT!"). [DFNDT10001698-0001699]

<sup>4</sup> Also see One & Only Internet Personals and Romance, http://web.archive.org/web/19970609215214/http://www.one-and-only.com/menul.htm (June 9, 1997 version of www.one-and-only.com/menul.htm as archived by the Internet Archive. (see note 6)) ("Match you website to the world. One & Only brings your site revenue."). [DFNDT0001702-0001703]

<sup>&</sup>lt;sup>5</sup> For more information about the Internet Archive and web pages archived therein, see Internet Archive Frequently Asked Questions, http://www.archive.org/about/faqs.php. [DFNDT0001751-0001794]

Comparison of the U.S. Patent No. 7.818.399 and One & Only Articles Prior Art

| Claim<br>No. | Claim Language of U.S. Patent No. 7.818.399  | Relevant Disclosure in One & Only Articles Prior Art ("One &Only")   |
|--------------|--|--|
|              | 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, | One and Only allows affiliates to customize navigational features, such as search categories, for their sites, which makes it harder to tell users they have to switch." Whit Andrews, Partners in Affiliate Marketing Struggle With Branding Issue. [DFNDT0001690-0001692, DFNDT0001712-0001715]  "One & Only Internet Personals offers a customized version of their classifieds service that integrates seamlessly with the look and feel of the owner's website." James L. Marciano, Are Affiliate Programs for You?. [DFNDT0001693-0001697, DFNDT0001716-0001719] |
|              |  | The owner of the first web page is the affiliate, the outsource provider is One & Only and the selected merchant is person placing the classified or personal ad. The affiliate One & Only, and the person placing the classified or personal ad are separate legal entities under separate control.   |
| 1(b)         | automatically retrieving from a storage coupled<br>to the server pre stored data associated with the<br>source page; and then  | "The site [One & Only], which launched in 1996, makes half of its money from an affiliate network with more than 8,000 members. Each of these members has the choice of building a private-label site or a co-branded site with One & Only And One and Only allows affiliates to customize navigational features, such as search categories, for their sites, which makes it harder to tell users they have to switch." Whit Andrews, Partners in Affiliate Marketing Struggle With Branding Issue. 8-9-10 [DFNDT0001690-0001692, DFNDT0001712-0001715]                |

<sup>8</sup> Also see Welcome To One&Only Network, April 27, 1999 version ("We provide you with detailed stats, a customizable web site to integrate into your own web presence .... Let us put you on the fast track to E-Commerce success with our proven content that you can customize and market as your own."). [DFNDT0001698-0001699]

Our UTrade product has tremendous flexibility. Let's say you have an antique web site, and you want to join our program to make some cash and get some auction content. BUT. you want to maintain your antique theme. With our unique customization technology you can build your associate site to only show antique listings. On top of that, let's say you already have you're own logo and brand name you'd like to use and you've got a great background color you like. Oh, and let's say your from Pennsylvania and you want to add a "local feel to your site". Well, with PRAIDCESNOSSEL

Comparison of the U.S. Patent No. 7,818,399 and One & Only Articles Prior Art

| Claim<br>No. | Claim Language of U.S. Patent No. 7.818,399   | Relevant Disclosure in One & Only Articles Prior Art ("One & Only")   |
|--------------|---|---|
|              |   | "The site [One & Only], which launched in 1996, makes half of its money from an affiliate network with more than 8,000 members. Each of these members has the choice of building a private-label site or a co-branded site with One & Only And One and Only allows affiliates to customize navigational features, such as search categories, for their sites, which makes it harder to tell users they have to switch." Whit Andrews, Partners in Affiliate Marketing Struggle With Branding Issue. [DFNDT0001690-0001692, DFNDT0001712-0001715]  "One & Only Internet Personals offers a customized version of their classifieds service that integrates seamlessly with the look and feel of the owner's website." James L. Marciano, Are Affiliate Programs for You?. [DFNDT0001693-0001697, DFNDT0001716-0001719] |
| 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. | "The site [One & Only], which launched in 1996, makes half of its money from an affiliate network with more than 8,000 members. Each of these members has the choice of building a private-label site or a co-branded site with One & Only And One and Only allows affiliates to customize navigational features, such as search  |

Our UTrade product has tremendous flexibility. Let's say you have an antique web site, and you want to join our program to make some cash and get some auction content. BUT...you want to maintain your antique theme. With our unique customization technology you can build your associate site to only show antique listings. On top of that, let's say you already have you're own logo and brand name you'd like to use and you've got a great background color you like. Oh, and let's say your from Pennsylvania and you want to add a "local feel to your site". Well, with UTrade, you can set up an associate site that will have your name, logo, background color, only listing antiques from Pennsylvania! Our system is flexbile [sic] enough to handle your every whim! Again, we want to provide you with the tools you need to succeed.

Can You Just Have a Link on Your Site ... Of course

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Customizing makes it easy to maintain your sites [sic] look and feel. With our easy customization features, we become part of your site. You can add your logo and design your own menu bar.

Don't worry about losing visitors either because a link back to your main home page is prominently displayed at all times within your associate site.") (emphasis and links removed). [DFNDT0001700-0001701]

12 Also see Welcome To One&Only Network, April 27, 1999 version ("Get Your HTML Link Code ... We provide you with detailed stats, a customizable web site to integrate into your own web presence, tips on how to succeed, and most importantly the CONTENT! ... Let us put you on the fast track to E-Commerce success with our proven content that you can customize and market as your own.") (emphasis and links removed). [DFNDT10001698-0001699]

Comparison of the U.S. Patent No. 7,818,399 and One & Only Articles Prior Art

| Comparison of the U.S. Patent No. 7,818,399 and One & Only Articles Prior Art |  |   |
|---|--|---|
| Claim<br>No.  | Claim Language of U.S. Patent No. 7,818,399  | Relevant Disclosure iu One & Only Articles Prior Art ("One &Only")  |
|   |  | "One & Only Internet Personals offers a customized version of their classifieds service that integrates seamlessly with the look and feel of the owner's website."  James L. Marciano, Are Affiliate Programs for You?, Web Marketing Today Issue 43, April 1, 1998. [DFNDT0001693-0001697, DFNDT0001716-0001719]   |
| l(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. | See also 3, infra.  In an affiliate program, interested Web sites register with merchants to recommend items for sale. Then they establish lists of merchandise on their sites, and when users click through to buy, the referring Web gets act of the sale."  Whit Andrews, Partners in Affiliate Marketing Struggle With Branding Issue. 11-12 [DFNDT0001690-0001692, DFNDT0001712-0001715] |

UTrade, you can set up an associate site that will have your name, logo, background color, only listing antiques from Pennsylvania! Our system is flexbile [sic] enough to handle your every whim! Again, we want to provide you with the tools you need to succeed.

With our easy customization features, we become part of your site. You can add your logo, specify a background color or gif, design your own menu bar [sc]. You can even filter the database on search criteria such as geography and category. All our products are set up so you can create a customized service that caters to your existing audience and blends seamlessly with your own web site. No other associate program gives you the tools to tailor your content to fit your current home page.

Don't worry about losing visitors either because a link back to your main home page is prominently displayed at all times within your associate site."). [DFNDT0001700-0001701]

Nalso see Mike Curtis, Affiliate Programs: Why They're Going To LAST, available at http://web.archive.org/web/19990915171254/www.oneandonlynetwork.com/Zcommercel.htm?MID=0 (September 15, 1999 version of www.oneandonlynetwork.com/Zcommercel.htm?MID=0 as archived by the Internet Archive. (see note 5)) ("the One & Only Romance Network (personal classified ads) assigns each associate a unique "associate site" that is theirs specifically. We use an ID number, with a database query string in the URL, to track sales and traffic for each associate:"). [DFNDT0001704-0001706]

11 Also see Custom Features, April 22, 1999 version ("Get Your HTML Link Code

Our unmatched leading-edge co-branding technology gives you the ability to customize and integrate our content into your site seamlessly. All content appears to be your own because we match the look and feel to your home page.

With our easy customization features, we become part of your site. You can add your logo, specify a background color or gif, design your own menu bar [sic]. You can even filter the database on search criteria such as geography and category. All our products are set up so you can create a customized service that caters to your existing audience and blends seamlessly with your own web site. No other associate program gives you the tools to tailor your content to fit your current home page.

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Comparison of the U.S. Patent No. 7 818 399 and One & Only Articles Prior Art

| Claim Claim Language of U.S. Patent No. 7. | .818.399 Relevant Disclosure in One & Only Articles Prior Art ("One & Only")   |
|--|--|
|  | categories, for their sites, which makes it harder to tell users they have to switch."  Whit Andrews, Partners in Affiliate Marketing Struggle With Branding Issue. 13-14 [DFNDT0001690-0001692, DFNDT0001712-0001713]  "One & Only Internet Personals offers a customized version of their classifieds service that integrates seamlessly with the look and feel of the owner's website."  James L. Marciano, Are Affiliate Programs for You?. [DFNDT0001693-0001697, DFNDT0001716-0001719] |

<sup>13</sup> Also see Custom Features, April 22, 1999 version ("Our unmatched leading-edge co-branding technology gives you the ability to customize and integrate our content into your site seamlessiy. All content appears to be your own because we match the look and feel to your home page.

With our easy customization features, we become part of your site. You can add your logo, specify a background color or gif, design your own menu bar [sic]. You can even filter the database on search criteria such as geography and category. All our products are set up so you can create a customized service that caters to your existing audience and blends seamlessly with your own web site. No other associate program gives you the tools to tailor your content to fit your current home page.

Our UTrade product has tremendous flexibility. Let's say you have an antique web site, and you want to join our program to make some cash and get some auction content. BUT...you want to maintain your antique theme. With our unique customization technology you can build your associate site to only show antique listings. On top of that, let's say you already have you're own logo and brand name you'd like to use and you've got a great background color you like. Oh, and let's say your from Pennsylvania and you want to add a "local feel to your site". Well, with UTrade, you can set up an associate site that will have your name, logo, background color, only listing antiques from Pennsylvania! Our system is flexbile [sic] enough to handle your every whim! Again, we want to provide you with the tools you need to succeed.

Customizing makes it easy to maintain your sites [sic] look and feel. With our easy customization features, we become part of your site. You can add your logo and design your own menu bar.

Don't worry about losing visitors either because a link back to your main home page is prominently displayed at all times within your associate site.") (emphasis and links removed). [DFNDT0001700-0001701]

<sup>14</sup> Also see Welcome To One&Only Network, April 27, 1999 version ("We [One & Only] provide you with the tools that free you [associates] from the limitations and distractions associated with making money online. You focus on the creative and marketing end while we maintain the hardware, programming and customer support, including credit card approval and billing. We provide you with detailed stats, a customizable web site to integrate into your own web presence, tips on how to succeed, and most importantly the CONTENT!

Let us put you on the fast track to E-Commerce success with our proven content that you can customize and market as your own.") (emphasis and links removed). [DFNDT0001698-0001699]

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<sup>9</sup> Also see Custom Features, http://web.archive.org/web/19990422060034/http://www.oneandonlynetwork.com/customize.htm (April 22, 1999 version of www.oneandonlynetwork.com/customize htm as archived by the Internet Archive (see note 5)) ("Our unmatched leading-edge cobranding technology gives you the ability to customize and integrate our content into your site seamlessly. All content appears to be your own because we match the look and feel to your home page.")("Customizing makes it easy to maintain your sites [sic] look and feel. With our easy customization features, we become part of your site. You can add your logo and design your own menu bar.

#### Comparison of the U.S. Patent No. 7,818,399 and One & Only Articles Prior Art

| F            | Comparison of the Cost attention (3010357) and One to Only Articles That Art  |   |  |
|--------------|---|---|--|
| Claim<br>No. | Claim Language of U.S. Patent No. 7,818,399   | Relevant Disclosure in One & Only Articles Prior Art ("One &Only")  |  |
| 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. | "The site [One & Only], which launched in 1996, makes half of its money from an affiliate network with more than 8,000 members. Each of these members has the choice of building a private-label site or a co-branded site with One & Only And One and Only allows affiliates to customize navigational features, such as search categories, for their sites, which makes it harder to tell users they have to switch." Whit Andrews, Partners in Affiliate Marketing Struggle With Branding Issue. [DFNDT0001690-0001692, DFNDT0001712-0001715]15-16  "One & Only Internet Personals offers a customized version of their classifieds service that integrates seamlessly with the look and feel of the owner's website." Internet Personals offers a feel of the owner's website. "DFNDT0001716-0001719] |  |

<sup>15</sup> Also see Custom Features, April 22, 1999 version ("Get Your HTML Link Code

Our unmatched leading-edge co-branding technology gives you the ability to customize and integrate our content into your site seamlessly. All content appears to be your own because we match the look and feel to your home page

With our easy customization features, we become part of your site. You can add your logo, specify a background color or gif, design your own menu bar [sic]. You can even filter the database on search criteria such as geography and category. All our products are set up so you can create a customized service that caters to your existing audience and blends seamlessly with your own web site. No other associate program gives you the tools to tailor your content to fit your current home page.

Our UTrade product has tremendous flexibility. Let's say you have an antique web site, and you want to join our program to make some cash and get some auction content. BUT...you want to maintain your antique theme. With our unique customization technology you can build your associate site to only show antique listings. On top of that, let's say you already have you're own logo and brand name you'd like to use and you've got a great background color you like. Oh, and let's say your from Pennsylvania and you want to add a "local feel to your site". Well, with UTrade, you can set up an associate site that will have your name, logo, background color, only listing antiques from Pennsylvania! Our system is flexbile [sic] enough to handle your every whim! Again, we want to provide you with the tools you need to succeed.

Can You Just Have a Link on Your Site ... Of course

Customizing makes it easy to maintain your sites [sic] look and feel. With our easy customization features, we become part of your site. You can add your logo and design your own menu bar.

Don't worry about losing visitors either because a link back to your main home page is prominently displayed at all times within your associate site.") (emphasis and links removed). [DFNDT0001700-0001701]

 $^{16}$  Also see Welcome To One&Only Network, April 27, 1999 version ("Get Your HTML Link Code

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Comparison of the U.S. Patent No. 7,818,399 and One & Only Articles Prior Art

| Claim No. Claim Language of U.S. Patent No. 7,818,399   | Relevant Disclosure in One & Only Articles Prior Art ("One &Only")  |
|---|---|
| opportunity of a selected one of a plurality of<br>merchants; and (iii) wherein the selected<br>merchant, the outsource provider, and the owner<br>of the first web page displaying the associated<br>link are each third parties with respect to one | "One & Only Internet Personals offers a customized version of their classifieds service that integrates seamlessly with the look and feel of the owner's website."  James L. Marciano, Are Affiliate Programs for You?. [DFNDT0001693-0001697, DFNDT0001716-0001719]                                  |
| other;  | The owner of the first web page is the affiliate, the outsource provider is One & Only and the selected merchant is person placing the classified or personal ad. The affiliate, One & Only, and the person placing the classified or personal ad are separate legal entities under separate control. |

With our easy customization features, we become part of your site. You can add your logo, specify a background color or gif, design your own menu bar [sic]. You can even filter the database on search criteria such as geography and category. All our products are set up so you can create a customized service that caters to your existing audience and blends seamlessly with your own web site. No other associate program gives you the tools to tailor your content to fit your current home page.

Our UTrade product has tremendous flexibility. Let's say you have an antique web site, and you want to join our program to make some cash and get some auction content. BUT...you want to maintain your antique theme. With our unique customization technology you can build your associate site to only show antique listings. On top of that, let's say you already have you're own logo and brand name you'd like to use and you've got a great background color you like. Oh, and let's say your from Pennsylvania and you want to add a "local feel to your site". Well, with UTrade, you can set up an associate site that will have your name, logo, background color, only listing antiques from Pennsylvania! Our system is flexbile [sic] enough to handle your every whim! Again, we want to provide you with the tools you need to succeed.

Can You Just Have a Link on Your Site ... Of course

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Customizing makes it easy to maintain your sites [sic] look and feel. With our easy customization features, we become part of your site. You can add your logo and design your own menu bar

Don't worry about losing visitors either because a link back to your main home page is prominently displayed at all times within your associate site.") (emphasis and links removed). [DFNDT0001700-0001701]

20 Also see Welcome To One&Only Network, April 27, 1999 version ("Get Your HTML Link Code

We [One & Only] provide you with the tools that free you [associates] from the limitations and distractions associated with making money online. You focus on the creative and marketing end while we maintain the hardware, programming and customer support, including credit card approval and billing. We provide you with detailed stats, a customizable web site to integrate into your own web presence, tips on how to succeed, and most importantly the CONTENT!

Let us put you on the fast track to E-Commerce success with our proven content that you can customize and market as your own.") (emphasis and links removed). [DFNDT0001698-0001699]

| Claim<br>No. | Claim Language of U.S. Patent No. 7,818,399  | Relevant Disclosure in One & Only Articles Prior Art ("One &Only")   |
|--------------|--|--|
| 19           | A system useful in an outsource provider serving web pages offering commercial opportunities, the system comprising:   | See 1, supra.  "Consider, for instance, matchmaker site One & Only. The site, which launched in 1996, makes half of its money from an affiliate network with more than 8,000 members."  Whit Andrews, Partners in Affiliate Marketing Struggle With Branding Issue. 17:18 [DFNDT0001690-0001692, DFNDT0001712-0001715]   |
| 19(a)        | (a) a computer store containing data, for each of<br>a plurality of first web pages, defining a plurality<br>of visually perceptible elements, which visually<br>perceptible elements correspond to the plurality<br>of first web pages; (i) wherein each of the first<br>web pages belongs to one of a plurality of web<br>page owners; (ii) wherein each of the first web<br>pages displays at least one active link associated<br>with a commerce object associated with a buying | See 1(a)-1(b), supra.  "The site [One & Only], which launched in 1996, makes half of its money from an affiliate network with more than 8,000 members. Each of these members has the choice of building a private-label site or a co-branded site with One & Only And One and Only allows affiliates to customize navigational features, such as search categories, for their sites, which makes it harder to tell users they have to switch."  Whit Andrews, Partners in Affiliate Marketing Struggle With Branding Issue. 19-20 [DFNDT0001690-0001692, DFNDT0001712-0001715] |

We [One & Only] provide you with the tools that free you [associates] from the limitations and distractions associated with making money online. You focus on the creative and marketing end while we maintain the hardware, programming and customer support, including credit card approval and billing. We provide you with detailed stats, a customizable web site to integrate into your own web presence, tips on how to succeed, and most importantly the CONTENT!

Let us put you on the fast track to E-Commerce success with our proven content that you can customize and market as your own.") (emphasis and links removed). [DFNDT0001698-0001699]

18 Also see Welcome To One&Only Network, April 27, 1999 version ("We [One & Only] provide you with the tools that free you [associates] from the limitations and distractions associated with making money online. You focus on the creative and marketing end while we maintain the hardware, programming and customer support, including credit card approval and billing. We provide you with detailed stats, a customizable web site to integrate into your own web presence, tips on how to succeed, and most importantly the CONTENT!"). [DFND1001698-0001699]

19 Also see Custom Features, April 22, 1999 version ("Get Your HTML Link Code

Our unmatched leading-edge co-branding technology gives you the ability to customize and integrate our content into your site seamlessly. All content appears to be your own because we match the look and feel to your home page.

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Comparison of the U.S. Patent No. 7,818,399 and One & Only Articles Prior Art

| Claim<br>No. | Claim Language of U.S. Patent No. 7,818,399   | Relevant Disclosure in One & Only Articles Prior Art ("One &Only")   |
|--------------|---|--|
| 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 | See 1(a)-1(c), supra.  "The site [One & Only], which launched in 1996, makes half of its money from an affiliate network with more than 8,000 members. Each of these members has the choice of building a private-label site or a co-branded site with One & Only And One and Only allows affiliates to customize navigational features, such as search categories, for their sites, which makes it harder to tell users they have to switch."  Whit Andrews, Partners in Affiliate Marketing Struggle With Branding Issue. 21:22 [DFNDT0001690-0001692, DFNDT0001712-0001715] |

21 Also see Custom Features, April 22, 1999 version ("Get Your HTML Link Code

Our unmatched leading-edge co-branding technology gives you the ability to customize and integrate our content into your site seamlessly. All content appears to be your own because we match the look and feel to your home page.

With our easy customization features, we become part of your site. You can add your logo, specify a background color or gif, design your own menu hard it asy destination readities, we occurred not you stirt from any your logs, specify a desegration count of grip, design, you down most particular search critical such as geography and actegory. All our products are set up so you can create a customized service that caters to your existing audience and blends seamlessly with your own web site. No other associate program gives you the tools to tailor your content to fit your current home page

Our UTrade product has tremendous flexibility. Let's say you have an antique web site, and you want to join our program to make some cash and get some auction content. BUT...you want to maintain your antique theme. With our unique customization technology you can build your associate site to only show antique listings. On top of that, let's say you already have you're own logo and brand name you'd like to use and you've got a great background color you like. Oh, and let's say your from Pennsylvania and you want to add a "local feel to your site". Well, with UTrade, you can set up an associate site that will have your name, logo, background color, only listing antiques from Pennsylvania! Our system is flexbile [sic] enough to handle your every whim! Again, we want to provide you with the tools you need to succeed.

Can You Just Have a Link on Your Site ... Of course

Customizing makes it easy to maintain your sites [sic] look and feel. With our easy customization features, we become part of your site. You can add your logo and design your own menu bar.

Don't worry about losing visitors either because a link back to your main home page is prominently displayed at all times within your associate site.") (emphasis and links removed). [DFNDT0001700-0001701]

<sup>22</sup> Also see Welcome To One&Only Network, April 27, 1999 version ("Get Your HTML Link Code

We [One & Only] provide you with the tools that free you [associates] from the limitations and distractions associated with making money online. You focus on the creative and marketing end while we maintain the hardware, programming and customer support, including credit card approval 10

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Comparison of the U.S. Patent No. 7,818,399 and One & Only Articles Prior Art

|              | Comparison of the Cos. 1 arent two, 1,010,377 and One & Only Articles 11 for Art   |   |
|--------------|--|---|
| Claim<br>No. | Claim Language of U.S. Patent No. 7,818,399  | Relevant Disclosure in One & Only Articles Prior Art ("One & Only")   |
|              | 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 link that has been activated, and (B) the plurality of visually perceptible elements visually corresponding to the source page. | "One & Only Internet Personals offers a customized version of their classifieds service that integrates seamlessly with the look and feel of the owner's website."  James L. Marciano, Are Affiliate Programs for You?. [DFNDT0001693-0001697, DFNDT0001716-0001719]  "Because subscriptions are for sale instead of products"  Whit Andrews, Partners in Affiliate Marketing Struggle With Branding Issue. [DFNDT0001690-0001692, DFNDT0001712-0001715]  |
|              | 20. A computer-readable memory adapted for use by an outsource provider in serving web pages offering commercial opportunities, the computer-readable memory used to direct a computer of the outsource provider to perform the steps of: (a) in response to activation, by a web browser of a computer user, of a link  | "The site [One & Only], which launched in 1996, makes half of its money from an affiliate network with more than 8,000 members. Each of these members has the choice of building a private-label site or a co-branded site with One & Only And One and Only allows affiliates to customize navigational features, such as search categories, for their sites, which makes it harder to tell users they have to switch." Whit Andrews, Partners in Affiliate Marketing Struggle With Branding Issue. <sup>23-24</sup> [DFNDT0001699-0001692, DFNDT0001712-0001715] |

and billing. We provide you with detailed stats, a customizable web site to integrate into your own web presence, tips on how to succeed, and most

Let us put you on the fast track to E-Commerce success with our proven content that you can customize and market as your own.") (emphasis and links removed). [DFNDT0001698-0001699]

23 Also see Custom Features, April 22, 1999 version ("Get Your HTML Link Code

With our easy customization features, we become part of your site. You can add your logo, specify a background color or gif, design your own menu bar [sic]. You can even filter the database on search criteria such as geography and category. All our products are set up so you can create a customized service that caters to your existing audience and blends seamlessly with your own web site. No other associate program gives you the tools to tailor your content to fit your current home page.

Our UTrade product has tremendous flexibility. Let's say you have an antique web site, and you want to join our program to make some cash and get some auction content. BUT...you want to maintain your antique theme. With our unique customization technology you can build your associate site to only show antique listings. On top of that, let's say you already have you're own logo and brand name you'd like to use and you've got a great background color you like. Oh, and let's say your from Pennsylvania and you want to add a "local feel to your site". Well, with

Comparison of the U.S. Patent No. 7,818,399 and One & Only Articles Prior Art

| Claim No. Claim Language of U.S. Patent No. 7,818,399 | Relevant Disclosure in One & Only Articles Prior Art ("One & Only") |
|---|---|
| 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.                     |   |

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| Disclosure in One & Only Articles Prior Art ("One & Only")  ternet Personals offers a customized version of their classifieds service  samlessly with the look and feel of the owner's website."  no, Are Affiliate Programs for You?. [DFNDT0001693-0001697,  6-0001719] |
|---|
| eamlessly with the look and feel of the owner's website."  no, Are Affiliate Programs for You?. [DFNDT0001693-0001697,  |
| e first web page is the affiliate, the outsource provider is One & Only merchant is person placing the classified or personal ad. The affiliate, d the person placing the classified or personal ad are separate legal parate control.                                    |
| para  |

UTrade, you can set up an associate site that will have your name, logo, background color, only listing antiques from Pennsylvania! Our system is flexbile [sic] enough to handle your every whim! Again, we want to provide you with the tools you need to succeed.

Can You Just Have a Link on Your Site ... Of course

Customizing makes it easy to maintain your sites [sic] look and feel. With our easy customization features, we become part of your site. You can add your logo and design your own menu bar.

Don't worry about losing visitors either because a link back to your main home page is prominently displayed at all times within your associate site.") (emphasis and links removed). [DFNDT0001700-0001701]

<sup>24</sup> Also see Welcome To One&Only Network, April 27, 1999 version ("Get Your HTML Link Code

We [One & Only] provide you with the tools that free you [associates] from the limitations and distractions associated with making money online. You focus on the creative and marketing end while we maintain the hardware, programming and customer support, including credit card approval and billing. We provide you with detailed stats, a customizable web site to integrate into your own web presence, tips on how to succeed, and most importantly the CONTENT!

Let us put you on the fast track to E-Commerce success with our proven content that you can customize and market as your own.") (emphasis and links removed). [DFNDT0001698-0001699] 12

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#### Comparison of the U.S. Patent No. 7,818,399 and IBM 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 IBM Prior Art anticipates and/or renders obvious, alone or in combination with other prior art identified in Defendants' Amended Invalidity Contentions, the asserted claims as described in part below.

| Claim<br>No. | Claim Language of U.S. Patent No. 7,818,399  | Relevant Disclosure in IBM Prior Art  |
|--------------|--|---|
| 1            | A method of an outsource provider serving<br>web pages offering commercial opportunities,<br>the method comprising:  | "[In some countries you can even order online." IBM planetwide ordering information ("IBM Ordering website), http://web.archive.org/web/19961220005843/www.ibm.com/Orders (December 20, 1996 version of www.ibm.com/Orders as archived by the Internet Archive.1). 2 [DFNDT0001798]  "IBM Direct: Your source for products and services from IBM and our business partners planetwide." IBM Ordering website, December 20, 1996 version. [DFNDT0001798] |
| l(a)         | automatically at a server of the outsource<br>provider, in response to activation, by a web<br>browser of a computer user, of a link displayed<br>by one of a plurality of first web pages,<br>recognizing as the source page the one of the | An owner of a first web page, IBM Credit Corporation provided a first web page entitled, Leasing & Financing Welcome to IBM Customer Leasing and Financing at www.financing.hosting.ibm.com, (hereinafter "Leasing & Financing website") with a link to a web page of an outsource provider, IBM Corporation, entitled, IBM planetwide ordering information at www.ibm.com/Orders (i.e., the IBM Ordering   |

<sup>&</sup>lt;sup>1</sup> For more information about the Internet Archive and web pages archived therein, see Internet Archive Frequently Asked Questions, http://www.archive.org/about/faqs.php. [DFNDT0001825-0001868]

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(November 4, 1996 version of www.financing.hosting.ibm.com/CFWWINTR.HTM as archived by the Internet Archive. (see note 1));

[DFNDT0001808-0001812].

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<sup>&</sup>lt;sup>2</sup> WHOIS Record ibm.com, http://www.networksolutions.com/whois/results.jsp?whoistoken=1 (last visited August 8, 2006) (ibm.com was first registered on March 19, 1986); [DFNDT0001821-0001824]

<sup>&</sup>lt;sup>3</sup> Other examples of IBM web pages that were "first web pages" in relation to the IBM Ordering website included: The IBM Direct Planetwide home Outed examples of 11sh web pages that were hist web pages in reliabloin to the BM Ordering website included. The 15M Direct Fundamental maps, http://web archive.org/web/19961219004723/http://direct.boulder.ibm.com (December 19, 1996 version of http://direct.boulder.ibm.com as archived by the Internet Archive. (see note 1)); [DFNDT0001802.0001807]; [BM Planetwide help, http://web.archive.org/web/19961026164521/www.ibm.com/Finding (October 26, 1996 version of www.ibm.com/Finding as archived by the Internet Archive. (see note 1)); [DFNDT0001795-0001797]; and [BM Worldwide Customer Financing, http://web.archive.org/web/19961104165233/www.financing.hosting.ibm.com/CFWWINTR.HTM

#### Comparison of the U.S. Patent No. 7,818,399 and IBM Prior Art

| Claim<br>No. | Claim Language of U.S. Patent No. 7,818,399   | Relevant Disclosure in IBM Prior Art   |
|--------------|---|--|
|              | first web pages on which the link has been<br>activated; (i) wherein each of the first web pages<br>belongs to one of a plurality of web page   | website) offering a buying opportunity of a selected one of a plurality of merchants (i.e., IBM's business partners). <sup>4</sup>   |
|              | owners; (ii) wherein each of the first web pages<br>displays at least one active link associated with a<br>commerce object associated with a buying<br>opportunity of a selected one of a plurality of<br>merchants; and (iii) wherein the selected | Leasing & Financing website, http://web.archive.org/web/19961227153901/www.financing.hosting.ibm.com (December 27, 1996 version of www.financing.hosting.ibm.com as archived by the Internet Archive.3); [DFNDT0001799-0001801]. |
|              | merchant, the outsource provider, and the owner<br>of the first web page are each third parties with<br>respect to one other;   | 1995 Annual Report Highlights, http://web.archive.org/19961104164231/www.financing.hosting.ibm.com/ AR95CL.HTM (November 11, 1996 version of www.financing.hosting.ibm.com/AR95CL.HTM as archived by the Internet Archive.f      |
|              |   | "IBM Direct: Your source for products and services from IBM and our business partners planetwide." <i>IBM Ordering</i> website, December 20, 1996 version. [DFNDT0001798]  |
|              |   | "[I]n some countries you can even order online." IBM Ordering website, December 20, 1996 version. [DFNDT0001798]   |
|              |   | "Order"  Leasing & Financing web page, December 27, 1996 version (emphasis and link removed)(hyperlink to http://www.lbm.Com/Orders/). [DFNDT0001799-0001801]  |
|              |   | " <a href="http://www.Ibm.Com/Orders/">Order</a> " Source code for Leasing & Financing website,  |

<sup>4</sup> In another example of IBM prior art, the IBM Ordering website (www.ibm.com/Orders) [DFNDT0001798] was the "first web page" and The IBM Direct Planetwide home page, December 19, 1996 version (http://direct.boulder.ibm.com) [DFNDT0001802-0001807] was the "second web page."

- <sup>5</sup> Supra note 1.
- 6 Supra note 1.
- <sup>7</sup> Supra note 1.

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#### Comparison of the U.S. Patent No. 7,818,399 and IBM Prior Art

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| Claim<br>No. | Claim Language of U.S. Patent No. 7,818,399  | Relevant Disclosure in IBM Prior Art  |
|--------------|--|---|
| -W           |  | IFM. Order from BM (2)  |
|              |  | "IBM Ordering website, December 20, 1996 version (header for IBM Ordering website). (DFNDT0001798]  |
|              |  | " <body bgcolor="#ffffff"> <a name="top"><img alt="IBM planetwide ordering information" height="72" src="/images/mastheads/masthead_order.gif" width="600"/></a>" Source code for IBM Ordering website, December 20, 1996 version (source code for header). [DFNDT0001815-0001815]</body> |
|              |  | Footer from IBM Ordering website:   |
|              |  | [ IBM home page   Order   Contact IBM   Legal ]"  |
|              |  | IBM Ordering website, December 20, 1996 version (footer for IBM Ordering website) [DFNDT0001798]  |
|              |  | " <hr/><br>[  |
|              |  | <a href="http://www.ibm.com/">IBM home page</a>  <br>  <a href="http://www.ibm.com/Orders/">Order</a>   |
|              |  | <pre><a href="http://www.ibm.com/Assist/">Contact IBM</a>  </pre>   |
|              |  | <a href="http://www.ibm.com/Legal/">Legal Source code for IBM Ordering website, December 20, 1996 version (source code for</a>  |
|              |  | footer). [DFNDT0001813-0001815]   |
| 1(c)         | automatically with the server computer   | See also 3-6, infra.  |
|              | generating and transmitting to the web browser a<br>second web page that includes: (i) information | "IBM Direct: Your source for products and services from IBM and our business  |
|              | associated with the commerce object associated   | partners planetwide." <i>IBM Ordering</i> website. December 20, 1996 version.   |

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#### Comparison of the U.S. Patent No. 7,818,399 and IBM Prior Art

| Claim<br>No. | Claim Language of U.S. Patent No. 7,818,399   | Relevant Disclosure in IBM Prior Art   |
|--------------|---|--|
|              |   | http://web.archive.org/web/19961227153901/www.financing.hosting.ibm.com (December 27, 1996 version of www.financing.hosting.ibm.com as archived by the Internet Archive.?). [DFNDT0001816-0001820]   |
|              |   | IBM Credit Corporation, IBM Corporation, and IBM's business partners are separate and independent corporate entities. 1995 Annual Report of IBM Credit Corp. [IPNDT0001879-0001882]. The owner of the first web page is, for example, IBM Credit Corporation, the outsource provider is IBM Corporation, and the selected merchant is IBM's business partners. Based on the teaching of the IBM Prior Art, it would have been obvious to a person skilled in the art that the owner of the first web page could be a separate legal entity under separate control from the outsource provider. |
|              |   | For example, the commerce object is a categories list of countries where the compute user can products or services from IBM and its business partners.   |
|              |   | "Direct ordering any way you prefer  |
|              |   | To buy from IBM in your country, please select from the list below   |
|              |   | Planetwide ordering information:   |
|              |   | Choose a county Got S  |
|              |   | IBM Ordering website, December 20, 1996 version. [DFNDT0001798]  |
|              |   |  |
| 1(b)         | automatically retrieving from a storage coupled<br>to the server pre stored data associated with the<br>source page; and then | "HTML generated at Fri, 20 Dec 1996 00:58:45 GMT by /cgi-bin/Orders/nph-index"  Source code for <i>IBM Ordering</i> website, December 20, 1996 version.  [DFNDT0001813-0001815]  |

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#### Comparison of the U.S. Patent No. 7,818,399 and IBM Prior Art

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| Claim<br>No. | Claim Language of U.S. Patent No. 7,818,399  | Relevant Disclosure in IBM Prior Art   |
|--------------|--|--|
|              | 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. | [DFNDT0001798]  "[I]n some countries you can even order online." IBM Ordering website, December 20, 1996 version. [DFNDT0001798]  Visually perceptible elements of the IBM Ordering website visually correspond to the Leasing & Financing website. Specifically, both the IBM Ordering website and the Leasing & Financing website used a single column format with text in the same font, size, and black color on a white background. Unused text links were shown in blue underlined text and visited text links were shown in red underlined text on both web pages. As described below, both website include similar headers and footers. 10   |
|              |  | Additionally, the header of IBM Ordering website visually correspond to the header of the Leasing & Financing website. Both headers had the same Blue IBM® logo in the top left corner with a copyright notice below the logo. The copyright notice was separated from the Blue IBM® logo by a pink line that extended the length of the header. On the right side, both headers had a rectangular picture superposed over a portion of the pink line and a rectangular box superposed over a portion of the picture. Both rectangular boxes included text in the same font, size, and color. The text in both boxes was a short title or description of the web page.  Header from Leasing & Financing website: |

<sup>8</sup> Both the IBM Ordering website and the Leasing & Financing website used the default colors of the web browser of the visitor computer for text colors. In the web browser that was used to print these pages, the default colors are blue, red and black for unused text links, visited text links, and regular text respectively. The actual colors of the links and text would have varied based on the default settings of the web browser of the visitor computer.

http://wwb.archive.org/web/19961219011414/http://www.pc.ibm.com/thinkpad/ (December 19, 1996 version of www.pc.ibm.com/thinkpad/ as archived by the Internet Archive; see note 1)) [DFNDT0001893-0001904]; End-user Customer Financing website, http://wwb.archive.org/web/19961104164326/http://www.financing.hosting.ibm.com/CFCALLIE.HTM (November 11, 1996 version of www.financing.hosting.ibm.com/CFCALLIE.HTM as archived by the Internet Archive; see note 1)); [DFNDT0001905-0001917]; Remarketer Financing website,

http://web archive.org/web/19961104164859/http://www.financing.hosting.ibm.com/CFTALBOT.HTM (November 11, 1996 version of www.financing.hosting.ibm.com/CFTALBOT.HTM as archived by the Internet Archive; see note 1)); [DFNDT0001918-0001927]; 1995 Annual Report of IBM Credit Corp., December 19, 1996 version; [DFNDT0001879-0001882].

<sup>&</sup>lt;sup>9</sup> Both pages used the default text link colors of the visitor computer; *supra* note 8.

<sup>10</sup> Also see: IBM PC ThinkPad website,

#### Comparison of the U.S. Patent No. 7,818,399 and IBM Prior Art

| Claim<br>No. | Claim Language of U.S. Patent No. 7,818,399   | Relevant Disclosure in IBM Prior Art   |
|--------------|---|--|
|              |   | Customer financing   |
|              |   | Header from IBM Ordering website:    Contex from IBM   Contex from |
|              |   | The footer of the <i>IBM Ordering</i> website visually correspond to the footer of the <i>Leasing &amp; Financing</i> website The footers on both pages were separated from the rest of the web page by a grey line that extended the length of the web page. Both footers were enclosed in square brackets and comprised underlined text links in a similar font, size and blue color "I separated by "."   |
|              |   | Footer from Leasing & Financing website:   |
|              |   | [ IBM home page   Order   Search   Contact IBM   Help   (C)   (TM) ]   |
|              |   | Footer from IBM Ordering website:  |
|              |   | [ IBM home page   Order   Contact IBM   Legal ]  |
|              |   | Leasing & Financing website, December 27, 1996 version; [DFNDT0001799-0001801] and IBM Ordering website, December 20, 1996 version. [DFNDT0001798]   |
| 3            | The method of claim 1 wherein at least one of   | Footer from Leasing & Financing website:   |
|              | the plurality of visually perceptible elements includes a set of navigational links on the source | IBM home page   Order   Search   Contact IBM   Help   (C)   (TM) }   |
|              | page.   | Footer from IBM Ordering website:  |

<sup>11</sup> Both pages used the default text link colors of the visitor computer; supra note 10.

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#### Comparison of the U.S. Patent No. 7,818,399 and IBM Prior Art

| Claim<br>No. | Claim Language of U.S. Patent No. 7,818,399  | Relevant Disclosure in IBM Prior Art   |
|--------------|--|--|
|              | 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; | to a web page of an outsource provider, IBM Corporation at www.ibm.com/Orders (i.e., the IBM Ordering website) offering a buying opportunity of a selected one of a plurality of merchants (i.e., IBM's business partners).   "IBM Direct: Your source for products and services from IBM and our business |
|              |  | partners planetwide." IBM Ordering website, December 20, 1996 version. [DFNDT0001798]  |
|              |  | "[]]n some countries you can even order online." IBM Ordering website, December 20, 1996 version. [DFNDT0001798]   |
|              |  | "Order"  Leasing & Financing web page, December 27, 1996 version (emphasis and link  |
|              |  | removed)(hyperlink to http://www.lbm.Com/Orders/). [DFNDT0001799-0001801]  |
|              |  | " <a href="http://www.lbm.Com/Orders">Order</a> " Source code for <i>Leasing &amp; Financing</i> website,  |
|              |  | http://web.archive.org/web/19961227153901/www.financing.hosting.ibm.com (December 27, 1996 version of www.financing.hosting.ibm.com as archived by the Internet Archive. <sup>14</sup> ). [DFNDT0001816-0001820]   |
|              |  | IBM Credit Corporation, IBM Corporation, and IBM's business partners are separate corporate entities and thus, are "third parties with respect to one another" 1995 Annual Report of IBM Credit Corp. [DFNDT0001879-0001882]   |
|              |  | For example, the commerce object is a categories list of countries where the compute   |

IBM Worldwide Customer Financing, http://web.archive.org/web/19961104165233/www.financing.hosting.ibm.com/CFWWINTR.HTM (November 4, 1996 version of www.financing.hosting.ibm.com/CFWWINTR.HTM as archived by the Internet Archive. (see note 1)); [DFNDT0001808-0001812].

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#### Comparison of the U.S. Patent No. 7.818.399 and IBM Prior Art

| Claim<br>No. | Claim Language of U.S. Patent No. 7,818,399  | Relevant Disclosure in IBM Prior Art  |
|--------------|--|---|
|              |  | [ IBM home page   Order   Contact IBM   Legal ]   |
|              |  | Leasing & Financing website, December 27, 1996 version; [DFNDT0001799-0001801] and IBM Ordering website, December 20, 1996 version. [DFNDT0001798                         |
|              |  | The blue underlined text are navigational links.  |
| 7            | The method of claim 1 wherein the commerce object associated with the link that has been activated comprises information defining an                   | For example, the commerce object is a categories list of countries where the compute user can products or services from IBM and its business partners.                    |
|              | electronic catalog having a multitude of   | "Direct ordering any way you prefer   |
|              | merchant offerings, and wherein the second web<br>page contains one or more selectable navigation<br>links connecting a hierarchical set of additional | To buy from IBM in your country, please select from the list below  |
|              | second web pages, each pertaining to a subset of   | Planetwide ordering information:  |
|              | the offerings in the catalog.  | Choose a county 🔻 Gail },   |
| 19           | A system useful in an outsource provider serving<br>web pages offering commercial opportunities,   | See 1, supra.   |
|              | the system comprising:   | "IBM Direct: Your source for products and services from IBM and our business partners planetwide." <i>IBM Ordering</i> website, December 20, 1996 version. [DFNDT0001798] |
|              |  | "[[]n some countries you can even order online." <i>IBM Ordering</i> website, December 20, 1996 version. <i>[DFNDT0001798]</i>  |
| 19(a)        | (a) a computer store containing data, for each of<br>a plurality of first web pages, defining a plurality  | See 1(a)-1(b), supra.   |
|              | of visually perceptible elements, which visually perceptible elements correspond to the plurality  | An owner of a first web page, IBM Credit Corporation provided a first web page at www.financing.hosting.ibm.com, (i.e., Leasing & Financing website")12 with a link       |

<sup>12</sup> Other examples of IBM web pages that were "first web pages" in relation to the IBM Ordering website included: The IBM Direct Planetwide home page, http://web archive.org/web/19961219004723/http://direct boulder.ibm.com (December 19, 1996 version of http://direct boulder.ibm.com as archived by the Internet Archive. (see note 1)); [DFNDT0001802-0001807]; IBM Planetwide help, http://web.archive.org/web/19961026164521/www.ibm.com/Finding (October 26, 1996 version of www.ibm.com/Finding as archived by the Internet Archive. (see note 1)); [DFNDT0001795-0001797]; and

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## Comparison of the U.S. Patent No. 7,818,399 and IBM Prior Art

| Claim<br>No. | Claim Language of U.S. Patent No. 7,818,399  | Relevant Disclosure in 1BM Prior Art  |
|--------------|--|---|
| NG.          |  | user can products or services from IBM and its business partners.  "Direct ordering any way you prefer  To buy from IBM in your country, please select from the list below  Planetwide ordering information:    Choose a country   Set  |
| 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. | See 1(a)-1(c), supra.  "IBM Direct: Your source for products and services from IBM and our business partners planetwide." IBM Ordering website, December 20, 1996 version. [DFNDT0001798]  "[I]n some countries you can even order online." IBM Ordering website, December 20, 1996 version. [DFNDT0001798]  Visually perceptible elements of the IBM Ordering website visually correspond to the Leasing & Financing website. <sup>15</sup> Specifically, both the IBM Ordering website and the Leasing & Financing website used a single column format with text in the same fout, size, and black color on a white background. Unused text links were shown in blue underlined text and visited text links were shown in red underlined text on both web pages. As described below, both website include similar headers and footers. <sup>16</sup> Additionally, the header of IBM Ordering website visually correspond to the header of the Leasing & Financing website. Both headers had the same Blue IBM® logo in the top left corner with a copyright notice below the logo. The copyright notice was separated from the Blue IBM® logo by a pink line that extended the length of the header. On the right side, both headers had a rectangular picture superposed over a |

 $<sup>^{\</sup>rm 15}$  Both pages used the default text link colors of the visitor computer;  $\it supra$  note 8.

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<sup>13</sup> In another example of IBM prior art, the IBM Ordering website (www.ibm.com/Orders) [DFNDT0001798] was the "first web page" and The IBM Direct Planetvide home page, December 19, 1996 version (http://direct.boulder.ibm.com) [DFNDT0001802-0001807] was the "second web page"

<sup>14</sup> Supra note 1.

<sup>16</sup> Supra note 10.

#### Comparison of the U.S. Patent No. 7,818,399 and IBM Prior Art

| Claim<br>No. | Claim Language of U.S. Patent No. 7,818,399 | Relevant Disclosure in IBM Prior Art  |
|--------------|---|---|
|              |   | portion of the pink line and a rectangular box superposed over a portion of the picture<br>Both rectangular boxes included text in the same font, size, and color. The text in both<br>boxes was a short title or description of the web page.  |
|              |   | Header from Leasing & Financing website:  |
|              |   | Customer financing  |
|              |   | Header from IBM Ordering website:   |
|              |   | Order from IBM  |
|              |   | The footer of the IBM Ordering website visually correspond to the footer of the Leasing & Financing website. The footers on both pages were separated from the re of the web page by a grey line that extended the length of the web page. Both footer were enclosed in square brackets and comprised underlined text links in a similar fon size and blue color <sup>17</sup> separated by "!" |
|              |   | Footer from Leasing & Financing website:  |
|              |   | [ IBM home page   Order   Search   Contact IBM   Help   (C)   (TM) }  |
|              |   | Footer from IBM Ordering website:   |
|              |   | [ IBM home page   Order   Contact IBM   Legal ]   |
|              |   | Leasing & Financing website, December 27, 1996 version; [DFNDT0001799-0001801] and IBM Ordering website, December 20, 1996 version. [DFNDT0001798   |

 $<sup>^{17}</sup>$  Both pages used the default text link colors of the visitor computer; supra note 8.

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## Comparison of the U.S. Patent No. 7,818,399 and Net. Commerce for OS/390 $\,$

| Claim<br>No. | Claim Language of U.S. Patent No. 7,818,399   | Relevant Disclosure in Net.Commerce for OS/390 ("Net.Commerce book")   |
|--------------|---|--|
|              |   | there is one that can fit all of them, namely, Net Commerce.  Net Commerce is easy-to-use software that allows you to have online stores with dynamic pages. It works with the highest standards of Internet security including the Secure Socket Layer (SSL) and Secure Electronic Transaction (SET) protocols, and works with DB2 in order to integrate existing systems. It is both flexible and scalable. It can be used for business-to-business transactions, as well as for direct consumer sales, in both cases providing state of the art transaction security.   |
|              |   | Net.Commerce allows you to be part of the electronic business world, from store setup or mall home page, and to secure transactions with the newest methods and techniques of security on the Internet. You can access gateways that work with companies internal systems, or gateways that work directly with financial institutions for payment methods." Pg. 2.   |
| 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, recoguizing 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 selectity | The host website can be the home page of the store and e commerce supported page can be the categories page (i.e., the selected commerce object is the product categories). In different example, the categories page can be the host website and the e commerce supported page can be the subcategories page (i.e., the selected commerce object is the product subcategories). In a third example, the subcategories page can be the host website and the e commerce supported page can be the product page (i.e., the selected commerce object is the product). In still another embodiment, the host website can be the host's non-store website and the e-commerce supported page can be the categories page (i.e., the selected commerce object is the product categories), the subcategories page (i.e., the selected commerce object is the product subcategories), or the product page (i.e., the selected commerce object is the product).  "2.4.8 Default Shopping Trip The deposing this but is exceided by Net Commerce in the demonstration shopping." |
|              | merchant, the outsource provider, and the owner of the first web page are each third parties with respect to one other;   | The shopping trip that is provided by Net Commerce in the demonstration shopping mall is outlined in Figure 8. Depending on the store you are building, you may have to modify it." Pg. 24.  |

2

#### Comparison of the U.S. Patent No. 7,818,399 and Net.Commerce for OS/390 Prior Art1-2

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 Net.Commerce for OS/390 anticipates and/or renders obvious, alone or in combination with other prior art identified in Defendants' Amended Invalidity Contentions, the asserted claims as described in part below.

| Claim<br>No. | Claim Language of U.S. Patent No. 7,818,399   | Relevant Disclosure in Net.Commerce for OS/390 ("Net.Commerce book")   |
|--------------|---|--|
| 1            | A method of an outsource provider serving<br>web pages offering commercial opportunities,<br>the method comprising: | "Electronic commerce is one of the answers. One benefit that we can get from the<br>Internet is to make it a primary profit source by creating a marketplace where<br>companies will want to invest. The time has come to turn the Internet into a major<br>business center for your company.  |
|              |   | In this book we cover Net.Commerce, a product that finally makes it possible to engage millions of users, anytime, anywhere in the age-old process of buying and selling goods, thus making the Internet truly the world's biggest marketplace." Pg. 1.  |
|              |   | "Companies that sell products or services to wholesalers and manufacturers need strong customer relationships, which often means secure communications as well as secure transactions. After all, there is no need to let the competition know what you 120 and your partners are up to.   |
|              |   | On the other hand, companies selling directly to consumers may be more concerned with a Web presence that is more open and inviting, thus making customers feel as though they are receiving more personal attention. Some companies will achieve this by duplicating the shopping experience that consumers are already familiar with, for example, by creating an online virtual mall. Yet, although the virtual mall must be openly accessible to all, the customer must ultimately have enough confidence in the retailer to engage in electronic commerce. This paradox of accessibility and security |
|              |   | must be overcome if the Internet is to realize its full business potential. IBM has different products and services for each aspect/sector of electronic commerce, but   |

<sup>1</sup> Unless noted, all citations in this chart are to Net Commerce for OS/390 by Rich Conway, Simon Armiger, Nils Bergquist, Kevin Curley, and Jarmo Lepinen, published by International Business Machines Corporation ("IBM") in July 1998. [DFNT0001082-0001301]

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## Comparison of the U.S. Patent No. 7,818,399 and Net. Commerce for $\ensuremath{\mathrm{OS}}\xspace/390$

| Claim<br>No. | Claim Language of U.S. Patent No. 7,818,399 | Relevant Disclosure in Net. Commerce for OS/390 ("Net. Commerce book")   |
|--------------|---|--|
|              |   | "In the default shopping process, this home page is a flat HTML file. For easier maintenance, a dynamic page would be preferable for stores with frequently changing products that still want to make offers from the home page." Pg. 20.  "When you click on one of the boxes in 4, a text dialog box will appear. From the text dialog box, click on Insert, then Link. Select Category Page from the Link to item and type OS/309 edbooks in the Linked Text field. The Merchant Reference number should already be filled in. Leave the Category Reference number should already be filled in. Leave the Category Reference number to hank for now. Click OK and the text dialog box will be filled in with some HTML link text. Hit File and Close - Save Changes. If using our example, you will need to repeat this step for the AIX Redbooks link." Pg. 119.  "Take into account the dynamic nature of the Internet and of Net.Commerce. Think about putting specials and sales offerings directly on your home page or in your html page footer." Pg. 18. |

PX01DOCS\705925.1

<sup>&</sup>lt;sup>2</sup> The Net Commerce book is a user guide and technical manual for the IBM Net Commerce product for OS/390. The Net Commerce book provides an "introduction to electronic commerce [in 1998] and the [Net Commerce] product itself ... [and] also provides examples of Net Commerce implementations." Pg. vii.

| Claim<br>No. | Claim Language of U.S. Patent No. 7,818,399 | Relevant Disclosure in Net.Commerce for OS/390 ("Net.Commerce book")   |
|--------------|---|--|
|              |   | "If most customers do not need the information you are displaying on the product page, you may even offer a shortcut button on the category page." Pg. 18.   |
|              |   | "This is the first thing a shopper sees when surfing to your shopping site.  Besides using graphical elements to lure the shopper into your store, you may consider putting special sales offerings on this page." Pg. 20.   |
|              |   | "The category pages link shoppers to the groups of products or services available in the store. You can compare them to a table of contents in a paper catalog or signs in a real store. They have to include category titles and images, descriptions, and of course hyperlinks to subcategories or product pages." Pg. 21.   |
|              |   | "The product pages include descriptions, attributes, images and price of the products. They might also contain a link to related products or to detailed product evaluations. Additionally, the product pages should include a link for adding the product to the shopping cart. Pg. 21.   |
|              |   | Description of the state of the |
|              |   | мя с напрементору останарую.<br>Pg. 21.  |

4 PX01DOC8/705925.1

## Comparison of the U.S. Patent No. 7,818,399 and Net.Commerce for OS/390

| Claim<br>No. | Claim Language of U.S. Patent No. 7.818,399 | Relevant Disclosure in Net.Commerce for OS/390 ("Net.Commerce book")   |
|--------------|---|--|
|              |   | Management of the second of th |
|              |   | Pg. 130. Also see pgs. 124-130.  |
|              |   | Spor * has convertures  Pg. 3.   |
|              |   | "For a Net.Commerce project and shopping site, you can certainly choose to   |

#### Comparison of the U.S. Patent No. 7,818,399 and Net.Commerce for OS/390

| Claim<br>No. | Claim Language of U.S. Patent No. 7,818,399 | Relevant Disclosure in Net.Commerce for OS/190 ("Net.Commerce book")   |
|--------------|---|--|
| 30           |   |  |
|              |   | Pg. 119.   |
|              |   | Example of a first web page displays at least one active link associated with a commerce object (i.e., an OS/390 Redbook and AIX Redbook).   |
|              |   | This was whether to Cope and the Cope and th |
|              |   |  |
|              |   | Pg. 121.   |

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## Comparison of the U.S. Patent No. 7,818,399 and Net.Commerce for OS/390

| Claim<br>No. | Claim Language of U.S. Patent No. 7,818,399   | Relevant Disclosure in Net.Commerce for OS/390 ("Net,Commerce book")  |
|--------------|---|---|
|              |   | develop and host everything at your own location. Or you may want to have a service provider, for instance IBM, do everything at their site. Or you may choose a combination of the two.  One solution would be that the merchant has the content hosted by a dedicated service company. That way, setup and maintenance of the hardware, the network, and the customization and connection of most of the software and security components are done elsewhere. This is not as easy as hosting a normal (passive) Web site, though, because a connection to the database is needed, and testing and updating macros and APIs can be difficult." Pg. 31  |
| 1(b)         | automatically retrieving from a storage coupled to the server pre stored data associated with the source page; and then | The Net Commerce book teaches the home pages, categories pages, and the product pages are all designed using templates. Furthermore, the Net Commerce book teaches using a consistent layout for all web pages in a Store. Accordingly, the home page, categories pages, and the product pages in a Store would have "pre stored data associated with the source page."  "Try to use a basic and consistent layout on all your pages, one that is unique for your company. This includes headers and footers, colors, fonts, location of images, and so on.  If you decide to design your site yourself, you can design most macros (dynamic HTML pages that interact with the Net Commerce database) using the Template Designer, provided by Net Commerce." Pg. 14  "Whether the store will look like a single store or like a mall is a marketing decision. Some big stores might prefer looking like many smaller, specialized companies." Pg. 25.  "The Template Designer is a Java applet-based, graphical object-oriented editing tool that allows you to create Web pages for an online mall or store, and to design and modify templates with a graphical HTML editor. You can use it to do the following:  'Create and update home pages, product pages, category pages, and Product Advisor pages. |

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| Claim<br>No. | Claim Language of U.S. Patent No. 7.818,399 | Relevant Disclosure in Net.Commerce for OS/390 ("Net.Commerce book")  |
|--------------|---|---|
|              |   | Design headers and footers for the pages.  Modify the supplied sample category, product, and Product Advisor templates (if you save them with a new file name)." pg. 80.  "When you click on one of the boxes in 4, a text dialog box will appear. From the text dialog box, click on Insert, then Link. Select Category Page from the Link to item and type 0S/390 Redbooks in the Linked Text field. The Merchant Reference number should already be filled in. Leave the Category Reference number blank for now. Click OK and the text dialog box will be filled in with some HTML link text. Hit File and Close - Save Changes. If using our example, you will need to repeat this step for the AIX Redbooks link." Pp. 119. |
|              |   | "Take into account the dynamic nature of the Internet and of Net. Commerce.  Think about putting specials and sales offerings directly on your home page or in your html page footer." Pg. 18.  "If most customers do not need the information you are displaying on the product page, you may even offer a shortcut button on the category page." Pg. 18.  |
|              |   | An example of a web page of the first web page and a second web page.   |

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## Comparison of the U.S. Patent No. 7,818,399 and Net.Commerce for OS/390

| Claim<br>No. | Claim Language of U.S. Patent No. 7.818,399 | Relevant Disclosure in Net.Commerce for OS/390 ("Net.Commerce book")  |
|--------------|---|---|
|              |   | Categories available in your store. Click the category you wish to assign a template to, then click the Template button at the bottom of the page. Enter the template name in the Category Template Assignment form which appears. Figure 81 on page 141 shows the form as we completed it. Save the form and ensure you get a confirmation message. You can view the Template after you have saved it by clicking the View Template button." Pg. 140.  |
|              |   | "6.1.13.2 Product Template Assignment Go to Store Manager, then Product Information. Select your store and product; the Search button at the bottom of the page will search your store database for all products if you cannot remember the product SKU. The results of the search are displayed in a window at the bottom of the page. You can select one of these and it will fill the entries in the product form for you. Next click the Templates button on the task bar on the left side of the administrator page, under Product Information. You will see a form similar to that in Figure 82 on page 142. Enter the product template macro name you created in the Product Template section earlier in this chapter, in the Template form. Save the form, and check for the confirmation message. Fill in the template name (file name with * d2w ending), save the form and click on View Template This should show you how the product template actually looks on the browser." Pg. 141. |
|              |   | "6.1.13.3 Accessing Your Store From A Web Browser Finally, there is one last but very important link that we need to finish creating so that someone accessing your Internet shop can access the category and product template macros you have built.   |
|              |   | The link to a Category Page is an extremely important link, as it allows you to move from your home page in HTML that any browser can access by typing in a simple URL (for example http://www.itsoshop.com/rbgalore.html) to a macro that is not a simple URL. If you have a Self-Contained Store and you do not wish your customers to pass through an intermediate Mall frontpage, you will need a link like this in your home page.   |
|              |   | Go to Store Manager and open the Template Designer. Select your store (in our   |

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#### Comparison of the U.S. Patent No. 7,818,399 and Net.Commerce for OS/390

| Claim<br>No. | Claim Language of U.S. Patent No. 7,818,399 | Relevant Disclosure in Net.Commerce for OS/390 ("Net.Commerce book")   |
|--------------|---|--|
|              |   | Melana to Radio de Louis de Lo |
|              |   | Pg. 130. Also see pgs. 124-130.  |
|              |   | "6.1.13.1 Category Template Assignment Go to Store Manager, then Product Categories. Select your store, then click the   |

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## Comparison of the U.S. Patent No. 7,818,399 and Net.Commerce for OS/390

| Claim<br>No. | Claim Language of U.S. Patent No. 7,818,399 | Relevant Disclosure in Net.Commerce for OS/390 ("Net.Commerce book")   |
|--------------|---|--|
|              |   | case it is Redbooks Galore) and hit Load. Select File, Open, then select your saved HTML image. Double-click on the box that reads OS/390 Redbooks and a text dialog box will appear. This is the same text dialog box that was built in Figure 57 on page 119. We are going to replace the HTML link logic in this text dialog box, so go ahead and erase all the text in the dialog box. After all the HTML link logic text is erased, do the following:  Select Insert, then Link. A Link dialog box will appear.  Select Category Page from the Link to item and type OS/390 Redbooks in the Linked Text field. The Merchant Reference number should already be filled in.  Next, fill in the Category Reference number that was created in 6.1.11.1, "Enter Basic Product Information" on page 134. In our example it is 501. If you do not know what your Category Reference number is you can click on Browse and a Web browser window will display all the defined product categories.  Click OK and the text dialog box will be filled in with some HTML link text, as shown in Figure 83. Hit File and Close - Save Changes. If using our example, you will need to repeat this step for the AIX Redbooks link.  From Template Desiguer you can see what the page will look like by selecting File, then View in Browser. By clicking the link we have just created you should be taken to a page similar to that in Figure 69 on page 130.  With this final link in place, you can now access your entire Internet shop from a Web browser. The footer file that we copied into the page allows you to access the shopping cart and other Net.Commerce functions.  You can make the home page of your new Web site the default welcome page for your Web server by editing the Web server configuration file httpd.conf and changing the Welcome Directive to match the name of your home page. Alternatively, you can simply specify the full name for the home page in your Web browser URL. To access the site we have just created you would specify http://www.isoshop.com/rbgalore.html." Pgs. 142-4. |

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| Claim<br>No. | Claim Language of U.S. Patent No. 7,818,399  | Relevant Disclosure in Net.Commerce for OS/390 ("Net.Commerce book")   |
|--------------|--|--|
| 1(c)         | automatically with the server computer generating and transmitting to the web browser a second web page that includes: () information associated with the commerce object associated with the ink 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. | See also 3-6, infra.  The first web page can be the home page of the store and the second web page can be the categories page (i.e., the selected commerce object is the product categories). In different example, the categories page can be the first web page and the second web page can be the subcategories page (i.e., the selected commerce object is the product subcategories). In a third example, the subcategories page can be the first web page and the second web page can be the product page (i.e., the selected commerce object is the product). |
|              |  | The Net.Commerce book teaches the home pages, categories pages, and the product pages are all designed using templates. Furthermore, the Net.Commerce book teaches using a consistent layout for all web pages in a Store. Accordingly, the home page, categories pages, and the product pages in a Store would have a "a plurality of visually perceptible elements derived from the retrieved pre stored data and visually corresponding to the source page."  |
|              |  | "Try to use a basic and consistent layout on all your pages, one that is unique for your company. This includes headers and footers, colors, fonts, location of images, and so on.   |
|              |  | If you decide to design your site yourself, you can design most macros (dynamic HTML pages that interact with the Net.Commerce database) using the Template Designer, provided by Net.Commerce." Pg. 14  |
|              |  | "Whether the store will look like a single store or like a mall is a marketing decision. Some big stores might prefer looking like many smaller, specialized companies." Pg. 25.   |
|              |  | "The Template Designer is a Java applet-based, graphical object-oriented editing tool that allows you to create Web pages for an online mall or store, and to design and modify templates with a graphical HTML editor. You can use it to do the following:  |
|              |  | · Create and update home pages, product pages, category pages, and Product Advisor pages.  |
| X01DOCS/70   | 05925.1  | 12   |

#### Comparison of the U.S. Patent No. 7,818,399 and Net.Commerce for OS/390

| Claim<br>No. | Claim Language of U.S. Patent No. 7,818,399 | Relevant Disclosure in Net.Commerce for QS/390 ("Net.Commerce book")   |
|--------------|---|--|
|              |   | Design headers and footers for the pages.     Modify the supplied sample category, product, and Product Advisor templates (if you save them with a new file name)." pg. 80.  |
|              |   | "2.4.8 Default Shopping Trip The shopping trip that is provided by Net Commerce in the demonstration shopping mall is outlined in Figure 8. Depending on the store you are building, you may have to modify it." Pg. 24.   |
|              |   | Margarer State Page Copyries Subtractiony  Fingliand on Shopping Data  Finance of Carbon Shopping D |
|              |   | Fig. 24.   |
|              |   | "In the default shopping process, this home page is a flat HTML file. For easier maintenance, a dynamic page would be preferable for stores with frequently changing products that still want to make offers from the home page." Pg. 20.  |
|              |   | "When you click on one of the boxes in 4, a text dialog box will appear. From the text dialog box, click on Insert, then Link. Select Category Page from the Link to item and type OS/390 Redbooks in the Linked Text field. The Merchant Reference number should already be filled in. Leave the  |

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## Comparison of the U.S. Patent No. 7,818,399 and Net.Commerce for OS/390

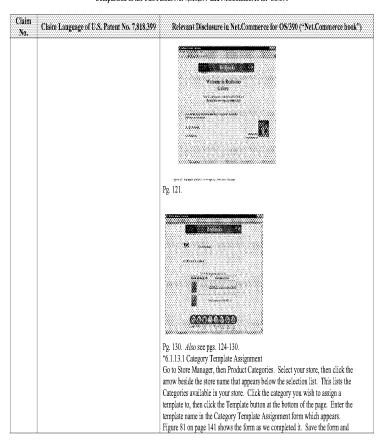
| Claim<br>No. | Claim Language of U.S. Patent No. 7.818,399 | Relevant Disclosure in Net.Commerce for OS/390 ("Net.Commerce book")   |
|--------------|---|--|
|              |   | Category Reference number blank for now. Click OK and the text dialog box will be filled in with some HTML link text. Hit File and Close - Save Changes. If using our example, you will need to repeat this step for the AIX Redbooks link." Pg. 119.  |
|              |   | "Take into account the dynamic nature of the Internet and of Net.Commerce.  Think about putting specials and sales offerings directly on your home page or in your html page footer." Pg. 18.  |
|              |   | "If most customers do not need the information you are displaying on the product page, you may even offer a shortcut button on the category page." Pg. 18.   |
|              |   | "This is the first thing a shopper sees when surfing to your shopping site.  Besides using graphical elements to lure the shopper into your store, you may consider putting special sales offerings on this page." Pg. 20.   |
|              |   | "The category pages link shoppers to the groups of products or services available in the store. You can compare them to a table of contents in a paper catalog or signs in a real store. They have to include category titles and images, descriptions, and of course hyperlinks to subcategories or product pages." Pg. 21. |
|              |   | "The product pages include descriptions, attributes, images and price of the products. They might also contain a link to related products or to detailed product evaluations. Additionally, the product pages should include a link for adding the product to the shopping cart. Pg. 21.                                     |

## Comparison of the U.S. Patent No. 7,818,399 and Net.Commerce for OS/390

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| Claim<br>No. | Claim Language of U.S. Patent No. 7.818.399 | Relevant Disclosure in Net.Commerce for ON 390 ("Net.Commerce book") |
|--------------|---|--|
|              |   | Pg. 21.  |
|              |   | Figur 37. This contribution design Stone $$Pg.\ 119.$                |
|              |   | An example of a first web page and a second web page.                |

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### Comparison of the U.S. Patent No. 7,818,399 and Net.Commerce for OS/390 $\,$

| Claim<br>No. | Claim Language of U.S. Patent No. 7,818,399 | Relevant Disclosure in Net.Commerce for OS/390 ("Net.Commerce book")   |
|--------------|---|--|
| No           |   | dialog box, so go ahead and erase all the text in the dialog box. After all the HTML link logic text is erased, do the following:  Select Insert, then Link. A Link dialog box will appear.  Select Category Page from the Link to item and type OS/390 Redbooks in the Linked Text field. The Merchant Reference number should already be filled in.  Next, fill in the Category Reference number that was created in 6.1.11.1, "Enter Basic Product Information" on page 134. In our example it is 501. If you do not know what your Category Reference number is you can click on Browse and a Web browser window will display all the defined product categories.  Click OK and the text dialog box will be filled in with some HTML link text, as shown in Fignre 83. Hit File and Close - Save Changes. If using our example, you will need to repeat this step for the AIX Redbooks link.  From Template Designer you can see what the page will look like by selecting File, then View in Browser. By clicking the link we have just created you should be taken to a page similar to that in Fignre 69 on page 130. |
|              |   | With this final link in place, you can now access your entire Internet shop from a Web browser. The footer file that we copied into the page allows you to access the shopping cart and other Net.Commerce functions.  |
|              |   | You can make the home page of your new Web site the default welcome page for your Web server by editing the Web server confignration file httpd.conf and changing the Welcome Directive to match the name of your home page.  Alternatively, you can simply specify the full name for the home page in your Web browser URL. To access the site we have just created you would specify http://www.itsoshop.com/rbgalore.html." Pgs. 142-4.   |
|              |   | "For a Net Commerce project and shopping site, you can certainly choose to develop and host everything at your own location. Or you may want to have a service provider, for instance IBM, do everything at their site. Or you may choose a combination of the two.  One solution would be that the merchant has the content hosted by a dedicated   |

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#### Comparison of the U.S. Patent No. 7,818,399 and Net.Commerce for OS/390

| Claim<br>No. | Claim Language of U.S. Patent No. 7,818,399 | Relevant Disclosure in Net. Commerce for OS/390 ("Net. Commerce book")  |
|--------------|---|---|
|              |   | ensure you get a confirmation message. You can view the Template after you have saved it by clicking the View Template button." Pg. 140.  |
|              |   | "6.1.13.2 Product Template Assignment Go to Store Manager, then Product Information. Select your store and product; the Search button at the bottom of the page will search your store database for all products if you cannot remember the product SKU. The results of the search are displayed in a window at the bottom of the page. You can select one of these and it will fill the entries in the product form for you. Next click the Templates button on the task har on the left side of the administrator page, under Product Information. You will see a form similar to that in Figure 82 on page 142. Enter the product template macro name you created in the Product Template section earlier in this chapter, in the Template form. Save the form, and check for the confirmation message. Fill in the template name (file name with *.d2w ending), save the form and click on View Template This should show you how the product template actually looks on the browser." Pg. 141. |
|              |   | "6.1.13.3 Accessing Your Store From A Web Browser<br>Finally, there is one last but very important link that we need to finish creating so<br>that someone accessing your Internet shop can access the category and product<br>template macros you have built.  |
|              |   | The link to a Category Page is an extremely important link, as it allows you to move from your home page in HTML that any browser can access by typing in a simple URL (for example http://www.itsoshop.com/rbgalore.html) to a macro that is not a simple URL. If you have a Self-Contained Store and you do not wish your customers to pass through an intermediate Mall frontpage, you will need a link like this in your home page.   |
|              |   | Go to Store Manager and open the Template Designer. Select your store (in our case it is Redbooks Galore) and hit Load. Select File, Open, then select your saved HTML image. Double-click on the box that reads OS/390 Redbooks and a text dialog box will appear. This is the same text dialog box that was built in Figure 57 on page 119. We are going to replace the HTML link logic in this text  |

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### Comparison of the U.S. Patent No. 7,818,399 and Net. Commerce for $\ensuremath{\mathrm{OS}}\xspace/390$

| Claim<br>No. | Claim Language of U.S. Patent No. 7,818,399   | Relevant Disclosure in Net.Commerce for OS/390 ("Net.Commerce book")  |
|--------------|---|---|
|              |   | service company. That way, setup and maintenance of the hardware, the network, and the customization and connection of most of the software and security components are done elsewhere. This is not as easy as hosting a normal (passive) Web site, though, because a connection to the database is needed, and testing and updating macros and APIs can be difficult." Pg. 31.   |
| 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.   | "Think about putting specials and sales offerings directly on your home page or in your html page footer." Pg. 18  "Try to use a basic and consistent layout on all your pages, one that is unique for your company. This includes headers and footers, colors, fonts, location of images, and so on.  If you decide to design your site yourself, you can design most macros (dynamic HTML pages that interact with the Net Commerce database) using the Template Designer, provided by Net Commerce." Pg. 14  "2.2.4 Use Headers and Footers  Create headers that include your logo, colors and slogans that you also use in other media in order to let shoppers know which store they are in at all times. You can use the footer to offer links to the shopping cart, the order pages, and |
|              |   | back to the product and category pages. You can also use the footer line to add links to sales offerings or to general product categories that might be interesting for all shoppers (for example, candies or fancy mousepads)." Pg. 14.  |
| 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. | "2.1.2 Product Categories  To create a shopping environment where customers can easily feel at home, you should make sure they can find the products they need in the places they expect them. But, contrary to a real-life store, you can put products electronically in more than one place without using expensive shelf space.  Use multiple "parents" if you want to include the product in multiple categories. For example, you could include milk in the cold drinks category as well as in the dairy products category. That way, you can make sure that a product (in this  |

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| Claim<br>No. | Claim Language of U.S. Patent No. 7,818,399 | Relevant Disclosure in Net.Commerce for OS/390 ("Net.Commerce book")   |
|--------------|---|--|
|              |   | case milk) will be found by customers who take different paths while browsing through your online store.   |
|              |   | Most experienced users know what they want, and they want to get to it fast. Therefore, be sure to include a fast path for them to get to the products they have bought before, and to related products. Especially on slow connections, having to browse multiple categories is not a good idea.  Depending on the products you are selling, customers accept differing shopping and order processes. |
|              |   | For example, when shopping for groceries, customers do not want to browse two categories and one product page for every product they want to buy. They may just need a "grocery list" in which they can check items and specify the amount they need.  |
|              |   | However, for more expensive products, people are willing to invest time and effort in the process of finding the right product. In these cases, offer all information the shopper needs to make a decision, and build an easy but logical navigation structure around it.  |
|              |   | Net.Commerce provides you with great flexibility to find and implement the appropriate design for products and categories and also for multiple variations of the same product (also referred to as attributes or items). Figure 5 illustrates how such structures and relations are reflected in the Net.Commerce database." pg. 3  |

Comparison of the U.S. Patent No. 7,818,399 and Net.Commerce for OS/390

| Claim<br>No. | Claim Language of U.S. Patent No. 7,818,399 | Relevaur Disclosure in Net.Commerce for OS/390 ("Net.Commerce book")  |
|--------------|---|---|
|              |   | Pg. 13.  "The category pages link shoppers to the groups of products or services available in the store. You can compare them to a table of contents in a paper catalog or signs in a real store. They have to include category titles and images, descriptions, and of course hyperlinks to subcategories or product pages." Pg. 21.  "The product pages include descriptions, attributes, images and price of the products. They might also contain a link to related products or to detailed product evaluations. Additionally, the product pages should include a link for adding the product to the shopping cart. Pg. 21. |

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## Comparison of the U.S. Patent No. 7,818,399 and Net.Commerce for OS/390

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| Type 7 - American for a Constraint Constraint Constraint  Type 7 - American for a Constraint  Type 7 - | Claim | Claim Language of U.S. Patent No. 7,818,399 | Relevant Disclosure in Net.Commerce for OS/390 ("Net.Commerce book")   |
|--|-------|---|--|
| Spec St. Private McGreep Review  | No.   |   | The Stand Control of C |
| Pg. 119.   |       |   | Types SF Test and 144 Strong Annel   |

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## Comparison of the U.S. Patent No. 7,818,399 and Net.Commerce for OS/390

| Claim<br>No. | Claim Language of U.S. Patent No. 7,818,399  | Relevant Disclosure in Net.Commerce for OS/390 ("Net.Commerce book")  |
|--------------|--|---|
|              |  | "6.1.9.1 Create a Category Template Open Template Designer as described before. This time select File, New, and Category Template from the list. As with the home page creation Web page description earlier in this chapter, we will go through the individual elements. Fignre 65 shows the Template Designer Category Template os390rbk.d2w that we created for the OS/390 Redbooks category.  I shows a Text Box with a Category Name Database tag. This corresponds to the text dialog box shown in Fignre 66 on page 127. One difference in Template Designer between the HTML files and template files is the addition of a database pull-down menu in the menu bar of the text dialog box. This menu has a list of database entry names that correspond to entries that are made in the Net. Commerce administrator pages. By selecting one of these, a database tag is placed in the text box which is translated into an SQL command in the macro. In the case of the sample text box displayed in Fignre 66 on page 127, the Category Name will be pulled from the database and displayed in the text box. This makes the template dynamic, in that it could be used with many different categories.  The elements in the database specific to that category will be pulled out by the database tag. This Category Template Macro will be associated with a particular category in a form later on in the building process." Pg. 126. Also see pg. 127-131 |
| 19           | A system useful in an outsource provider serving web pages offering commercial opportunities, the system comprising: | See 1, supra.  "Electronic commerce is one of the answers. One benefit that we can get from the Internet is to make it a primary profit source by creating a marketplace where companies will want to invest. The time has come to turu the Internet into a major business center for your company.  In this book we cover Net.Commerce, a product that finally makes it possible to engage millions of users, anytime, anywhere in the age-old process of buying and   |

| Claim<br>No. | Claim Language of U.S. Patent No. 7,818,399   | Relevant Disclosure in Net.Commerce for OS/390 ("Net.Commerce book")   |
|--------------|---|--|
|              |   | "Companies that sell products or services to wholesalers and manufacturers need strong customer relationships, which often means secure communications as well as secure transactions. After all, there is no need to let the competition know what you and your partners are up to.   |
|              |   | On the other hand, companies selling directly to consumers may be more concerned with a Web presence that is more open and inviting, thus making customers feel as though they are receiving more personal attention. Some companies will achieve this by duplicating the shopping experience that consumers are already familiar with, for example, by creating an online virtual mall. Yet, although the virtual mall must be openly accessible to all, the customer must ultimately have enough confidence in the retailer to engage in electronic commerce. This paradox of accessibility and security must be overcome if the Internet is to realize its full business potential. IBM has different products and services for each aspect/sector of electronic commerce, but there is one that can fit all of them, namely, Net.Commerce.  Net.Commerce is easy-to-use software that allows you to have online stores with dynamic pages. It works with the highest standards of Internet security including the Secure Socket Layer (SSL) and Secure Electronic Transaction (SET) protocols, and works with DB2 in order to integrate existing systems. It is both flexible and sealable. It can be used for business transactions, as well as for direct consumer sales, in both cases providing state of the art transaction security. |
|              |   | Net. Commerce allows you to be part of the electronic business world, from store setup or mall home page, and to secure transactions with the newest methods and techniques of security on the Internet. You can access gateways that work with companies internal systems, or gateways that work directly with financial institutions for payment methods." Pg. 2.  |
| 19(a)        | (a) a computer store containing data, for each of<br>a plurality of first web pages, defining a plurality | See 1(a)-1(b), supra.  |
|              | of visually perceptible elements, which visually perceptible elements correspond to the plurality         | The first web page can be the home page of the store and the second web page can be<br>the categories page (i.e., the selected commerce object is the product categories). In  |

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## Comparison of the U.S. Patent No. 7,818,399 and Net.Commerce for OS/390

| Claim<br>No. | Claim Language of U.S. Patent No. 7.818,399 | Relevant Disclosure in Net.Commerce for OS/390 ("Net.Commerce book")   |
|--------------|---|--|
|              |   | "2.4.8 Default Shopping Trip The shopping trip that is provided by Net Commerce in the demonstration shopping mall is outlined in Figure 8. Depending on the store you are building, you may have to modify it." Pg. 24.   |
|              |   | Gregory Description Page Comprise Districtions   |
|              |   | Prepare of Other 20 copyrights - Prefixed - Prefixed - Prefixed - Prepare of Other 20 copyrights - Prefixed - Prepare of Other 20 copyrights - Prepare of Other 20 co |
|              |   | tow A definition theory (1) Pg. 24.  |
|              |   | "In the default shopping process, this home page is a flat HTML file. For easier maintenance, a dynamic page would be preferable for stores with frequently changing products that still want to make offers from the home page." Pg. 20.  |
|              |   | "When you click on one of the boxes in 4, a text dialog box will appear.  From the text dialog box, click on Insert, then Link. Select Category Page from the Link to item and type OS/390 Redbooks in the Linked Text field.  The Merchant Reference number should already be filled in. Leave the  |
|              |   | The Artestant retenent annual since a many control of the text dialog box will be filled in with some HTML link text. Hit File and Close - Save Changes. If using our example, you will need to repeat this step for the AIX Redbooks link." Pg. 119.  |

#### Comparison of the U.S. Patent No. 7,818,399 and Net.Commerce for OS/390

| Claim | Claim Language of U.S. Patent No. 7,818,399  | Relevant Disclosure in Net. Commerce for OS/390 ("Net.Commerce book")  |
|-------|--|--|
| No.   | Claim: Language of U.S. Patent No. 7.818.399  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; | Relevant Disclosure in Net.Commerce for OS/3904"Net.Commerce book").  different example, the categories page can be the first web page and the second web page can be the subcategories page (i.e., the selected commerce object is the product subcategories). In a third example, the subcategories page can be the first web page and the second web page can be the product page (i.e., the selected commerce object is the product).  The Net.Commerce book teaches the home pages, categories pages, and the product pages are all designed using templates. Furthermore, the Net.Commerce book teaches using a consistent layout for all web pages in a Store. Accordingly, the home page, categories pages, and the product pages in a Store would have a "a plurality of visually perceptible elements derived from the retrieved pre stored data and visually corresponding to the source page."  "Try to use a basic and consistent layout on all your pages, one that is unique for your company. This includes headers and footers, colors, fonts, location of images, and so on.  If you decide to design your site yourself, you can design most macros (dynamic HTML pages that interact with the Net.Commerce database) using the Template Designer, provided by Net.Commerce." Pg. 14  "Whether the store will look like a single store or like a mall is a marketing decision. Some big stores might prefer looking like many smaller, specialized companies." Pg. 25.  "The Template Designer is a Java applet-based, graphical object-oriented editing tool that allows you to create Web pages for an online mall or store, and to design and modify templates with a graphical HTML editor. You can use it to do the following: |
|       |  | the following:  Create and update home pages, product pages, category pages, and Product Advisor pages.  Design headers and footers for the pages.  Modify the supplied sample category, product, and Product Advisor templates (if you save them with a new file name)." pg. 80.  |

PX01DOCS\705925.1

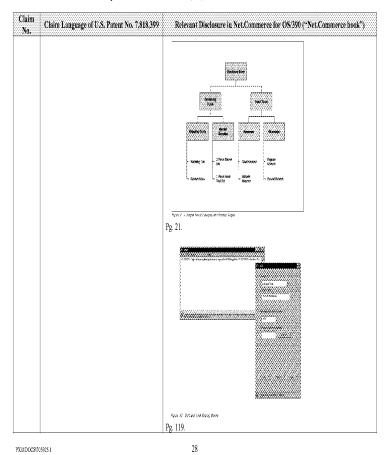
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## Comparison of the U.S. Patent No. 7,818,399 and Net.Commerce for OS/390

| Claim<br>No. | Claim Language of U.S. Patent No. 7,818,399 | Relevant Disclosure in Net.Commerce for OS/390 ("Net.Commerce book")   |
|--------------|---|--|
|              |   | "Take into account the dynamic nature of the Internet and of Net Commerce.  Think about putting specials and sales offerings directly on your home page or in your html page footer." Pg. 18.  |
|              |   | "If most customers do not need the information you are displaying on the product page, you may even offer a shortcut button on the category page." Pg. 18.   |
|              |   | "This is the first thing a shopper sees when surfing to your shopping site.  Besides using graphical elements to have the shopper into your store, you may consider putting special sales offerings on this page." Pg. 20.   |
|              |   | "The category pages link shoppers to the groups of products or services available in the store. You can compare them to a table of contents in a paper catalog or signs in a real store. They have to include category titles and images, descriptions, and of course hyperlinks to subcategories or product pages." Pg. 21. |
|              |   | "The product pages include descriptions, attributes, images and price of the products. They might also contain a link to related product or to detailed product evaluations. Additionally, the product pages should include a link for adding the product to the shopping cart. Pg. 21.                                      |

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#### Comparison of the U.S. Patent No. 7,818,399 and Net. Commerce for $\ensuremath{\mathrm{OS}}\xspace/390$

| Claim<br>No. | Claim Language of U.S. Patent No. 7,818,399 | Relevant Disclosure in Net.Commerce for OS/190 ("Net.Commerce book")   |
|--------------|---|--|
|              |   | An example of a first web page and a second web page.  |
|              |   | Pg. 121.   |
|              |   | Control of the contro |
|              |   | Pg. 130. Also see pgs. 124-130. "6.1.13.1 Category Template Assignment   |

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## Comparison of the U.S. Patent No. 7,818,399 and Net.Commerce for OS/390

| Claim<br>No. | Claim Language of U.S. Patent No. 7,818,399 | Relevant Disclosure in Net.Commerce for OS/390 ("Net.Commerce book")  |
|--------------|---|---|
|              |   | Go to Store Manager, then Product Categories. Select your store, then click the arrow beside the store name that appears below the selection list. This lists the Categories available in your store. Click the category you wish to assign a template to, then click the Template button at the bottom of the page. Enter the template name in the Category Template Assignment form which appears. Figure 81 on page 141 shows the form as we completed it. Save the form and ensure you get a confirmation message. You can view the Template after you have saved it by clicking the View Template button." Pg. 140.  |
|              |   | "6.1.13.2 Product Template Assignment Go to Store Manager, then Product Information. Select your store and product; the Search button at the bottom of the page will search your store database for all products if you cannot remember the product SKU. The results of the search are displayed in a window at the bottom of the page. You can select one of these and it will fill the entries in the product form for you. Next click the Templates button on the task bar on the left side of the administrator page, under Product Information. You will see a form similar to that in Figure 82 on page 142. Enter the product template macro name you created in the Product Template section earlier in this chapter, in the Template form. Save the form, and check for the confirmation message. Fill in the template name (file name with *.d2w ending), save the form and click on View Template This should show you how the product template actually looks on the browser." Pg. 141. |
|              |   | "6.1.13.3 Accessing Your Store From A Web Browser Finally, there is one last but very important link that we need to finish creating so that someone accessing your Internet shop can access the category and product template macros you have built.   |
|              |   | The link to a Category Page is an extremely important link, as it allows you to move from your home page in HTML that any browser can access by typing in a simple URL (for example http://www.itsoshop.com/rbgalore.html) to a macro that is not a simple URL. If you have a Self-Contained Store and you do not wish your customers to pass through an intermediate Mall frontpage, you will need a link like this in your home page.   |

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## Comparison of the U.S. Patent No. 7,818,399 and Net.Commerce for OS/390

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| 7.818.399 Relevant Disclosure in Net. Commerce for OS/390 ("Net.Commerce book")  |
|--|
| Go to Store Manager and open the Template Designer. Select your store (in our case it is Redbooks Galore) and hit Load. Select File, Open, then select your saved HTML image. Double-click on the box that reads OS/390 Redbooks and a text dialog box will appear. This is the same text dialog box that was built in Figure 57 on page 119. We are going to replace the HTML link logic in this text dialog box, so go ahead and erase all the text in the dialog box. After all the HTML link logic text is erased, do the following:  Select Insert, then Link. A Link dialog box will appear.  Select Category Page from the Link to item and type OS/390 Redbooks in the Linked Text field. The Merchant Reference number should already be filled in.  Next, fill in the Category Reference number that was created in 6.1.11.1, "Enter Basic Product Information" on page 134. In our example it is 501. If you do not know what your Category Reference number is you can click on Browse and a Web browser window will display all the defined product categories.  Click OK and the text dialog box will be filled in with some HTML link text, as shown in Figure 83. Hit File and Close - Save Changes. If using our example, you will need to repeat this step for the AIX Redbooks link.  From Template Desiguer you can see what the page will look like by selecting File, then View in Browser. By clicking the link we have just created you should be taken to a page similar to that in Figure 69 on page 130.  With this final link in place, you can now access your entire Internet shop from a Web browser. The footer file that we copied into the page allows you to access the shopping cart and other Net. Commerce functions.  You can make the home page of your new Web site the default welcome page for your Web server by editing the Web server configuration file httpd conf and changing the Welcome Directive to match the name of your home page.  Alternatively, you can simply specify the full name for the home page in your Web browser URL. To access the site we have inst crea |
|  |

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| Claim | Claim Language of U.S. Patent No. 7,818,399 | Relevant Disclosure in Net.Commerce for OS/390 ("Net.Commerce book")   |
|-------|---|--|
| No.   | Claim Language of U.S. Patent No. 7.818,399 | Relevant Disclosure in Net.Commerce for OS 390 ("Net.Commerce book")   |
|       |   | Figure 1. The Net Conneces System  |
|       |   | Pg. 3.   |
|       |   | "For a Net Commerce project and shopping site, you can certainly choose to develop and host everything at your own location. Or you may want to have a service provider, for instance IBM, do everything at their site. Or you may choose a combination of the two.  One solution would be that the merchant has the content hosted by a dedicated service company. That way, setup and maintenance of the hardware, the network, and the customization and connection of most of the software and security components are done elsewhere. This is not as easy as hosting a normal (passive) Web site, though, because a connection to the database is |

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## Comparison of the U.S. Patent No. 7,818,399 and Net.Commerce for OS/390

| the following:  Create and update home pages, product pages, category pages, s. Advisor pages.  Advisor pages.  Design headers and footers for the pages.  Modify the supplied sample category, product, and Product Advisor pages and the supplied sample category, product, and Product Advisor pages.  2.4.8 Default Shopping Trip The shopping trip that is provided by Net Commerce in the demo shopping mall is outlined in Figure 8. Depending on the store yo you may have to modify it." Pg. 24.  | Claim<br>No | Claim Language of U.S. Patent No. 7,818,399 | Relevant Disclosure in Net.Commerce for OS/390 ("Net.Commerce book")  |
|--|-------------|---|---|
| Page of the Advances for Page 1 and Page 2 and Page 3 a | No.         | Claim Language of U.S. Patent No. 7,818,399 | the following:  Create and update home pages, product pages, category pages, and Product Advisor pages.  Design headers and footers for the pages.  Modify the supplied sample category, product, and Product Advisor templates (if you save them with a new file name)." pg. 80.  "2.4.8 Default Shopping Trip The shopping trip that is provided by Net Commerce in the demonstration shopping mall is outlined in Figure 8. Depending on the store you are building, |
| Pg. 24.  "In the default shopping process, this home page is a flat HTML maintenance, a dynamic page would be preferable for stores with   |             |   | Stagens Stagets of the Congress & Stagets   |
| maintenance, a dynamic page would be preferable for stores with  |             |   | Face 8 Values and Mark States Str. Pg. 24.  |
| changing products that start want to make oriers from the nome p   |             |   | "In the default shopping process, this home page is a flat HTML file. For easier maintenance, a dynamic page would be preferable for stores with frequently changing products that still want to make offers from the home page." Pg. 20.   |

#### Comparison of the U.S. Patent No. 7,818,399 and Net.Commerce for OS/390

| Claim<br>No. | Claim Language of U.S. Patent No. 7,818,399  | Relevant Disclosure in Net.Commerce for OS/390 ("Net.Commerce book")  |
|--------------|--|---|
|              |  | needed, and testing and updating macros and APIs can be difficult." Pg. 31.   |
| 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 | See 1(a)-1(c), supra.  The first web page can be the home page of the store and the second web page can be the categories page (i.e., the selected commerce object is the product categories). In different example, the categories page can be the first web page and the second web page can be the subcategories page (i.e., the selected commerce object is the product subcategories). In a third example, the subcategories page can be the first web page and the second web page can be the product page (i.e., the selected commerce object is the product). |
|              | 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  | The Net.Commerce book teaches the home pages, categories pages, and the product pages are all designed using templates. Furthermore, the Net.Commerce book teaches using a consistent layout for all web pages in a Store. Accordingly, the home page, categories pages, and the product pages in a Store would have a "a plurality of visually perceptible elements derived from the retrieved pre stored data and visually corresponding to the source page."   |
|              | corresponding to the source page.  | "Try to use a basic and consistent layout on all your pages, one that is unique for your company. This includes headers and footers, colors, fonts, location of images, and so on.  |
|              |  | If you decide to design your site yourself, you can design most macros (dynamic HTML pages that interact with the Net.Commerce database) using the Template Designer, provided by Net.Commerce." Pg. 14   |
|              |  | "Whether the store will look like a single store or like a mall is a marketing decision. Some big stores might prefer looking like many smaller, specialized companies." Pg. 25.  |
|              |  | "The Template Designer is a Java applet-based, graphical object-oriented editing tool that allows you to create Web pages for an online mall or store, and to design and modify templates with a graphical HTML editor. You can use it to do  |

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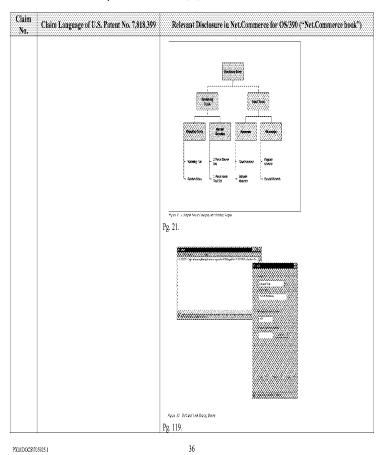
## Comparison of the U.S. Patent No. 7,818,399 and Net.Commerce for OS/390

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| Claim<br>No. | Claim Language of U.S. Patent No. 7,818,399 | Relevant Disclosure in Net.Commerce for OS/390 ("Net.Commerce book")   |
|--------------|---|--|
|              |   | From the text dialog box, click on Insert, then Link. Select Category Page from the Link to item and type OS/390 Redbooks in the Linked Text field. The Merchant Reference number should already be filled in. Leave the Category Reference number blank for now. Click OK and the text dialog box will be filled in with some HTML link text. Hit File and Close - Save Changes. If using our example, you will need to repeat this step for the AIX Redbooks link." Pg. 119. |
|              |   | "Take into account the dynamic nature of the Internet and of Net. Commerce. Think about putting specials and sales offerings directly on your home page or in your html page footer." Pg. 18.  |
|              |   | "If most customers do not need the information you are displaying on the product page, you may even offer a shortcut button on the category page." Pg. 18.   |
|              |   | "This is the first thing a shopper sees when surfing to your shopping site.  Besides using graphical elements to lure the shopper into your store, you may consider putting special sales offerings on this page." Pg. 20.   |
|              |   | "The category pages link shoppers to the groups of products or services available in the store. You can compare them to a table of contents in a paper catalog or signs in a real store. They have to include category titles and images, descriptions, and of course hyperlinks to subcategories or product pages." Pg. 21.   |
|              |   | "The product pages include descriptions, attributes, images and price of the products. They might also contain a link to related products or to detailed product evaluations. Additionally, the product pages should include a link for adding the product to the shopping cart. Pg. 21.   |

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## Comparison of the U.S. Patent No. 7,818,399 and Net.Commerce for OS/390

| Claim<br>No. | Claim Language of U.S. Patent No. 7.818,399 | Relevant Disclosure in Net.Commerce for OS:390 ("Net.Commerce book")   |
|--------------|---|--|
|              |   | template name in the Category Template Assignment form which appears. Figure 81 on page 141 shows the form as we completed it. Save the form and ensure you get a confirmation message. You can view the Template after you have saved it by clicking the View Template button." Pg. 140.  |
|              |   | "6.1.13.2 Product Template Assignment Go to Store Manager, then Product Information. Select your store and product; the Search button at the bottom of the page will search your store database for all products if you cannot remember the product SKU. The results of the search are displayed in a window at the bottom of the page. You can select one of these and it will fill the entries in the product form for you. Next click the Templates button on the task bar on the left side of the administrator page, under Product Information. You will see a form similar to that in Figure 82 on page 142. Enter the product template macro name you created in the Product Template section earlier in this chapter, in the Template form. Save the form, and check for the confirmation message. Fill in the template name (file name with *d2w ending), save the form and click on View Template This should show you how the product template actually looks on the browser." Pg. 141. |
|              |   | "6.1.13.3 Accessing Your Store From A Web Browser Finally, there is one last but very important link that we need to finish creating so that someone accessing your Internet shop can access the category and product template macros you have built.  |
|              |   | The link to a Category Page is an extremely important link, as it allows you to move from your home page in HTML that any browser can access by typing in a simple URL (for example http://www.itosshop.com/rbgalore.html) to a macro that is not a simple URL. If you have a Self-Contained Store and you do not wish your customers to pass through an intermediate Mall frontpage, you will need a link like this in your home page.  |
|              |   | Go to Store Manager and open the Template Desiguer. Select your store (in our case it is Redbooks Galore) and hit Load. Select File, Open, then select your saved HTML image. Double-click on the box that reads OS/390 Redbooks and a   |

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#### Comparison of the U.S. Patent No. 7,818,399 and Net.Commerce for OS/390

| Claim<br>No. | Claim Language of U.S. Patent No. 7,818,399 | Relevant Disclosure in Net. Commerce for OS/390 ("Net. Commerce book")   |
|--------------|---|--|
|              |   | An example of a first web page and a second web page.  Whose to British as Calor.  Whose to British as Calor.  |
|              |   | Pg. 121.   |
|              |   | Pg. 130. Also see pgs. 124-130.  "6.1.13.1 Category Template Assignment Go to Store Manager, then Product Categories. Select your store, then click the arrow beside the store name that appears below the selection list. This lists the Categories available in your store. Click the category you wish to assign a template to, then click the Template button at the bottom of the page. Enter the |

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## Comparison of the U.S. Patent No. 7,818,399 and Net.Commerce for OS/390

| Claim<br>No. | Claim Language of U.S. Patent No. 7,818,399 | Relevant Disclosure in Net.Commerce for OS/390 ("Net.Commerce book")   |
|--------------|---|--|
| 146.         |   | text dialog box will appear. This is the same text dialog box that was built in Figure 57 on page 119. We are going to replace the HTML link logic in this text dialog box, so go ahead and crase all the text in the dialog box. After all the HTML link logic text is erased, do the following:  Select Insert, then Link. A Link dialog box will appear.  Select Category Page from the Link to item and type OS/390 Redbooks in the Linked Text field. The Merchant Reference number should already be filled in.  Next, fill in the Category Reference number that was created in 6.1.11.1, "Enter Basic Product Information" on page 134. In our example it is 501. If you do not know what your Category Reference number is you can click on Browse and a Web browser window will display all the defined product categories.  Click OK and the text dialog box will be filled in with some HTML link text, as |
|              |   | shown in Figure 83. Hit File and Close - Save Changes. If using our example, you will need to repeat this step for the AIX Redbooks link.  From Template Desiguer you can see what the page will look like by selecting File, then View in Browser. By clicking the link we have just created you should be taken to a page similar to that in Figure 69 on page 130.  |
|              |   | With this final link in place, you can now access your entire Internet shop from a Web browser. The footer file that we copied into the page allows you to access the shopping cart and other Net.Commerce functions.  |
|              |   | You can make the home page of your new Web site the default welcome page for your Web server by editing the Web server configuration file httpd.conf and changing the Welcome Directive to match the name of your home page.  Alternatively, you can simply specify the full name for the home page in your Web browser URL. To access the site we have just created you would specify http://www.itoshop.com/rbgalore.html." Pgs. 142-4.  |
|              |   | "For a Net Commerce project and shopping site, you can certainly choose to develop and host everything at your own location. Or you may want to have a service provider, for instance IBM, do everything at their site. Or you may   |

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| choose a combination of the two.  One solution would be that the merchant has the content hosted by a dedica service company. That way, setup and maintenance of the hardware, the network, and the customization and connection of most of the software and security components are done elsewhere. This is not as easy as hosting a normal (passive) Web site, though, because a connection to the database is needed, and testing and updating macros and APIs can be difficult. "Pg. 31. |  |
|--|--|

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#### Comparison of U.S. Patent No. 7,818,399 and United States Patent Application 09/995,278 by Saliba ("Saliba '278")1

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 identified in Defendants' Amended Invalidity Contentions, the asserted claims as described in part below.

| Claim<br>No. | Claim Language of U.S.<br>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<br>provider serving web pages<br>offering commercial<br>opportunities, the method | "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.   |
|              | comprising:  | 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.). |
|              |  | Saliba '278¶ 0009.   |
|              |  | 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.   |
| 1(a)         | automatically at a server of the outsource provider, in response   | "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 activation, by a web browser of a computer user, of a link  | to access the customer-specific data without exposing this transfer to the customer." Saliba '278 ¶ 0010.  |

<sup>&</sup>lt;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). [DFNDT0000295-0000314]

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## Comparison of U.S. Patent No. 7,818,399 and United States Patent Application 09/995,278 by Saliba ("Saliba '278")

| Claim<br>No. | Claim Language of U.S.<br>Patent No. 7,818,399  | Relevant Disclosure in United States Patent Application 09:995,278 by Saliba (*Saliba '278')  |
|--------------|---|---|
|              | 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; | There are many different degrees of integration between the financial institution's server and the third party's server. 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 inicia (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. 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.  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 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.  |
|              |   | 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 (OFX) protocol to exchange financial data.   |
|              |   | Saliba '278¶0053.   |

### Comparison of U.S. Patent No. 7,818,399 and United States Patent Application 09/995,278 by Saliba ("Saliba '278")

| Claim<br>No. | Claim Language of U.S.<br>Patent No. 7,818,399 | Relevant Disclosure in United States Patent Application 09/995,278 by Saliba ("Saliba (278"))  |
|--------------|--|--|
|              |  | 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=bank!" indicates that the customer is being forwarded from bank 1. The service center inserts the appropriate bank's name when presenting the customers 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).        |
|              |  | Saliba '278 ¶ 0054-56.   |
|              |  | 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 gnise of the bank's genre (step 146).   |
|              |  | Saliba '278 ¶ 0063.  |

### Comparison of U.S. Patent No. 7,818,399 and United States Patent Application 09/995,278 by Saliba ("Saliba '278")

| Claim Language of U.S.  | Relevant Disclosure in United States Patent Application 09/995,278 by Saliba ("Saliba '278")   |
|---|--|
| wherein each of the first web pages belongs to one of a plurality of web page owners; | Biller 22(1)   Sh(1)   Sh(1) |
|   | 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 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).  |
|   | Patent No. 7.818,399 wherein each of the first web pages belongs to one of a   |

Comparison of U.S. Patent No. 7,818,399 and United States Patent Application 09/995,278 by Saliba ("Saliba '278")

| Claim<br>No. | Claim Language of U.S.<br>Patent No. 7,818,399  | Relevant Disclosure in United States Patent Application 09/995,278 by Saliba ("Saliba '778")   |
|--------------|---|--|
| 1(a)(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 | 52 Microsoft Internet Explorer   |
|              |   | Book Name and Logic Plank Advisss  58 Checking Account Sevance   |
|              |   | "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 |

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## Comparison of U.S. Patent No. 7,818,399 and United States Patent Application 09/995,278 by Saliba ("Saliba '278")

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| Claim<br>No. | Claim Language of U.S.<br>Patent No. 7,818,399   | Relevant Disclosure in United States Patent Application 09/995,278 by Saliba ("Saliba 278"  |
|--------------|--|---|
|              |  | 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.   |
| (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; | Diller 22(1)  |
|              |  | 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   |

## Comparison of U.S. Patent No. 7,818,399 and United States Patent Application 09/995,278 by Saliba ("Saliba '278")

| Claim | Claim Language of U.S.   |   |
|-------|--|---|
| No.   | Patent No. 7.818.399   | Relevant Disclosure in United States Patent Application 09/995,278 by Saliba ("Saliba '278")  |
|       |  | 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.  |
| l(b)  | automatically retrieving from a<br>storage coupled to the server<br>pre stored data associated with<br>the source page; and then | There are many different degrees of integration between the financial institution's server and the third party's server. 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 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.  "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.  The service center's server 110 rms a branding software module 126, which are stored in program memory 118. The branding module 126 rms 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. |

#### Comparison of U.S. Patent No. 7,818,399 and United States Patent Application 09/995,278 by Saliba ("Saliba '278")

| Claim<br>No. | Claim Language of U.S.<br>Patent No. 7,818,399   | Relevant Disclosure in United States Patent Application 09:995,278 by Saliba ("Saliba (278")   |
|--------------|--|--|
|              |  | 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.  |
| 1(c)         | automatically with the server<br>computer generating and<br>transmitting to the web browser<br>a second web page that<br>includes: | There are many different degrees of integration between the financial institution's server and the third party's server. 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 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.  |
|              |  | "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.   |

### Comparison of U.S. Patent No. 7,818,399 and United States Patent Application 09/995,278 by Saliba ("Saliba '278")

| Claim<br>No. | Claim Language of U.S.<br>Patent No. 7,818,399   | Relevant Disclosure in United States Patent Application 09/995,278 by Saliba ("Saliba ("Saliba '278")  |
|--------------|--|--|
| 1(c)(i)      | (i) information associated with<br>the commerce object associated<br>with the link that has been<br>activated, and | 20 Microsoft Observe 15-States  Eleva Nation and Lago Eleva Address  SN-Nether 49-victor Destrict States   |
|              |  | 165  |
|              |  | 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.  Saliba '278 ¶ 0041. |

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## Comparison of U.S. Patent No. 7,818,399 and United States Patent Application 09/995,278 by Saliba ("Saliba '278")

| Claim | Claim Language of U.S. |  |
|-------|------------------------|--|
| No.   | Patent No. 7,818,399   | Relevant Disclosure in United States Patent Application 09/995,278 by Saliba ("Saliba 27/8")       |
|       |                        | Relevant Disclosure in United States Patent Application 09/95/278 by Saliba "278")    10           |
|       |                        | particular bill, review the itemized purchases, the amount due, and due date.  Saliba '278 ¶ 0041. |
|       |                        | II .   |

## Comparison of U.S. Patent No. 7,818,399 and United States Patent Application 09/995,278 by Saliba ("Saliba '278")

| Claim<br>No. | Claim Language of U.S.<br>Patent No. 7,818,399  | Relevant Disclosure in United States Patent Application 09/995,278 by Saliba ("Saliba 278")   |
|--------------|---|---|
|              | at least one of the plurality of<br>visually perceptible elements<br>includes a set of navigational<br>links on the source page.  | 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.  Saliba '278 ¶ 0043. |
| 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. | The 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 bothe. 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                      |

#### Comparison of U.S. Patent No. 7,818,399 and United States Patent Application 09/995,278 by Saliba ("Saliba '278")

| Claim<br>No. | Claim Language of U.S.<br>Patent No. 7,818,399   | Relevant Disclosure in United States Patent Application 09/995,278 by Saliba ("Saliba '278")   |
|--------------|--|--|
|              |  | 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. |
| 19           | A system useful in an outsource<br>provider serving web pages<br>offering commercial<br>opportunities, the system<br>comprising:   | Sacina 2/6 10041.  See 1, supra.   |
| 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 ach of the first web pages owners; (iii) wherein each of the first web page owners; (iii) wherein each of the first web page owners; (iii) wherein 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 | See 1(a)-1(b), supra.  |

#### Comparison of U.S. Patent No. 7,818,399 and United States Patent Application 09/995,278 by Saliba ("Saliba '278")

| Claim<br>No. | Claim Language of U.S.<br>Patent No. 7,818,399  | Relevant Disclosure in United States Patent Application 09/095,278 by Saliba ("Saliba '278") |
|--------------|---|--|
|              | parties with respect to one other;  |  |
| 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 | See 1(a)-1(c), supra.  |
|              | activated, and (B) the plurality<br>of visually perceptible elements<br>visually corresponding to the<br>source page.   |  |

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## Comparison of U.S. Patent No. 7,818,399 and the CompuServe Information Service ("CIS")

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 CompuServe Information Service ("CIS") anticipates and/or renders obvious, alone or in combination with other prior art identified in Defendants' Amended Invalidity Contentions, the asserted claims as described in part below.

| Claim<br>No. | Claim Language of U.S. Patent No. 7,818,399  | Relevant Disclosure in CIS   |
|--------------|--|--|
| 1            | A method of an outsource provider serving<br>web pages offering commercial opportunities,<br>the method comprising:                                    | CIS is built on a multi-level client-server architecture model wherein CIS performs, in different scenarios, as a Host Site and an Outsource Provider as described in the '135 patent.   |
|              |  | In a first scenario, CIS incorporates links to e-commerce outsource providers into CIS content pages. For instance, CIS incorporates links to EasySabre, Travelshopper and other gateway service providers, each of which performs the role of Outsource Provider as described in the '135 patent. EasySabre, Travelshopper and other gateway services providers provide a platform for e-commerce support for a plurality of sites in a customer-transparent manner. In this scenario, visitors accessing sites operated by EasySabre, Travelshopper and other gateway service providers are presented with a look and feel similar to CIS. |
|              |  | In a second (alternative) scenario, CIS provides e-commerce services to a plurality of merchants and other third parties in a customer-transparent manner wherein look and feel is adapted for each merchant site.   |
|              |  | See, e.g., Charles Bowen & David Peyton, How to Get the Most Out of CompuServe (5th ed. 1993) ("Bowen & Peyton"); Jill H. Ellsworth & Matthew V. Ellsworth, Using CompuServe (1994) ("Ellsworth & Ellsworth").   |
| 1(a)         | automatically at a server of the outsource<br>provider, in response to activation, by a web<br>browser of a computer user, of a link displayed         | A CIS server recognizes which DPP dialogs to use for each Mall Store or Travel Service.  |
|              | by one of a plurality of first web pages,<br>recognizing as the source page the one of the<br>first web pages on which the link has been<br>activated; | In an alternative implementation, an IQUEST server recognizes that a CIS user has requested information. See, e.g., Ellsworth & Ellsworth 316-29 (IQUEST).   |
| 1(a)(i)      | wherein each of the first web pages belongs to<br>one of a plurality of web page owners;   | Each DPP dialog belongs to one of a plurality of Mall Stores and Travel Services.  |

## Comparison of U.S. Patent No. 7,818,399 and the CompuServe Information Service ("CIS")

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| Claim Language of U.S. Patent No. 7,818,399  |  | Relevant Disclosure in CIS  |  |
|--|--|---|--|
|  |  | See, e.g., Ellsworth & Ellsworth 316-29 (IQUEST).   |  |
| l(a)(ii)   | wherein each of the first web pages displays at<br>least one active link associated with a commerce<br>object associated with a buying opportunity of a<br>selected one of a plurality of merchants; and | each of the pages displays at least one active link associated with a commerce object; for instance a product for sale or a flight segment that can be reserved from one of a plurality of airlines   |  |
|  |  | See, e.g., Ellsworth & Ellsworth 316-29 (IQUEST).   |  |
| l(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; |  | A selected merchant (e.g. Delta Airlines), CIS and Travelshopper are each third parties with respect to one another.  |  |
|  |  | IQUEST servers provide products to CIS users from a plurality of merchants located at<br>remote servers using a look and feel specific to CIS. See, e.g., Ellsworth & Ellsworth<br>316-29 (IQUEST).   |  |
| 1(b)   | automatically retrieving from a storage coupled<br>to the server pre stored data associated with the<br>source page; and then  | CIS automatically uses the appropriate DPP dialog from pre-stored data associated with the source page;   |  |
|  |  | IQUEST uses information pre-stored about the CIS environment. See, e.g., Ellsworth & Ellsworth 316-29 (IQUEST).   |  |
| l(c)   | automatically with the server computer<br>generating and transmitting to the web browser a<br>second web page that includes:   | CIS server generates & transmits to the CompuServe Information Manager browser a 2nd page that includes:  |  |
|  |  | IQUEST servers automatically generate and transmit to CIS clients pages that include:   |  |
| 1(c)(i)  | information associated with the commerce object<br>associated with the link that has been activated,   | Flight or product details   |  |
|  | and  | For the IQUEST example, commerce object might be a catalog of objects available or an individual product. See, e.g., Ellsworth & Ellsworth 316-29 (IQUEST).   |  |
| 1(c)(ii)   | a plurality of visually perceptible elements<br>derived from the retrieved pre stored data and<br>visually corresponding to the source page.   | The CIS server sends a plurality of visually perceptible elements (menus, lists, buttons, etc) based on pre-stored data and corresponding to the source page.   |  |
|  |  | For the IQUEST example, the visually perceptible elements derived from the pre-<br>stored data include a prompt at the bottom of each page that accepts CIS navigation<br>commands and other choices. See, e.g., Ellsworth & Ellsworth 316-29 (IQUEST). |  |
| 3  | The method of claim 1 wherein at least one of<br>the plurality of visually perceptible elements  | In the CIS Electronic Mall, each merchant catalog was stored in a relational database in a manner such that object associated with an activated link could be a dynamic   |  |

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#### Comparison of U.S. Patent No. 7,818,399 and the CompuServe Information Service ("CIS")

| Claim<br>No, | Claim Language of U.S. Patent No. 7.818,399  | Relevant Disclosure in CIS   |
|--------------|--|--|
|              | includes a set of navigational links on the source page.   | selection indicator. For instance, in the Brooks Brothers store in the Electronic Mall, a user could select Mens' Shirts, which activated a dynamic selection and created a dynamic page listing only the Mens' Shirt products available for purchase from the Brooks Brothers store.  See, e.g., [DFDNT_CD_0001].  For the IQUEST example, many links activate dynamic searches of different databases or services. See, e.g., Elisworth & Elisworth 316-29 (IQUEST). |
| 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.  | Picture objects, including logos, were just some of the visually perceptible elements available via CIS.  See, e.g., Ellsworth & Ellsworth (EasySabre), [DFDNT0001429-1529] (p. 9-57) and [DFDNT_CD_0001].   |
| 19           | A system useful in an outsource provider serving<br>web pages offering commercial opportunities,<br>the system comprising:   | See 1, supra.  |
| 19(a)        | (a) a computer store containing data, for each of a piurality 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 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 | See 1(a)-1(b), supra.  |

Comparison of U.S. Patent No. 7,818,399 and the CompuServe Information Service ("CIS")

| Claim<br>No. | Claim Language of U.S. Patent No. 7,818,399  | Relevant Disclosure in CIS |
|--------------|--|----------------------------|
|              | of the first web page displaying the associated<br>link are each third parties with respect to one<br>other;   |                            |
| 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 link that has been activated, and (B) the plurality of visually perceptible elements visually corresponding to the source page. | See 1(a)-1(c), supra.      |

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# Invalidity Contentions for U.S. Patent No. 7,818,399 35 U.S.C. §112

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 claims of U.S. Patent No. 7,818,399 are invalid under 35 U.S.C. §112 for the reasons stated below. In addition, the '399 Patent is not enabled under 35 U.S.C. §112 for the reasons described in Defendants' Amended Invalidity Contentions.

| Claim<br>No.   | Claim Language of U.S. Patent No. 7,818,399   | Indefiniteness under Section 112  |  |
|--|---|---|--|
| 1  | A method of an outsource provider serving<br>web pages offering commercial opportunities,<br>the method comprising:   |   |  |
| It 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 owners; (ii) wherein each of the first web pages 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 |   | The limitation of claim 1 is indefinite, is not enabled or otherwise supported by the Specification. The Specification does not teach a web page (i.e., "one of a plurality of first web pages," and "each of the first web pages") with: (1) a link; and (2) at least one active link.  The phrase "the source page" is indefinite because of a lack of antecedent basis.  The phrase "the first web page(s)" is indefinite because of a lack of antecedent basis. |  |
|  | merchants; and (iii) wherein the selected<br>merchant, the outsource provider, and the owner<br>of the first web page are each third parties with<br>respect to one other;  |   |  |
| 1(b)   | automatically retrieving from a storage coupled<br>to the server pre stored data associated with the<br>source page; and then   | The phrase "the source page" is indefinite because of a lack of antecedent basis.   |  |
| 1(c)   | automatically with the server computer<br>generating and transmitting to the web browser a<br>second web page that includes: (f) information<br>associated with the commerce object associated<br>with the link that has been activated, and (fi) a | The phrase "the source page" is indefinite because of a lack of antecedent basis.   |  |

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Invalidity Contentions for U.S. Patent No. 7,818,399 35 U.S.C. §112

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| Claim<br>No. | Claim Language of U.S. Patent No. 7.818,399  | Indefiniteness under Section 112   |  |
|--------------|--|--|--|
|              | plurality of visually perceptible elements derived<br>from the retrieved pre stored data and visually<br>corresponding to the source page.   |  |  |
| 3            | The method of claim 1 wherein at least one of<br>the plurality of visually perceptible elements<br>includes a set of navigational links on the source<br>page.   | The phrase "the source page" is indefinite because of a lack of antecedent basis.  |  |
| 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.  |  |  |
| 19           | A system useful in an outsource provider serving web pages offering commercial opportunities, the system comprising:   |  |  |
| 19(a)        | (a) a computer store containing data, for each of a plurality of first web pages, defining a plurality of 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 commerce object 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 | tites,  The limitation 19(a) of claim 19 is indefinite, is not enabled or otherwise supported the Specification. The Specification does not teach a web page (i.e., "one of a plurality urality in the Specification and "each of the first web pages") with at least one activated buying buying the specification and "each of the first web pages") with at least one activated buying the specification and "each of the first web pages" with at least one activated buying the specification and "each of the first web pages" with at least one activated buying the specification of the specification and "each of the first web pages" with at least one activated buying the specification of the specification does not teach a web page (i.e., "one of a plurality of first web pages," and "each of the first web pages") with at least one activated buying the specification of the sp |  |

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## $\begin{array}{c} Invalidity\ Contentions\ for\ U.S.\ Patent\ No.\ 7,818,399\\ 35\ U.S.C.\ \S112 \end{array}$

| Claim<br>No. | Claim Language of U.S. Patent No. 7,818,399  | Indefiniteness under Section 112   |
|--------------|--|--|
|              | other;   |  |
| 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. | The phrase "the source page" is indefinite because of a lack of antecedent basis.  This limitation 19(b) of claim 19 is indefinite, is not enabled or otherwise supported by the Specification. The Specification does not teach a web page (i.e., "one of the first web pages," and "each of the first web pages") with: (1) "at least one active link"; (2) "the associated link" (3) "the links;" and (4) "the link." |

PX01DOCS/05933.1

### Comparison of U.S. Patent No. 7,818,399, Tobin, Saliba, and Fields

| Claim<br>No. | Claim Language of U.S. Patent No. 7,818,399   | Relevant Disclosures  |
|--------------|---|---|
|              | second web page that includes: (i) information associated with the commerce object associated   | See Ex. 18C, at 1(c).   |
|              | with the link that has been activated, and (ii) a<br>plurality of visually perceptible elements derived<br>from the retrieved pre stored data and visually<br>corresponding to the source page.   | See also 3, infra.  |
| 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   | See Ex. 17C, at 3.<br>See Ex. 31C, at 3.<br>See Ex. 18C, at 3.  |
| 7            | page.  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                      | See Ex. 17C, at 7.<br>See Ex. 31C, at 7.<br>See Ex. 18C, at 7.  |
| 19           | the offerings in the catalog.  A system useful in an outsource provider serving web pages offering commercial opportunities, the system comprising:   | See Ex. 17C, at 19. See Ex. 31C, at 19. See Ex. 18C, at 19.   |
| 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 page 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 | See Ex. 17C, at 19(a). See Ex. 31C, at 19(a). See Ex. 31C, at 19(a). See Ex. 18C, at 19(a). See I(a)-1(b), supra. |
|              | with a commerce object associated with a buying opportunity of a selected one of a plurality of   |   |

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## Comparison of U.S. Patent No. 7,818,399 and U.S. Patent No. 6,141,666 to Tobin ("Tobin") combined with U.S. Patent Application No. 09/995,178 to Saliba et al. ("Saliba"), and U.S. Patent No. 6,128,655 to Fields ("Fields")

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, U.S. Patent No. 6,141,666 to Tobin combined with U.S. Patent Application No. 09/995,178 to Saliba et al. and U.S. Patent No. 6,128,655 to Fields renders obvious the asserted claims as described in part below. See Defendants' Invalidity Contents for an explanation of the reasons for combining Tobin, Saliba, and Fields.

| Claim<br>No. | Claim Language of U.S. Patent No. 7,818,399  | Relevant Disclosures  |
|--------------|--|---|
| 1            | A method of an outsource provider serving<br>web pages offering commercial opportunities,<br>the method comprising:  | See Ex. 17C, at 1.<br>See Ex. 31C, at 1.<br>See Ex. 18C, at 1.          |
| l(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; | See Ex. 17C, at 1(a).<br>See Ex. 31C, at 1(a).<br>See Ex. 18C, at 1(a). |
| 1(b)         | automatically retrieving from a storage coupled<br>to the server pre stored data associated with the<br>source page; and then  | See Ex. 17C, at 1(b).<br>See Ex. 31C, at 1(b).<br>See Ex. 18C, at 1(b). |
| 1(c)         | automatically with the server computer generating and transmitting to the web browser a  | See Ex. 17C, at 1(c).<br>See Ex. 31C, at 1(c).                          |

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### Comparison of U.S. Patent No. 7,818,399, Tobin, Saliba, and Fields

| Claim<br>No. | Claim Language of U.S. Patent No. 7,818,399  | Relevant Disclosures   |
|--------------|--|------------------------|
|              | merchants, and (iii) wherein the selected<br>merchant, the outsource provider, and the owner<br>of the first web page displaying the associated<br>link are each third parties with respect to one<br>other;   |                        |
| 19(b)        | (b) a computer server at the outsource provider,   | See Ex. 17C, at 19(b). |
|              | which computer server is coupled to the  | See Ex. 31C, at 19(b). |
|              | computer store and programmed to: (i) receive  | See Ex. 18C, at 19(b). |
|              | 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 | See 1(a)-1(c), supra.  |
|              | using ute data renever, automatically generated 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.   |                        |

PX01D0CS\705926.1

## Comparison of the U.S. Patent No. 7,818,399 with U.S. Patent No. 5,870,717 "System for ordering items over computer network using an electronic catalog" combined with the Travelocity 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, U.S. Patent No. 5,870,717 combined with U.S. Patent No. the Travelocity Prior Art renders obvious the asserted claims as described in part below.

According to Plaintiff's Amended Infringement Contentions regarding Travelocity, there is a motivation to combine the Travelocity's Prior Art with Wiecha '717 because both are related to e-commerce outsourcing processes for selling commerce items over a computer network and thus are in the same field of endeavor. The Travelocity Prior Art brought together merchants, retailers, and customers enabling them to sell and deliver products via the Internet through vendor websites. See Revised Exhibit 8C. Similarly, Wiecha discloses a corporate computer network for ordering products from numerous electronic catalogs that are accessible by employees of that corporation. See Wiecha at Abstract. The employees may research, select, and process the purchase of the products provided in the electronic catalogs. Both the Travelocity Prior Art and Wiecha disclose electronic commerce systems that are directed to efficiently selling commerce objects through a computer network.

| Claim<br>No. | Claim Language of U.S. Patent No. 7,818,399  | Relevant Disclosures <sup>t</sup> |  |
|--------------|--|-----------------------------------|--|
|              |  | Travelocity/Yahoo! Prior Art      | U.S. Patent No. 5,870,717                  |
| 1            | A method of an outsource provider serving     web pages offering commercial opportunities,   | See Revised Ex. 8C, at 1.         | See Revised Ex. 6C, at 1.                  |
|              | the method comprising:   | DFNDT000388-412.                  | Wiecha '717, 3:10-28                       |
|              |  | DFNDT000413-422.                  | Wiecha '717, 4:14-25                       |
|              |  |                                   | Wiecha, '717 at 1:57 - 2:19; Figs. 3-4, 6, |
| 1(a)         | automatically at a server of the outsource<br>provider, in response to activation, by a web  | See Revised Ex. 8C, at 1(a).      | See Revised Ex. 6C, at 1(a).               |
|              | browser of a computer user, of a link displayed  | DFNDT000388-412                   | Wiecha '717, 3:10-28                       |
|              | by one of a plurality of first web pages,  | DFNDT000413-422                   | Wiecha '717, 4:64 - 5:3                    |
|              | recognizing as the source page the one of the  | DFNDT000423-428                   | Wiecha '717, 8:24-53                       |
|              | first web pages on which the link has been   |                                   | Wiecha '717, 5:34 - 6:25                   |
|              | activated;   |                                   | Figs. 6-10                                 |
|              | (i) wherein each of the first web pages belongs<br>to one of a plurality of web page owners; | See Revised Ex. 8C, at 1(a)(i)    | See Revised Ex. 6C, at 1(a)(i)             |
|              |  | [DFNDT0000373-387]                | Wiecha '717, 3:10-21                       |
|              |  | [DFNDT0000350-372]                | Wiecha '717, 5:34-53                       |
|              |  | [DFNDT0000347-349]                | Figs. 7-8                                  |
|              |  | [DFNDT0000345-346]                |  |

<sup>&</sup>lt;sup>1</sup> SPECIFIC CITATIONS TO THE RELEVANT DISCLOSURES ARE PROVIDED IN EXHIBITS 08C (TRAVELOCITY) AND 06C (717 PATENT) TO DEFENDANTS' REVISED INVALIDITY CONTENTIONS

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# Comparison of the U.S. Patent No. 7,818,399 with U.S. Patent No. 5,870,717 "System for ordering items over computer network using an electronic catalog" combined with the Travelocity Prior Art

| Claim | Claim Language of U.S. Patent No. 7,818,399  | Relevant Disclosures <sup>1</sup>  |  |  |
|-------|--|--|--|--|
| No.   |  | Travelocity/Yahoo! Prior Art   | U.S. Patent No. 5,870,717                                      |  |
|       |  |  | See also 3, infra.   |  |
|       | (i) information associated with the commerce<br>object associated with the link that has been  | See Revised Ex. 8C, at 1(c)(i)   | See Revised Ex. 6C, at 1(c)(i)                                 |  |
|       | activated, and   | DFNDT000388-412<br>DFNDT000423-428                                       | Wiecha '717, 3:10-28<br>Wiecha '717, 4:64 – 5:3                |  |
|       |  | DFNDT000423-428<br>DFNDT000413-422<br>DFNDT000429-432                    | Wiecha '717, 8:24-53   |  |
|       | (ii) a plurality of visually perceptible elements<br>derived from the retrieved pre stored data and  | See Revised Ex. 8C, at 1(c)(i)   | See Revised Ex. 6C, at 1(c)(ii)                                |  |
|       | visually corresponding to the source page.   | DFNDT000388-412<br>DFNDT000413-422<br>DFNDT000423-428<br>DFNDT000429-432 | Wiecha '717, 3:10-28<br>Wiecha '717, 5:34 – 6:25<br>Figs. 6-10 |  |
| 3     | The method of claim 1 wherein at least one of<br>the plurality of visually perceptible elements<br>includes a set of navigational links on the source  | See Revised Ex. 8C, at 3.  DFNDT000413-422                               | See Revised Ex. 6C, at 3. Wiecha '717, 2:37-46                 |  |
| 7     | page. The method of claim 1 wherein the commerce   | See Revised Ex. 8C, at 7.  | See Revised Ex. 6C, at 7.                                      |  |
|       | 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. | DFNDT000423-428<br>DFNDT000413-422<br>DFNDT000388-412                    | Wiecha '717, 7:59 – 8:60                                       |  |
| 19    | A system useful in an outsource provider serving web pages offering commercial opportunities, the system comprising:   | See 1, supra.  | See 1, supra.  |  |

## Comparison of the U.S. Patent No. 7,818,399 with U.S. Patent No. 5,870,717 "System for ordering items over computer network using an electronic catalog" combined with the Travelocity Prior Art

| Vo.  | Claim Language of U.S. Patent No. 7,818,399  | Relevant Disclosures <sup>1</sup> |                                  |
|------|--|-----------------------------------|----------------------------------|
|      | P. P.  | Travelocity/Yahoo! Prior Art      | U.S. Patent No. 5,870,717        |
|      |  | [DFNDT0000340-344]                |                                  |
|      |  | [DFNDT0000329-339]                |                                  |
|      |  | [DFNDT0000325-328]                |                                  |
|      |  | [DFNDT0000315-324]                |                                  |
|      | (ii) wherein each of the first web pages displays at least one active link associated with a         | See Revised Ex. 8C, at 1(a)(ii)   | See Revised Ex. 6C, at 1(a)(ii)  |
|      | commerce object associated with a buying   | DFNDT000388-412                   | Wiecha '717, 3:10-28             |
|      | opportunity of a selected one of a plurality of  | DFNDT000423-428                   | Wiecha '717, 4:64 - 5:3          |
|      | merchants; and   | DFNDT000413-422                   | Wiecha '717, 8:24-53             |
|      |  |                                   | Figs. 3, 6                       |
|      | (iii) wherein the selected merchant, the   | See Revised Ex. 8C, at 1(a)(iii)  | See Revised Ex. 6C, at 1(a)(iii) |
|      | outsource provider, and the owner of the first   |                                   |                                  |
|      | web page are each third parties with respect to  | DFNDT000413-422                   | Wiecha '717, 5:10-28             |
|      | one other;   | DFNDT000388-412                   | Figs. 7-8                        |
|      |  | DFNDT000423-428                   |                                  |
|      |  | DFNDT000429-432                   |                                  |
| l(b) | automatically retrieving from a storage coupled<br>to the server pre stored data associated with the | See Revised Ex. 8C, at 1(b).      | See Revised Ex. 6C, at 1(b).     |
|      | source page; and then  | DFNDT000423-428                   | Wiecha '717, 3:10-17             |
|      |  | DFNDT000388-412                   | Wiecha '717, 8:24-53             |
|      |  | DFNDT000429-432                   | Wiecha '717, 5:34 - 6:25         |
|      |  | DFNDT000413-422                   | Figs. 7-8                        |
| (c)  | automatically with the server computer generating and transmitting to the web browser a              | See Revised Ex. 8C, at 1(c).      | See Revised Ex. 6C, at 1(c).     |
|      | second web page that includes:   | DFNDT000388-412                   | Wiecha '717, 3:10-28             |
|      |  | DFNDT000423-428                   | Wiecha '717, 4:64 - 5:3          |
|      |  | DFNDT000413-422                   | Wiecha '717, 8:24-53             |
|      |  | DFNDT000429-432                   |                                  |
|      |  | See also 3, infra.                |                                  |

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## Comparison of the U.S. Patent No. 7,818,399 with U.S. Patent No. 5,870,717 "System for ordering items over computer network using an electronic catalog" combined with the Travelocity Prior Art

| Claim | Claim Language of U.S. Patent No. 7,818,399           | Relevant Disclosures <sup>1</sup> |                           |
|-------|---|-----------------------------------|---------------------------|
| No.   |   | Travelocity/Yahoo! Prior Art      | U.S. Patent No. 5,870,717 |
| 19(a) | (a) a computer store containing data, for each of     | See 1(a)-1(b), supra.             | See 1(a)-1(b), supra.     |
|       | 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;  |                                   |                           |
| 9(b)  | (b) a computer server at the outsource provider,      | See 1(a)-1(c), supra.             | See 1(a)-1(c), supra.     |
|       | 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             |                                   |                           |

## Comparison of the U.S. Patent No. 7,818,399 with U.S. Patent No. 5,870,717 "System for ordering items over computer network using an electronic catalog" combined with the Travelocity Prior Art

| Claim No. Claim Language of U.S. Patent No. 7.818,399 | Relevant Disclosures  Travelocity/Yahoo! Prior Art U.S. Patent No. 5.870,717 |
|---|--|
| corresponding to the source page.                     |  |

## Comparison of U.S. Patent No. 7,818,399 and United States Patent Application 09/995,278 by Saliba ("Saliba '278") combined with the Digital River Secure Sales System ("Digital River SSS")

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 combined with Digital River SSS renders obvious the asserted claims as described in part below.

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, multiple financial institutions. See Saliba '278 at Abstract. The Digital River Secure Sales System 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.

| Claim<br>No. | Claim Language of U.S.<br>Patent No. 7,818,399    | Relevant Disclosures      |
|--------------|---|---------------------------|
| 1            | A method of an outsource                          | See Ex. 9C, at 1.         |
|              | provider serving web pages<br>offering commercial | See Ex. 31C, at 1.        |
|              | opportunities, the method                         |                           |
|              | comprising:                                       |                           |
| 1(a)         | automatically at a server of the                  | See Ex. 9C, at 1(a).      |
| 1(4)         | outsource provider, in response                   | See Ex. 31C, at 1(a).     |
|              | 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;                      |                           |
| 1(a)(i)      | wherein each of the first web                     | See Ex. 9C, at 1(a)(i).   |
| .,,,         | pages belongs to one of a                         | See Ex. 31C, at 1(a)(i).  |
|              | plurality of web page owners;                     |                           |
| 1(a)(ii)     | wherein each of the first web                     | See Ex. 9C, at 1(a)(ii).  |
|              | pages displays at least one                       | See Ex. 31C, at 1(a)(ii). |
|              | active link associated with a                     |                           |
|              | commerce object associated                        |                           |
|              | with a buying opportunity of a                    |                           |

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## Comparison of U.S. Patent No. 7,818,399 and United States Patent Application 09/995,278 by Saliba ("Saliba '278") combined with the Digital River Secure Sales System ("Digital River SSS")

- 5 -

| Claim     | Claim Language of U.S.           | Relevant Dischoures       |
|-----------|----------------------------------|---------------------------|
| No.       | Patent No. 7,818,399             | 3.0.0-941.2300.03-03      |
|           | selected one of a plurality of   |                           |
|           | merchants; and                   |                           |
| 1(a)(iii) | wherein the selected merchant,   | See Ex. 9C, at 1(a)(ii).  |
|           | the outsource provider, and the  | See Ex. 31C, at 1(a)(ii). |
|           | owner of the first web page are  |                           |
|           | each third parties with respect  |                           |
|           | to one other;                    |                           |
| 1(b)      | automatically retrieving from a  | See Ex. 9C, at 1(b).      |
| '/        | storage coupled to the server    | See Ex. 31C, at 1(b).     |
|           | pre stored data associated with  |                           |
|           | the source page; and then        |                           |
| 1(c)      | automatically with the server    | See Ex. 9C, at 1(c).      |
| ` ′       | computer generating and          | See Ex. 31C, at 1(c).     |
|           | transmitting to the web browser  |                           |
|           | a second web page that           |                           |
|           | includes:                        |                           |
| 1(c)(i)   | (i) information associated with  | See Ex. 9C, at 1(c)(i).   |
|           | the commerce object associated   | See Ex. 31C, at 1(c)(i).  |
|           | with the link that has been      |                           |
|           | activated, and                   |                           |
| 1(c)(ii)  | (ii) a plurality of visually     | See Ex. 9C, at 1(c)(ii).  |
|           | perceptible elements derived     | See Ex. 31C, at 1(c)(ii). |
|           | from the retrieved pre stored    |                           |
|           | data and visually corresponding  |                           |
|           | to the source page.              |                           |
| 3         | The method of claim 1 wherein    | See Ex. 9C, at 3.         |
|           | at least one of the plurality of | See Ex. 31C, at 3.        |
|           | visually perceptible elements    |                           |
|           | includes a set of navigational   |                           |
|           | links on the source page.        |                           |
| 7         | The method of claim 1 wherein    | See Ex. 9C, at 7.         |
|           | the commerce object associated   | See Ex. 31C, at 7.        |

#### Comparison of U.S. Patent No. 7,818,399 and United States Patent Application 09/995,278 by Saliba ("Saliba '278") combined with the Digital River Secure Sales System ("Digital River SSS")

| Claim<br>No. | Claim Language of U.S.<br>Patent No. 7,818,399   | Relevant Disclosures  |
|--------------|--|-----------------------|
|              | 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.   |                       |
| 19           | A system useful in an outsource<br>provider serving web pages<br>offering commercial<br>opportunities, the system<br>comprising:   | See 1, supra.         |
| 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 | See 1(a)-1(b), supra. |

## Comparison of U.S. Patent No. 7,818,399 and United States Patent Application 09/995,278 by Saliba ("Saliba '278") combined with the Digital River Secure Sales System ("Digital River SSS")

| Claim | Claim Language of U.S.            | Relevant Disclosures   |
|-------|-----------------------------------|------------------------|
| No.   | Patent No. 7,818,399              | ACCE VALUE DEPONDUALCE |
|       | 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;                            |                        |
| 19(b) | (b) a computer server at the      | See 1(a)-1(c), supra.  |
|       | 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          |                        |

## Comparison of U.S. Patent No. 7,818,399 and United States Patent Application 09/995,278 by Saliba ("Saliba '278") combined with the Digital River Secure Sales System ("Digital River SSS")

| Claim | Claim Language of U.S.           | Relevant Disclosures |
|-------|----------------------------------|----------------------|
| No.   | Patent No. 7,818,399             |                      |
|       | 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.                     |                      |

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## Comparison of the U.S. Patent No. 7,818,399 and Digital River Secure Sales System Prior Art combined with U.S. Patent No. 5,870,717 to Wiecha ("Wiecha")

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 Prior Art combined with U.S. Patent No. 5,870,717 renders obvious the asserted claims as described in part below.

According to Plaintiff's Infringement Contentions regarding the Digital River System, there is a motivation to combine the Digital River Secure Sales System Prior Art with Wiecha because both are related to e-commerce outsourcing processes for selling commerce items over a computer network and thus are in the same field of endeavor. The Digital River Secure Sales System brought together manufacturers and dealers enabling them to sell and deliver products via the Internet through vendor websites. See Exhibit 9C. Similarly, Wiecha discloses a corporate computer network for ordering products from numerous electronic catalogs that are accessible by employees of that corporation. See Wiecha at Abstract. The employees may research, select, and process the purchase of the products provided in the electronic catalogs. Both the Digital River Secure Sales System and Wiecha disclose electronic commerce systems that are directed to efficiently selling commerce objects through a computer network.

| Claim<br>No. | Claim Language of U.S. Patent No. 7,818,399  | Relevant Disclosures                         |
|--------------|--|--|
| 1            | A method of an outsource provider serving<br>web pages offering commercial opportunities,<br>the method comprising:  | See Ex. 9C, at 1.<br>See Ex. 6C, at 1.       |
| 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; (1) 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; | See Ex. 9C, at 1(a). See Ex. 6C, at 1(a).    |
| 1(b)         | automatically retrieving from a storage coupled to the server pre stored data associated with the  | See Ex. 9C, at 1(b).<br>See Ex. 6C, at 1(b). |

## Comparison of the U.S. Patent No. 7,818,399 and Digital River Secure Sales System Prior Art combined with U.S. Patent No. 5,870,717 to Wiecha ("Wiecha")

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| Claim<br>No. | Claim Language of U.S. Patent No. 7,818,399   | Relevant Disclosures   |
|--------------|---|--|
|              | source page; and then   |  |
| 1(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  | See Ex. 9C, at 1(c). See Ex. 6C, at 1(c). See also 3-6, infra. |
|              | from the retrieved pre stored data and visually corresponding to the source page.   |  |
| 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 Ex. 9C, at 3.<br>See Ex. 6C, at 3.                         |
| 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. | See Ex. 9C, at 7.<br>See Ex. 6C, at 7.                         |
| 19           | A system useful in an outsource provider serving<br>web pages offering commercial opportunities,<br>the system comprising:  | See 1, supra.  |
| 19(a)        | (a) a computer store containing data, for each of<br>a plurality of first web pages, defining a plurality<br>of visually perceptible elements, which visually<br>perceptible elements correspond to the plurality<br>of first web pages; (i) wherein each of the first<br>web pages belongs to one of a plurality of web<br>page owners; (ii) wherein each of the first web                                   | See 1(a)-1(b), supra.  |

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## Comparison of the U.S. Patent No. 7,818,399 and Digital River Secure Sales System Prior Art combined with U.S. Patent No. 5,870,717 to Wiecha ("Wiecha")

| Claim<br>No. | Claim Language of U.S. Patent No. 7,818,399  | Relevant Disclosures  |
|--------------|--|-----------------------|
|              | 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;  |                       |
| 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. | See 1(a)-1(c), supra. |

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## Comparison of U.S. Patent No. 7,818,399 and United States Patent Application 09/995,278 by Saliba ("Saliba '278") combined with United States Patent Number 6,330,575 to Moore ("Moore '575")

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 combined with United States Patent Number 6,330,575 renders obvious the asserted claims as described in part below.

There is motivation to combine Saliba '278 and Moore '575 because they are both related to e-commerce outsourcing processes for selling products over the Interuet and thus are in the same field of endeavor. Saliba '278 discloses an electronic financial system for providing financial services over the Interuet has multiple billers, a service enter, multiple financial institutions. See Saliba '278 at Abstract. Moore '575 discloses development applications for a merchant to utilize in the design of its Web page or Web site that allow the merchant to become part of a distributed Internet commerce system for selling its products. See Moore '575 at Abstract. Both Saliba '278 and Moore '575 disclose electronic commerce systems that are directed to offering commerce objects over the Interuet.

| Claim<br>No. | Claim Language of U.S.<br>Patent No. 7.818,399   | Relevant Disclosures                                  |
|--------------|--|---|
| 1            | A method of an outsource<br>provider serving web pages   | See Ex. 1C, at 1.<br>See Ex. 31C, at 1.               |
|              | offering commercial<br>opportunities, the method<br>comprising:  |   |
| 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; | See Ex. 1C, at 1(a).<br>See Ex. 31C, at 1(a).         |
| 1(a)(i)      | wherein each of the first web<br>pages belongs to one of a<br>plurality of web page owners;  | See Ex. 1C, at 1(a)(i).<br>See Ex. 31C, at 1(a)(i).   |
| 1(a)(ii)     | wherein each of the first web<br>pages displays at least one<br>active link associated with a<br>commerce object associated  | See Ex. 1C, at 1(a)(ii).<br>See Ex. 31C, at 1(a)(ii). |

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## Comparison of U.S. Patent No. 7,818,399 and United States Patent Application 09/995,278 by Saliba ("Saliba '278") combined with United States Patent Number 6,330,575 to Moore ("Moore '575")

| Claim<br>No. | Claim Language of U.S.<br>Patent No. 7.818.399 | Relevant Disclosures      |
|--------------|--|---------------------------|
| - NDs        | with a buying opportunity of a                 |                           |
|              | selected one of a plurality of                 |                           |
|              | merchants; and                                 |                           |
| 1(a)(iii)    | wherein the selected merchant,                 | See Ex. 1C, at 1(a)(ii).  |
| I (u)(III)   | the outsource provider, and the                | See Ex. 31C, at 1(a)(ii). |
|              | owner of the first web page are                | 7 107                     |
|              | each third parties with respect                |                           |
|              | to one other;                                  |                           |
| 1(b)         | automatically retrieving from a                | See Ex. 1C, at 1(b).      |
| ``           | storage coupled to the server                  | See Ex. 31C, at 1(b).     |
|              | pre stored data associated with                |                           |
|              | the source page; and then                      |                           |
| 1(c)         | automatically with the server                  | See Ex. 1C, at 1(c).      |
|              | computer generating and                        | See Ex. 31C, at 1(c).     |
|              | transmitting to the web browser                |                           |
|              | a second web page that<br>includes:            |                           |
| <b></b>      | (i) information associated with                | C. E. 1C +1(3/3)          |
| 1(c)(i)      | the commerce object associated                 | See Ex. 1C, at 1(c)(i).   |
|              | with the link that has been                    | See Ex. 31C, at 1(c)(i).  |
|              | activated, and                                 |                           |
| 16000        | (ii) a plurality of visually                   | See Ex. 1C, at 1(c)(ii).  |
| 1(c)(ii)     | perceptible elements derived                   | See Ex. 31C, at 1(c)(ii). |
|              | from the retrieved pre stored                  | 500 EM. 510, 46 (Q/A).    |
|              | data and visually corresponding                |                           |
|              | to the source page.                            |                           |
| 3            | The method of claim 1 wherein                  | See Ex. 1C, at 3.         |
|              | at least one of the plurality of               | See Ex. 31C, at 3.        |
|              | visually perceptible elements                  |                           |
|              | includes a set of navigational                 |                           |
|              | links on the source page.                      |                           |
| 7            | The method of claim 1 wherein                  | See Ex. 1C, at 7.         |

## Comparison of U.S. Patent No. 7,818,399 and United States Patent Application 09/995,278 by Saliba ("Saliba '278") combined with United States Patent Number 6,330,575 to Moore ("Moore '575")

| Claim | Claim Language of U.S.   | Relevant Disclosures  |
|-------|--|-----------------------|
| No.   | Patent No. 7,818,399   |                       |
|       | 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   | See Ex. 31C, at 7.    |
|       | catalog.   |                       |
| 19    | A system useful in an outsource<br>provider serving web pages<br>offering commercial<br>opportunities, the system<br>comprising:   | See 1, supra.         |
| 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, 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 | See I(a)-I(b), supra. |

## Comparison of U.S. Patent No. 7,818,399 and United States Patent Application 09/995,278 by Saliba ("Saliba '278") combined with United States Patent Number 6,330,575 to Moore ("Moore '575")

| Claim | Claim Language of U.S.            | Relevant Disclosures  |
|-------|-----------------------------------|-----------------------|
| No.   | Patent No. 7,818,399              |                       |
|       | 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;                            |                       |
| 19(b) | (b) a computer server at the      | See 1(a)-1(c), supra. |
|       | 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      |                       |
|       | 1 Demande and demonstrate to the  |                       |

# Comparison of U.S. Patent No. 7,818,399 and United States Patent Application 09/995,278 by Saliba ("Saliba '278") combined with United States Patent Number 6,330,575 to Moore ("Moore '575")

| Claim | Claim Language of U.S.           | Relevant Dischriures   |
|-------|----------------------------------|------------------------|
| No.   | Patent No. 7,818,399             | RELLYALLI DISCLOSUITES |
|       | 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.                     |                        |

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## Comparison of U.S. Patent No. 7,818,399 and Sextoy.com Prior Art ("Sextoy") combined with U.S. Patent Application No. 09/995,278 to

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, Sextoy combined with U.S. Patent Application No. 09995,278 to Saliba, and U.S. Patent No. 6,128,655 to Fields renders obvious the asserted claims as described in part below. See Defendants' Invalidity Contentions for an explanation of the reasons for combining the teachings of Sextoy, Saliba, and Fields.

Saliba ("Saliba") and U.S. Patent No. 6,128,655 to Fields ("Fields")

| Claim<br>No. | Claim Language of U.S. Patent No. 7,818,399  | Relevant Disclosures  |
|--------------|--|---|
| 1            | A method of an outsource provider serving<br>web pages offering commercial opportunities,<br>the method comprising:  | See Ex. 24C, at 1.<br>See Ex. 31C, at 1.<br>See Ex. 18C, at 1.          |
| 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; (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; | See Ex. 24C, at 1(a).<br>See Ex. 31C, at 1(a).<br>See Ex. 18C, at 1(a). |
| 1(b)         | automatically retrieving from a storage coupled<br>to the server pre stored data associated with the<br>source page; and then  | See Ex. 24C, at 1(b).<br>See Ex. 31C, at 1(b).<br>See Ex. 18C, at 1(b). |
| 1(c)         | automatically with the server computer<br>generating and transmitting to the web browser a<br>second web page that includes: (i) information   | See Ex. 24C, at 1(c).<br>See Ex. 18C, at 1(c).<br>See Ex. 18C, at 1(b). |

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## Comparison of U.S. Patent No. 7,818,399, Sextoy, Saliba, and Fields

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| Claim<br>No. | Chain Language of U.S. Patent No. 7,818,399  | Relevant Disclosures   |
|--------------|--|--|
|              | 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.  | See also 3, infra.   |
| 3            | The method of claim 1 wherein at least one of<br>the plurality of visually perceptible elements<br>includes a set of navigational links on the source<br>page.   | See Ex. 24C, at 3.<br>See Ex. 31C, at 3.<br>See Ex. 18C, at 3.                             |
| 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.  | See Ex. 24C, at 7.<br>See Ex. 31C, at 7.<br>See Ex. 18C, at 7.                             |
| 19           | A system useful in an outsource provider serving web pages offering commercial opportunities, the system comprising:   | See Ex. 24C, at 19. See Ex. 31C, at 19. See Ex. 18C, at 19. See 1, supra.                  |
| 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 | See Ex. 24C, at 19(a). See Ex. 31C, at 19(a). See Ex. 18C, at 19(a). See 1(a)-1(b), supra. |

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ICS(705928.1

#### Comparison of U.S. Patent No. 7,818,399, Sextoy, Saliba, and Fields

| Claim<br>No. | Claim Language of U.S. Patent No. 7,818,399   | Relevant Disclosures   |
|--------------|---|------------------------|
|              | merchants; and (iii) wherein the selected<br>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;  |                        |
| 19(b)        | (b) a computer server at the outsource provider,  | See Ex. 24C, at 19(b). |
|              | which computer server is coupled to the   | See Ex. 31C, at 19(b). |
|              | computer store and programmed to: (i) receive   | See Ex. 18C, at 19(b). |
|              | from the web browser of a computer user a   |                        |
|              | signal indicating activation of one of the links  | See 1(a)-1(c), supra.  |
|              | 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.   |                        |

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### Comparison of U.S. Patent No. 7,818,399, IBM, Saliba, and Fields

| Claim<br>No. | Claim Language of U.S. Patent No. 7,818,399  | Relevant Disclosures  |
|--------------|--|---|
|              | 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.   | See also 3, infra.  |
| 3            | The method of claim 1 wherein at least one of<br>the plurality of visually perceptible elements<br>includes a set of navigational links on the source<br>page.   | See Ex. 27C, at 3.<br>See Ex. 31C, at 3.<br>See Ex. 18C, at 3.  |
| 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.  | See Ex. 27C, at 7.<br>See Ex. 31C, at 7.<br>See Ex. 18C, at 7.  |
| 19           | A system useful in an outsource provider serving web pages offering commercial opportunities, the system comprising:   | See Ex. 27C, at 19. See Ex. 31C, at 19. See Ex. 18C, at 19. See 1, supra.   |
| 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 | See Ex. 27C, at 19(a). See Ex. 31C, at 19(a). See Ex. 18C, at 19(a). See Ix. 18C, at 19(a). See I(a)-I(b), supra. |

## Comparison of U.S. Patent No. 7,818,399 and IBM.com Prior Art ("IBM") combined with U.S. Patent Application No. 09/995,278 to Saliba ("Saliba"), and U.S. Patent No. 6,128,655 to Fields ("Fields")

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, IBM combined with U.S. Patent Application No. 09/995,278 to Saliba and U.S. Patent No. 6,128,655 to Fields renders obvious the asserted claims as described in part below. See Defendants' Invalidity Contents for an explanation of the reasons for combining IBM, Saliba, and Fields.

| Claim<br>No. | Claim Language of U.S. Patent No. 7.818,399  | Relevant Disclosures  |
|--------------|--|---|
| 1            | A method of an outsource provider serving<br>web pages offering commercial opportunities,<br>the method comprising:  | See Ex. 27C, at 1.<br>See Ex. 31C, at 1.<br>See Ex. 18C, at 1.          |
| l(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; (1) 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; | See Ex. 27C, at 1(a).<br>See Ex. 31C, at 1(a).<br>See Ex. 18C, at 1(a). |
| 1(b)         | automatically retrieving from a storage coupled<br>to the server pre stored data associated with the<br>source page; and then  | See Ex. 27C, at 1(b).<br>See Ex. 31C, at 1(b).<br>See Ex. 18C, at 1(b). |
| 1(c)         | automatically with the server computer<br>generating and transmitting to the web browser a<br>second web page that includes: (i) information<br>associated with the commerce object associated   | See Ex. 27C, at 1(c).<br>See Ex. 31C, at 1(c).<br>See Ex. 18C, at 1(c). |

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## Comparison of U.S. Patent No. 7,818,399, IBM, Saliba, and Fields

| Claim<br>No. | Claim Language of U.S. Patent No. 7,818,399  |  | Relevant Disclosures |  |
|--------------|--|--|----------------------|--|
|              | of the first web page displaying the associated<br>link are each third parties with respect to one<br>other;   |  |                      |  |
| 19(b)        | (b) a computer server at the outsource provider,<br>which computer server is coupled to the<br>computer store and programmed to: (i) receive<br>from the web browser of a computer user a<br>signal indicating activation of one of the links  | See Ex. 27C, at 19(b).<br>See Ex. 31C, at 19(b).<br>See Ex. 18C, at 19(b). |                      |  |
|              | 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 | See 1(a)-1(c), supra.  |                      |  |

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#### Comparison of U.S. Patent No. 7,818,399 and Review of ShopSite Manager 3.1 Prior Art ("ShopSite Prior Art")<sup>1,2</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 ShopSite Prior Art anticipates and/or renders obvious, alone or in combination with other prior art identified in Defendants' Amended Invalidity Contentions, the asserted claims as described in part below.

| Claim<br>No. | Claim Language of U.S. Patent No. 7,818,399   | Relevant Disclosures   |
|--------------|---|--|
| 1            | A method of an outsource provider serving<br>web pages offering commercial opportunities,<br>the method comprising: | "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 Review [DFNDT0004668, 004679].  "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." ShopSite Review [DFNDT0004668, 004679]. |
| 1(a)         | automatically at a server of the outsource  | "A "universal header" and "universal footer" feature allows you to give each page a  |
|              | provider, in response to activation, by a web<br>browser of a computer user, of a link displayed                    | 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   |
|              | by one of a plurality of first web pages,   | the ability to link to other pages." ShopSite Review [DFNDT0004668, 004680].   |

Raiph F. Wilson, Review of ShopSite Manager 3.1, Web Commerce Today, September 15, 1997 [DFNDT0004663-004670; DFNDT0004679-004683]; also see Web Commerce Today, Archives of Back Issues, http://web archive.org/web/19980207002711/http://www.wilsonweb.com/wet1 as archived by the Internet Archive (See note 2) [DFNDT0004658-004659]; also see Web Commerce Today, Archives of Back Issues, http://web.archive.org/web/19980260805558.http://www.wilsonweb.com/wet1 (June 26, 1998 version of www.wilsonweb.com/wet1 as archived by the Internet Archive (See note 2) [DFNDT0004660-004662]; also see Web Commerce Today, Issue 2, September 15, 1997, http://web.archive.org/web/19980207010723/http://www.wilsonweb.com/wet1/issue2.htm [Feb. 7, 1998 version of www.wilsonweb.com/wet1/issue2.htm as archived by the Internet Archive (See note 2) [DFNDT0004670-004678] (collectively hereinafter, "ShopSite Review").

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#### Comparison of U.S. Patent No. 7,818,399 and ShopSite Prior Art

| Claim<br>No. | Claim Language of U.S. Patent No. 7,818,399   | Relevant Disclosures   |
|--------------|---|--|
| .,01         |   | a name. Optional information can include SKU, price, graphic, description, size or color options, a "more information" screen, etc." ShopSite Review [DFNDT0004668, 004679].   |
|              |   | "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 a separate "Accessories" page)." ShopSite Review [DFNDT0004668, 004680].   |
|              |   | "Next, you can create a "laptop computer" page and place products on this page in an 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." ShopSite Review [DFNDT0004668, 004680].</p> |
|              |   | The host is the user of the ShopSite Product, the outsource provider is the ShopSite, and the selected merchant is the supplier, distributor, or manufacturer of the products sold on the user's ShopSite webpage(s). It well-known to a person skilled in the art a of the priority date of the '135 Patent that a website can sell products of third parties a well as the products of the host or the outsource provider.   |
| 1(b)         | automatically retrieving from a storage coupled<br>to the server pre stored data associated with the<br>source page; and then | "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." ShopSite Review [DFNDT0004668, 094680].  |
|              |   | "Next, you can create a "laptop computer" page and place products on this page in an 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   |

#### Comparison of U.S. Patent No. 7,818,399 and ShopSite Prior Art

| Claim<br>No. | Claim Language of U.S. Patent No. 7,818,399   | Relevant Disclosures  |
|--------------|---|---|
|              | 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; | "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." ShopSite Review [DFNDT0004668, 004680].  "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." ShopSite Review [DFNDT0004668, 004681].  "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 Wel 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." ShopSite Review [DFNDT0004668, 004680].  "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 Manager's "back office" allows the storeowner the ability to update the stor with only a Web browser. From the main menu you select "product," f</p> |

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#### Comparison of U.S. Patent No. 7,818,399 and ShopSite Prior Art

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| Claim<br>No. | Claim Language of U.S. Patent No. 7,818,399 | Relevant Disclosures  |
|--------------|---|---|
|              |   | 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." ShopSite Review [DFNDT0004668, 004680].</p>   |
|              |   | "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." ShopSite Review [DFNDT0004668, 004681]. |
|              |   | "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." ShopSite Review [DFNDT0004668, 004680].  |
|              |   | "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. I Central's ShopSite Manger 3.1 meets both of these criteria rather well." ShopSite Review [DFNDT0004668, 004679].  |
|              |   | "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." ShopSite Review [DFNDT0004668,  |

<sup>&</sup>lt;sup>2</sup> For more information about the Internet Archive and web pages archived therein, see Internet Archive Frequently Asked Questions, http://www.archive.org/about/faqs.php./DFNDT0001590-1633]

### Comparison of U.S. Patent No. 7,818,399 and ShopSite Prior Art

| Claim<br>No. | Claim Language of U.S. Patent No. 7.818,399  | Relevant Disclosures  |
|--------------|--|---|
|              |  | "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 a separate "Accessories" page)." ShopSite Review [DFNDT0004668, 004680].  "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." ShopSite Review [DFNDT0004668, 004680].</p>   |
| 1(c)         | automatically with the server computer generating and transmitting to the web browser a second web page that includes: (1) 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. | "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." ShopSite Review [DFNDT0004668, 004680].  "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." ShopSite Review [DFNDT0004668, 004680].  "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</p> |

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Comparison of U.S. Patent No. 7,818,399 and ShopSite Prior Art

| Claim<br>No. | Claim Language of U.S. Patent No. 7,818,399 | Relevant Disclosures   |
|--------------|---|--|
|              |   | 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." ShopSite Review [DFNDT0004668, 004681].  |
|              |   | "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 eart systems. ShopSite uses cookies to distinguish between shoppers. If a shopper doesn't take cookies, shopper ID defaults to the shopper's IP number." ShopSite Review [DFNDT0004668, 004680].               |
|              |   | "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 Review [DFNDT0004668, 004679].   |
|              |   | "ShopSite Manager's "back office" allows the storeowner the ability to update the stor 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." ShopSite Review [DFNDT0004668, 004679].   |
|              |   | "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 a separate "Accessories" page)." ShopSite Review [DFNDT0004668, 004680]. |

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## Comparison of U.S. Patent No. 7,818,399 and ShopSite Prior Art

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| Claim<br>No. | Claim Language of U.S. Patent No. 7,818,399   | Relevant Disclosures  |
|--------------|---|---|
|              |   | "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." ShopSite Review [DFNDT0004668, 004680].</p> |
|              |   | See also 3, infra.  |
| 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.   | "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." ShopSite Review [DFNDT0004668, 004680].  "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." ShopSite Review [DFNDT0004668, 004680].</p>  |
| 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. | "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." ShopSite Review [DFNDT0004668, 004680].  |
|              | and ortorings in the educiog.   | "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  |

## Comparison of U.S. Patent No. 7,818,399 and ShopSite Prior Art

| Claim<br>No. | Claim Language of U.S. Patent No. 7,818,399  | Relevant Disclosures  |
|--------------|--|---|
|              |  | 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 a separate "Accessories" page) ." ShopSite Review [DFNDT10004668, 004680].   |
|              |  | "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." ShopSite Review [DFNDT0004668, 004680].</p> |
| 19           | A system useful in an outsource provider serving web pages offering commercial opportunities, the system comprising:   | "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 Review [DFNDT0004668, 004679].   |
|              |  | "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." ShopSite Review [DFNDT0004668, 004679].   |
|              |  | See 1, supra.   |
| 19(a)        | (a) a computer store containing data, for each of<br>a plurality of first web pages, defining a plurality<br>of visually perceptible elements, which visually<br>perceptible elements correspond to the plurality<br>of first web pages; (i) wherein each of the first | "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." ShopSite Review [DFNDT0004668, 004680].   |
|              | web pages belongs to one of a plurality of web   | "Next, you can create a "laptop computer" page and place products on this page in any   |

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| Claim<br>No. | Claim Language of U.S. Patent No. 7.818,399   | Relevant Disclosures  |
|--------------|---|---|
|              | 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; | 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." ShopSite Review [DFNDT0004668, 004680].  "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." ShopSite Review [DFNDT0004668, 004681].  "Bach 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." ShopSite Review [DFNDT0004668, 004680].  "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 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 produc</p> |

# Comparison of U.S. Patent No. 7,818,399 and ShopSite Prior Art

| Claim<br>No. | Claim Language of U.S. Patent No. 7,818,399   | Relevant Disclosures  |
|--------------|---|---|
| 2104         |   | 004679].  |
|              |   | "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 a separate "Accessories" page)." ShopSite Review [DFNDT0004668, 004680].  |
|              |   | "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." ShopSite Review [DFNDT0004668, 004680].</p> |
|              |   | The host is the user of the ShopSite Product, the outsource provider is the ShopSite, and the selected merchant is the supplier, distributor, or manufacturer of the products sold on the user's ShopSite webpage(s). It well-known to a person skilled in the art as of the priority date of the '135 Patent that a website can sell products of third parties as well as the products of the host or the outsource provider.  |
|              |   | See 1(a)-1(b), supra.   |
| 19(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 sigual indicating activation of one of the links | "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." ShopSite Review [DFNDT0004668, 004680].   |
|              | 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   | "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   |

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# Comparison of U.S. Patent No. 7,818,399 and ShopSite Prior Art

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| Claim | Claim Language of U.S. Patent No. 7,818,399  | Relevant Disclosures  |
|-------|--|---|
| No.   | 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 link that has been activated, and (B) the plurality of visually perceptible elements visually corresponding to the source 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 ⟨₱⟩ and ⟨BR⟩ to put breaks between lines." ShopSite Review [DFNDT0004668, 004680].  "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." ShopSite Review [DFNDT0004668, 004681].  "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 doen't take cookies, shopper ID defaults to the shopper's IP number." ShopSite Review [DFNDT0004668, 004680].  "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 Review [DFNDT0004668, 004679].  "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, |

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# Comparison of U.S. Patent No. 7,818,399 and ShopSite Prior Art

| Claim<br>No. | Claim Language of U.S. Patent No. 7,818,399 | Relevant Disclosures  |
|--------------|---|---|
|              |   | "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 ould also appear on a separate "Accessories" page)." ShopSite Review [DFNDT0004668, 004680].   |
|              |   | "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." ShopSite Review [DFNDT0004668, 004680].</p> |
|              |   | See 1(a)-1(c), supra.   |

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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 ViaWeb Prior Art anticipates and/or renders obvious, alone or in combination with other prior art identified in Defendants' Amended Invalidity Contentions, the asserted claims as described in part below.

| Claim<br>No. | Claim Language of U.S. Patent No. 7,818,399   | VlaWeb Prior Art Relevant Disclosures  |
|--------------|---|--|
|              | A method of an outsource provider serving web pages offering commercial opportunities, the method comprising: | "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." ViaWeb How It Works, http://www.viaweb.com/vw/how/twor.htm (June 6, 1997 version of www.viaweb.com/vw/how/twor.htm (June 6, 1997 version of www.viaweb.com/vw/how/twor.htm as archived by the Internet Archive.) (hereinafter, "ViaWeb How It Works"). [DFNDT0005151-4]  "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.  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." ViaWeb How It Works. [DFNDT0005151-4]  "Using an ordinary web browser, a merchant can log into Viaweb's server. Building a store requires no web experiise and takes as little as ten minutes.  Merchants can log in to edit their sites or retrieve orders 24 hours a |

For more information about the Internet Archive and web pages archived therein, see Internet Archive Frequently Asked Questions, http://www.archive.org/about/faqs.php. [DFNDT0001590-1633]

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# Comparison of U.S. Patent No. 7,818,399 and ViaWeb Prior Art

| Claim<br>No. | Claim Language of U.S. Patent No. 7,818,399 | ViaWeb Prior Art Relevant Disclosures  |
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|              |   | businessweek.com/1997/23/b353054.htm (November 15, 1996 version of http://www.businessweek.com/1997/23/b353054.htm as archived by the Internet Archive. <sup>3</sup> ) (hereinafter, "CyberStoreFronts for Rookies"). [DFNDT0005069-70]  |
|              |   | "The obstacle to setting up a store on the Internet was the cost. John said he'd heard stories about people spending \$7,000 to \$8,000 to pay someone to build their first Web store, and he'd also heard that over 50 percent of the on-line stores were failing. Rather than spend that kind of money, John heard about ViaWeb, an on-line electronic mall where he could set up his store for \$100 to \$300 a month to start with no lease or long-term commitment. ViaWeb also offered the advantage of allowing John to display his products without knowing how to program HTML. All John needed was Internet access, which he had through Microsoft's MSN service, and he could design his Web store while on-line." Moking Money. [DFNDT0004436] |
|              |   | "So in 1994, John went to work to test his first "beta" store. Even though the ViaWeb site was inexpensive, John needed images and descriptions of the products to place on line. John got most of the images of products from the vendors. To find the vendors, John went to the studios, who provided him with a licensee list of companies who had acquired the rights to design "branded" merchandise. John then contacted those companies and made deals to buy the merchandise from them." Making Money. [DFNDT0004436]  |
|              |   | "Some enterprising entrepreneurs have turned their computer expertise into a way to provide "turnkey" business sites. "Cybermalls," groups of stores on the same Web server, are no longer the rage everyone thought they would be in the beginning, mostly because cybercitizens are not bound by geographical limits. What is becoming popular are services that do the programming for businesses, so all the business has to do is use a browser to create and maintain store stock in a Web "store." ViaWeb is such a concept, started by four Harvard graduate students who decided that businesses shouldn't have to go to the trouble of knowing how to code HTML in order to have an Internet store." Making Money, (DFNDT0004484-5]              |

#### Comparison of U.S. Patent No. 7,818,399 and ViaWeb Prior Art

| Claim<br>No. | Claim Language of U.S. Patent No. 7.818,399 | ViaWeb Prior Art Relevant Disclosures   |
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|              |   | 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." ViaWeb Store 3.0 Release,<br>http://web.archive.org/web/199706061451   |
|              |   | **Interp://www.viaweb.com/vw/viaw30isrel.html (June 6, 1997 version of http://www.viaweb.com/vw/viaw30isrel.html as archived by the Internet Archive.*) (hereinafter, "3.0 Release"). [DFNDT0005257-8]  |
|              |   | "Paul Graham of ViaWeb sells custom Internet stores in his ViaMall site." Paul Edwards, Sarah Edwards, and Linda Rohrbough, Making Money in Cyberspace, September 9, 1998, Jeremy P. Tarcher/Putnam (hereinafter "Making Money")[DFNDT0004356-004648].  |
|              |   | "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." CyberStoreFronts for Rookies, Business Week  |
|              |   | June 9, 1997, http://web.archive.org/web/20081012015004/http://www.   |

<sup>&</sup>lt;sup>2</sup> See note 1.

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# Comparison of U.S. Patent No. 7,818,399 and ViaWeb Prior Art

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|--|---|---|
|  |   | "Paul Graham was one of four Harvard graduate students who were sitting around one day trying to come up with an application for doing business on the internet. The group agreed that an on-line mall was a .good idea, and that an application could be built so that potential mall merchants wouldn't have to know HTML code to have a storefront on a cybermall. But the magic moment came when someone suggested that stores could be built interactively, so the user needed nothing, more than a PC with Internet access to create his or her own cyberstore. "That was, when we knew we had to do it," Paul 'said." Making Money. [DFNDT0004485] |
| had to do it," "In the begin living room. the team souy see ViaWeb is mail where contains the merchant ViaWeb (up) In July 1995, aggressively also set up an could practice ViaMall supp that contains site. The repe came from be By tracing th | "In the beginning, the students started ViaWeb on a Pentium PC in someone's living room. To attract the funding they needed to keep the project going, the team sought out venture capitalists to drag into the living room and see ViaWeb in action. ViaWeb became a two-part project: ViaMall, an Internet mall where cybercitizens can shop, and ViaWeb, the interactive engine that allows merchants to build their ViaMall sites. All that is required of the merchant is photos in an electronic format that can be transferred to ViaWeb (uploaded) as the site is built and descriptions of the items for sale. In July 1995, ViaWeb was ready to go. To attract merchants, Paul said pricing was set aggressively with no leases or long-term commitments. The company also set up an interactive demo so that users visiting the ViaWeb site could practice setting up their own store—they just couldn't save it. In addition, ViaMall supplies merchants with an easy-to-read report available anytime that contains a complete listing of information on the visitors to their site. The report includes hit rates, click-florugh, the last Web site the user came from before entering the store, and how much each individual purchased. By tracing the last Web site and the purchase amount, vendors can find out which Internet advertising is working and which isn't." Making Money. [DFNDT0004485-6] |   |
|  |   | "Orders are taken via credit card and stored on a secure server Merchants can get their orders at will, and Paul said that most stores download their orders several times a day. Merchants are responsible for verifying the   |

<sup>&</sup>lt;sup>3</sup> See note 1.

| Claim<br>No. | Claim Language of U.S. Patent No. 7,818,399 | ViaWeb Prior Art Relevant Disclosures  |
|--------------|---|--|
|              |   | credit card information, confirming the orders with customers, and filling the orders, just as they would if they were running a mail-order business.  ViaMail has attracted an impressive list of merchants, including Dean and DeLuca, Frederick's of Hollywood, and Rolling Stone magazine. Because each site can choose its foreground and background colors, use its own graphics, and select fonts, each store can have a unique look and feel characteristic of the image the company wants to build." Making Money. [DFNDT0004486]   |
|              |   | "Paul says the successful companies in ViaMall are selling as much as they would with a store in a regular shopping mall, some as much as \$180,000 a month, but without the mall overhead. Stores can register a domain name (like www.moviemadness.com) and have the domain name linked to the ViaMall site, so visitors to the site don't even have to know they visited ViaMall. While other malls on the Internet are borrowing huge sums of money to outdo the competition, Paul said ViaWeb has chosen to keep costs tow and borrowing at a miniruum. ViaWeb has not put huge amounts of money into advertising campaigus or merchandising pushes, but the site has gained attention by winning several awards from magazines such as PC Computing, PC Magazine, Internet and Forbes. Business Week reported that a Columbus, Ohio-based chiropractor who sells vitamins on the Internet spent a month putting up a Web site using HTML but later switched to ViaWeb and had a site running in just two days." Making Money. [DFNDT0004486] |
|              |   | "ViaWeb only succeeds when the merchants succeed, so the company is eager to give advice to new vendors. In addition, Paul has seen a lot of businesses succeed and others fail, so he offers what he considers to he expert advice to newcomers. His advice includes the following tips: find a niche you can dominate, work hard to keep your site looking good, promote your site, make it easy for customers to navigate your site, start out with as many products as possible, emphasize service, keep prices as low as possible, and change your site regularly." Making Money. [DFNDT0004486-7]  |
|              |   | Also see DFNDT0005052, 5055-5059, 5071-5080, 51111-5117, 5120-5122, 5141-5147, 5156-5167, 5206-5256, and 5206-5207 for more information about ViaWeb, and  |

Comparison of U.S. Patent No. 7,818,399 and ViaWeb Prior Art

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| Claim<br>No. | Claim Language of U.S. Patent No. 7,818,399 | ViaWeb Prior Art Relevant Disclosures  |
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|              |   | 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 Sigu It! (2600 items).   |
|              |   | See our online documentation for details of how to generate your site              |
|              |   | from a database." ViaWeb How It Works. [DFNDT0005151-4]                            |
|              |   | "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." 3.0 Release. [DFNDT0005257-8]   |
|              |   | "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. VAR5 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." ViaWeb Resellers. [DFNDT0005263-4]  |
|              |   | "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." RTML Overview. [DFNDT0005265]                                     |
|              |   |  |

# Comparison of U.S. Patent No. 7,818,399 and ViaWeb Prior Art

| Claim Language of U.S. Patent No. 7.818,399   | ViaWeb Prior Art Relevant Dischosures  |
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|   | examples of host websites/webpages and outsource websites/webpages.  |
| 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 merchant; 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; | "Since that slow start, John has built over a dozen specialty merchandise stores. Some are based on other television shows such as The X-Files, Friends, or ER; others are based on popular movies like Men in Black (MIB); and others are stores he runs for other Web sites on the Internet." Making Money. [DFNDT0004437]  "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." ViaWeb Features. [DFNDT0005148-50]  "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 Store.  The Viaweb and Viamall sites were both created entirely with Viaweb." ViaWeb How It Works. [DFNDT0005151-4]  "How do we get the image 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. |
|   | 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, recoguizing 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 pages 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 merchant; and (iii) wherein the selected merchant, the outsource provider, and the owner of the first web page are each third parties with   |

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# Comparison of U.S. Patent No. 7,818,399 and ViaWeb Prior Art

| Claim<br>No. | Claim Language of U.S. Patent No. 7.818,399 | ViaWeb Prior Art Relevant Disclosures  |
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|              |   | "We already have a web site. Can we put just the commerce part<br>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." ViaWeb How It Works. [DFNDT0005151-4]  |
|              |   | "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.  |
|              |   |  |
|              |   | 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." ViaWeb How It Works. [DFNDT0005151-4] |
|              |   | "Using an ordinary web browser, a merchant can log into Viaweb's site  |
|              |   | (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." 3.0 Release. [DFNDT0005257-8]      |
|              |   | minion page views per month. 5.0 Newase. [DTVD10003257-6]  |
|              |   | "Paul Graham of ViaWeb sells custom Internet stores in his ViaMall site." Paul   |
|              |   | Edwards, Sarah Edwards, and Linda Rohrbough, Making Money. [DFNDT0004356-004648].  |
|              |   | "Prospective Net retailers can contact Viaweb and its competitors, including   |

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|              |   | 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." CyberStoreFronts for Rookies. [DFNDT000506: 70] |
|              |   | "The obstacle to setting up a store on the Internet was the cost. John said he'd heard stories about people spending \$7,000 to \$8,000 to pay someone to build their first Web store, and he'd also heard that over 50 percent of the on-line stores were failing. Rather than spend that kind of money, John heard about ViaWeb, an on-line electronic mall where he could set up his store for \$100 to \$300 a month to start with no lease or long-term commitment. ViaWeb also offered the advantage of allowing John to display his products without knowing how to program HTML. All John needed was Internet access, which he had through Microsoft's MSN service, and he could design his Web store while on-line." Making Money. [DFNDT0004436]  |
|              |   | "So in 1994, John went to work to test his first "beta" store. Even though the ViaWeb site was inexpensive, John needed images and descriptions of the products to place on-line. John got most of the images of products from the vendors. To find the vendors, John went to the studios, who provided him with a licensee list of companies who had acquired the rights to design "branded" merchandise. John then contacted those companies and made deals to buy the merchandise from them." Making Money. [DFNDT0004436]   |
|              |   | "Some enterprising entrepreneurs have turned their computer expertise into a way to provide "turnkey" business sites. "Cybermalls,"   |

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| 1994         |   | groups of stores on the same Web server, are no longer the rage                      |
|              |   | everyone thought they would be in the beginning, mostly because cybercitizens        |
|              |   | are not bound by geographical limits. What is becoming                               |
|              |   | popular are services that do the programming for businesses, so all                  |
|              |   | the business has to do is use a browser to create and maintain store                 |
|              |   | stock in a Web "store." ViaWeb is such a concept, started by four Harvard            |
|              |   | graduate students who decided that businesses shouldn't have to go to the trouble of |
|              |   | knowing how to code HTML in order to have an   |
|              |   | Internet store." Making Money. [DFNDT0004484-5]                                      |
|              |   | "Paul Graham was one of four Harvard graduate students who were sitting              |
|              |   | around one day trying to come up with an application for doing                       |
|              |   | business on the Internet. The group agreed that an on-line mall was a .good          |
|              |   | idea, and that an application could be built so that potential mall merchants        |
|              |   | wouldn't have to know HTML code to have a storefront on a cybermall. But             |
|              |   | the magic moment came when someone suggested that stores could be                    |
|              |   | built interactively, so the user needed nothing, more than a PC with Internet        |
|              |   | access to create his or her own cyberstore. "That was, when we knew we               |
|              |   | had to do it," Paul 'said ." Making Money. [DFNDT0004485]                            |
|              |   | "In the beginning, the students started ViaWeb on a Pentium PC in someone's          |
|              |   | living room. To attract the funding they needed to keep the project going,           |
|              |   | the team sought out venture capitalists to drag into the living room and             |
|              |   | see ViaWeb in action. ViaWeb became a two-part project: ViaMall, an Internet         |
|              |   | mall where cybercitizens can shop, and ViaWeb, the interactive engine                |
|              |   | that allows merchants to build their ViaMall sites. All that is required of          |
|              |   | the merchant is photos in an electronic format that can be transferred to            |
|              |   | ViaWeb (uploaded) as the site is built and descriptions of the items for sale.       |
|              |   | In July 1995, ViaWeb was ready to go. To attract merchants, Paul said pric-ing was s |
|              |   | aggressively with no leases or long-term commitments. The company                    |
|              |   | also set up an interactive demo so that users visiting the ViaWeb site               |
|              |   | could practice setting up their own store—they just couldn't save it. In addition,   |
|              |   | ViaMall supplies merchants with an easy-to-read report available anytime             |
|              |   | that contains a complete listing of information on the visitors to their             |

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# Comparison of U.S. Patent No. 7,818,399 and ViaWeb Prior Art

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|              |   | site. The report includes hit rates, click-through, the last Web site the user came from before entering the store, and how much each individual purchased. By tracing the last Web site and the purchase amount, vendors can find out which Internet advertising is working and which isn't." Moking Money. [DFNDT0004483-6]   |
|              |   | Also see DFNDT0005032, 5055-5059, 5071-5080, 51111-5117, 5120-5122, 5141-5147, 5156-5167, 5206-5256, and 5206-5207 for more information about ViaWeb, and examples of host websites/webpages and outsource websites/webpages.   |
| 1(b)         | automatically retrieving from a storage coupled<br>to the server pre stored data associated with the<br>source page; and then | "Since that slow start, John has built over a dozen specialty merchandise stores. Some are based on other television shows such as The X-Files, Priends, or ER; others are based on popular movies like Men in Black (MIB); and others are stores he mus for other Web sites on the Internet." Making Money. [DFNDT0004437]   |
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|              |   | "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.  |

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# Comparison of U.S. Patent No. 7,818,399 and ViaWeb Prior Art

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|--------------|---|--|
|              |   | The Viaweb and Viamall sites were both created entirely with Viaweb." ViaWeb How It Works. [DFNDT0005151-4]  |
|              |   | "How do we get the images into the store?  "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 Sigu It! (2600 items).  See our online documentation for details of how to generate your site from a database." ViaWeb How It Works. [DFNDT0005151-4] |
|              |   | "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." 3.0 Release. [DFNDT0005257-8]  |
|              |   | "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." ViaWeb Resellers. [DFNDT0005263-4]  |
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| Claim<br>No. | Claim Language of U.S. Patent No. 7,818,399 | ViaWeb Prior Art Relevant Disclosures   |
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|              |   |   |
|              |   | "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." RTML Overview. [DFNDT0005265]  |
|              |   | "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." ViaWeb How It Works. [DFNDT0005151-4]                 |
|              |   | "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.                 |
|              |   |   |
|              |   | 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 singl |
|              |   | click." ViaWeb How It Works. [DFNDT0005151-4]   |
|              |   | "Using an ordinary web browser, a merchant can log into Viaweb's site                 |
|              |   | (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                   |

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# Comparison of U.S. Patent No. 7,818,399 and ViaWeb Prior Art

| Claim<br>No. | Claim Language of U.S. Patent No. 7,818,399 | ViaWeb Prior Art Relevant Disclosures  |
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|              |   | the products to place on-line. John got most of the images of products from          |
|              |   | the vendors. To find the vendors, John went to the studios, who provided             |
|              |   | him with a licensee list of companies who had acquired the rights to design          |
|              |   | "branded" merchandise. John then contacted those companies and made                  |
|              |   | deals to buy the merchandise from them." Making Money. [DFNDT0004436]                |
|              |   | "Some enterprising entrepreneurs have turned their computer expertise                |
|              |   | into a way to provide "turnkey" business sites. "Cybermalls,"                        |
|              |   | groups of stores on the same Web server, are no longer the rage                      |
|              |   | everyone thought they would be in the beginning, mostly because cybercitizens        |
|              |   | are not bound by geographical limits. What is becoming                               |
|              |   | popular are services that do the programming for businesses, so all                  |
|              |   | the business has to do is use a browser to create and maintain store                 |
|              |   | stock in a Web "store." ViaWeb is such a concept, started by four Harvard            |
|              |   | graduate students who decided that businesses shouldn't have to go to the trouble of |
|              |   | knowing how to code HTML in order to have an   |
|              |   | Internet store." Making Money. [DFNDT0004484-5]                                      |
|              |   | "Paul Graham was one of four Harvard graduate students who were sitting              |
|              |   | around one day trying to come up with an application for doing                       |
|              |   | business on the Internet. The group agreed that an on-line mall was a .good          |
|              |   | idea, and that an application could be built so that potential mall merchants        |
|              |   | wouldn't have to know HTML code to have a storefront on a cybermall. But             |
|              |   | the magic moment came when someone suggested that stores could be                    |
|              |   | built interactively, so the user needed nothing, more than a PC with Internet        |
|              |   | access to create his or her own cyberstore. "That was, when we knew we               |
|              |   | had to do it," Paul 'said ." Making Money. [DFNDT0004485]                            |
|              |   | "In the beginning, the students started ViaWeb on a Pentium PC in someone's          |
|              |   | living room. To attract the funding they needed to keep the project going,           |
|              |   | the team sought out venture capitalists to drag into the living room and             |
|              |   | see ViaWeb in action. ViaWeb became a two-part project: ViaMall, an Internet         |
|              |   | mall where cybercitizens can shop, and ViaWeb, the interactive engine                |
|              |   | that allows merchants to build their ViaMall sites. All that is required of          |

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# Comparison of U.S. Patent No. 7,818,399 and ViaWeb Prior Art

| Claim | Claim Language of U.S. Patent No. 7,818,399 | ViaWeb Prior Art Relevant Disclosures  |
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| No.   |   | listed on Viamall, now one of the busiest Web malls, with over 2.3   |
|       |   | million page views per month." 3.0 Release. [DFNDT0005257-8]   |
|       |   | "Paul Graham of ViaWeb sells custom Internet stores in his ViaMall site." Paul Edwards, Sarah Edwards, and Linda Rohrbough, Making Money. [DFNDT0004356-004648].   |
|       |   | "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." CyberStoreFronts for Rookies. [DFNDT0005065 70] |
|       |   | "The obstacle to setting up a store on the Internet was the cost. John said he'd heard stories about people spending \$7,000 to \$8,000 to pay someone to build their first Web store, and he'd also heard that over 50 percent of the on-line stores were failing. Rather than spend that kind of money, John heard about ViaWeb, an on-line electronic mall where he could set up his store for \$100 to \$300 a month to start with no lease or long-term commitment. ViaWeb also offered the advantage of allowing John to display his products without knowing how to program HTML. All John needed was Internet access, which he had through Microsoft's MSN service, and he could design his Web store while on-line." Making Money. [DFNDT0004436]   |
|       |   | "So in 1994, John went to work to test his first "beta" store. Even though the ViaWeb site was inexpensive, John needed images and descriptions of   |

# Comparison of U.S. Patent No. 7,818,399 and ViaWeb Prior Art

| Claim<br>No. | Claim Language of U.S. Patent No. 7,818,399  | ViaWeb Prior Art Relevant Disclosures   |
|--------------|--|---|
| 30.          |  | the merchant is photos in an electronic format that can be transferred to ViaWeb (uploaded) as the site is built and descriptions of the items for sale. In July 1995, ViaWeb was ready to go. To attract merchants, Paul said pric-ing was se aggressively with no leases or long-term commitments. The company also set up an interactive demo so that users visiting the ViaWeb site could practice setting up their own store—they just couldn't save it. In addition, ViaMall supplies merchants with an easy-to-read report available anytime that contains a complete listing of information on the visitors to their site. The report includes hit rates, click-through, the last Web site the user came from before entering the store, and how much each individual purchased. By tracing the last Web site and the purchase amount, vendors can find out which Internet advertising is working and which isn't." Making Money. [DFNDT0004485-6]  Also see DFNDT0005052, 5055-5059, 5071-5080, 51111-5117, 5120-5122, 5141-514 5156-5167, 5206-5256, and 5206-5207 for more information about ViaWeb, and examples of host websites/webpages and outsource websites/webpages. |
| 1(c)         | automatically with the server computer generating and transmitting to the web browser a second web page that includes; (1) 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. | "Since that slow start, John has built over a dozen specialty merchandise stores. Some are based on other television shows such as The X-Files, Friends, or ER; others are based on popular movies like Men in Black (MIB); and others are stores he mns for other Web sites on the Internet." Making Money. [DFNDT0004437]  "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." ViaWeb Features. [DFNDT0005148-50]   |

| Claim<br>No. | Claim Language of U.S. Patent No. 7,818,399 | ViaWeb Prior Art Relevant Disclosures  |
|--------------|---|--|
| No.          |   | "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." ViaWeb How It Works. [DFNDT0005151-4]  "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." ViaWeb How It Works. [DFNDT0005151-4]   |
|              |   | "Advanced users can create their own page templates in Viaweb's powerful scripting langnage, RTML, a superset of HTML with the power of a real programming language." 3.0 Release. [DFNDT0003257-8]  |
|              |   | "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   |

#### Comparison of U.S. Patent No. 7,818,399 and ViaWeb Prior Art

| Jaim | Claim Language of U.S. Patent No. 7,818,399 | ViaWeb Prior Art Relevant Disclosures  |
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| No.  |   | DMC IC 1C  |
|      |   | 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." ViaWeb Resellers. [DFNDT0005263-4]  |
|      |   | "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." RTML Overview. [DFNDT0005265]   |
|      |   | "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." ViaWeb How It Works. [DFNDT0005151-4]                  |
|      |   | "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.                  |
|      |   | There is no software to install, all you need is an ordinary orowise.                  |
|      |   | 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." ViaWeb How It Works. [DFNDT0005151-4]  |

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# Comparison of U.S. Patent No. 7,818,399 and ViaWeb Prior Art

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| Claim<br>No. | Claim Language of U.S. Patent No. 7,818,399 | ViaWeb Prior Art Relevant Disclosures   |
|--------------|---|---|
| 200          |   | "Using an ordinary web browser, a merchant can log into Viaweb's site (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." 3.0 Release. [DFNDT0005257-8]  "Paul Graham of ViaWeb sells custom Internet stores in his ViaMall site." Paul Edwards, Sarah Edwards, and Linda Rohrbough, Making Money. [DFNDT0004356-004648].  "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 fooduct pictures to jazz up the site." CyberStoreFronts for Rookies. [DFNDT0005069-70] |
|              |   | "The obstacle to setting up a store on the Internet was the cost. John said he'd heard stories about people spending \$7,000 to \$8,000 to pay someone to build their first Web store, and he'd also heard that over 50 percent of the on-line stores were failing. Rather than spend that kind of money, John heard about ViaWeb, an on-line electronic mall where he could set up his   |

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# Comparison of U.S. Patent No. 7,818,399 and ViaWeb Prior Art

| Claim<br>No. | Claim Language of U.S. Patent No. 7,818,399 | ViaWeb Prior Art Relevant Disclosures   |
|--------------|---|---|
|              |   | store for \$100 to \$300 a month to start with no lease or long-term commitment.  ViaWeb also offered the advantage of allowing John to display his products without knowing how to program HTML. All John needed was Internet access, which he had through Microsoft's MSN service, and he could design his Web store while on-line." Making Money. [DFNDT0004436]   |
|              |   | "So in 1994, John went to work to test his first "beta" store. Even though the ViaWeb site was inexpensive, John needed images and descriptions of the products to place on-line. John got most of the images of products from the vendors. To find the vendors, John went to the studios, who provided him with a licensee list of companies who had acquired the rights to design "branded" merchandise. John then contacted those companies and made deals to buy the merchandise from them." Making Money. [DFNDT0004436]   |
|              |   | "Some enterprising entrepreneurs have turned their computer expertise into a way to provide "turnkey" business sites. "Cybermalls," groups of stores on the same Web server, are no longer the rage everyone thought they would be in the beginning, mostly because cybercitizens are not bound by geographical limits. What is becoming popular are services that do the programming for businesses, so all the business has to do is use a browser to create and maintain store stock in a Web "store." ViaWeb is such a concept, started by four Harvard graduate students who decided that businesses shouldn't have to go to the trouble of knowing how to code HTML in order to have an Internet store." Making Money. [DFNDT0004484-5] |
|              |   | "Paul Graham was one of four Harvard graduate students who were sitting around one day trying to come up with an application for doing business on the Internet. The group agreed that an on-line mall was a .good idea, and that an application could be built so that potential mall merchants wouldn't have to know HTML code to have a storefront on a cybermall. But the magic moment came when someone suggested that stores could be built interactively, so the user needed nothing, more than a PC with Internet access to create his or her own cyberstore. "That was, when we knew we  |
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| Claim<br>No. | Claim Language of U.S. Patent No. 7,818,399   | ViaWeb Prior Art Relevant Disclosures   |
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|              |   | had to do it," Paul 'said." Moking Money. [DFNDT0004485]  "In the beginning, the students started ViaWeb on a Pentium PC in someone's living room. To attract the funding they needed to keep the project going, the team sought out venture capitalists to drag into the living room and see ViaWeb in action. ViaWeb became a two-part project. ViaMall, an Internet mall where cybercitizens can shop, and ViaWeb, the interactive engine that allows merchants to build their ViaMall sites. All that is required of the merchant is photos in an electronic format that can be transferred to ViaWeb (uploaded) as the site is built and descriptions of the items for sale. In July 1995, ViaWeb was ready to go. To attract merchants, Paul said pric-ing was set aggressively with no leases or long-term commitments. The company also set up an interactive demo so that users visiting the ViaWeb site could practice setting up their own store—they just couldn't save it. In addition, ViaMall supplies merchants with an easy-to-read report available anytime that contains a complete listing of information on the visitors to their site. The report includes hit rates, click-through, the last Web site the user came from before entering the store, and how much each individual purchased. By tracing the last Web site and the purchase amount, vendors can find out which Internet advertising is working and which isn't." Making Money. [DFNDT0004485-6]  Also see DFNDT0005052, 5055-5059, 5071-5080, 51111-5117, 5120-5122, 5141-5147, 5156-5167, 5206-5256, and 5206-5207 for more information about ViaWeb, and examples of host websites/webpages and outsource websites/webpages. |
| 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. | "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. And building a store using ViaWeb is easy enough so that while lohn asks that his costs be reimbursed, all he requires from a potential Web site is a percentage of the sales of the new store. John says this helps him sell stores to other sites because   |

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# Comparison of U.S. Patent No. 7,818,399 and ViaWeb Prior Art

| Claim<br>No. | Claim Language of U.S. Patent No. 7.818.399 | ViaWeb Prior Art Relevant Disclosures   |
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|              |   | 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 Sigu It! (2600 items).  See our online documentation for details of how to generate your site from a database." ViaWeb How It Works. [DFNDT0005151-4]   |
|              |   | "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." 3.0 Release. [DFNDT0005257-8]   |
|              |   | "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: ViaWeb Resellers. [DFNDT0005263-4]  "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." RTML Overview. [DFNDT0005265]   |
|              |   | adunting two: R1105 Over Vew LDF RD 100032033  Also see DFNDT0005052, 5055-5059, 5071-5080, 51111-5117, 5120-5122, 5141-5147,   |
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#### Comparison of U.S. Patent No. 7,818,399 and ViaWeb Prior Art

| Claim<br>No. | Claim Language of U.S. Patent No. 7.818,399 | ViaWeb Prior Art Relevant Disclosures   |
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|              |   | it's essentially a no-risk proposition to them." Making Money. [DFNDT0004437]   |
|              |   | "Since that slow start, John has built over a dozen specialty merchandise stores. Some are based on other television shows such as The X-Files, Friends, or ER; others are based on popular movies like Men in Black (MIB); and others are stores he runs for other Web sites on the Internet." Making Money. [DFNDT0004437]  |
|              |   | "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." ViaWeb Features. [DFNDT0005148-50] |
|              |   | "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." ViaWeb How Works. [DFNDT0005151-4]  |
|              |   | "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   |

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# Comparison of U.S. Patent No. 7,818,399 and ViaWeb Prior Art

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| Claim<br>No. | Claim Language of U.S. Patent No. 7,818,399   | ViaWeb Prior Art Relevant Disclosures  |
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|              |   | 5156-5167, 3206-3236, and 5206-5207 for more information about ViaWeb, and examples of host websites/webpages and outsource websites/webpages.   |
| 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. | "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. And building a store using ViaWeb is easy enough so that while John asks that his costs be reimbursed, all he requires from a potential Web site is a percentage of the sales of the new store. John says this helps him sell stores to other sites because it's essentially a no-risk proposition to them." Making Money: [DFNDT0004437]  "Since that slow start, John has built over a dozen specialty merchandise stores. Some are based on other television shows such as The X.Files, Friends, or ER; others are based on popular movies like Men in Black (MIB); and others are stores he runs for other Web sites on the Internet." Making Money. [DFNDT0004437]  "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." ViaWeb Features. [DFNDT0005148-50]  "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. |

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| Claim<br>No. | Claim Language of U.S. Patent No. 7.818,399 | ViaWeb Prior Art Relevant Disclosures  |
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|              |   | 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." ViaWeb How It Works. [DFNDT0005151-4]                        |
|              |   | "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." ViaWeb How It Works. [DFNDT0005151-4]  |
|              |   | "Advanced users can create their own page templates in Viaweb's powerful scripting   |
|              |   | langnage, RTML, a superset of HTML with the power of a real programming  |
|              |   | language." 3.0 Release. [DFNDT0005257-8]   |
|              |   | "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<br>to build. VAR5 who have tried it are amazed at how easy and how |

#### Comparison of U.S. Patent No. 7,818,399 and ViaWeb Prior Art

| Claim<br>No. | Claim Language of U.S. Patent No. 7.818,399 | ViaWeb Prior Art Relevant Disclosures   |
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|              |   | powerful RTML is. For an example of RTML in action, see De La   |
|              |   | Concha." ViaWeb Resellers. [DFNDT0005263-4]   |
|              |   | "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." RTML Overview. [DFNDT0005265]  |
|              |   | Also see DFNDT0005052, 5055-5059, 5071-5080, 51111-5117, 5120-5122, 5141-5147   |
|              |   | 5156-5167, 5206-5256, and 5206-5207 for more information about ViaWeb, and  |
|              |   | examples of host websites/webpages and outsource websites/webpages.   |
| 19           | A system useful in an outsource provider    | "We already have a web site. Can we put just the commerce part  |
|              | serving web pages offering commercial       | on your server?   |
|              | opportunities, the system comprising:       | 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." ViaWeb How It Works. [DFNDT0005151-4]         |
|              |   | sent to a store off our server. Framed now it works: [DFND10003131-4]   |
|              |   | "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. |
|              |   | There is no software to histain, an you need is an ordinary browser.  |
|              |   | 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." ViaWeb How It Works. [DFNDT0005151-4]   |
|              |   | "Using an ordinary web browser, a merchant can log into Viaweb's site   |
|              |   | (www.viaweb.com ) and build a store right on Viaweb's server. Building  |

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# Comparison of U.S. Patent No. 7,818,399 and ViaWeb Prior Art

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| Claim<br>No. | Claim Language of U.S. Patent No. 7,818,399 | ViaWeh Prior Art Relevant Disclosures  |
|--------------|---|--|
| No.          |   | 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." 3.0 Release. [DFNDT0005257-8]  "Paul Graham of ViaWeb sells custom Internet stores in his ViaMall site." Paul Edwards, Sarah Edwards, and Linda Rohrbough, Making Money in Cyberspace, September 9, 1998, Jeremy P. Tarcher/Putnam (hereinafter "Making Money") [DFNDT0004356-004648].  "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 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." CyberStoreFronts for Rookies. [DFNDT0005069- |
|              |   | "The obstacle to setting up a store on the Internet was the cost. John said he'd heard stories about people spending \$7,000 to \$8,000 to pay someone to build their first Web store, and he'd also heard that over 50 percent of the on-line stores were failing. Rather than spend that kind of money, John heard about ViaWeb, an on-line electronic mall where he could set up his store for \$100 to \$300 a month to start with no lease or long-term commitment.   |

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# Comparison of U.S. Patent No. 7,818,399 and ViaWeb Prior Art

| Claim<br>No. | Claim Language of U.S. Patent No. 7,818,399 | ViaWeb Prior Art Relevant Disclosures  |
|--------------|---|--|
|              |   | ViaWeb also offered the advantage of allowing John to display his products without knowing how to program HTML. All John needed was Internet access, which he had through Microsoft's MSN service, and he could design his Web store while on-line." Making Money. [DFNDT0004436]  |
|              |   | "So in 1994, John went to work to test his first "beta" store. Even though the ViaWeb site was inexpensive, John needed images and descriptions of the products to place on-line. John got most of the images of products from the vendors. To find the vendors, John went to the studios, who provided him with a licensee list of companies who had acquired the rights to design "branded" merchandise. John then contacted those companies and made deals to buy the merchandise from them." Making Money. [DFNDT0004436]  |
|              |   | "Some enterprising entrepreneurs have turned their computer expertise into a way to provide "turnkey" business sites. "Cybermalls," groups of stores on the same Web server, are no longer the rage everyone thought they would be in the beginning, mostly because cybercitizens are not bound by geographical limits. What is becoming popular are services that do the programming for businesses, so all the business has to do is use a browser to create and maintain store stock in a Web "store." ViaWeb is such a concept, started by four Harvard graduate students who decided that businesses shouldn't have to go to the trouble of knowing how to code HTML in order to have an Internet store." Making Money. [DFNDT000484-5] |
|              |   | "Paul Graham was one of four Harvard graduate students who were sitting around one day trying to come up with an application for doing business on the Internet. The group agreed that an on-line mall was a .good idea, and that an application could be built so that potential mail merchants wouldn't have to know HTML code to have a storefront on a cybermall. But the magic moment came when someone suggested that stores could be built interactively, so the user needed nothing, more than a PC with Internet access to create his or her own cyberstore. "That was, when we knew we had to do it," Paul 'said." Moking Money. [DFNDT0004485]  |
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| Claim<br>No. | Claim Language of U.S. Patent No. 7,818,399 | ViaWeb Prior Art Relevant Disclosures  |
|--------------|---|--|
|              |   | "In the beginning, the students started ViaWeb on a Pentium PC in someone's living room. To attract the funding they needed to keep the project going, the team sought out venture capitalists to drag into the living room and see ViaWeb in action. ViaWeb became a two-part project: ViaMall, an Internet mall where cybercitizens can shop, and ViaWeb, the interactive engine that allows merchants to build their ViaMall sites. All that is required of the merchant is photos in an electronic format that can be transferred to ViaWeb (uploaded) as the site is built and descriptions of the items for sale. In July 1995, ViaWeb was ready to go. To attract merchants, Paul said pric-ing was set aggressively with no leases or long-term commitments. The company also set up an interactive demo so that users visiting the ViaWeb site could practice setting up their own store—they just couldn't save it. In addition, ViaMall supplies merchants with an easy-to-read report available anytime that contains a complete listing of information on the visitors to their site. The report includes hit rates, click-through, the last Web site the user came from before entering the store, and how much each individual purchased. By tracing the last Web site and the purchase amount, vendors can find out which Internet advertising is working and which isn't." Making Money. [DFNDT0004483-6] |
|              |   | "Orders are taken via credit card and stored on a secure server Merchants can get their orders at will, and Paul said that most stores download their orders several times a day. Merchants are responsible for verifying the credit card information, confirming the orders with customers, and filling the orders, just as they would if they were mnning a mail-order business. ViaMall has attracted an impressive list of merchants, including Dean and DeLuca, Frederick's of Hollywood, and Rolling Stone magazine. Because each site can choose its foreground and background colors, use its own graphics, and select fonts, each store can have a unique look and feel characteristic of the image the company wants to build." Making Money. [DFNDT0004486]   |
|              |   | "Paul says the successful companies in ViaMall are selling as much as they would with a store in a regular shopping mall, some as much as \$180,000 a  |

Comparison of U.S. Patent No. 7,818,399 and ViaWeb Prior Art

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| Claim<br>No. | Claim Language of U.S. Patent No. 7,818,399       | ViaWeb Prior Art Relevant Disclosures   |
|--------------|---|---|
|              | first web pages displays at least one active link | defining page templates. In Viaweb, a template means more than just   |
|              | associated with a commerce object associated      | an HTML skeleton for a page: RTML is a superset of HTML that also   |
|              | with a buying opportunity of a selected one of a  | includes programming language features and operators for generating   |
|              | plurality of merchants; and (iii) wherein the     | images.   |
|              | selected merchant, the outsource provider, and    | By defining their own templates with Viaweb's online editor, advanced                                       |
|              | the owner of the first web page displaying the    | users have total control over the look and structure of their sites. So                                     |
|              | associated link are each third parties with       | resellers can use Viaweb as a platform to develop customized sites for                                      |
|              | respect to one other;                             | clients." ViaWeb Features. [DFNDT0005148-50]  |
|              |   | "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." ViaWeb How It Works. [DFNDT0005151-4] |
|              |   | "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 Sigu It! (2600 items).  |
|              |   | See our online documentation for details of how to generate your site                                       |
|              |   | from a database." ViaWeb How It Works. [DFNDT0005151-4]   |

# Comparison of U.S. Patent No. 7,818,399 and ViaWeb Prior Art

| Claim<br>No. | Claim Language of U.S. Patent No. 7.818,399  | ViaWeb Prior Art Relevant Disclosures  |
|--------------|--|--|
|              |  | month, but without the mall overhead. Stores can register a domain name (like www.moviemadness.com) and have the domain name linked to the Via-Mall site, so visitors to the site don't even have to know they visited ViaMall. While other malls on the Internet are borrowing huge sums of money to outdo the competition, Paul said ViaWeb has chosen to keep costs tow and borrowing at a minimum. ViaWeb has not put huge amounts of money into advertising campaigus or merchandising pushes, but the site has gained attention by winning several awards from magazines such as PC Computing, PC Magazine, Internet and Forbes. Business Week reported that a Columbus, Ohio-based chiropractor who sells vitamins on the Internet spent a month putting up a Web site using HTML but later switched to ViaWeb and had a site minning in just two days." Making Money. [DFNDT0004486]  "ViaWeb only succeeds when the merchants succeed, so the company is eager to give advice to new vendors. In addition, Paul has seen a lot of businesses succeed and others fail, so he offers what he considers to be expert advice to newcomers. His advice includes the following tips: find a niche you can dominate, work hard to keep your site looking good, promote your site, make it easy for customers to navigate your site, start out with as many products as possible, emphasize service, keep prices as low as possible, and change your site regularly." Making Money. [DFNDT0004486-7]  Also see DFNDT0005052, 5055-5059, 5071-5080, 51111-5117, 5120-5122, 5141-5147, 5156-5167, 3206-5256, and 3206-5207 for more information about ViaWeb, and examples of host websites/webpages and outsource websites/webpages. |
| 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; (j) wherein each of the first web pages belongs to one of a plurality | "Since that slow start, John has built over a dozen specialty merchandise stores. Some are based on other television shows such as The X-Files, Friends, or ER; others are based on popular movies like Men in Black (MIB); and others are stores he runs for other Web sites on the Internet." Making Money. [DFNDT0004437]   |
|              | of web page owners; (ii) wherein each of the   | "Viaweb includes a powerful scripting language called RTML for   |

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# Comparison of U.S. Patent No. 7,818,399 and ViaWeb Prior Art

| Claim<br>No. | Claim Language of U.S. Patent No. 7,818,399 | ViaWeb Prior Art Relevant Disclosures   |
|--------------|---|---|
|              |   | "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." 3.0 Release. [DFNDT0005257-8]   |
|              |   | "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." ViaWeb Resellers. [DFNDT0005263-4] |
|              |   | "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 too!" RTML Overview. [DFNDT0005265]  |
|              |   | "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." ViaWeb How It Works. [DFNDT0005151-4]  |
|              |   | "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.  |

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| Claim<br>No. | Claim Language of U.S. Patent No. 7.818,399 | ViaWeb Prior Art Relevant Disclosures   |
|--------------|---|---|
|              |   | There is no software to install: all you need is an ordinary browser.   |
|              |   | 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." ViaWeb How It Works. [DFNDT0005151-4]  |
|              |   | "Using an ordinary web browser, a merchant can log into Viaweb's site (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." 3.0 Release. [DFNDT0005257-8] "Paul Graham of ViaWeb sells custom Internet stores in his ViaMall site." Paul Edwards, Sarah Edwards, and Linda Rohrbough, Making Money. [DFNDT0004356-004648].   |
|              |   | "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 |

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# Comparison of U.S. Patent No. 7,818,399 and ViaWeb Prior Art

| Claim Language of U.S. Patent No. 7,818,399 | ViaWeb Prior Art Relevant Disclosures  |
|---|--|
|   | "Paul Graham was one of four Harvard graduate students who were sitting around one day trying to come up with an application for doing business on the Internet. The group agreed that an on-line mall was a .good idea, and that an application could be built so that potential mall merchants wouldn't have to know HTML code to have a storefront on a cybermail. But the magic moment came when someone suggested that stores could be built interactively, so the user needed nothing, more than a PC with Internet access to create his or her own cyberstore. "That was, when we knew we had to do it," Paul "said." Making Money. [DFNDT0004485]  |
|   | "In the beginning, the students started ViaWeb on a Pentium PC in someone's living room. To attract the funding they needed to keep the project going, the team sought out venture capitalists to drag into the living room and see ViaWeb in action. ViaWeb became a two-part project. ViaMall, an Internet mall where ophercitizens can shop, and ViaWeb, the interactive engine that allows merchants to build their ViaMall sites. All that is required of the merchant is photos in an electronic format that can be transferred to ViaWeb (uploaded) as the site is built and descriptions of the items for sale. In July 1995, ViaWeb was ready to go. To attract merchants, Paul said pric-ing was set aggressively with no leases or long-term commitments. The company also set up an interactive demos othat users visting the ViaWeb site could practice setting up their own store—they just couldn't save it. In addition, ViaMall supplies merchants with an easy-to-read report available anytime that contains a complete listing of information on the visitors to their site. The report includes hit rates, click-through, the last Web site the user came from before entering the store, and how much each individual purchased. |
|   | By tracing the last Web site and the purchase amount, vendors can find out which Internet advertising is working and which isn't." Making Money. [DFNDT0004485-6]  Also see DFNDT0005052, 5055-5059, 5071-5080, 51111-5117, 5120-5122, 5141-5147, 5156-5167, 3206-5256, and 5206-5207 for more information about ViaWeb, and   |
|   | Camp Language of C.S. Faten No. 2818,599   |

#### Comparison of U.S. Patent No. 7,818,399 and ViaWeb Prior Art

| laim<br>No. | Claim Language of U.S. Patent No. 7.818,399 | ViaWeb Prior Art Relevant Disclosures   |
|-------------|---|---|
| NO.         |   | Officer Riss Estes. Still, the merchant can scan in corporate logos and   |
|             |   | product pictures to jazz up the site." CyberStoreFronts for Rookies. [DFNDT0005065 70]  |
|             |   | "The obstacle to setting up a store on the Internet was the cost. John said   |
|             |   | he'd heard stories about people spending \$7,000 to \$8,000 to pay someone<br>to build their first Web store, and he'd also heard that over 50 percent of |
|             |   | the on-line stores were failing. Rather than spend that kind of money, John   |
|             |   | heard about ViaWeb, an on-line electronic mall where he could set up his  |
|             |   | store for \$100 to \$300 a month to start with no lease or long-term commitment.  |
|             |   | ViaWeb also offered the advantage of allowing John to display his products without knowing how to program HTML. All John needed was Internet              |
|             |   | access, which he had through Microsoft's MSN service, and he could  |
|             |   | design his Web store while on-line." Making Money. [DFNDT0004436]   |
|             |   | "So in 1994, John went to work to test his first "beta" store. Even though  |
|             |   | the ViaWeb site was inexpensive, John needed images and descriptions of   |
|             |   | the products to place on-line. John got most of the images of products from<br>the vendors. To find the vendors, John went to the studios, who provided   |
|             |   | him with a licensee list of companies who had acquired the rights to design   |
|             |   | "branded" merchandise. John then contacted those companies and made   |
|             |   | deals to buy the merchandise from them." Making Money. [DFNDT0004436]   |
|             |   | "Some enterprising entrepreneurs have turned their computer expertise   |
|             |   | into a way to provide "turnkey" business sites. "Cybermalls," groups of stores on the same Web server, are no longer the rage                             |
|             |   | everyone thought they would be in the beginning, mostly because cybercitizens   |
|             |   | are not bound by geographical limits. What is becoming  |
|             |   | popular are services that do the programming for businesses, so all   |
|             |   | the business has to do is use a browser to create and maintain store<br>stock in a Web "store." ViaWeb is such a concept, started by four Harvard         |
|             |   | graduate students who decided that businesses shouldn't have to go to the trouble of  |
|             |   | knowing how to code HTML in order to have an  |
|             |   | Internet store." Making Money. [DFNDT0004484-5]   |

# Comparison of U.S. Patent No. 7,818,399 and ViaWeb Prior Art

| Claim<br>No. | Claim Language of U.S. Patent No. 7.818,399  | ViaWeb Prior Art Relevant Disclosures  |
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| 19(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. | "Since that slow start, John has built over a dozen specialty merchandise stores. Some are based on other television shows such as The X-Files, Friends, or ER; others are based on popular movies like Men in Black (MIB); and others are stores he runs for other Web sites on the Internet." Moking Money. [DFNDT0004437]  "Viaweb includes a powerful scripting langnage 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 langnage 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." ViaWeb Features. [DFNDT0003148-30]  "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." ViaWeb How It Works. [DFNDT0003151-4]  "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. [Tyou 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 |

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| Claim<br>No. | Claim Language of U.S. Patent No. 7.818,399 | ViaWeb Prior Art Relevant Disclosures  |
|--------------|---|--|
|              |   | 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." ViaWeb How It Works. [DFNDT0005151-4]                            |
|              |   | "Advanced users can create their own page templates in Viaweb's powerful scripting |
|              |   | langnage, RTML, a superset of HTML with the power of a real programming            |
|              |   | language." 3.0 Release. [DFNDT0005257-8]   |
|              |   | "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. VAR5 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." ViaWeb Resellers. [DFNDT0005263-4]  |
|              |   | "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." RTML Overview. [DFNDT0005265]                                     |
|              |   | "We already have a web site. Can we put just the commerce part                     |
| 16790.1      | •   | 37   |

#### Comparison of U.S. Patent No. 7,818,399 and ViaWeb Prior Art

| No. | 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." ViaWeb How It Works. [DFNDT0005151-4]   |
|     | "Viaweb Store is a combination of an authoring tool and a hosting service:  |
|     |   |
|     | To a cana your core on our cut ver, acting an easy point and each marriage.   |
|     | There is no software to install: all you need is an ordinary browser.   |
|     | 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." ViaWeb How It Works. [DFNDT0005151-4]   |
|     | "Using an ordinary web browser, a merchant can log into Viaweb's site   |
|     | (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." 3.0 Release. [DFNDT0005257-8]  |
|     | "Paul Graham of ViaWeb sells custom Internet stores in his ViaMall site." Paul  |
|     | Edwards, Sarah Edwards, and Linda Rohrbough, $\textit{Making Money.}\ [DFNDT0004356-004648].$   |
|     | "Prospective Net retailers can contact Viaweb and its competitors, including America Online Inc. and Outreach Communications Corp. of Austin, Tex., |

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# Comparison of U.S. Patent No. 7,818,399 and ViaWeb Prior Art

| Claim<br>No. | Claim Language of U.S. Patent No. 7,818,399 | ViaWeb Prior Art Relevant Disclosures  |
|--------------|---|--|
|              |   | 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." CyberStoreFronts for Rookies. [DFNDT0005069-70] |
|              |   | "The obstacle to setting up a store on the Internet was the cost. John said he'd heard stories about people spending \$7,000 to \$8,000 to pay someone to build their first Web store, and he'd also heard that over 50 percent of the on-line stores were failing. Rather than spend that kind of money, John heard about ViaWeb, an on-line electronic mall where he could set up his store for \$100 to \$300 a month to start with no lease or long-term commitment. ViaWeb also offered the advantage of allowing John to display his products without knowing how to program HTML. All John needed was Internet access, which he had through Microsoft's MSN service, and he could design his Web store while on-line." Making Money. [DFNDT0004436]                               |
|              |   | "So in 1994, John went to work to test his first "beta" store. Even though the ViaWeb site was inexpensive, John needed images and descriptions of the products to place on-line. John got most of the images of products from the vendors. To find the vendors, John went to the studios, who provided him with a licensee list of companies who had acquired the rights to design "branded" merchandise. John then contacted those companies and made deals to buy the merchandise from them." Making Money. [DFNDT0004436]  |
|              |   | "Some enterprising entrepreneurs have turned their computer expertise into a way to provide "turnkey" business sites. "Cybermalls," groups of stores on the same Web server, are no longer the rage  |

# Comparison of U.S. Patent No. 7,818,399 and ViaWeb Prior Art

| Claim<br>No. | Claim Language of U.S. Patent No. 7,818,399 | ViaWeb Prior Art Relevant Disclosures  |
|--------------|---|--|
|              |   | everyone thought they would be in the beginning, mostly because cybercitizens are not bound by geographical limits. What is becoming popular are services that do the programming for businesses, so all the business has to do is use a browser to create and maintain store stock in a Web "store." ViaWeb is such a concept, started by four Harvard graduate students who decided that businesses shouldn't have to go to the trouble of knowing how to code HTML in order to have an Internet store." Making Money. [DFNDT0004484-5]  |
|              |   | "Paul Graham was one of four Harvard graduate students who were sitting around one day trying to come up with an application for doing business on the Internet. The group agreed that an on-line mall was a .good idea, and that an application could be built so that potential mall merchants wouldn't have to know HTML code to have a storefront on a cybermall. But the magic moment came when someone suggested that stores could be built interactively, so the user needed nothing, more than a PC with Internet access to create his or her own cyberstore. "That was, when we knew we had to do it," Paul 'said." Making Money. [DFNDT0004485]  |
|              |   | "In the beginning, the students started ViaWeb on a Pentium PC in someone's living room. To attract the funding they needed to keep the project going, the team sought out venture capitalists to drag into the living room and see ViaWeb in action. ViaWeb became a two-part project. ViaMall, an Internet mall where cybercitizens can shop, and ViaWeb, the interactive engine that allows merchants to build their ViaMall sites. All that is required of the merchant is photos in an electronic format that can be transferred to ViaWeb (uploaded) as the site is built and descriptions of the items for sale. In July 1995, ViaWeb was ready to go. To attract merchants, Paul said pric-ing was set aggressively with no leases or long-term commitments. The company also set up an interactive demo so that users visiting the ViaWeb site could practice setting up their own store—they just couldn't save it. In addition, |
| 706790.1     |   | ViaMall supplies merchants with an easy-to-read report available anytime that contains a complete listing of information on the visitors to their site. The report includes hit rates, click-through, the last Web site the user   |

| Claim<br>No. | Claim Language of U.S. Patent No. 7,818,399 | ViaWeb Prior Art Relevant Disclosures   |
|--------------|---|---|
|              | By tri<br>find o                            | from before entering the store, and how much each individual purchased.<br>acing the last Web site and the purchase amount, vendors can<br>ut which Internet advertising is working and which isn't." Making Money.<br>DT0004485-6] |
|              | 5156-                                       | nee DFNDT0005052, 5055-5059, 5071-5080, 51111-5117, 5120-5122, 5141-5147, 5167, 5206-5256, and 5206-5207 for more information about ViaWeb, and piles of host websites/webpages and outsource websites/webpages.                    |

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# Comparison of U.S. Patent No. 7,818,399, ShopSite Prior Art, Viaweb Prior Art, and Net.Commerce Prior Art

| Claim<br>No. | Claim Language of U.S. Patent No. 7,818,399  | Relevant Disclosures   |
|--------------|--|--|
|              | 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.  | See also 3, infra.   |
| 3            | The method of claim 1 wherein at least one of<br>the plurality of visually perceptible elements<br>includes a set of navigational links on the source<br>page.   | See Ex. 43C, at 3.<br>See Ex. 44C, at 3.<br>See Ex. 33C, at 3.                             |
| 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.  | See Ex. 43C, at 7.<br>See Ex. 44C, at 7.<br>See Ex. 33C, at 7.                             |
| 19           | A system useful in an outsource provider serving web pages offering commercial opportunities, the system comprising:   | See Ex. 43C, at 19. See Ex. 44C, at 19. See Ex. 33C, at 19. See I, supra.                  |
| 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 | See Ex. 43C, at 19(a). See Ex. 44C, at 19(a). See Ex. 33C, at 19(a). See I(a)-1(b), supra. |

2

#### Comparison of U.S. Patent No. 7,818,399 and ShopSite Prior Art combined with Viaweb Prior Art and Net.Commerce 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, ShopSite Prior combined with Viaweb Prior Art, and Net Commerce Prior Art renders obvious the asserted claims as described in part below. See Defendants' Invalidity Contentions for an explanation of the reasons for combining the teachings of ShopSite Prior Art, Viaweb Prior Art, and Net Commerce Prior Art.

| Claim<br>No. | Claim Language of U.S. Patent No. 7,818,399   | Relevant Disclosures  |
|--------------|---|---|
| 1            | A method of an outsource provider serving<br>web pages offering commercial opportunities,<br>the method comprising:   | See Ex. 43C, at 1.<br>See Ex. 44C, at 1.<br>See Ex. 33C, at 1.          |
| 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; (1) 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 merchant; 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; | See Ex. 43C, at 1(a).<br>See Ex. 33C, at 1(a).                          |
| 1(b)         | automatically retrieving from a storage coupled<br>to the server pre stored data associated with the<br>source page; and then   | See Ex. 43C, at 1(b).<br>See Ex. 44C, at 1(b).<br>See Ex. 33C, at 1(b). |
| l(c)         | automatically with the server computer generating and transmitting to the web browser a second web page that includes: (i) information  | See Ex. 43C, at 1(c).<br>See Ex. 33C, at 1(c).<br>See Ex. 33C, at 1(b). |

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# Comparison of U.S. Patent No. 7,818,399, ShopSite Prior Art, Viaweb Prior Art, and Net.Commerce Prior Art

| Claim<br>No. | Claim Language of U.S. Patent No. 7,818,399           | Relevant Disclosures   |
|--------------|---|------------------------|
|              | 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;  |                        |
| 19(b)        | (b) a computer server at the outsource provider,      | See Ex. 43C, at 19(b). |
|              | which computer server is coupled to the               | See Ex. 44C, at 19(b). |
|              | computer store and programmed to: (i) receive         | See Ex. 33C, at 19(b). |
|              | from the web browser of a computer user a             |                        |
|              | signal indicating activation of one of the links      | See 1(a)-1(c), supra.  |
|              | 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.                     |                        |

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# $\begin{array}{c} \mathbf{Making\ Money\ in} \\ \mathbf{C}\,\mathbf{y}\,\mathbf{b}\,\mathbf{e}\,\mathbf{r}\,\mathbf{s}\,\mathbf{p}\,\mathbf{a}\,\mathbf{c}\,\mathbf{e} \end{array}$

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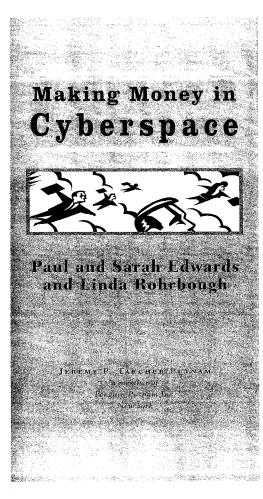
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Library of Congress Cataloging-in-Publication Data

Edwards, Paul, date.

Making money in cyberspace / Paul and Sarah Edwards and Linda

Rohrbough.—1st trade pbk. ed.

p. cm. Includes bibliographical references and index. ISBN 0-87477-884-0

Business enterprises—Computer networks. 2. Web sites—Design.
 Electronic commerce—Case studies. 4. Business enterprises—Computer network resources—Directories. 5. Internet (Computer network)
 I. Edwards, Sarah (Sarah A.) II. Rohrbough, Linda.
 III. Title

HD30.36.E36 1998 98-4004 CIP 658.8'00285'4678—dc21

DESIGN BY DEBORAH KERNER

Printed in the United States of America
5 7 9 10 8 6 4
This book is printed on acid-free paper. ⊕

DFNDT0004360

loved publisher; Mitch Horowitz, our helpful and enthusiastic editor; Jocelyn Wright, the ever-dependable and competent super assistant editor who makes things happen. No book gets made without the people in production, including Coral Tysliava and Claire Vaccaro. Ken Siman and Kristin Georgio provide vital support for our efforts

TO MARK, JESSICA, AND MARGARET

TO CLAUDE AND MAXINE

to spread the know-how we enjoy presenting to you.

The virtual team we relate to daily includes our assistant, Joyce Acosta, and, in her home office, Donna Gould, a source of wisdom and encouragement.

Finally, and perhaps most important, we acknowledge the hundreds of people Linda and we interviewed, many of whose stories provide examples in this book. Without their openness, honesty, and willingness to share their experiences, we could not have made this book as practical as we hope you will find it.

Acknowledgments

This timing for this book was suggested by Robert Welsch, who believed that we wait until the initial frenzied fever of the cyberspace "gold rush" had settled enough that we could do more than give best guesses about how to actually make money on the Internet. And for most of the several years it took to bring this book into being, we constantly heard, "The only people making money on the Internet are those telling others how they can make money." That's not true anymore. We are constantly and delightfully surprised by people—individuals—who from their spare bedrooms and living rooms are making excellent money from what they do online. In fact, recent surveys are showing that the smaller businesses are doing better than the larger ones. So Robert was right. Now is the time to let you know how to succeed in cyberspace while it's still young enough to offer lots of opportunity. At this writing, fewer than one in five small business have a Web presence.

Books are the result of a team effort, although the team members usually never meet face-to-face at the same time. But each has a role that deserves hearty acknowledgment. First is our co-author, Linda Rohrbough, who has earned the largest credit. Such is the utility of the ability to work collaboratively in cyberspace—we have been in the same room with Linda only twice. In New York is the team of people who guide and produce our books, including Joel Fotinos, our be-

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Cyberspace: a term originally coined by science fiction writer William Gibson in the 1980s in his novel Neuromancer. Cyberspace has become a synonym for the interactive computing and communications base available in the worldwide electronic network known as the Internet. (Other sources say cyberspace is synonymous with the term virtual reality, or virtual world.) Cyberspace is ". . . 'where' the global community of computer-linked individuals and groups lives."



One of the biggest complaints about society today is its lack of interpersonal connectedness. Couple this lack with high technology and you get one of the biggest fears of our time—the Orwellian

"Big Brother"—a merciless, domineering control of people with no thought for individuals and no personal joy or attainment. Noted psychologist B. F. Skinner expressed it this way:

Concentration of power in an agency is objectionable... because it destroys interpersonal contacts. If I work for a company manufacturing shoes and my neighbor for a company manufacturing shirts, and if we both earn enough so that I buy a shirt and he or she a pair of shoes, we have in a sense produced something

<sup>1</sup>The On-Line Edition of the Hutchinson Encyclopedia (Oxford, England: Helicon Publishing, Ltd., 1995), CompuServe's Reference Section.

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For example, it seems obvious that an advertisement for an outdoor billboard would have to be redesigned before it could be placed in USA Today and redesigned again before it could appear in Better Homes and Gardens magazine. Each situation involves different audiences viewing the information at different speeds and from different points of view. It's obvious because we understand billboards, newspapers, and magazines—we've seen lots of examples, understand the principles behind how each is produced, and know how people tend to respond to each one.

Cyberspace as a medium has been widely misunderstood. Some characteristics of the medium have been defined, such as the emphasis on "netiquette" or proper ways to keep from offending people in cyberspace, but businesses have relied on trial and error to come up with ideas for using this new medium profitably. It is our contention that the trial-and-error approach is no longer necessary.



arilyn Butz was fifty-three and working for a print shop when the idea of doing business cards on the Internet came up. She'd worked for the previous ten years in the printing industry and was looking for something she could do herself starting part-time. Marilyn said the Internet was completely new and she'd never even sent e-mail. Her husband said she wouldn't get a single order her first year. But her grown son, who was working for an Internet Service Provider (ISP), said to her, "Mom, you can do this."

SPECIALTY BUSINESS CARDS

So in March of 1996 she decided to start her own Web site to sell specialty business cards on the Internet. She had a Macintosh Performa, so she bought a copy of Adobe Pagemill because she thought she wouldn't have to learn to code HTML (hyper text markup language) to develop her site. But

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#### 2 Making Money in Cyberspace

of value for each other, but there has been no direct exchange. A special opportunity to reinforce each other's behavior has been lost. Companies are no doubt needed for the efficient production of shoes and shirts, and we must have an economy rather than simply a culture in the older sense, but something has been given up.<sup>2</sup>

What if there was a place where that "something" that Skinner describes could be obtained without losing the economy of efficient production? What if this place allowed unprecedented personal freedom and successful businesses not only had to recognize individuals but also had to cater to them in order to survive? There is such a place, and it's called cyberspace.

As you'll see in the following chapters, cyberspace is a unique communications medium where individual freedom is paramount. It is a medium that resonates with the deepest components in our psychological makeup as humans.

#### A New Communications Medium

E ach time a new communications medium has been introduced, opportunities abound, but there is always a learning process to find out how to use the new medium effectively. When the telephone was introduced, it took some time before people realized that they could speak differently than they did when sending a telegraph message. In the film industry, the advent of "talkies," or movies with sound, changed forever the way movies were made.

While a trial-and-error approach could work, it stands to reason the fastest and most effective way to take advantage of opportunities in a new communications medium would be to gain an understanding of the medium, learn the principles behind how it works, learn how to gain a response from people using it, and see how others have effectively used it.

<sup>2</sup>B. F. Skinner, Reflections on Behaviorism and Society (Englewood Cliffs, NJ: Prentice-Hall, 1978), p. 9.

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after a short time, she found there were things the software wouldn't let her do and she had to learn HTML anyway. It took about three weeks. "I hated my son and I cried a lot, but now I can do everything by myself," Marilyn said.

While she put four hours a day in the evening and most weekends into her site, Marilyn said her biggest business challenge was the cost of accepting credit cards. She found it took \$800 a month in gross credit card sales to make a difference in her bottom line, and it cost \$30 a month just to rent the equipment, but she found it was a method people understood and accepted. Marilyn said her bank analyzed her Web site and decided they would allow her to take credit cards only if she accepted the information over the phone, not on her site or by e-mail. So she either arranges to call customers or encourages customers to call her twenty-four-hour message center to leave their credit card information.

One of Marilyn's biggest boons was discovering that Japanese businessmen have trouble getting business cards printed in raised print (thermography) in the larger Japanese card size of 3% by 2% inches. (American cards are 2½ by 2 inches.) She uses drop shipping and contracts with printers in other states like Texas to actually do the work once she has e-mailed the copy in the correct format. She also has a lot of clients in NewYork and New Jersey.

A big part of Marilyn's business is educating customers concerning file formats and fonts. She doesn't get involved in design work because she finds it too difficult to do printing and design, but she has designers she can make referrals to.

Promotion of her site is where she focuses much of her attention as well. She participates in discussion lists across the Internet and spends a lot of time in women's on-line sites. She met designers at the Field of Dreams site who helped her with her own site design and got business referrals there as well.

Marilyn's advice to businesses starting out is to "expect to spend some time on your site—dedicate yourself to doing this. Figure you need one additional employee to handle the Internet site to do it right. 'Right' means with the goal of making your on-line business grow."

#### Why Business in Cyberspace

E very community has businesses. Cyberspace is no different in that there's a place for businesses there as well, but it is a different medium with strengths of its own. These strengths include speed, low cost of entry, quickness of change, international distribution, personal touch, ease in searching, and the interconnectedness of cyberspace. Let's take a look at each one of these characteristics individually.

#### Speed

If there's one thing cyberspace has going for it, that one thing is speed. Although there are people who insist that the exchange of information on the Internet is instantaneous, it isn't. Messages sent across this vast network can arrive seconds, minutes, or even hours later. But even a slow Internet connection is faster than overnight delivery. Even more significant is the fact that information appearing on the Internet can be changed rapidly. So not only is it fast to put up the most recent information; it also is expected by people who use the Internet.

#### Low Cost of Entry

You can start doing business in cyberspace for \$100, or even less. Lots of people—especially large companies who want to make an impressive showing—have spent more, but you don't have to.

#### Quickness of Change

It takes very little time to change your information in cyberspace. You can do so in less than an hour. Compare that to reprinting a brochure or redesigning even a photocopied handout.

#### International Distribution

Cyberspace knows no national boundaries. That means you can do business all over the world as easily as you can in your own backyard.

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#### ntroduction

Much has been written about what works when trying to do business on the Internet. The problem is that the medium of cyberspace is too often defined in terms of other media that we already understand. For example, there have been predictions that at the current exponential rate of growth, by the year 2000 everyone on the planet will have Internet access. Now that's just silly. Everyone on the planet doesn't even have a telephone, much less Internet access (even if you consider the advent of wireless services). These theories are spouted by people who understand just enough to draw the wrong conclusions. Let us give you a couple of examples of this same type of thinking from recent history.

In the late 1800s, when the telephone was introduced, there were widely circulated cartoons that featured a single gentleman shouting into a telephone while auditoriums full of people in various locations listened to a single box connected at the other end. This made perfect sense in light of the ways in which people communicated then. It seemed natural that you'd go to an auditorium to hear an important speaker who didn't have to travel to your location to address your audience. Of course, people address audiences by telephone now, but that's not how we view the telephone. Who would have thought then that we'd be using something as revolutionary as a telephone to simply gossip about the neighbors or check the time? Yet it's convenience and utility that make the telephone valuable enough for millions of people to pay every month to have one.

Or take the more recent introduction of the video cassette recorder (VCR). It was widely thought that the VCR would hurt Hollywood, and the movie industry in particular, because people would rent movies rather than go to movie theaters. This was an argument based on convenience for the user. Why jostle in crowds in a theater when you can remain unjostled and pay less for snacks in your own home? But it hasn't worked that way. It's fun to see a movie on a huge screen in a theater, then buy the movie when it is released on cassette and watch it again and again at home. Or just rent it again. As a matter of fact, the VCR has helped the movie industry. Not only are the numbers of people attending movies in theaters increasing, but some movies—such as the Kevin Costner film Waterworld—that would have lost money have also been profitable because of the video cassette market.

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#### Personal Touch

The Internet tends to be a more personal environment. People expect to get a real person when they send mail, and there's a lot of personal information out there. This can work to your advantage, especially if you're a small, start-up company.

#### Ease in Searching

A big part of life in cyberspace revolves around the ability to find information. Computers are great at handling and dissecting information too big for any one person or even a group of people to deal with, and computers are at the heart of cyberspace. There are computers that go around cyberspace all day long just looking for information to index so that you can find it. As you'll see later in the book, that's one important way in which people will find your business.

#### Interconnectedness

Distance doesn't mean much in cyberspace. Because everyone is connected in cyberspace to a web of worldwide computers (that's why they call it the "World Wide Web"), information is transmitted at the speed of sound or the speed of light, depending on the type of connection. Either way, distance becomes meaningless, which makes you able to link to anyone on the globe and anyone on the globe can link to you. As you'll see, this ability to provide links makes doing business on the Internet attractive to customers.

#### If You Build It, They Won't Necessarily Come

aving said all that, we need to say this: If one thing is obvious by now, it is that you can't just put up a brochure in cyberspace and expect people to beat a path to your door. "If you build it, they will come" may work if you're opening a fast-food restaurant on a busy street corner, but it doesn't work in cyberspace. If it were that easy, you wouldn't need this book.

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# So What Does Work?

Fortunately, the Internet has been around longer than is generally known, and there are people like Bruce Clay who have found what it takes to break into it and make a living there. The way to discover what works is to pinpoint what is actually working. Find a guide who knows something about the medium, then locate people who are successful and uncover what they're doing.

That is what we've attempted to do in this book. We have been living and working in cyberspace full-time since the 1980s. We understand the medium, its strengths, and its weaknesses. We've coupled our experience with that of people who are making it and boiled it down to its essential elements. In easy-to-understand terms, we present to you how cyberspace works using general principles, broken down into practical steps you can implement. You'll also read the stories of people who are actually making money in cyberspace and hear from them about how they got started as well as what they say about what works and what doesn't.

One of the things we are convinced of is that this isn't a zero-sum game. Someone else doesn't have to lose customers or business in order for you to gain in cyberspace. There are four basic human needs: food, shelter, clothing, and communication. In fact, it could be said in modern terms that communication outranks the other three, because if you can communicate, you can find ways to meet your other basic needs. Our need for communication is not even close to being met. Every device that brings us another way to communicate effectively will find a host of people eager to use it. Fundamentally, the Internet is a medium of communication. You can make it work for you—it's just a matter of knowing how.

@BRUCECLAY NEWBURY PARK, CALIFORNIA HTTP://WWW.BRUCECLAY.COM CONSULTANT: WEB AND PRODUCT ARCHITECTURE, DESIGN, MARKETING, AND PROMOTION

BRUCE CLAY

STUDY

ruce said he'd heard the hype about the Internet and decided to get in Paruce said hed heard the hype about the manner of the hard who want to all his consulting services to companies who want to launch new software products. He has a strong background in business and marketing and figured his background alone would be enough to get him in. He got serious about learning about the Internet; at one point he put in four hundred hours a month exploring cyberspace, and he taught himself the hyper text markup language (HTML) used to design Web pages. "I studied the Internet to figure out how to market myself as a service. Then I put up my site. I put up my background, I put up prices, and no one came. 'Call me,' I said, 'we'll discuss anything.'

"I started out with an I'm here, but basically no one knew I was here." Building a Web site is like putting up a billboard in your basement—no one sees it," Bruce said.

"As I learned more about the Web, I tried to look objectively at my site, asking myself, 'Why would I visit this site?'" It was in asking himself what he would be looking for that Bruce realized he needed to give away as much information as possible about what he does.

So Bruce redesigned his site so that it gives away all the information you need to market a product and promote your Web site on the Internet. Bruce's tone is personal, informal, and friendly, and he talks to the reader using personal pronouns like I and you. The site provides a wealth of information and offers examples and checklists. He gives away so much useful information, you'd think he would put himself out of business.

In fact, Bruce says, "If you use my site and do it yourself, you don't need me." However, since having changed his site to provide so much free information. Bruce gets one or two unsolicited requests for consulting quotes and twenty e-mails a day—which he says is sufficient for him to operate a

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they did the work themselves, but you can too. If you want to pay someone, your expenses will be higher-closer to the \$2,000 to \$5,000 range to get started.

Second, making it on the Internet takes commitment, just like any other endeavor. You cannot build a site, then walk away from it and check back once in a while. The speed of the Internet makes people expect to hear back from you quickly, or they'll simply forget about you and your business

#### Whom This Book Is For

This book is aimed at those looking for a new business to start, existing businesses who want to boost revenue, and businesses who hope to make their current Internet presence more profitable. As we said, if you're in a big company, this book can help you too, but the focus here is on the small operation that wants to make a good living serving customers in cyberspace.

#### How Much Money You Can Make in Cyberspace

We've talked with people who are earning a wide range of incomes in cyberspace, from \$10,000 a year part-time to a gross of \$250,000 or more a year. Their stories are all in here, along with their tips and tricks as to how they did it-information you can use to do the same. There's no magic formula. It's a matter of understanding the medium, working smart, and being persistent.

#### A Chapter-by-Chapter Summary

We've divided the book in two parts. Part I covers the business aspects of cyberspace at a higher level, while part II deals with the mechanics of what you need to know to get started.

The first two chapters of part I cover critical information about the medium with which everyone doing business should be familiar. The next four chapters offer information on the three main categories of businesses in cyberspace, with a fourth division for existing businesses venturing into the cyberworld. (Existing businesses will

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#### Making Money in Cyberspace

good consulting business. And he took off information about his per-hour rates, encouraging potential customers to contact him via phone or e-mail instead. "Everyone assumes I'm more expensive than I am," Bruce added.

Bruce claims that by giving away material, he develops trust. The free information has a twofold effect—it builds rapport without pressing and shows that he knows what he's doing,

Being a consultant is a lot like being a paramedic, according to Bruce. A consultant has to listen to the problems, examine the available material, and get the answer right the first time. Like a paramedic, the customer has no time or patience for trial and error. "If you do it right, they'll tell two friends. If you do it wrong, they won't tell anyone, or they may tell everyone else you did it wrong" Bruce added.

"Once I started giving away information, I started winning awards, links on other popular Web sites to my site, and mentions," Bruce added. He says he spends two hours a day on his site—one hour answering e-mail and the other keeping up the content on the site.

To those new to the Internet, Bruce says if you want to maintain a consistent customer base, give your customer something for nothing. Information is the most valuable commodity. In addition, he says, "You need to work smart, develop a proper marketing program, maintain a consistent visitor rate, and be content.

Bruce's goals are anything but modest: "I'm going to position myself over time as one of the top people in the industry who is recognized as an authority, rather than just thinking of myself as an authority."

#### Two Important Things to Remember

This book isn't aimed at big companies with a lot of money and resources, although it certainly would help them to read it. The first thing to remember is, despite what you may have heard about how much money big companies are spending, that cyberspace really is a level playing field. As a small-business person or self-employed individual, your business in cyberspace can be just as successful as a huge corporation's endeavor-maybe even more so. One highly successful company, Annie's Homemade, which sells all-natural macaroni-and-cheese dinners, started on the Internet with a \$100 investment in their site and \$60 a month to keep it up. Obviously,

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# Making Money in Cyberspace

fall into one of those three main categories, but the challenges facing an existing business are different, which is why a separate section is devoted to these businesses.) Part II covers information everyone needs to know, no matter what type of business category they fall into. Next is a chapter-by-chapter summary.

Chapter 1 lists the characteristics that make the Internet different from any other communications medium ever employed. Entitled "Cyberspace Is Personal Space," this chapter explains how our physical and emotional makeup cause us to relate to cyberspace differently than we do to other popular communications media used in business, such as radio and television. This is information that is critical for an understanding of cyberspace from a business perspective.

In chapter 2, we cover opportunities in cyberspace, including the projected growth of business on the Internet, the income potential for businesses, and the basic three categories into which businesses in cyberspace fall.

Advertiser-supported sites are the focus of chapter 3. This is one of the basic precepts of doing business on the Internet, and we cover how successful cyberbusinesses are picking up those advertising dollars by drawing crowds to their sites.

Chapter 4 covers selling goods and services on the Internet, including what works well for sale in cyberspace and what you need to know to make selling on the Net work for you.

The amount of information on the Internet is mushrooming, and someone gets paid to develop that content and place it in cyberspace. In chapter 5, find out about writing content, developing Web pages, and helping others with their content and Web sites in this chapter.

Existing businesses face unique challenges in entering cyberspace. Chapter 6 is a guide to those challenges, and how to successfully meet them. You'll also find a list of the seven biggest mistakes businesses entering cyberspace make and how to avoid those mistakes.

Chapter 7 is focused on the do's and don'ts of building a successful Web site. This chapter covers a recommended procedure for making your Web site work, tools you'll need, design considerations, and practical tips to make your site a success.

Promoting your site is the focus of chapter 8. We'll talk about how

you can make use of special characteristics of the Internet to promote your site as well as free and low-cost ways to get visitors

In chapter 9 we discuss how to get paid electronically. The information in this chapter includes the most popular types of electronic payments, how you can get set up to take electronic payments, how to take advantage of commission sales from other sites, what to expect from Internet advertisers and advertising agencies, and quick and simple ways you can protect yourself from fraud.

And finally, chapter 10 winds things up with information on how to choose an Internet Service Provider (ISP) to host your site. In this chapter, you'll find out the important questions to ask and an explanation of what each question means so you'll understand the answers.

A helpful reference, the appendix contains the contact information for companies, tools, and resources mentioned throughout the book. In addition, we've included an alphabetized table of over 125 Internet businesses with descriptive information about each one. And we've provided a glossary of Internet terms and an index.

#### What You Need to Know to Use This Book Effectively

You will get more out of this book if you spend time in cyberspace. You don't need a lot of money to make that happen. In fact, you can start spending time on the Internet even if you don't yet have your own computer and Internet connection. Your local public library, junior college library, or a university library may offer Internet access to residents of your community without charge. Or you can rent Internet access at one of the "cyber cafes" springing up around the country that offer a combination of coffee and Internet access billed by the hour. Perhaps you have a friend who will show you around the Internet. The important thing is to get access so you can become familiar with navigating the Internet. You may also want to go back to the Internet at various points in the book and look for examples of what we've presented.

To give you specific information to shoot for, we've included a short list of terms you should recognize to use this book effectively.

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#### Making Money in Cyberspace

You can go through this short list and if you already know the terms and what they mean, then you're ready to jump in.

- > Internet browser. Examples: Netscape, Internet Explorer
- ➤ URL (Universal Resource Locator). Examples: http://www.paulandsarah.com; http://www.putnam.com; http://www.netscape.com; http://www.PCbios.com
- ➤ E-mail (electronic mail)
- ➤ Search engine. Examples: Yahoo, Excite, Alta Vista, HotBot

#### Our Hope

We hope that the locations and descriptions of the businesses we've listed here remain accurate when you go to find them. However, cyberspace is a moving target and while we've done our best to present you with the most accurate information available, there's just no way we can make any guarantees. We do believe you'll find the information to be high-quality material that's practical and something you can implement even if the particulars about people and Internet locations may have changed.

It is also our hope in writing this book that you'll find a new road to personal empowerment and financial success. We're always interested in your stories and your experiences. Feel free to write us at the addresses below.

Paul and Sarah Edwards: www.paulandsarah.com Linda Rohrbough: linda@PCbios.com

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# Cyberspace Is Personal Space

Instant information creates involvement in depth.

-Marshall McLuhan,

noted educator specializing in media





This chapter is the main building block for what you'll read in the rest of the book. Information about what people are expecting from you in cyberspace and how to get them to respond to your pres-

ence there are critical building blocks to doing any type of business on the Internet. Here you'll find what makes cyberspace unique, why people behave the way they do in this medium, and basic principles for doing business on the Web.

In a nutshell, you'll see that cyberspace is personal space and, as you read on through the book, you'll see example after example of how this principle is played out in real situations. To understand what we mean by cyberspace is personal space, you'll need to understand something about our psychological makeup as it relates to our interaction with other people.

<sup>1</sup>Tony Schwartz, The Responsive Chord (Garden City, NY: Anchor Press/Doubleday, 1973), p. 104.

TIP The terms cyberspace, Internet, World Wide Web (or www), Web, information superhighway, and global information network all refer to the Internet. While distinctions can be made between these terms (for example, the World Wide Web is the graphical portion of the Internet), you may safely consider them all to mean "Internet."

#### What Makes Cyberspace Different?

other recorded sound, but it's different from a book. It offers playback of music or other recorded sound, but it's different from a book. It offers playback of music or other recorded sound, but it's different from radio. In fact, one of the problems of marketing in cyberspace has been defining what is different about this medium as opposed to other media of communication.

Our psychological makeup determines what techniques each communication medium must use to produce the desired response. For example, sound is vital to video or television viewing. Try this experiment. Turn off the sound on your television and see how long it holds your attention. Sound quality is so important that people who play video games report that the images they see are better when nothing is improved but the quality of the sound they hear while playing the video game.

Let's look at a medium based on sound alone, such as radio. Radio announcements have to be short and include lots of repetition. Why is that? Because people are usually listening to radio while they're doing other things, like driving or working. The radio is competing with a variety of other stimuli for the listener's attention. Therefore radio spots have to catch the listener's attention, and then get the message across quickly because the message is not going to have the listener's attention for long. Just as businesses who want to use radio and television effectively need to know how people relate to these media, so do those who wish to use cyberspace need to understand how people relate to it.

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#### Cyberspace is Personal Space

cybercitizen's actual physical location is usually a place of complete familiarity within the person's own territorial bounds. Can we conclude, then, that the very act of surfing the Internet creates a situation of personal intimacy in the viewer unprecedented in communications media known previously?

If cyberspace is personal space or even intimate space, then you can assume that people you meet or who interact with information you place into the medium feel that you are in a position of personal intimacy with them. Does that sound preposterous? Let's examine the evidence. If indeed, our psychological makeup, our human nature, makes us feel a sudden intimacy in cyberspace, this would explain a number of behaviors exhibited in cyberspace that appear to be absent or not as intense in other communications media. Here's what we mean.

#### Even the Boss Answers His Own E-mail

One of the most notable features of cyberspace is that just about everyone still answers his or her own e-mail. So people you couldn't normally ever hope to reach by any other means of communication will personally read every electronic message sent to them. For example, a Microsoft employee living in Texas told us it is possible for any of the thousands of Microsoft employees to send e-mail directly to Bill Gates. Employees at other companies have similar privileges with their leadership. Sending mail of this sort is viewed as the equivalent of calling the boss at home on the weekend to ask about your retirement package and is commonly termed a CLM (career limiting move). So if you're going to do it, it had better be important. But before e-mail, who but a select few employees could even have hoped to have this type of access to management?

In one particular example we know of, a manager at a Fortune 500 company sent an e-mail regarding casual dress to a vice president in charge of operations of the region, bypassing several layers of management in the process. This produced a good deal of embarrassment for the people in supervisory roles above this manager and was viewed by many to be a CLM. However, several months later it was determined that casual dress would be adopted for the summer months, and now the regional office is considering casual dress on a

#### Cybercitizens Concentrate and Have Their PC in Close Proximity

While there is evidence to suggest that many households have their computers in the same room with a television, surfing the Internet is an entirely different experience than watching television. One major indication of this difference is that the computer user is usually within two feet of the viewing area of the computer monitor and is often sitting upright, or even leaning forward. Television viewing is most often done in a passive position such as reclining or even lying down, and the distance between the viewer and the television set is five feet or more.

The level of concentration of an Internet surfer is much higher than that of the same person in a television viewing mode. Direct eye contact is made with the monitor, and the viewer is actively selecting, listening to, and reading material on the screen. The person viewing information on the Internet is more than likely to be viewing material he or she selected. Couple the power to select what is viewed with the "instant" access to that information, and you create intense involvement. The Internet surfer is often found leaning forward, looking directly at the computer monitor, obviously intensely interested in the material being presented. As advertising legend Marshall McLuhan put it, "Instant information creates involvement in depth."

#### Our Psychological Makeup and Personal Space

There have been a number of studies done concerning what is commonly known as "personal space." All creatures have boundaries created by their physical bodies, but there are psychological boundaries as well. This has been shown in the territorial habits of a number of animals, including dogs and cats. People have territorial boundaries as well, often referred to informally as personal space.

Personal space is an invisible territory around an individual. Objects and other people in that personal space zone receive more attention and tend to be under more scrutiny. All people have a personal-space zone, but it is handled differently in different cultures. In North America, intimate space is from zero to eighteen

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permanent basis for employees who do not have to interface with customers. It appears that the manager who originally sent the e-mail was able to influence company policy in much the same manner as he might have if he had a personal friendship with the vice-president in charge.

#### Spamming

Spamming, the act of sending unsolicited e-mail, is another indication of the personal nature of cyberspace. It is met with hostility that seems out of proportion, unless you consider the intimacy factor of cyberspace. While technically, any unsolicited e-mail is considered a spam, what is usually meant by spamming is the practice of sending the same piece of unsolicited e-mail to hundreds or even thousands of users at once.

As an example, here is a question asked by a newcomer who joined a mailing list of entrepreneurs on the Internet in a discussion of spam and the answer from a member of that list:

I'm curious as to why people have a problem with spam... What's wrong with a little entrepreneurship when it could possibly MAKE money for someone... either the spammer himself or the person who receives the spam?... think about the people that only have e-mail access to the Net... how are they gonna find out about mailing lists and/or opportunities that they might be interested in. Just a few thoughts.

Some of the comments made in reply were:

The First Amendment does not protect the spammer. You are free to speak your mind, but that doesn't give you the right to come in and set up your soapbox in my living room.

... of course, the other approach is to increase the economic and social cost to spammers of their antisocial behavior, by subjecting them to lawsuits and even direct local pressure by informing landlords and people who live and work nearby of their misdeeds.

The U.S. News and World Report article went on to say that antispamming sentiment has become fierce despite a survey from one Internet access provider who said 70 percent of its users said commercial e-mail is fine, so long as it's something the individual is interested in. All this sounds contradictory unless you realize that cybercitizens see spamming as the same as coming home to find an uninvited door-to-door salesman sitting in your living room. Being sold a product is not the issue. It's the fact that their personal space has been violated. If the salesman shows he has some interest in the cybercitizen by finding out beforehand about his or her interests, if there's evidence that a level of care for the individual has been taken, then the unsolicited mail is not an issue.

#### Flaming Enflames

Flaming is the act of sending insulting e-mail to someone else on the Internet. In an article entitled "Flamers: Cranks, Fetishists and Monomaniacs," the New Republic called flaming "a familiar sociological curiosity."6 The article went on to describe the Internet as inhabited by "millions of electronic Walter Mittys nationwide" who take on a more "aggressive personality behind a computer and a modem."

A site dedicated to providing insults for flaming the homepage

<sup>5</sup>John Simons, "The Battle Over Spam Gets Ugly: Critics Take Aim at Junk E-Mail," U.S. News and World Report (May 12, 1997): 55 (1).

"Gary Chapman, "Flamers: Cranks, Fetishists and Monomaniacs," New Republic (April 10, 1995):

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states, "Boiling anger sharpens your point of view . . . so what are you going to do about it?" One of the jokes on the Internet has it that the fastest way to get flamed is to enter a chat forum dedicated to a specific topic and then attempt to change the subject or introduce a new subject. However, we believe flaming is another symptom of the unprecedented levels of personal intimacy in cyberspace and we believe we can offer evidence to support that claim. So let's examine flaming in the context of what we know about cyberspace.

While the demographics of the people who have inhabited cyberspace is becoming more female and is starting to include wage earners at lower levels, the traditional demographics have been male, with an income over \$60,000 a year, and usually well educated. A high proportion of the on-line services found the demographics included a large percentage of self-employed individuals. Prodigy did a survey that revealed a large number of people who own computers also have children, a result that came as a surprise as Prodigy previously believed the potential market was older men who were either single or had adult children. This demographic information hardly seems to fit the description of people who would regularly exhibit what appears to be uncontrolled, belligerent behavior.

One of the issues that has not been addressed is that the context of behavior makes a lot of difference as far as the acceptability of the behavior is concerned. The New Republic describes this e-mail from one cybercitizen to another as a "smart-alecky taunt":

Your reply was most impressive. You seem to have the ability to respond to mail with either profanity, inanity, or pointless threats of physical violence. Why don't you try those pills the doctor gave you, and take a nice long rest. It may do you no good, but I am sure the remainder of the viewers would be pleased by the absence of your moronic and asinine diatribes.

If you view the places where people exchange information on the Internet as though they were a public hall, such as a PTA meeting or a party, then a reply such as this to anyone appears to be out of bounds when it comes to acceptable social behavior. But if this reply were

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made to someone who barged in on an intimate social setting, such as a private home or an office cubicle, the above quote almost shows remarkable taste and restraint.

Imagine a small conference room where the inhabitants are a group of executives having an intense discussion about a topic important to their future. The door leading to the room is clearly marked with a sign explaining that others may enter, but that all discussion must center on the topic at hand. Now someone enters the room, and in a break in the conversation, asks if anyone can make change for the parking meters down on the street or can give directions to a local restaurant. Such behavior on the part of the new person will be seen as a violation of the personal space and a lack of respect for the members of the group. Further, rather than leaving when rebuffed, the newcomer insists on asking the question again.

What complicates the picture even further is that the newcomer also sees the conference room as his or her own personal space. Thus the obviously angry response on the part of the participants to a polite question that the questioner is confident they know the answer to is seen as an unreasonable personal insult.

Add into the equation the lack of any body language to go with email, so that an apologetic shrug or a handsome smile is missing, and the opportunities for insulting the other person multiply. Flaming is so commonplace that people have started putting in comments like "just my 2 cents" at the end of messages to avoid offense, or they joke about putting on "asbestos" long underwear.

A pattern forming among groups who share information on a certain topic, or "chat" groups, is to form a discussion on a certain topic and exchange worthwhile messages for a period of time, until some behavior insults a few members of the group. Then the majority of the messages become flames, other members of the group drop out, and eventually the discussion group is shut down due to lack of interest. Certain Web sites encourage chat but are run by moderators with experience who attempt to prevent flaming attacks that can result in the eventual destruction of the group.

Insulting someone is so easily accomplished in cyberspace that it's become a joke to go "trolling for newbies" by putting out "flame bait."

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The bait is designed to stir up the novice or "newbie." Those with more experience in cyberspace learn how to keep their feelings, and responses, in check.

# Other Evidences of Personal Intimacy

In discussing the intimate nature of cyberspace, a friend informed us she was often put off by responses she read on-line. She was surfing in an investing forum and the response from one member to another member who posted an investment idea was "that's stupid." We reminded her that people in intimate situations talk like that all the time. Close friends, lovers, family members all could get away with saying "that's stupid" to an idea presented by someone in their "intimacy zone"; and while it might not be welcomed, the comment would be acceptable. In fact, the comment might even make the receiver laugh.

One of the strongest evidences of the intimate nature of the medium are the marriages taking place between people who meet in cyberspace. What other communications medium can take credit for marriages? How many people who met over the telephone or the radio get married? Obviously, these people meet each other before they marry, but many have corresponded using e-mail for some time, and often have lived hundreds or even thousands of miles apart, but found each other because of common interests they could express in

From the beginning, personal pages have flourished on the Web. Personal Web pages have contained images of family members, the boat, and the family dog. Tools for putting these images on the Web, such as optical scanners and digital cameras, have experienced sharp price decreases and are selling as never before.

And material seems to be getting more, not less, intimate. We recently visited a homepage of a married couple where the husband spent pages explaining what they went through to have children-in great detail. The material read like a personal daily journal interspersed with editorial comments and included references to the husband's obesity and the dual six-inch incisions after a surgical procedure to increase his fertility.

Norwegian appliance manufacturer Electrolux had a popular Web site of a family refrigerator, but from the refrigerator's point of view.

#### Putting the Intimacy Factor to Work for You

The implications of the intimate nature of cyberspace can be summarized in four principles for building a successful business in cyberspace. They are: specialize, keep up with your e-mail, give people a reason to come back, and provide lots of information.

#### Specialize

With intimacy comes a heightened need for specialization. We, Paul and Sarah Edwards, co-authors of this book, have long emphasized the value of specialization for business start-ups. Being specific about what you do greatly increases your chances for success. However, as you'll see in the following chapters, the intimacy of the Internet forces even more specialization. It's not possible to be intimate about a general subject. Intimacy forces specifics, usually in great detail. From model horses to electronic greeting cards, you'll see that successful cyberbusinesses tend to specialize even more than standard business start-ups.



John had been in broadcasting for a lot of years when his sister married a cartographer. He says he remembers asking the question that changed his life—"What's a cartographer?" As it turns out, his new brother-

in-law traveled around the world for the purpose of producing twodimensional cartoonlike drawings of cities. John joined his brother-in-law in the map business in 1981. After about eight years, the two "gently" parted.

On his own, John was drawing maps of cities like Houston. He'd travel to a city, draw a map of the buildings, landmarks, and points of interest, index the map, and develop a "pocket guide." He'd then sell the guide to someone in the city and would teach them how to sell the map to people like the chamber of commerce.

John met and married his wife when he had nine people working for him, including artists, designers, etc. His wife, whom John credits with being a very smart woman, looked over the business income and expenses and said, "Why do you have all these people?" John realized his business made a lot of money, but he spent a lot on employees. Looking back, he feels a lot of businesses make the mistake of having high operating costs "chasing a dream" when if they operated on a smaller scale, they could make more money, it was at that point John decided to be smaller and more focused. When John cut his business down to selling customized maps to corporations, he took in more money, with fewer people, made more of a profit, and had less to manage.

Up to this point, he'd been doing maps by hand, but he bought a new tool—a computer. His first computer, purchased in 1989, was a Tandy 1000 SX. It had two eight-inch floppy-disk drives. Later his son suggested he get a hard-disk drive.

After using the computer, John thought he might be able to draw maps on a computer rather than by hand. He did some research, purchased Adobe Illustrator, and spent time learning to draw using a computer in six months of playing around with Illustrator and later Adobe Photoshop, he developed a way to draw maps on a computer. At that point, he went into a business partnership with a guy in Dallas and started a company called Illustrated Maps of Texas. The new partnership produced 11-by-8-inch maps of Texas.

But John was still looking for a better way In about 1992, he was walking through a mall in Houston and saw a new internet Service Provider (ISP), Phoenix Data Systems, doing a demonstration from a mall cart. This company offered direct access into the World Wide Web and John said while he was aware of the Web, he wasn't really "aware" of what he might be able to do there until then.

Phoenix helped John get onto the Internet, and the company hosts his

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Web site today. Phoenix came to his home, instructed him in how to install the software, and showed him how to find file transfer protocol (FTP) sites where he could download interesting material. John said, in his opinion, browsing the Internet was a waste of time, but the Internet was quite useful when he wanted something specific. So, he went to the trouble of learning how to navigate the Internet himself. (He said he's learned running a small business that you have to be able to do almost everything yourself at least once. This way you don't get caught in the trap of not being able to deal with something that goes wrong and you avoid the trap of being too dependent on one person.)

John was bent on getting his own Web site up. He searched for software he could use to build his site and ended up going with a software package called *HotDog* from an Australian software company called Sausage Software. John said his biggest advantage was he already knew how to draw images and change them from one format to another in *Photoshop*, so he didn't have to spend time learning about data formats.

At first he designed his page on paper, but after a while, he started making changes without drawing them first—just using the software. At first, he changed his site, or Web page, over a dozen times in the first thirty days. At one point he got an e-mail from someone who said he should keep track of people coming to the site. So he put up a "counter" to count the number of visits, but that was depressing because he found out not as many people were coming to his page as he'd thought.

On the other hand, John said he found the low number of visits added substance to something he'd always believed: that to get business, you have to go out and get the business—if you wait for them to come to you, you'll be waiting a long time.

John's question was, "How can I get people to come to my site?" He tried posting his site with all the search engines he could find, and he joined newsgroups, but his "hits" weren't going up dramatically. And the people who did visit would leave him requests like "I'm working on a college paper and I need an image of every country in Africa by tomorrow morning."

So he decided to change his site. John had looked at other sites and made the observation that the successful ones offer a lot without change. "They charge you for stuff, but they give you a lot." John said. So he spent a month designing almost a thousand pieces of clip art, then offered the im-

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ages for downloading at no charge."I said, 'Here's all the free stuff I offer and, by the way, I also do custom maps.' My hits went from thirty or forty a day to a thousand a day."

Once his hits went up John said, "My e-mail got almost uncontrollable." To answer, he found himself having to get up at 6 A.M. each day to work on e-mail for a couple of hours. The requests were wide-ranging, and some were unusual. For example, he had one from a rabbi in New York who was doing a book on the Persian empire and wanted a detailed map of a particular area. Another unusual request came from some government employees who were trying to win a contest and wanted a map of an area with the IRS site posted on the map. John said," I was afraid not to answer because I was concerned I'd turn off these customers."

Once the site took off, John expanded it. He already had images and examples of maps he could draw, so he added examples of maps he'd drawn along with profiles of the people using them and how they're using them. This brought in even more business. For example, a company in Pittsburgh saw the exact kind of map on-line that they had in mind for their site, so they also placed an order.

As an additional incentive to draw people back, John has added a daily contest in which he describes a location on the planet and people have to guess the location. Prizes to winners have included things like \$25 cash and an Indy 500 pin and pen. John said one of the surprising things he discovered by conducting the contests is that people are not geographically literate.

John said he's also been able to get big companies on the Internet who offer on-line maps to contract with him for those services. While contractual obligations prevent him from disclosing who all the companies are, he said his immense library of maps and travel guides has allowed him to get the work. He has work internationally as well. He is working with a company in Paris that is coming on-line with nautical and real estate sites, and he completed a project in Africa for a company who wanted to have maps of its African sites.

Lots of Web site bells and whistles and flashing lights are not relevant to a "now" buyer who wants to know what your price is, John says. Lots of people have told him they like the simplicity of his site and the way he makes it easy to use. He talks of a competitor whose site is so confusing he and his wife both had trouble navigating it.

John believes he's successful because he offers service at a fair price. He  $$^{
m DFNDT0004399}$$ 

What's the secret? If you want to take in money, give stuff away, be educational, and provide a lot of information. Then you can attract customers who are willing to pay. "For serious users of the Web, information is the key," John added.

#### Keep Up with Your E-mail

If you suddenly found yourself eye-to-eye with someone less than a foot away from you, who is there because of something that interested her, and you wanted to get something from her, what would you have to do? You must gain trust, convey sincerity, and build a relationship. The intimacy factor of cyberspace operates in much the same way.

One of the most important ways to build trust is to respond promptly to e-mail. This tells the other person she's important to you. Successful Internet business owners spend one to two hours a day just answering e-mail. Cybercitizens are aware of how quickly the medium offers a response, and they have little patience for a lack of response or a slow response. The more successful your site, the more e-mail you can expect, so be prepared to spend time handling it.

#### Provide a Reason to Return

Return visits to your site are critical to your success whether or not you want to earn income by selling space to advertisers or sponsors. One of the reasons for the importance of return visits is building credibility and a relationship with the customer. If people only come once, they're not likely to trust you or to want to do business with you. In all likelihood, potential customers may visit several times before they offer you their business.

In order for people to come back to your site, there has to be something worth coming back for. This can be accomplished in a

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attention from search engines to promote his consulting business. Aliza Sherman gives away information concerning issues particular to women in her advertiser-supported Cybergril site. These are just a few of literally hundreds of examples of people who started by giving something away.

What you give away depends on what is important to the audience you're after. Most Internet giveaway items are information, software, or images—things that can be downloaded to the user's computer immediately.

#### Conclusion

A swe've seen, people on the Internet are responding to this communications medium in a highly personal and intimate way. In The One to One Future, by Don Peppers and Martha Rogers, the authors claim technology is changing everything for everyone from the corporation to your great-aunt. These changes will empower the individual and the small-business enterprise as never before. The authors say:

The old paradigm, a system of mass production, mass media, and mass marketing, is being replaced by a totally new paradigm, a one-to-one economic system.8

Cyberspace is one of the first arenas for this shift, and we believe it is one of the forces causing the change to a one-to-one economic system. You'll see the four principles we've given you and the personal nature of this communications medium illustrated over and over as you read on. One of the indications of the changes ahead is the way people are flocking to this new medium. Growth in cyberspace has been unparalleled and opportunities abound, as you'll see in the next chapter.

 $^{6}$ Don Peppers and Martha Rogers, The One to One Future: Building Relationships One Customer at a Time (New York, NY: Doubleday, 1993), pp. 4–5.

number of ways, including offering changing images people find compelling, handy reference information, software updates, etc. As an example, "I See You" is a service for working parents with children in participating day-care centers that allows them to view their child's classroom at thirty-second intervals on the Internet. Philip Margolis of PC Webopaedia offers an advertiser-supported site with constantly updated lists of commonly used computer and Internet terms along with related Web sites to visit for more information. Real Audio offers a software plug-in that allows users to play sound off the Internet, but sets a time limit on use so the user has to revisit the site every ninety days for an updated version or purchase the software.

#### Give Something Valuable Away

There are many ways to express caring for another person—e.g., a gift, a telephone call, a back rub.

Notice that in this quote from Mark Knapp in his book Interpersonal Communication and Human Relationships, a gift is at the top of the list for building relationships because it expresses caring for the other person. Intimacy almost demands giving, and some of the most successful sites on the Internet have practiced this principle from their inception. Netscape was one of the most noted for giving away its Internet browser by the same name, and Microsoft has followed Netscape's example with Internet Explorer. Software developers have given away software packages for years in the form of shareware and freeware and some have made millions doing it.

Jim Button, a former IBM employee who developed the word processor Buttonware back in the '80s, made millions offering the software on the shareware "try-before-you-buy" premise. Today, John Moen of Graphic Maps offers free for downloading images of states and countries to promote his core business of selling custom maps. Bruce Clay gives away information on how to get your Web site more

<sup>7</sup>Mark L. Knapp, Interpersonal Communication and Human Relationships (Newton, MA.: Allyn and Bacon, 1984), p. 226.

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#### Recap: principles that work in cyberspace:

- 1. Specialize.
- 2. Keep up with your e-mail.
- 3. Provide a reason to return.
- 4. Give something valuable away.
- Remember: Cyberspace is personal space. Treat people with care and concern.

Making Money in Cyberspace



# **Opportunities** in Cyberspace

Today convenience is the success factor of just about every type of product and service that is showing steady growth.

> Charles G. Mortimer, president, General Foods Corporation





In the most basic terms, all we do in cyberspace is exchange documents with one another over the phone lines or other communications networks. For the networks over which this communication

takes place we have to give thanks to the U.S. military. If you remember, after World War II, our government realized it did not have the means to effectively move men and resources from one end of the country to the other. So it instigated the Interstate Highway system. This interconnecting network of roads now crisscrosses the country and allows all of us to use the Interstate Highway system.

Once the U.S. Department of Defense became dependent on computers, it didn't take long for them to figure out that computers fail

<sup>1</sup>If you're interested in the history of the Internet, you'll find no lack of it in cyberspace. Two good places to start are the National Science Foundation and the Internet Society homepages. You can find their homepage addresses (or URLs) in the appendix. DENDT0004404

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TIP On-line services, or non-Internet services, differ from Internet Service Providers (ISPs) in the type of access they provide users. Online services, such as America Online, while allowing users access to the Internet, provide an added layer of complexity to the process that tends to slow Internet access. On-line services also tend to encourage users to stay within the service to shop or interact. However, these services tend to offer more control over the content that can be viewed. which is considered a plus when children are involved.

But most of those fears are unfounded: if the U.S. government could have controlled access to the Internet, it would already have done so.

In fact, the Internet has been responsible for a lot of political change in the world. Totalitarian governments depend heavily on control of information and a lack of empowerment of the individual in order to maintain their power. The Internet takes control of information away from such governments, and their leaders hate it. For example, Iraqi government official Al-Jumhuiya of Baghdad said in an editorial in an Iraqi government newspaper that the Internet is "the end of civilizations, cultures, interests, and ethics." He called the Internet an "American means to enter every house in the world" and went on to accuse the U.S. of wanting to become "the only source for controlling human beings in the new electronic village."2 But, in fact, the flow of information is the real threat to such regimes because the Internet shifts power to individuals, not government, and as such it could be called the "freedom network."

#### The Individual Choice Network

Having called the Internet the freedom network, let us emphasize a concept that is the underlying premise of this book and the means to your success in cyberspace. That concept is, the individual has total freedom in cyberspace. "Surfing" the Internet is a lot like television channel surfing, only without the obstacles. No one is held hostage by a commercial while waiting for a favorite show to come back on;

<sup>2</sup> Staff, "Technology Report," Dallas Morning News (February 18, 1997): 8D.

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and that a computer failure could mean military disaster. The question was, What could be done? To prevent such disasters, over twentyfive years ago, in the 1960s, the military powers that be hired a group of thinkers from the Rand Corporation, and those bright minds came up with a network of interconnected computers to share information-the precursor to the Internet. Connected in this way, if one computer goes down, the network can still function. The interconnectedness was envisioned to be like a spider's web so that no one point held the entire structure and alternate routes could be found if one place was damaged or could not be used. This network had the added advantage of using the processing power of all the connected computers, making the whole more powerful than the sum of its parts.

Once the defense-related sites were joined in a new computer network called ARPANET, the next step was to hook up researchers in various universities. That's when the National Science Foundation became involved. In 1985 the NSFNET was formed to allow research and educational ideas to be exchanged electronically to free the flow of ideas unencumbered by the time and expense of travel and the restrictions of distance.

So, in the beginning just government-related sites could be connected, but the Internet was so exciting and so useful that after a while the growth of this government-funded network was growing way out of proportion. People from all over the world were finding ways to get on the "Information Superhighway" to access all the "free" information available there, and the U.S. government realized it could not afford to finance the entire world's access to the Internet. Nor did it need to. The decision was made to make the network public and turn over the cost of access to the private sector.

#### The Freedom Network

An important point to note here is that controlling access and content on the Internet was about as easy as controlling every person who uses the Interstate Highway system. It still is. Knowing that the Internet was born out of a government-funded operation has created apprehension that the worst parts of George Orwell's book 1984 and the notion that "Big Brother is watching you" could be coming true.

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the user is totally free to stop the flow of information coming in or to simply move on if the information takes too long to arrive. No one is watching, so there's no social compulsion to politely stay.

In other words, people who visit anywhere on the Internet do so because they want to, and your job in doing business in cyberspace is to make them want to. That's what this book is all about. This empowerment of the individual is one of the things that makes cyberspace attractive to people. Where people are, businesses that meet their needs are likely to follow.

## The Projected Growth of Business in Cyberspace

n 1997, the National Science Foundation said the Internet has grown from a handful of networks in the 1960s to over one hundred thousand networks. Each network can have one to hundreds or thousands of individual computers, so projecting the number of actual computers connected is an impossible task. However, as users register with on-line services and marketers conduct surveys, there are gauges for measuring the rate of growth of the Internet.

#### Exponential Growth Among On-line Service Providers and ISPs

Popular avenues of on-line entry reflect the exponential growth rates of cybercitizenry. In 1995, the three major on-line services-America Online (AOL), CompuServe, and Prodigy—reported a total of three million members. Three million was considered a staggering number of people at the time.

But in 1996, AOL said its membership doubled to 6 million and in the first half of 1997, AOL reported it had gained another 2 million subscribers for a total of 8 million. CompuServe reported in early 1997 that it was up to 5.4 million members, while Prodigy maintained its 1 million members. That's a total of 14.3 million members in early 1997 and a jump of more than 475 percent in just over a year's time.

The major on-line service providers admit a significant turnover in members, but even so the numbers are astonishing. In addition, there

While the number of ISPs is tough to estimate, Boardwatch magazine publishes a guide listing ISPs in 16,000 telephone area codes nationwide. Analysts at Forrester Research of Cambridge, Massachusetts, conservatively estimate 28 million cybercitizens from the United States alone will be going through ISPs to access the Internet by the year 2000.

TIP. In a nutshell, cyberspace is the world's largest word-processing

#### People Accessing the Internet to Multiply

The rate at which people are entering the world of cyberspace is nothing less than astonishing. In 1995, the Internet Society said if the exponential growth rate continued, the number of Internet users could equal the entire human population by the year 2001. Predictably, the growth rate has slowed. Still analysts at Yankelovich Partners, Inc., of Norwalk, Connecticut, predict the cyberworld will gain cybercitizens at the breathtaking pace of 20 to 25 percent annually. Those are numbers any industry would envy.

However, the number of people accessing the Web is even more difficult to count than the number of companies providing access. Estimates in 1996 ranged from 28 million to over 50 million. While there is disagreement over the numbers, the one thing everyone agrees on is that the number of people accessing the Internet is climbing rapidly. International Data Corp., a consulting group based in Framingham, Massachusetts, said their research shows the number of people accessing the Internet should increase from their conservative figures of 28 million in 1996 to 175 million at year-end 2001.

Several cyberbusinesses reported a significant increase in the number of on-line orders back in 1995 when the major on-line services gave their members access to the Internet. As the numbers of

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Analysts at Jupiter Communications are predicting a much faster climb to \$15.6 billion in cybersales by the year 2000. USA Today reported that on-line sales more than tripled in a single year, mushrooming from \$707 million in 1996 to \$2.6 billion in 1997.3 As the number of people entering cyberspace grows and Internet sales increase, advertisers are showing a growing interest in reaching customers on the Web.

#### Advertisers Investing in Cybercitizenry

Advertisers believe cybercitizens are worth investing in. In 1996, over \$300 million was spent on advertising on the Internet, according to analysts at Jupiter Communications. While over \$40 million was spent with the major on-line providers or "non-Web publishers," such as AOL and CompuServe, \$260 million was spent in advertising on the Internet. "While on-line is still a spec on the media buyer's map, growth like this helps legitimize the medium and slowly but surely attract mainstream consumer advertisers to it," said Peter Storck, director of Jupiter's On-Line Advertising Group. The analyst said his company expects this steady growth in Web advertising to continue.

Analysts at Cowles/Simba are more conservative with their 1996 numbers, saying World Wide Web advertising revenue reached \$171.5 million. These analysts say that's a 170 percent increase from the \$63.5 million in 1995, but the group predicts Web advertising expenditures will reach \$2.46 billion annually by the year 2000. The success of individual businesses on the Internet is what convinces advertisers to invest.

#### Income Potential for Cyberbusinesses

s we said in the Introduction, the income potential we've seen A for those doing business in cyberspace ranges from \$10,000 to six figures annually. However, we met few individuals doing over a quarter of a million a year and few making \$10,000 a year part-time. Most businesses fell in a range between \$40,000 to \$120,000 annuMaking Money in Cyberspace

people increase in cyberspace, the business opportunities are also sure to increase.

#### Sales Growth Takes Off

Healthy growth in the number of people on the Internet doesn't mean the businesses there have all been making money. Predictions of financial potential in the early days of the World Wide Web were. frankly, outrageous given the lack of experience of business on this new electronic frontier. The problem wasn't that there weren't businesses making money, but that businesses everyone expected to make money didn't.

"Despite these healthy growth rates, sales in the electronic marketplace have grown more slowly than expected for several reasons," cautioned Karen Burka, editorial director for the Stamford, Connecticut-based market analysis firm Cowles/Simba. "Existing electronic marketplaces-particularly those in the consumer markethave not demonstrated clear advantages over more traditional sales channels. Therefore, many potential buyers have not felt the need to change their shopping habits."

Saying that potential buyers have not seen clear advantages over traditional sales channels is an understatement. Businesses cannot just stick up a "virtual vending machine" and wait for the orders to come in.

Nonetheless, analysts at Yankelovich claim purchases on the Internet are increasing in number. "Cybercitizens are no longer just testing the waters," says Thomas F. Hill, vice chairman of Yankelovich. "They are coming of age as on-line buyers." AOL confirms the increase in buyers in cyberspace with its report that \$2.6 million worth of flowers were sent via its 1-800 FLOWERS service to 55,000 moms for Mother's Day in 1997-a figure double the number sent in

Flowers are not the only item cybercitizens are buying. Nearly \$7.5 million in goods were purchased on the Internet in 1996 (excluding non-Internet services such as AOL), according to analysts at Cowles/Simba. The group predicts that Internet-based sales of goods will climb to nearly \$4.3 billion by the year 2000.

# Making Money in Cyberspace

ally. Every business we talked with reported to us their revenues were climbing.

Existing businesses who branched out on the Internet varied. Some simply broke even, while others said a third or more of their current revenue was coming from on-line business. Some businesses expressed a need to have a presence on the Internet but were unable to track how much new business came in as a result of their Internet presence, though many were convinced a substantial amount of new business was due to the Internet. Some have gone as far as to offer stock via the Internet to raise funds for expansion.

Working part-time, it took most businesses we surveyed several months to show a profit. On a full-time basis, some businesses were profitable in as little as three months, while others found they took three years to become established. The average time it took most businesses to start making money on the Internet was a year. It's important to keep in mind that much trial and error went into the mix as these businesses started up.

Advertisers are bringing additional support to businesses serving Internet customers. However, not every business can be advertiser supported. We've divided the types of businesses in cyberspace into four categories.

### Four Types of Businesses in Cyberspace

hile there are lots of ways to categorize different types of businesses we're determined. nesses, we've determined that the most efficient way to break down cyberbusinesses into categories is by the way they generate their revenue. Businesses who generate revenue in the same way tend to do the same types of things to garner that revenue, and cyberbusinesses are no exception.

Successful cyberbusinesses fall into three main categories: those offering goods or services, advertiser-supported sites, and content development. In addition to these categories, we've added a fourth to include existing businesses entering cyberspace because these businesses face a special set of concerns. We'll take the next four chapters to examine each of these four categories in detail and explore how each category of cyberbusiness uses the four principles outlined

<sup>3</sup>Elizabeth Weise, "Net Can't Fill All Your Stockings Yet," USA Today (December 10, 1997): 1D.

#### Recap:

four types of businesses in cyberspace:

- 1. Selling goods and services
- 2. Advertiser supported
- 3. Content development
- 4. Existing businesses

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# Providers of Goods and Services

Market research can establish beyond the shadow of a doubt that the egg is a sad and sorry product and that it obviously will not continue to sell. Because after all, eggs won't stand up by themselves, they roll too easily, are too easily broken, require special packaging, look alike, are difficult to open, [and] won't stack on the shelf.

-Robert Pliskin,

vice president, Benton & Bowles, speaking to the National Packaging Forum in 1963



# Selling goods and services in cyberspace is

hardly new. One of the most popular goods to be sold in cyberspace was software. Phil Katz with his compression utility, Pkzip; Jim Button, a former IBM

employee who developed the word-processing application Buttonware; and John McAfee with his antivirus product, Scan, all made it big selling software in cyberspace.

Once graphical services such as Prodigy and America Online came into being, the ability to see products offered for sale changed forever the way business would be done in cyberspace. In this chapter, you'll see what makes cyberspace a great place for marketing goods and services, what type of products do well in cyberspace, and how successful cyberselling is done.

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#### The Strengths of Selling in Cyberspace

The most significant strength of selling in cyberspace is that it is inexpensive. Companies we talked with spent from \$100 to \$5,000 or more to get a Web site on-line to sell products. The average cost was \$500 to \$1,000. Compare this to the price of designing and distributing a full-color printed brochure to hundreds or even thousands of people, and the cost of placing material for sale on the Internet is a bargain indeed.

Not only is a Web site inexpensive to set up, but giving people the information they need to decide whether or not to buy can also be less expensive. For example, Mike Smith of Joshua Tree Wood Trim says he's found it much less expensive to sell wood trim kits for automobiles over the Internet because customers can get all their questions answered on-line. This saves him money, as he doesn't have to pay for toll-free calls to answer questions, and he doesn't have to send out a catalog to educate the customer as to what the wood trim kits look like, how they're installed, or the selection of woods available.

Not only is it relatively inexpensive to put up a Web site with items for sale, but changes can also be made to the Web site in a matter of hours. Even inexperienced computer users can set up a Web store in a day or two. The most time-consuming task is knowing what to sell and how to get Web visitors to buy. We'll address those issues next.



Dennis calls himself a city boy who graduated from East Side High School in Paterson, New Jersey, and went on to major in music at the Yankton Conservatory of Music in Yankton, South Dakota. While in college, Dennis also dabbled in photography. Upon graduation, he got a job teaching music in South Dakota, then he accepted a position near the small town of

HTTP://WWW.PEAFOWL.COM

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Minden, lowa, where he met Debra Joan Buck. The couple dated for four years, got married in 1980, and rented a farm near Minden.

Debra had a pet pig named Charly who grew to be over eight hundred pounds. One day an accident befell Charly, and Debra went in search of a new pet. She told Dennis she'd like to have a peacock, so after much searching Dennis got three peacock eggs, one of which hatched.

Dennis and Debra found that there wasn't much information out there on "peafowl," which is the term they discovered was all-inclusive for peacocks, peahens, eggs, and chicks. Their first bird, whom they named Junior, died unexpectedly and upon taking the bird to the vet to find out why, they discovered the bird had a deformed heart. They were also surprised to discover that Junior was female, not male.

By then, the couple was hooked on peafowl, so they bought two blue males and three blue hens. Then they heard about white peacocks and purchased five of those. By this time, they had a breeding operation started. They also started selling the birds, as well as eggs, feathers, and jewelry.

Dennis, who had struggled with English in college, decided to start keeping notes on what he learned about peafowl, since there was so little information available. By 1986, he felt he had enough information to write a book Since no one seemed to be interested in publishing the book, Dennis and Debra borrowed money from a bank, Dennis took his own photographs, and the couple published a book on peafowl themselves titled *The Wacky World of Peafowl*.

Dennis said that when the fifteen boxes of books arrived from the printer, he realized he was going to have to start selling. He took out ads in poultry magazines and did his own public-relations work, which garnered him an article in the *Washington Post*. Public interest in the birds and the books seemed to accelerate and, inside six months, the couple was able to pay off the bank note.

By 1987, the couple had an opportunity to purchase a four-acre tract of land near Minden and moved the entire operation onto their own property for the first time. By the time. Dennis was reprinting the first book, customers were starting to ask him if he was going to do a second book With plenty of material on his hands, Dennis and Debra took advantage of interest in the new book to get prepaid orders in advance, which financed their second book, The Wacky World of Peafowl, Volume II.

Meanwhile the couple's peacock operation was getting plenty of atten-

tion from a variety of publications from *Organic Gardening* to *Vogue* magazine. Television crews visited the farm, and the couple made several national television appearances. When the *New York Times* said, "Dennis Fett has an encyclopedic knowledge of peafowl," Dennis realized he'd established himself as an authority on the birds.

In 1991, Dennis and Debra were getting pressure to write a third book, but they decided to publish a subscription-based color, bimonthly newsletter instead. The next year, Dennis was called in as a consultant to the city of Rolling Hills Estates in Southern California when a crisis situation erupted over a conflict between city residents and the local, wild peafowl population.

In 1995, although the peacock business was good, Dennis found himself having to take work as a substitute-teacher and Debra worked part-time as a secretary to make ends meet. A shortage of substitute science teachers caused the high school to offer Dennis a short-term assignment in a biology class. It was there he overheard students talking about the Internet, so Dennis asked questions and the students volunteered information. One thing led to another and one student, Matt, offered to design and support a Web site for the Peacock Information Center.

Dennis struck a business deal with Matt (and made sure Matt's parents were involved) to get the Web site going. A local ISP hosted the site, and Dennis paid the expenses as well as Matt. "At the time, we didn't even own a computer," Dennis said.

The site was an immediate success. Since Dennis didn't have Internet access, he provided self-addressed, stamped envelopes and Matt printed off the e-mail questions and mailed them each day. Dennis would then write answers for Matt to send back. Business was still conducted via mail order with the Web site acting as an on-line catalog.

After several months, it became obvious that Matt was becoming overwhelmed with the volume of e-mail and simply couldn't handle the load any longer. Plus, Matt was a junior in high school, and Dennis realized he wouldn't be around to help with the site forever. Dennis and Debra decided to once again go out on a limb and borrowed the money to purchase a Macintosh and a copy of *Claris Home Page*.

. While the couple was grateful for the job Matt had done, with more control of the homepage, Dennis and Debra were able to make changes and see results much more quickly. Debra redesigned the homepage, and DENDT000416

the couple noticed an immediate increase in the number of visitors and the amount of sales.

Dennis said he's had a lot of people comment on how much they like the simplicity of his homepage and the fact that it loads fast. Dennis also noted that a recent change in the page increased book sales dramatically. The couple thought it was a rule of Web page design that users shouldn't have to scroll through the first page to find information, and additional information should be available via menu options. However, Debra violated that rule by listing all the book information, including pricing, right on the first page. Dennis said orders for the books have gone up dramatically as a result and credits the increase in sales with making it easier for visitors to get to the book information.

Currently, the couple does almost 100 percent of their business on the Internet, the most lucrative of which is book sales. They also use the immediacy of the medium to let people know about the availability of hot items, such as eggs, which are often sold out months in advance. Some of their business is international, despite the fact that they don't take credit cards and they require checks drawn on a U.S. bank. "We do hardly any business in lowa or in the states that border lowa," he said.

Dennis is building for the day when his only job will be the peafowl business, and he feels the Internet has done a lot to move him in that direction. As another step toward independence, Dennis pursued and was awarded a fellowship from Creighton University in Omaha, Nebraska, to study peafowl mating habits. Their future plans also include expanding the newsletter and including other peafowl products for sale on the Web site.

#### What Sells in Cyberspace

The most important characteristic of selling in cyberspace is offering specific and unique products and services. As we've emphasized before, it pays to be specific: sites that are making money selling in cyberspace are on the razor's edge of specific and unique. For example, John Wells offers phasers that make real sounds for Star Trek fans. He also offers T-shirts, mugs, and other memorabilia for popular shows such as The X-Files, Friends, and Rosie O'Donnell. Dennis Fett concentrates on live peacocks, while Rick and Ralph Fazio sell

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plastic pink flamingo yard decorations. Raj Khera sells information about government contracts, and Paul Graham of ViaWeb sells custom Internet stores in his ViaMall site.

Cyberspace is also a nurturing place for talented individuals to bypass traditional marketing channels to gain an audience. Even wellestablished musical artists, like the performer formerly known as Prince, 'are using the Web to reach fans directly. He decided to leave Warner Brothers to sell one hundred thousand limited-edition copies of his Crystal Ball music CD from his own Web page on the Internet.

But you don't have to be famous to find a market in cyberspace. Debra Joan Buck, wife of Dennis Fett of peacock fame, found the Internet to be a previously untapped market for her father's stories. Lowell Buck had written profusely about his World War II experiences and country life, but no one knew about it until Debra found the volumes of handwritten work in her father's attic after his death. Debra compiled the previously unpublished works into a book titled Lowell's Limericks & Life Stories and now sells the book via the couple's Web site.

# Hard-to-Get Goods

Items that are difficult to get through regular retail channels are excellent candidates for sale in cyberspace. There may be a number of reasons why an item is difficult to obtain. The item may be perishable, new, available only in limited quantities, or it doesn't create enough demand with the general public to be sold in standard retail outlets. Items you might think of as being mail-order products often work well for Web site stores.

One of the major advantages of cyberspace for the consumer is that shopping becomes so much easier. What might take several days of asking around and searching to find can often be found in a few moments on the Internet. From buyers of antique washing machines to fine art worth millions, you can find it on the Internet.

Even mundane items can be sold in cyberspace if there's a com-

<sup>1</sup>The artist formerly known as Prince changed his name to a symbol, probably in anticipation of this graphical world.

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pelling reason for the consumer to buy Take macaroni-and-cheese dinners as an example. Annie's Homegrown, co-founded by Ann Withey of Hampton, Connecticut, sells all-natural, one-step pasta dinners aimed at people with young children. There's even a bunny named Bernie on the box.

Another example of mundane items sold in cyberspace is Peapod. An on-line grocery-ordering service, Peapod (http://www.peapod.com) allows subscribers to select items from their local grocery store using their PC and can deliver the groceries the same day. Started by the Parkinson brothers in the Chicago suburb of Evanston, Illinois, in 1989, the service boasts that 80 percent of its customers are women. The company went public in 1997 and is now one of the largest online interactive grocery shopping services in the U.S.

In the case of products or services like Annie's Homegrown and Peapod, the consumer may pay more than for competing products not offered on the Internet. However, each offers a compelling reason for consumers to buy and provides a convenient way to meet a specific need. Annie's Homegrown addresses the concern that parents have about food additives while providing quick meals for children, and Peapod offers time savings and convenience.



Identical twin brothers Rick and Ralph Fazio of Cleveland, Ohio, decided in 1991 that they had a unique idea for celebrating special occasions. The brothers came up with the idea for a service that places fifty plastic, three-foot-high, pink flamingos in the front yard of an unsuspecting person as a practical joke. The decorations are placed in the yard in the early morning, left there all day with a sign that identifies the occasion, then picked up at night, and used again the next day on another unsuspecting victim. So in the spring of 1992, the special-occasion service Flamingo Surprise was born.

The Fazio brothers say Flamingo Surprise was an immediate hit. "It's such a shocker to wake up to fifty hot-pink flamingos on your lawn," Rick added. Soon Flamingo Surprise had expanded to include four U.S. cities and a variety of lawn decorations including elephants, barn animals, dinosaurs, mutant frogs, giant musical notes, and even huge baby bottles.

In fact, the pink flamingos were so popular, the brothers started a mailorder business selling them in pairs. The company also started selling via mail order the "Birthday in a Box" containing twenty flamingos, a 16-by-22-inch sign that can be personalized, and two three-foot-long birthday banners. This product was aimed at people who had heard about Flamingo Surprise but didn't have the service in their area.

Rick Fazio says the plastic pink flamingo was invented in 1957 as a yard ornament, and the popularity of the bird caused a number of "knock-offs" that are a "Pepto-Bismol" pink and not as graceful-looking, Flamingo Surprise makes a point of only using birds made by the original creator. "Kmart carries flamingos for a couple of months in the spring, but when they're gone, they're gone. We're just about the only source for them outside those two months," Rick said.

Taking the business to the Internet hadn't occurred to the brothers until one of their employees who was attending college told them his class project was to create a Web site. The employee asked Rick and Ralph if he could use Flamingo Surprise and wanted to be reimbursed for expenses. Rick said he never thought the Web page would be a revenue producer. The idea was to make an inexpensive, on-line catalog by taking pictures of different surprise lawns once they were set up and then displaying the photos on the Internet. So then when someone wanted to see what a display of thirty mutant frogs looked like, it would simply be a matter of referring the person to the Web page.

The site was officially open to the public in June of 1996, but Rick said that somehow people managed to stumble upon the site before it was announced. With no more promotion than printing the Web site address on the company's own advertising materials and the word-of-mouth promotion on the Internet, the Flamingo Surprise homepage generates about 5 percent of the overall company revenue. The site is now managed by Cyberexpress Netvertising, a company based in Cleveland, Ohio, that also maintains a homepage of their own focused on flight simulation games.

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Rick says he's been impressed with the innovative ideas Cyberexpress has come up with for his homepage. For example, the Chicago Flamingo Surprise office gets lots of calls from people who want to come by, so Cyberexpress has already added the capability for visitors to enter their address and then get a map from their location to the store.

Even without a secure server, business orders have poured into the Web site by e-mail, although some people prefer to call the 800 number to order. When the fortieth anniversary of the pink flamingo gained media attention, Rick said orders reached unprecedented levels. In fact, some people have ordered via e-mail, and Rick says they've even supplied their credit card numbers right in the e-mail. However, most people ask a couple of questions via e-mail before ordering.

Future plans for the site include an enhancement so that the company can accept secure credit card orders on the Internet. Rick also has plans to further promote the site through advertising campaigns for the company.

#### Items Particular to Cyberspace

Items for use in cyberspace can also be sold there. For example, Netscape sells its Web browser on the Internet, Real Audio sells addon sound playback software for Internet browsers, Sausage Software sells a Web page creation tool called HotDog, and so on. It's important to note that these companies started as small one- or two-person businesses, giving away their software in much the way that the pioneers of marketing software in cyberspace have done. Only instead of the try-before-you-buy approach of shareware, the software was licensed on a trial-period basis and sometimes incorporated a "clock" that shut the software down when the trial period was over. This risk-free introduction served to introduce users to new computing concepts, create a market for power-user versions, and stimulate a corporate market for products aimed at serving cybercitizens using the freely distributed version.

In addition, items for use in electronic mail are popular. Electronic mail, or e-mail, has been the most popular application on the Internet since its inception. So it stands to reason that new products that make

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e-mail delivery and sending easier, items that can be sent via e-mail, and add-on products to enhance e-mail are popular in cyberspace.

The popular Eudora from San Diego—based Qualcomm is one example of an e-mail tool sold on the Internet. While Internet browsers have e-mail capability, Eudora makes e-mail easier with the ability to scan incoming messages and software for computer viruses, encrypt and decrypt messages for privacy, and compress messages for faster transmission.

Electronic greeting cards and stationery for use with e-mail are becoming popular on the Internet. A number of companies offer electronic greeting cards. These include traditional companies such as Hallmark and American Greetings, who got the idea from start-up companies such as Artec International, which was started by the wife-and-husband team of Laila Rubstein and Eugene Yushin.



aila and Eugene are both Russian immigrants, but Laila said they had to travel to the United States to meet and marry. The couple met in Washington, D.C., through common friends and discovered that their mutual interest was multimedia. Laila has a computer science degree and was working for newspaper publisher Gannett doing a lot of graphical user interface design. Eugene is an artist.

Laila said that, almost immediately after they met, they decided they were a unique match professionally and wanted to do something together involving multimedia. After bouncing around a few ideas, the couple decided to try designing and marketing multimedia greeting cards on the Internet. Their plan was to develop animated, colorful, and customizable cards that included sounds and music. The cards had to be entertaining, yet small enough to be

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sent across the Internet. The cards also had to be self-executing, so they didn't require Quicktime or some other multimedia software engine to run.

Eugene started designing and Laila started programming. In November of 1995, the couple launched their own Web site on the Internet to distribute their new products. To finance the venture, they invested their own funds and borrowed money from relatives.

The hardest part, according to Laila, was being first. There were obstacles to overcome in developing the cards and, because they were the first, there were no models to follow and no one else to imitate. "We were the only ones with a full life-cycle product," Laila said, meaning that they were responsible for every aspect of their product from creation to promotion, marketing, and distribution. "When we came up with this idea, there weren't even secure servers for accepting credit card orders." Laila added.

On the Web site, their cards (called Multimedia Interactive Greetings or MIGs) are divided into categories. Visitors can see a picture of what the card looks like and a description of each card, and they are encouraged to download a free card to try out. The free demonstration card is just like the card available for purchase, but the customized message cannot be saved. Users can then choose to download, customize, and send the card themselves via diskette or e-mail, or visitors may have the card customized with their messages and sent for them by either diskette through "snail mail" or e-mail. This allows visitors in cybercafes or other locations where the computer equipment is "on loan" to still be able to send a MIG.

While the site was developing, Laila and Eugene discovered there was demand for multimedia work in the corporate market. So to supplement their income, the couple accepted animation projects for corporate clients.

To expand their Web site business, Laila and Eugene have sought and found other sites who will promote the greeting cards for a percentage of the profits. The couple also includes a link on the site to on-line florists who offer flower delivery at a discount.

The couple says their business, which now includes several employees, has been international from the start. While they hadn't intended it to be a service to the disabled, Laila says customers with disabilities are especially grateful for the availability of MIGs.

As for advice to people starting out, Laila says to be prepared to work a lot, especially at first. She says she and Eugene have worked many fourteen-

hour days and some even longer. "But the best part of the business is that it's fun," Laila added.

#### Items Sold at a Discount

Commonplace items sold elsewhere can also be sold in cyberspace if the consumer will save some money by buying on-line. Flowers are a good example. We personally found that ordering flowers on the Internet presented a significant savings of as much as 50 percent over ordering them via a toll-free number. On-line ordering also offers the added advantage of allowing customers to view the floral arrangements they send, so when Grandma says she loves the heart-shaped vase, we know what she's talking about.

Traditional services, such as printing, are being done at discounted prices on the Internet. Marilyn Butz, of Huntington Beach, California, started Bizcardpro as a part-time business selling specialized business cards at a discount to clients in the U.S. and abroad. Marilyn takes advantage of the ability to transfer files electronically on the Internet to show proofs to clients, and she can do custom work, such as gold foil or making the cards the size used in Japan instead of the standard U.S. business card size.

Royal Farros of Moffett Field, California, offers the opposite of the specialized services Marilyn offers by printing generic business cards and stationery that users can design and order right on the Internet. Iprint (http://www.iPrint.com), Royal's "on-line printing company," offers discount prices and allows site visitors to select and input their own information into standard business-card, letterhead, and stationery configurations. Customers can then choose from a selection of fonts and colors as well as insert graphics of their own design or those available on the site. Orders are paid for with a credit card and then shipped in a few business days.

Since the Internet makes it easy for consumers to shop around, offering the lowest price can make a big difference in sales. Mike Smith of Joshua Tree Wood Trim said lowering his prices made his Internet orders jump significantly—enough to more than compen-

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sate for the lower profit margin. In addition, cyberspace is a growing place for discount items and clearance sales. Andy's Garage Sale, an Internet store fully owned by Fingerhut Corporation, is an example. Items for sale change from one day to the next, depending on availability. Internet auctions are also popular, and items for sale range from computer components to cargo containers for hauling freight. CityAuction, started by Andy Rebele of San Francisco, is an interactive, on-line combination of classified advertising and an auction. At CityAuction (http://www.cityauction.com) individuals from around the country place items for sale, and Internet visitors bid against one another.



When Mike was in college, he used to detail cars to make money. While working with his brother on cars in Boston, he met a guy who owned a car accessory plant and was hired to work at the plant. That's when Mike was first introduced to the wood trim kits that he now markets on the Internet.

He said that the first time he saw one of the kits, something just clicked for him. "I thought it was a truly elegant accessory. With one of these kits, you can make a Honda Civic look like a Mercedes," Mike said.

Mike knew he wanted to sell the wood trim kits as a business, but he needed to get positioned to do so. So he took a job working for a publisher and moved to Boulder, Colorado, because he didn't feel he fit in with the culture in Boston.

It was in Boulder that Mike met some people who were starting a homepage design business. They proposed to Mike the idea of doing a Web site for only \$1,200 so that they could use the results to market their services.

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Mike said it was important to him to have high-quality images on his Web site because his product has a strong visual orientation, so he agreed.

Although he sells the wood trim kits through retail channels, Mike says the Internet is the only part of his business that's been profitable. He's advertised in magazines such as *Road and Track* and *Car and Driver* and gotten 200 to 300 calls a day, but only three orders a week. "We spent a lot of time answering questions," Mike added.

On the Internet, people can view the kits, see step-by-step illustrated installation instructions, and look up their vehicle make and model to get a price before they order, so they don't have to call and ask questions. The Internet orders are pure profit, as there's no catalog to send and no toll-free telephone support is required, Mike added.

As an experiment, and due to increasing competition on the Internet, Mike decided to lower his prices. To his surprise, a dramatic increase in sales accompanied the price decrease, and the increased volume more than made up for the lower profit margin.

Mike did some banner advertising on Yahoo but didn't feel the ads worked for him. He spent \$1,000 to get 40,000 page views targeted toward visitors who entered keywords having to do with autos or auto accessories. Unfortunately, he didn't get enough orders to pay for the ad, and of the orders he did get, he got several returns. So he advertises his Web site address, or URL, instead of his phone number, in an ad in Autoweek magazine, a publication geared toward readers who are more educated about autos and have a higher median income. Mike says he's found that his Autoweek ad is more effective than the Yahoo advertising.

Mike guarantees the product for the life of the vehicle as long as the same person owns the car. He says that he gets very few returns, and the few he does get are from people who think the kit is a replacement for the vehicle's dashboard, not an overlay. Mike's returns are only 3 percent, which is below the average of 5 to 12 percent standard in the mail-order business.

Not only has the Web site turned out to be a success for Mike; the deal also worked out well for the company that developed the site. Mike says the designers attracted the Boulder Museum of Art as a client, and now they won't touch a Web site design project for under \$5,000. Mike's advice for products where eye appeal is important is to hire a professional to design your site.

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#### Subscription Services

Services that charge the user for access to the information on the Web site or for information delivered are commonly run as subscription services. This is one of the oldest ways to market services in cyberspace; subscription-based access has been practiced by non-Internet services such as America Online and Prodigy for years. In addition, extensive databases of magazine and newspaper articles are available for electronic access either on a one-time or a subscription basis by companies such as Lexis/Nexis of Dayton, Ohio.

Subscription services can be a hard sell, since so much information is free on the Internet, but services that gather an unusual amount or type of information and then tailor that information to the subscriber appear to do the best. Take GovCon of Rockville, Maryland. GovCon offers a subscription service to those interested in government contracts with specific information on past contracts such as the nature of the bid, who got the contract, and the amount of the contract. The information is compiled from several source documents and is collected over a period of time, then provided to the customer in the format that suits the customer's needs.



In 1995, Raj Khera and his brother, Vic, started to build what they thought was a Web site consulting company. Raj put in his own \$10,000 to put up a "sample" Web site titled the Business Resource Center.

The Business Resource Center (BRC) site was never intended to be a moneymaking operation but instead was aimed at providing helpful information to small businesses that the company hoped would become clients.

The business information came from Raj, who had a personal love for the small-business community and constantly updated the site with articles and information. Soon the BRC site was generating a lot of traffic and the consulting business got their first client, the government contracting firm of Freidman Fuller. That was when Edward Rosenfeld joined the team.

The Freidman Fuller Web site had been built to the agreed specifications, but it did not generate the same amount of traffic that the BRC site did. Barry Freidman, one of the principals of Freidman Fuller, proposed to Rai that they combine Raj's knowledge of the Internet with Freidman Fuller's knowledge of government contracting to build a site that would provide information to businesses concerning government contracts. After all, the government is the single largest U.S. purchaser of goods and services, but the requirements for becoming a government contractor can be daunting, Edward Rosenfeld said.

A deal was struck, and Raj's trio began work on a new site called Gov-Con. Like the BRC site, the GovCon site would provide free information regarding government contracts to anyone who registered. The site was an immediate success. "We found an underserved market," said Edward.

The first information they published was entitled the Commerce Business Daily (CBD). The CBD takes advantage of a government requirement that any new contract information has to be made public. The government publishes lists of new contracts regularly, so the CBD organizes the contract information and presents it in a way that would be attractive to businesses trying to obtain government contracts. GovCon hoped the CBD would prove useful enough to businesses to draw people to the site on a daily basis.

The original business plan called for an advertiser-supported site. Gov-Con was expected to draw company principals who made purchase decisions and would therefore be a forum for advertisers who wanted to be noticed by these decision makers. GovCon's first advertising clients were service businesses such as lawyers and accounting firms, but the list quickly grew to include other vendors such as Sprint and Riggs Bank Advertisers were attracted by the idea of being able to reach decision makers directly."If you're Peat Marwick and you want to reach the guy who's in charge of purchasing for Lockheed, that guy visits GovCon," said Edward.

At first, GovCon was just information, and most of it was available elsewhere—but not as fast or as conveniently. Much of the information was available in a printed format, but it required the businessperson to hand-

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search an entire document just to find out if they could bid on anything in the document. To provide the printed information in an electronically searchable format, GovCon had to retype the government documents.

Edward said they were able to eliminate the typing by purchasing a feed to get information in electronic format directly from the Government Publications Office (GPO). The company wrote a search engine for this electronic information and then allowed visitors to GovCon to use keywords to search through this large pile of information to find what they wanted. Not only was the feed faster, but it also allowed GovCon an edge. Before the GPO shipped the print version of the contract bidding information, GovCon had it available on-line.

Then something unexpected happened to change the original business model. Edward said that GovCon started getting requests from businesses for more specific information. And these businesses indicated they were willing to pay extra to get the information in a way that suited their particular needs. Some users wanted information that fit certain keyword criteria emailed directly to them on a daily basis. The time-sensitive and competitive nature of government contracting made it worthwhile to some businesses to pay extra for this service.

So GovCon put together a subscription service for businesses. This service offers specific information on each government Request for Quote or RFQ. The subscription service allows businesses to learn about RFQs based on a number of criteria, such as dollar amount, products involved, and so on.

The dollar amount is important because one RFQ could be for a single copy of a software package while another could be for a seventy-five-seat license for the same package. Since bidding requires the same amount of work, it's more lucrative to bid for the larger dollar amounts than the smaller ones. The RFQs for a single Federal Supply Classification might total as much as \$920,000 a month, so businesses were eager to pay extra for information that might help them win these lucrative contracts.

But GovCon went a step further. While publicly available, the RFQ awards were supplied in a separate document that lists the RFQ by number along with the dollar amount, making it difficult to cross-reference this material. GovCon did the cross-referencing to match up the RFQ numbers, the contractors who received the awards, and the dollar amounts involved. This cross-referencing provides important historical information to subscribers.

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GovCon also provides an analysis of the data in the form of an executive report issued periodically that lists the top twenty federal supply categories, the top twenty federal supply groups, the most active agencies, and so on.

The subscription service has been very successful. While GovCon still accepts advertising, it also has the second revenue stream of the subscription base to work from.

The subscription base, along with information about visitors who sign up for the free information, provides GovCon with strong demographic information to attract advertisers. To be sure that the e-mail list the company has is complete, GovCon sends a welcome notice to every visitor who signs up. If the welcome e-mail bounces, GovCon immediately deletes the name and the related information from the list. In this way GovCon assures advertisers that there's been some verification of the company's demo-

Edward said GovCon's demographics show that 35 percent of users are coming from large companies who have over 500 employees, while the next largest segment of 29 percent is from very small companies who employ fewer than 10 people. Fifteen percent are from companies with 11 to 50 people, and 6 percent come from companies with 51 to 100 employees.

GovCon also offers a self-published book for sale titled The Art of Winning Contracts. The first four chapters of the book are available without charge on-line, the service takes credit card orders for the \$60 book through a secured server, and the author prints the book himself and handles shipping it out to those who order. Edward said the service hopes to capitalize on the need for information in this market by offering similar books and resource products to visitors.

GovCon plans to expand in a venture with the National Association of Manufacturers to do a GovCon just for manufacturers. Manufacturers have a different set of criteria from other types of government suppliers, so Gov-Con hopes it can expand by reusing the search engines and capabilities it has already developed.

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#### How to Sell in Cyberspace

ow that you've seen the type of goods and services that fare well on the Web, let's look at how to sell successfully in cyberspace. Selling in cyberspace is work, no matter how you slice it. But so is selling anywhere else. The difference between those who've sold successfully on the Internet and those who haven't is more than just the amount of work put into the project. It has to do with knowing who your customers are, making the shopping process easy for them, providing good-quality images, and establishing yourself as an expert.

#### Know Your Customer

Lots of successful sales on the Internet start with entrepreneurs asking themselves what would make them buy. This practice has a long history in every business environment, not just in cyberspace. In her book, CEO: Building a \$400 Million Company from the Ground Up,2 Sandra Kurtzig recounts how engineers William Hewlett and David Packard, founders of Hewlett-Packard, developed products using the "next bench syndrome." The team searched for and tried to develop products that the engineer at the next bench would want or that they would want themselves if they were working at the next bench.

The most famous example of the next bench syndrome was in 1972 when Bill Hewlett got tired of his slide rule and decided it would be more accurate to have a hand-held calculator he could put in his pocket. The market research department at HP said no one would pay \$400 (for that is what it would cost) for a calculator he could put in his pocket when a perfectly good slide rule was available for only \$40. Hewlett made them build the hand-held calculator anyway, saying he didn't care if anyone else wanted one, he wanted one. Hewlett's invention not only made history; it also put the slide rule into the ranks of museum artifacts.

<sup>2</sup>Sandra Kurtzig, CEO: Building a \$400 Million Company from the Ground Up (New York: Norton, 1991), pp. 68–69.

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Like the site of consultant Bruce Clay of @bruceclay.com, most successful Web sites are built as a result of saying "Why would I want to come to this site, buy this product, or subscribe to this service?" Bruce aimed at people like himself who were interested in building successful Web sites, and he provided compelling information on that subject. Knowing your customer can have a lot to do with knowing yourself.

Ann Withey, of Annie's Homegrown, knows that her customers are affluent people who have an interest in nutrition and the environment and who also have young children and are short on time. So it's no mistake that she mentions on her site that her main competitor for fast-to-fix pasta dinners is the Kraft brand, owned by Philip Morris—the largest manufacturer of cigarettes worldwide. Annie's point, stated so subtly, is that it's obvious that Philip Morris doesn't care about health or nutrition. In fact, those long, slender macaroni pieces may look like small cigarettes to Mom and Dad next time they think about a Kraft dinner for the kids.

John Wells, of Netstores NW, knows that his customers are fanatics about certain television shows or movies. What John looks for are movies or TV shows that attract the interest of a large number of avid fans by searching the Internet to see how many Web sites have been put up voluntarily by fans of hit movies and television shows. While John's interest is in retailing movie memorabilia, he's also something of a movie buff himself, and he follows with care the giant promotional machines that he sees behind productions coming out of Hollywood to see if he can leverage off those marketing efforts. Customers are emotionally involved and feel an intimacy with the characters from these Hollywood productions, and John's product offerings allow his customers another way to express that emotion. John also discovered early on that doing cross-promotion with other sites started by movie fans brought him the most business.

Paul Graham of ViaMall told us Frederick's of Hollywood found out the hard way that large numbers of visitors don't necessarily equate to lots of sales. Frederick's, a ViaMall customer who offers women's lingerie, paid to post advertising on the *Playboy* site on the Internet. While Frederick's got a huge number of hits from the *Play-*

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boy site, the number of visitors converted to sales was dismal. The site attracted lookers, not buyers.

So one of the important features that Paul uses to sell ViaMall to stores is the reporting capability of ViaWeb to tell customers who's visiting their sites, which sites those visitors come from, and who's buying. That's how Frederick's knew that the large increase in visitors was people coming from the *Playboy* site and that those visitors weren't the ones buying at the Frederick's site. This reporting capability is an important aspect of selling on the Internet, and it's one you should look for when deciding who should host your Web site on the Internet.

#### What to Do If You Don't Know Your Customer

As we've seen, you can aim at customers who are like yourself, if you're offering something you're interested in. You can also look at where customers are coming from to get an idea of who they are. Or you can look at the competition to see the type of customer they're attracting and try to do something different. But what if you don't know your customers or don't know as much about them as you'd like? There are still things you can do. The first is find a partner who does know the customers, and the second is to ask potential customers what they want.

In the case of GovCon, Raj Khera didn't know much about the government contract industry; but he understood business, and building the Business Resource Center Web site brought him a client that understood government contracting. The resulting GovCon site attracted customers like his client Freidman Fuller who were interested in government contracts. However, Raj didn't know customers were interested in more specific information until his customers suggested the idea to him. That leads us to the next point, which is that customers will tell you what they want if you're listening.

Take the GovCon example. Raj hadn't planned to offer a subscription service, and it cost him additional resources to do so, but it became a lucrative opportunity to produce additional income for the site. In addition, it allows customers who become regular visitors to

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the site to become further involved with the company on another level. This allows for a personal relationship—so important in cyber-space—to grow even stronger and provides it with somewhere to go beyond the initial interaction. Selling additional products to the same customers offers a way to produce additional income at a lower cost per customer, since you have already gone to the expense of serving the customers you have.

Rick and Ralph Fazio found themselves asking what customers wanted when they launched a Flamingo Surprise operation in Atlanta, Georgia. Rick said he ended up traveling to Atlanta because the business didn't seem to be going as well there as it had in other cities, like Cincinnati and Chicago. To find out why, Rick talked to customers and potential customers mostly over the phone, made adjustments to the Atlanta operation based on his research, and business began to take off. What Rick discovered was that customers in Atlanta weren't interested in a lot of information about the service before they bought, but they were interested in doing what was "in," so Rick changed the way customers were handled and the marketing efforts in the city to reflect that this was the thing to do. While the Atlanta customers are still referred via the Internet site, they are handled differently from the company's northern customers, who want a lot more information before they purchase the service. Rick said he knew that the business would sell well in Atlanta because the service practically sells itself, but it was just a matter of talking with customers until he found the right approach.

The Internet makes it easy to ask for and get customer feedback, so using its unique interactive capabilities is a great way to get to know how you can serve customers better. Don't worry if the feedback comes in the form of complaints instead of carefully worded compliments with suggestions included. Complaints mean that customers are paying attention and want to do business with you. In fact, it's been said that if you're not getting any complaints, you probably aren't doing anything people are interested in. You can get input by providing your e-mail address and inviting responses, posting a questionnaire, and offering choices of topics or information to view and recording which ones visitors select more often.

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#### 6

#### Images Are Important

Cyberspace is a visual place, so images are important. Your site expresses who you are and what you can do. While time-consuming images and animations that take forever for customers to see are not what customers want, they do want to see fairly simple but elegant visual images that convey that what you offer is important.

If you're selling something tangible, images are even more important. We talk about the mechanics of building a Web site and the resources for doing so (including imaging) in part II of this book, but for now an important consideration in selling on the Web is to realize that customers probably aren't going to purchase items they cannot see.

Besides product images, visual representations that answer customer questions about your product can boost your profits. For example, Mike Smith placed an illustrated overview of how wood trim kits for cars are installed as well as images of the wood types and, as a result, significantly cut his expenses on presale customer support. Illustrated explanations also boost your credibility.



John Wells says his favorite type of business is selling something that allows him to leverage off someone else's promotional efforts. He's always worked in retail sales, first as the owner of a clothing store. Later he went to the University of Oregon for a while, then he dropped out and started a business doing slide advertising and movie trivia questions as prefilm entertainment. It wasn't a new idea—slides had been used before World War II to entertain audiences waiting for the start of movies, and they were being shown on the East Coast when John started doing it in Oregon.

Since his business frequently took him into movie theaters, he noticed the popularity of the Star Trek movies and happened to have a friend who owned a StarTrek paraphernalia store. So John bought some inventory and set up a StarTrek table in movie theater lobbies to offer the items to people who came to see the science fiction movie.

John said the problem with the StarTrek paraphernalia was that he ended up with too much inventory. But he liked the idea of leveraging off the huge promotion engine that's behind the movie industry. So John and his wife decided to try selling the StarTrek paraphernalia on the Internet.

The obstacle to setting up a store on the Internet was the cost. John said he'd heard stories about people spending \$7,000 to \$8,000 to pay someone to build their first Web store, and he'd also heard that over 50 percent of the on-line stores were failing. Rather than spend that kind of money, John heard about ViaWeb, an on-line electronic mall where he could set up his store for \$100 to \$300 a month to start with no lease or long-term commitment. ViaWeb also offered the advantage of allowing John to display his products without knowing how to program HTML. All John needed was Internet access, which he had through Microsoft's MSN service, and he could design his Web store while on-line.

So in 1994, John went to work to test his first "beta" store. Even though the ViaWeb site was inexpensive, John needed images and descriptions of the products to place on-line. John got most of the images of products from the vendors. To find the vendors, John went to the studios, who provided him with a licensee list of companies who had acquired the rights to design "branded" merchandise. John then contacted those companies and made deals to buy the merchandise from them.

To keep his inventory low, John tried to make sure that he only bought merchandise he already had orders for. This meant people had to wait two to four weeks for shipping, but the customers were so fanatical about the movies and there was such a lack of merchandise that John found it worked out fine.

The problem for John in the beginning was that he didn't know how to market his site. He said he spent the first year and a half doing minimal business while he learned how to get people to come to his Web site. He listed his site with the search engines and bought banner ads, and although he got traffic, he didn't get sales. John said he purchased a banner ad on CompuServe and got thousands of people to come to the site, but only saw a 3 percent increase in his sales volume. Through trial and error, he discovered that the key to selling his merchandise on the Internet was to get to know his customers.

For John, knowing his customers meant he had to find products from movies and television shows for which fans have high levels of fanaticism—fanaticism strong enough so that large numbers of them built Web sites around their interest. Star Trek is like that, and John found he needed to go to Star Trek sites and make arrangements with the site owners to link to their sites if they'd link to his. This reciprocal linking is what drew the fans who were interested enough to actually buy the merchandise. John also started advertising his site in publications like science fiction magazines and newsletters that are aimed at those fans.

Since that slow start, John has built over a dozen specialty merchandise stores. Some are based on other television shows such as *The X-Files, Friends*, or *ER*; others are based on popular movies like *Men in Black* (MIB); and others are stores he runs for other Web sites on the Internet.

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. And building a store using ViaWeb is easy enough so that while John asks that his costs be reimbursed, all he requires from a potential Web site is a percentage of the sales of the new store. John says this helps him sell stores to other sites because it's essentially a no-risk proposition to them.

These other stores offer another advantage to John. Not only can he reuse the images; he can also increase the volume of products he buys from his suppliers (for better price advantages) and discourage competition. It may look as if there are several stores out there marketing *Star Trek* merchandise, so to a competitor the market seems to be already saturated. "What they don't know is all those stores are really me," John maintains. He can also boast that he's the largest provider of movie paraphernalia on the Internet.

John has 800 numbers for most of his stores, but he discontinued the toll-free line for X-Files because those fans were so fanatical they would call just to stay on the line and talk with the operators about the show. Plus, X-File fans would call several times a week to check on their orders, whereas a Star Trek, ER, or MIB fan would call only if an order was late. "We couldn't afford it," John added.

Advantages to running an on-line store include flexible hours, low overhead, and the ease of customer service via e-mail, John said. The biggest dis-

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advantage is the absence of walk-in traffic."It's like having a store that is essentially in the middle of the desert. On-line you have to do more work to get and educate the customer to come to your site," John added.

John says his biggest mistake in the beginning was assigning every item its own stock-keeping unit (sku) number. After a while, he said everything got so confusing he felt as if he needed a "Little Orphan Annie decoder ring" to figure out which numbers belonged to which products. So he changed the system and just started using the manufacturer's numbers exclusively, which made everything a good deal easier.

Customer orders come in on reports generated by ViaWeb, and John has to process the credit card orders just as he would if the orders had been mailed to him. One of the first things he does is address verification on an order through the credit card company using special software. If the credit card address and the address on the order don't match, John doesn't ship. Also, he pays less for his merchant account because he uses the address verification software, since the credit card companies feel the practice lowers their risk, so it actually pays for itself.

On international orders, John can't verify addresses. Although he has been the victim of a small percentage of credit card fraud, John says he hasn't stopped shipping internationally because the average overseas order is two and a half times the amount of the average U.S. order. It's just too lucrative a market to ignore.

Like the owners of most mail-order businesses, John complains that every dispute regarding a credit card is settled in the customer's favor. One of the reasons for this is that he doesn't always have time to provide proof of an order during a busy period, like Christmas. If he doesn't answer a challenge in a certain amount of time, the customer gets credited and John loses out. Also, credit card companies will cancel a company's merchant status if the charge backs reach more than 1 or 2 percent of the total credit card volume.

To improve his stores, John is reshooting the photos of the merchandise, since some of the vendor photos were not of very good quality. On other photos, he's rescanning the image and making the background transparent to give them a better look on-line.

Interestingly enough, while mail-order companies are trying to get online, John believes his Internet-based company should enter the mail-order market. He says there's lots of customer demand for him to print a catalog and do the same business through the mail that he's now doing in cyberProviders of Goods and Services

space. His plan is to study successful mail-order companies like  ${\it L.\,L.}$  Bean first, however, before he makes the plunge.

#### Be an Expert

Credibility is an issue when selling on the Internet, so it's important to be as well versed in your subject as possible. In fact, it would be safe to say you want to be an expert. Referrals from other sites on your subject, lots of information about your product, and publicity about yourself and your site all add to your credibility. For example, if you were selling, say, toasters, you'd want to have as much information on your site about toasters as possible. You'd want to have the history of toasters, photos of toasters, recipes that involve using toasters, and tidbits like the most unusual way to use a toaster. Your site should be the place to go if you need information on toasters.

We simply threw this out as an example, but as you can guess, a search engine query using the term toaster brought us a number of toaster sites. Among them we found toaster collectors and the Toastmaster Company, which makes toasters and other appliances. The Toastmaster site offers recipes, troubleshooting tips, and toaster history. (Did you know the first pop-up toaster was introduced in 1926?) This illustrates our point, but it also shows that anyone wanting to start a Web site should do his or her homework before jumping out there.

Dennis Fett has managed to become an Internet expert on peacocks, or peafowl, as the birds are more scientifically known. Peacocks have an immediate visual appeal, so publicity has not been difficult to get, but Dennis and his wife, Debra Joan Buck, have worked tirelessly to learn about and provide information on these birds. The effort is made easier for them by the fact that they like peafowl and enjoy collecting every piece of information they can.



The Andreessen is credited with being the key cog in the development of the Internet browser that changed the world, now known as Netscape. As a computer science student at the University of Illinois, Marc got acquainted with the Internet in the physics lab. He spent some time during 1990 and 1991 in IBM's facility in Austin, Texas, working on a graphical project for workstation computers. When he returned to the university, Marc decided he was interested in a branch of the university known as the National Center for Supercomputing Applications, or NCSA.

When Marc arrived in 1992, networking computers was an important project at the NCSA. In fact, the Internet backbone developed by the National Science Foundation was originally built for the supercomputer centers run by the NCSA.

Marc says his role was putting together the pieces that were already there in an Internet browser that would combine networking, multimedia, and the hypertext markup language (HTML). Marc and fellow student Eric Bina spent about three months writing the first version of Mosaic for the PC in the programming language C.

Once the browser was developed, Marc and Eric started giving it away on the Internet. The idea was to get as many people using it as possible, so in March of 1993 the browser was released. The excitement over Mosaic was contagious, and other companies saw a business opportunity and approached the NCSA about licensing Mosaic. Government funding was limited, so the NCSA was motivated to find a way to gamer funds for something developed in-house. The NCSA version was still distributed without charge and, at one point, 100,000 copies a month of NCSA Mosaic were being downloaded from the university's computers.

Marc eventually became dissatisfied with the way things were going and, in the shuffle over this hot new technology, lost control of Mosaic, so he looked for a job outside the Midwest. He graduated in December of 1993

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but never attended his graduation ceremony, nor did he pick up his diploma. He ended up going to work for a small company in Palo Alto, California, called Enterprise Integration Technologies but only lasted there a few months.

It was then that Jim Clark, founder of Silicon Graphics, Inc. (SGI), was leaving SGI and invited Marc to start a new company to build another Web browser. Marc had wanted to rebuild a new browser from the ground up and saw this as his opportunity. This time he called the browser the Netscape Navigator but named the company Mosaic Communications. The company name didn't last long.

Marc and Jim decided that, like Mosaic, Netscape would be freely distributed, but on an evaluation basis to individuals and without charge to educational institutions. The pair were betting that Netscape would become as popular as Mosaic. Once the University of Illinois heard of Marc's plans, they forbade him to use the Mosaic name. So in midstream and after lots of publicity, Marc and lim renamed the company Netscape Communications.

Netscape Communications not only distributes browsers to end-users but also develops server software for business use, including secure server software for credit card acceptance. It was Marc, as chief operating officer of the company, who invited Stanford graduate students David Filo and Jerry Yang to move their newly developed Yahoo search engine to Netscape's servers.

Netscape Communications went public in 1995, and by the fall of that year Marc was twenty-four years old and worth over \$70 million. In an interview with *Smithsonian*, Marc said that in ten years, as uncertain as this business is, he could be "bagging groceries at Safeway." However, his plans are to continue to attempt to shape the mechanisms and the technology behind computing to make it even more compelling for consumers in the future.<sup>3</sup>

#### How to Sell to Corporate Clients

Marc Andreessen, founder of Netscape Communications, said in a Smithsonian interview that he talked partner Jim Clark into giving away Netscape to individuals and educational institutions as a means

<sup>3</sup>David K. Allison, "Marc Andreessen," Smithsonian Institution Oral and Video Histories (June 1995): http://www.si.edu.

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of getting into the corporate market. Jim agreed to the giveaway because Marc told him about how, with Mosaic, companies were attracted because of the broad user base. Marc attracted corporate clients by attracting individuals.

Marc said his discovery with Mosaic was that companies do not want things for free; they want to pay. Companies wanted to reach that huge user base Marc established by giving away Netscape, and Marc was able to create a demand for Netscape-compatible products, such as secure server software aimed at business users. Giving away Netscape also allowed Netscape Communications to demonstrate that it could deliver on a large scale.

Why do companies want to pay for items instead of getting things for free? There are lots of reasons. Let's take free software as an example. While individuals are happy to use items they get for free, companies are made up of individuals whose future may be riding on the software about to be implemented. In addition, free software can cost companies more than software purchased from reliable sources in terms of hours spent on support and possible system malfunctions caused by conflicts, bugs, or other unforeseen problems. A few hours or days of even one employee's time are more expensive than paying for software that comes with customer support. In addition, companies have found it is difficult to hold someone responsible for the performance of something that was obtained for free.

Sandra Kurtzig said that what you're selling when you sell in the corporate market is yourself. Sandra, who founded the software company ASK and who was the only woman CEO of a technology company for many years, said in a personal interview with this book's authors regarding her autobiographical book that what makes a difference is not how big you are or how many resources you have at your disposal. According to Sandra the real issue is Can you convince the people making the decisions that you can deliver the goods? Sandra should know, because she convinced hardware giant Hewlett-Packard to take a chance on her fledgling company to develop critical software applications for the HP minicomputer platform.

Providers of Goods and Services

#### Summarv

As we've seen in this chapter, successful cyberbusinesses selling goods and services take specialization to a razor's edge with unique and compelling products aimed at specific niche markets. These businesses know their customers, take advantage of the lower costs of cyberspace to sell at a discount when competitors loom on the horizon, and emphasize service and convenience whenever possible. These businesses operate using the four principles that we outlined in the beginning: specialize, keep up with your e-mail, provide a reason to return, and give something valuable away. The only exception are Web stores who have products so compelling, convenient, or attractively priced that no giveaways are necessary.

While pricing varies from business to business from several thousand dollars a year to under two dollars an item, the low cost of doing business in cyberspace is a factor in each business. In some cases, the low cost of business in cyberspace is the only reason some of these businesses have survived.

In the next chapter, we'll talk about Web sites that offer free content to visitors but make a living via advertiser support.



# Advertiser-Supported Sites

Every time a message seems to grab us, and we think, "I just might try it," we are at the nexus of choice and persuasion that is advertising.

-Andrew Hacker,

professor of Political Science, Queens College, New York

When you stop talking, you've lost your customer. When you turn your back, you've lost her.

-Estée Lauder,

cosmetics executive



Advertising is the openly sponsored promotion of goods, services, or ideas using any medium of public communication. The United States is number one worldwide in money spent on advertising to

the tune of billions annually. In fact, the name of a street in New York City where several major advertising agencies traditionally had their headquarters has come to stand for the advertising industry as a whole. The street is Madison Avenue.

The first site to officially adopt advertising on the Internet was the electronic magazine *HotWired*, on October 27, 1994. Because until then the Internet had been largely "free," early Internet users, who

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Advertiser-Supported Sites

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#### A Short Discourse in Web Page Advertising Terminology

In order to understand what advertisers are looking for, you have to know some of the terminology used in Web page advertising. A short tutorial on Web page terminology follows.

#### How Web Page Traffic Is Measured

There are several ways to measure traffic to a Web site, including hits, impressions or page views, and click-through. Each of these terms describes a way in which the demand for individual components on a Web site is measured, but there are significant differences in each one. To understand the differences, you need to know a little bit about how a Web page is built.

Remember how we said in the beginning that the Internet is simply the world's largest word-processing application? Well, now is the time when that information becomes important. Each Web site is a document, built just the way any other document is built in any word processor. That's why Web sites are often referred to as "Web pages."

Each Web page, or document, is made up of elements that usually incorporate text and graphics and can also incorporate sound, animation, and even video. Each of these elements is stored in a separate file on a computer (or server) connected to the Internet. When a user "travels to a Web site," what is really happening is that a request is made to the server for all the files or elements that make up the Web page the user wants to see. In the text file, or HTML file, is a set of instructions for how to assemble all the elements that are to be displayed on the user's computer. Those files are sent across the network, or "downloaded," one at a time to the computer that made the request. The Internet browser software constructs the files based on instructions transmitted along with the files into the proper sequence and displays the page.

When you're surfing the Internet, you can see this process happen, as you'll receive part of the page and see the rest of the page coming in, displayed a piece at a time on the monitor. Sometimes this

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were mostly government- and university-related individuals, felt a certain disdain for commercial ventures.

But Madison Avenue was eager to get into cyberspace. Fourteen companies advertised with HotWired that October, and one agency—Modem Media, of Westport, Connecticut—was so eager it took the risk of buying space for its client AT&T before it consulted the client. Advertising Age quoted Modem Media partner G. M. O'Connell, who said, "There was no guarantee, and we didn't care." 1

#### What Is an Advertiser-Supported Site?

An advertiser-supported site is a Web site that makes money by selling space on the site to those interested in promoting other sites or goods and services, while offering its services without charge to site visitors. The key to advertiser-supported sites is either the number or the type of visitors it attracts.

As we noted in chapter 2, advertising on the Internet is experiencing an exponential climb. In the first six months of 1997, Internet advertisers spent \$217.3 million, an increase of more than 250 percent over the first six months of 1996 when advertisers spent \$61 million, according to Stamford, Connecticut-based market research firm Cowles/Simba. The firm predicts that Web advertising expenditures will reach \$2.46 billion annually by the year 2000.

Since HotWired pioneered Internet advertising, the practice has become a part of the medium. However, advertisers and advertising agencies are no longer eager to jump blindly into cyberspace advertising. As the medium matures, there are definite characteristics for sites sought by advertisers. We'll share those characteristics with you, but first, it's important to understand a little background information.

<sup>1</sup>Debra Aho Williamson, "Web Ads Mark Second Birthday with Decisive Issues Ahead," Advertising Age On-Line (October 1996): www.adage.com.

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process happens so quickly that you're not aware of it. At other times—depending on the amount of demand on the server, the speed of the server, the size of the files, and the traffic on the network—it can seem like a very long time until the entire page is completed.

#### How Hits Are Measured

Each time a file that makes up a Web page is sent to someone wishing to view it, that's called a "hit." Let's say a single Web page could be made up of two graphic files, a text file, and the instruction file (HTML file) for how to put it all together. That's four elements, so a request for that Web page would be counted as four "hits." The server computer is aware of how many times it sends out each element and keeps a count, which is easily accessible and usually provided without charge to the Web page owner by the owner of the server.

# How Impressions, or Page Views, Are Measured

Another way to measure Web site traffic is to count "impressions," or "page views." Each time all the elements of a Web page are transmitted to a user counts as a single "impression." Obviously, tracking impressions is a little tougher than simply tracking hits because you have to correlate the information about each page more carefully. But from an advertiser's perspective, counting page views is a more meaningful indication of how many people will see an advertisement.

#### What Is a Link?

Web pages can (and should) be designed so that the user can select another Web page from the one he or she is currently viewing. Computers have the ability to track where the user's mouse is at all times; and when the user's mouse is over a certain portion of text or a graphic on the screen and the mouse button is clicked on, a request is sent to a server for a new Web page. This is called a "link." A link is usually indicated to the user by words that are set off by underlining or a different color, or it can be a graphic image that the user is encouraged to click on. The link can be to a Web page that resides on the same server as the referring page or to another server altogether. Often advertisers pay to have links to their own sites placed on active Web sites to encourage visitors.

#### How Click-through Is Measured Using Links

The number of times that visitors click on a link on the Web site is called the click-through. Click-through numbers are considered the most valuable information to advertisers because they represent active requests for material and therefore show more involvement on the part of the person visiting the site.

#### Types of Web Page Ads

Advertising on Web pages falls into several categories, with more being added on a regular basis. The most popular are: banner ads, inline ads, and pop-up ads. We'll take each of these one at a time.

#### What Are Banner Ads?

A banner ad is usually rectangular in shape and is inserted as a graphic at the top of a Web page. It can include animation, and it does include a link to another Web page where more information about the topic of the ad is available. Banner ads are popular because they load fast, are easy to design and to change, and are easily inserted into a Web page.

#### What Are In-line Ads?

In-line ads appear in a column down the right- or left-hand side of the Web page and usually take up the entire length of the page. Inline ads can also be a graphic and contain a link, or they can be text and contain hypertext links set off by underlined text or text that is a different color, or both.

#### What Are Pop-up Ads?

Pop-up ads are separate from the Web page. These ads are separate windows that open over information displayed initially. Some people find these ads intrusive because they cover a portion or all of the Web page underneath.

#### What Is Sponsoring?

Sponsoring is when an advertiser takes credit for supporting a chat group, contest, or some other form of information or entertainment

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#### Advertiser-Supported Sites

month. They say they want to see promotional and marketing plans for now and the future designed to attract Internet traffic. In addition, agencies tend to avoid sites with "adult" material or sites that have the appearance of having been built by amateurs. Agencies will also tell you that it is necessary to pursue Internet advertisers to attract them to your site. Both advertisers and agencies would like to see demographics about who is visiting your site as well.

#### Rules Are Made to Be Broken

For every example of someone following the ad agency rules for how to attract advertisers, there is an example of someone who is breaking the rules and still attracting the funds he or she needs. Here are a few examples of sites that follow the rules and sites that don't.

The Happy Puppy offers reviews of computer games and new games for sale, and it meets the advertising agency criteria. This advertiser-supported site records millions of hits each month. In fact, on September 14, 1996, the site boasted that it had a high of over 4.6 million hits and 57,000 visitors in a single day.

Phil Margolis of PC Webopaedia, an on-line computer terminology reference, said that his site started getting attention from advertising agencies when the site's hit rate reached a million a month. It is a widely held opinion that 13 percent of the number of hits in a month will give you the number of visitors to a site, although this statistic has not been seriously tested. Using this statistic in Phil's case would mean that Phil was getting about 130,000 impressions a month.

Aliza Sherman's Cybergrrl site, which provides information and issues aimed at women, attracts advertising and sponsorship from very large companies like IBM. But Aliza was able to attract advertisers and sponsors when her site reached 250,000 impressions a month.

Dr. Cliff Kurtzman of the Year2000 Web site said in 1997 that he had 140 advertisers, all of whom have come to the site unsolicited. He says that the site receives 200,000 impressions a month, yet at this advertiser-supported site there's enough income to support a staff of over a dozen people.

The popular search engine Yahoo is an example of a site built by amateurs. David Filo and Jerry Yang were Ph.D. candidates in elec-

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on a Web site. The sponsor may have any one of the above types of ad in the forum, but in addition, the Web site will probably post notices showing which business sponsors the site or particular activity. The sponsor is usually the exclusive advertiser. Sponsorship implies a closer relationship, like an endorsement, to the Web site on the part of the sponsor.

#### What Are Advertisers Looking For?

In a nutshell, Web advertisers are looking for traffic, or "eyeballs." The most successful advertiser-supported sites have a lot of visitors. Advertisers are also looking for demographic information about who is visiting the sites.

#### The Rules for What It Takes to Attract Advertisers

Advertisers and advertising agencies say they're looking for sites that are six months old that are receiving at least 500,000 impressions per

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trical engineering at Stanford University when they started Yahoo. The service has always had a "cut to the chase" approach, offering little in the way of bells and whistles but emphasizing ease of use. It was still an amateur operation when a venture capital firm backed it and Netscape offered the students space to house Yahoo. Today Yahoo is the number-one search engine on the Internet.



David Filo and Jerry Yang discovered that they had a common interest. While each one found the Internet fascinating both were keeping a private list of the sites they found the most interesting along with descriptions of each site. This was at a time when Web sites were as often located by entering a long string of numbers and periods as they were by entering letters.

The pair, each using his own personal computer connected to the Internet via Stanford, decided to make their lists public in 1994 and call this service to the Internet community Yahoo, for "Yet Another Hierarchical Officious Oracle." The PCs that first supported Yahoo were named after legendary Hawaiian sumo wrestlers: the list of sites resided on Yang's student workstation, "akebono," while the search engine for digging out what people wanted from the list of sites was on Filo's computer, "konishiki."

Yahoo became popular quickly, and Stanford was beginning to get concerned about the amount of traffic that this free service was generating for the university's Internet connection. Filo and Yang also found that they were spending all their time keeping up with the demand for site listings.

Things had reached a crisis point in early 1995, when Marc Andreessen, co-founder of Netscape Communications in Mountain View California, offered to house Yahoo. Filo and Yang took notice when HotWired offered advertising and for the first time thought that might be a way they could finance the running of Yahoo. A venture capital firm, Sequoia Venture Partners, was interested in Yahoo. Filo and Yang had to have a business plan and

Yahoo started by individually viewing each site and still does so. Sites can be entered by those interested in being listed by Yahoo, and a real person views each site before listing it in the Yahoo database. As an advertiser-supported site, Yahoo offers companies the ability to display banner ads to customers who enter search terms related to the ad to further target potential clients for advertisers. For example, if a visitor enters the search term doll, the visitor will not only get sites specific to that term but could also see a banner ad from Mattel about a new collector's edition of Barbie.

Yahoo offers sponsored advertising as well and has teamed up with companies not traditionally known for involvement in cyberspace, such as fashion designer Guessl and American Airline's SABRE travel network. The company has also worked to help nonprofit groups such as the Children's Miracle Network.

Yahoo is now a brand name. The company has expanded to include sites in Europe, has its own chat room, customized news pages for frequent visitors, a magazine, and financial and other services almost too numerous to count.

Filo and Yang advise people who want to start an Internet business to find their "value proposition." They ask themselves each day, "What is the real value we're providing!"  $^2$ 

As you can see, there are no hard-and-fast rules, but there are guidelines that can help you build a successful advertiser-supported site. We'll cover those next.

#### Characteristics of Successful Advertiser-Supported Sites

 ${f M}$  ost advertiser-supported sites tend to be search engines, technology publishers, and consumer/news organizations. However, that's still pretty general information. After looking at literally

<sup>2</sup>Rhonda Abrams, "Coffee Talk with Experts," Idea Cafe (1995): www.ideacafe.com

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computer terms and sites where they can find additional information concerning those terms.

News sites are popular, as are weather and other sites that focus on information that is constantly changing. Newspapers are popular on the Internet. However, news about specific subjects can also be a source for getting visitors to return. Electronic games are always changing, and it's been a favorite practice since the first computer games came out for gamers to supply hints and tricks to one another. In fact, Nintendo's popular Mario Brothers games had hidden passages and secret "tricks" that gamers only learned from one another and from "insider" publications. Building on that tradition, Happy Puppy offers gamers the latest tips and tricks for favorite games. Since games are always changing, either with new versions of favorites or new games altogether, there's always more material available.

Sites aimed at performing services for Internet visitors are favorites for advertisers. Netscape leverages off this with its Web browser. It offers a version of the browser without charge, but the browser is set to load the Netscape homepage first. While users can change this setting, millions don't know how, and so they come to the Netscape homepage each time they log on to the Internet. Microsoft has done the same with its Internet Explorer product. Most ISPs purchase copies of a browser to distribute to users just so that they can set it to focus on their homepage and reap the benefits of selling impressions to advertisers. America Online, Prodigy, and other services have practiced the same theory in selling ad space to advertisers for years.

Other Internet services have figured out that a captive audience is worth advertising dollars. A number of free e-mail services are popping up, like Juno. Funded and developed by the New York investment bank D. E. Shaw & Company, Juno does not charge fees to subscribers for either its software or its free mail service. Juno's support comes from advertising. Each time one of the millions of Juno users logs in, along with their mail, they download advertising.

For users with Internet access where they cannot get personal mail, there are Internet services that are providing e-mail accounts. The user has to have access to the Internet, goes to the Web site of the e-mail provider, and enters his or her name and password to receive any mail that has come in. As with Juno, there are no charges

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hundreds of sites, we've come up with a list of four things that successful sites have in common. Successful sites provide compelling content, have a high incidence of visitors, and know the demographics of their visitors; and most offer advertisers a guaranteed number of impressions.

#### Compelling Content

The most important element of an advertiser-supported site is content that the cybercitizen finds compelling. This means a focus on the information offered by the site, a task that requires constant maintenance on a daily basis. The content can vary from tips and reviews of the latest games, as evidenced by the highly successful Happy Puppy Web site, to the serious local and national news presented by the Web versions of city newspapers.

Time-sensitive content is especially good for advertiser-supported sites. For example, the Year2000 Web site was built around the problem of electronic devices and software that were not designed to roll over from 1999 to 2000. The thing about a site like this is that, one way or another, the problem gets solved because action is taken or because time simply takes care of it. While the Internet is a great medium for time-sensitive subjects, and a big problem like this is going to get lots of national and international publicity for several years before and maybe even a couple of years after the event, there's not much to build on once the problem has been solved.

#### High Incidence of Visitors

As we've already said, advertisers are looking for eyeballs. The way to get people to view the site is to have a reason for them to come, which usually translates into a reason for them to come back. In the case of search engines like Yahoo, the reason for coming and coming back is to find other Web sites on topics the visitor is interested in. Sites like Cybergri constantly change their focus to whatever is interesting to their audience of women between the ages of eighteen and thirty-five. The PC Webopaedia serves visitors by offering definitions of

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or limits to the number of e-mail messages or the number of times a user can check for e-mail each day. But again, users are required to fill out a marketing survey, and each time they check in for mail, advertisers have a chance to get exposure.

#### Demographics

Advertisers expect Web sites to know who is visiting and why. The more you can tell advertisers about the average age, income, interests of your visitors, and where your visitors come from (both on the map and on the Internet), the more advertisers you can attract.

Sites that claim they don't pursue advertisers do plan carefully to attract them. They do this by posting demographic information about their visitors or information from which anyone with half a brain can reason out the demographics. Aliza Sherman is a prime example. She succinctly outlines in three sentences in a special section the characteristics of her visitors—that they're women, their ages, their education, and their interests. She does this with statistics that appear to be even more authoritative because they're precise—for example, saying "33 percent" rather than "under 35 percent."

The Year2000 site does something similar. It's obvious that people who visit this site have software and systems problems they're trying to solve, which places them in positions of influence in corporations or government installations. So rather than list statistics on visitors, the site's builders display a three-dimensional graph in a section they call the Access History of the Site. The graph shows the number of visitors for each month from the site's inception in May 1995 to the present month. What becomes obvious in looking at this graph is, first, that the site has been around since 1995 and, second, that the number of visitors has been growing exponentially as the year 2000 approaches.

In both cases, these sites that haven't pursued advertisers have presented compelling reasons for advertisers to pursue them. Also, both sites made the critical information available by a single click at the bottom of the homepage near the copyright and contact information for the site.

Sites like Juno offer even more detailed demographic information.

In this way, Juno not only has the name, address, and phone number of each user; it can also match demographic information based on the neighborhood and area of the country where the user lives. This allows for a checking system, so Juno can tell advertisers how accurate its demographic information is.



The Cybergrrl Web station is aimed at issues of interest to women online.

Aliza (pronounced "a-leez-a") Sherman considers herself a shy person. Her father was in the military, so she moved every two or three years. As a consequence, she says, she's not the sort of person who will go start a conversation with someone at a party. She'll hang back and munch on snacks until the event is over, then leave without ever having met anyone unless someone speaks to her first. But she found the virtual environment of cyberspace appealing. "On-line it's cool," she says.

Aliza was in the music business for a couple of years, doing public relations, marketing, and promotions; then she ran a nonprofit organization aimed at helping victims of domestic violence. She bought a computer to do word processing, and a neighbor showed her how to go on-line. At that time the on-line world consisted mostly of local bulletin board services (BBS) and non-Internet services such as America Online.

#### Advertiser-Supported Sites

The Cybergrrl site contains almost 10,000 pages of material on topics ranging from book reviews, to travel, to business, to category links to other sites. Some of the content of the site is created by the Cybergrrl staff, and other content is submitted by the visitors themselves. There are chat forums, and a Cybergrrl Web News publication is regularly e-mailed to those who sign up to receive it.

While she claims she doesn't start or predict trends, Aliza says she seems to end up on the cutting edge. For example, she created a book site for women, and now there are a whole bunch of book sites for women; then she started featuring travel, and many other sites started doing that too. Aliza says she does what's interesting or cool to her, and it seems to be what is interesting to others as well. She says, "Our personal ideas have to come through because this could be a very cold medium. That's why people keep coming back—because they feel connected."

One of the surprising things that's happened is that journalists ask her, "How do you feel about working in a male-dominated field?" Aliza said she hasn't noticed any bias but finds it disturbing that such questions so frequently assume there is one. She said, "While I'm sure that experience exists, I wish the media wouldn't perpetuate it. It can become a self-fulfilling prophecy."

Aliza has a dozen people working for her and runs her own servers that support the site rather than having an ISP host Cybergrrl. Her future plans for expansion include offering more material and separate forums for the increasing numbers of visitors under the age of eighteen who are coming to the site.

## Targeted Advertising

A more powerful technique for attracting advertisers is targeted advertising. A good example of this is Phil Margolis's PC Webopaedia site. Phil has designed the site so that banner ads are targeted to specific words chosen by the advertiser—when the definitions for those words chosen by the advertiser are displayed, the banner ad is also displayed.

Yahoo is targeting advertising in a similar manner but also displays ads based on the last e-mail address or the last location on the Inter-

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Once Internet access was available, Aliza got an account with a local ISP and in January 1995 decided to start a Web consulting and on-line marketing business. She created the Cybergm site as a sample and ran it for her own personal enjoyment.

But a surprising thing happened. Cybergrrl became a popular site on the Web. Aliza credits part of the success of the site to timing, since the site was introduced at a time when there wasn't much out there. As the popularity of the site increased, companies started approaching her about advertising and sponsorship. While she'd like to have someone devoted to sales, Aliza said Cybergrrl has been able to get the advertising support needed to be profitable without pursuing it.

For example, IBM wanted to promote a new shopping mall called World Avenue (which later failed) and sponsored a section on Cybergrif for Mother's Day. The Mother's Day section, "branded" especially for IBM, encouraged visitors to submit their worst gift ideas and displayed the best of the worst gift ideas. There was also a family-matching contest where visitors were challenged to match a celebrity mom with her family.

Like any good marketer, Aliza knows what types of people are visiting her site. She collects the information voluntarily by encouraging visitors to the site to provide information about themselves. The site is aimed at women from the ages of eighteen to thirty-five because over 62 percent of the female visitors to the site are in that age range. However, 34 percent are between the ages of thirty-five and fifty-five. An increasing number of women younger than eighteen are starting to visit, and there are male visitors as well.

Of the women, 33 percent have a bachelor's degree, 23 percent have a master's, and 24 percent are still in school. Of the site's female visitors, 38 percent make over \$30,000 and 15 percent make over \$50,000 per year. This is individual income, so Aliza said the household income of these women is much higher.

Aliza said she measures page views rather than hits. At the time of the interview, Cybergrrl was getting about 250,000 page views a month and selling lots of 50 to 100,000 views per advertiser.

At first, Aliza said she was afraid to offer banner advertising because she thought it might put people off; but instead, she got a positive response. People who were regular visitors to the site were saying things like "We're glad you're finally making money doing this."

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net that the visitor came from. This information can sometimes reveal the area the user is from, since some ISPs only operate in certain areas of the country. Also, if the user just came from a site about France, a travel ad or an ad about a French language course will have a better chance of attracting the attention of this person than just any visitor. Obviously, Juno and similar services that collect more detailed demographic information target advertising as well.

One of the big concerns for advertisers is the increasing number of "spiders" or "robots," which are automated programs that go from page to page cataloging material based on the text and the links on each page for listing in search engines. Advertisers do not want to pay to have robots view their banner ads, which the automated search engines are designed to ignore anyway.

Using targeted advertising, advertisers get more of what they want, which is less of a random approach and more assurance that their advertising is being viewed by the people it is intended for. Target advertising goes hand in hand with guaranteed impressions, which we discuss next.

#### Guaranteed Impressions

Some sites are offering a guaranteed number of impressions to their advertisers along with targeting who the potential visitors are that see the advertising. This is attractive to advertisers for several reasons, one of which is that banner ads, which are considered graphic elements by the browsers, are not always displayed by the user.

Graphic elements do not get downloaded because users have figured out that they can turn off the ability to display graphics in their browser. The browser never requests the graphics described in the HTML document, so the graphic files are not downloaded by the server when the accompanying page is displayed. One of the reasons for turning off graphics is to speed up access to information. Web pages display faster without graphics, since graphics are usually the largest files and take the longest time to download.

As users get faster and faster Internet access, the issue of the download time for graphics files will become less of a problem. However, advertisers have a valid concern that they get what they pay for



Philip Margolis has been interested in creating reference guides ever since he was a child. He said his first major project at age eleven was writing an encyclopedia of Greek mythology. He used index cards for each term back then. Later, he went to Hampshire College, an experimental college where instead of grades there were advisor evaluations, and his advisor said of him, "Phil has a very ordering mind." He says his favorite activity is to condense information into a few key sentences and break large subjects into little pieces.

In order to use this talent, Phil became a writer, publishing two reference books with Random House. After the second book, he "got caught up in the entrepreneurial storm" on the Internet and decided he could put the terms from the Random House book in an electronic form up on the Web. So he worked out a deal with Random House.

To finance the project Phil sold some stock to friends and family, and he invested his personal money as well. Work started on the site in July of 1996, but Phil said it took three months of pure development until the site was ready for public access at the end of October. It was the summer of 1997 before the site started to show a profit.

Users visiting the site enter a term and can then see a definition of the term. To take full advantage of the interconnectivity of the Internet, Phil started adding relevant links to other sites that have information on the topic the user is seeking. In this way, the user sees not only the definition but also other sites on the Internet relevant to the definition he or she is looking for. There is also a form of the PC Webopaedia available on the site that users can download to their own PCs.

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Phil says that for the Webopaedia he concentrates on sites that have to do with computers, and he or his staff personally visit the sites and write reviews. They also attempt to directly reference the actual part of the site that's relevant by linking to the specific page with the information. In this way, the user doesn't end up at a homepage and have to figure out where the relevant information is on an unfamiliar site.

As the Web grows, it'll get tougher and tougher for users to find what they're looking for using search engines, Phil asserts. Using a search engine, "you may find 10,000 sites for your term and the one you want is on page 55. Long-term, the ability to quickly home in on the handful of homepages that have the answer you're looking for will be valuable. Compared to search engines like Excite, there's no substitute for a real person looking at your page."

The way Phil has made the site profitable is by offering the information to visitors for free to attract advertisers. But it took some time to get to the point where advertisers were interested. To get the kind of advertisers he was looking for, Phil decided to go through an agency. There are Internet advertising agencies, such as Double-Click and Softbank, but these companies require a certain number of hits a month before they will consider working with a site. The agencies encouraged him to increase his hit rate to attract advertisers. "A million hits a month—that's the magic number where people start noticing you." Phil added.

When the site was faunched, Phil looked for low-cost or free ways to promote the site. One he used was Internet Link Exchange where he was able to barter a banner ad for his site to other Web sites in exchange for displaying their banner ads.

He also made sure his site was listed in all the search engines. To maximize the site's exposure in search engines, Phil created a separate Web page for each term and listed each page separately with the search engines. This was a lot more work, but he feels it has brought him a lot more visitors. After all, if visitors are looking for specific terms in a search engine, he wanted them to find those terms on his site.

By listing in the search engines and bartering, his site began to be known, and it started to win recognition. *Netguide* gave the site an award and *PC Magazine* honored PC Webopaedia as one of the top-100 Web sites.

At the time of the interview, Phil said PCWebopaedia gets 10,000 hits a

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day. He did mention that one week when Netscape listed PC Webopaedia on its Web page, the hits jumped to 30,000 a day.

One of the selling points of the site is that it is tailor-made for producers of hardware and software. For example, if a company that manufactures monitors wants to advertise on the site, Phil can set up the advertiser's material so that whenever a visitor requests a term having to do with any aspect of computer monitors, the monitor manufacturer's material is displayed along with the definitions.

Phil said there's no way to measure the effectiveness of an ad. But here the monitor manufacturer can be sure that the audience viewing the ad has an interest in the product Just as in television advertising, companies are looking for "mind share."

To attract advertisers, Phil carefully tracks information about visitors. He knows, for example, that PC Webopaedia is popular at universities because he gets reports from the server who hosts his site of the "domain," or the last part of a user's e-mail address and the last site a visitor came from. He also places a "cookie" on a visitor's computer so he knows when a visitor comes back. In addition, Phil builds an e-mail list of visitors to whom he periodically sends news about new terms or new items on the site.

Phil says he spends "a good two hours a day" answering e-mail. The mail includes suggestions for new terms, error reports, and generic feedback. One of the things he feels makes the site special is that he replies to everyone. Although mail is sure to increase as the number of visitors to the site goes up, Phil says he intends to keep answering it personally.

Even though Phil hired a professional graphic designer to build the site and has a handful of researchers working for him, he still writes new definitions himself. He found it just took too much time to explain everything he knows to someone else, especially material about other terms on the site, and his doing the writing helps the site maintain continuity. He calls his company Sandy Bay Software, a virtual company. Although he currently has just a handful of employees, they work out of home offices from Canada to

As for the future, Phil is thinking about other Webopaedias, like one for travel. He is also working on new ideas like word link, a service to dynamically link one Web page to another one.

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## How to Get More Information

With the information you've garnered here, you're prepared to go out on the Internet looking for more information. The most reliable way to get current information on advertising is to visit other sites and look for their advertising information and to employ the search engines using the keywords advertising and entrepreneurial. Web sites and forums that discuss these issues will offer helpful hints and up-to-the-minute resources. Now you have the background information you need to hold an intelligent discussion and come away with information you can use.

#### Summary

We've seen how advertiser-supported sites use compelling content, a high incidence of visitors, demographics, targeted advertising, and guaranteed impressions to attract advertisers. It's important to note that compelling content is the most important element of an advertiser-supported site. Yahoo founders David Filo and Jerry Yang understand this approach and advise those interested in starting business on the Internet to be sure they're providing value to visitors.

Advertiser-supported sites also follow the four principles set forth in chapter 1, which are to specialize, keep up with your e-mail, provide a reason to return, and give something valuable away. As we've seen, advertiser-supported sites specialize in a particular type of information for a particular audience, and they have both the audience and the information well defined. These sites also keep up with e-mail from visitors, and some use the e-mail as a means of finding new subjects of interest or of allowing the site's visitors to aid in the development of the content on the site. This content development is one of the main ways advertiser-supported sites provide incentive for return visits. And finally, information is the valuable resource that visitors come back for and the main item advertiser-supported sites provide as a giveaway.

In the next chapter, we'll examine a different category of business that's making money in cyberspace—those who offer support to others doing business in cyberspace through content development.



# Content Development

In the business world, everyone is paid in two coins: cash and experience. Take the experience first; the cash will come later.

-Harold S. Geneen,

former chairman, International Telephone and Telegraph





Before the year 2000, the estimated number of words on the Internet is expected to be more than

of words on the Internet is expected to be more than every book ever printed in the history of mankind. Someone has to write that material, put it into a

form that can be displayed on the Internet, and help other people find it. That's the essence of the three types of content development opportunities in cyberspace:

- > writing for publication on the Internet (or writing Web content)
- ➤ designing Web sites
- > selling services to those who develop content for the Internet

<sup>1</sup>Evan I. Schwartz, Webonomics: Nine Essential Principles for Growing Your Business on the World Wide Web (New York: Broadway Books, 1997).

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e-mail both to submit ideas for consideration and to submit completed work. Writers can also garner additional interest from a publisher if accompanying material such as slides, photographs, or illustrations can be submitted in an electronic format the publisher understands and can use with little or no modification. Submitting material electronically means knowing something about the file formats generated by word processors and the various graphical formats for photos and illustrations in use on the Internet. Texts on file formats include the books Internet File Formats, by Tim Kientzle, and PC File Formats and Conversions, by Ralf Kussmann.

## Querying to Attract Interest

Most first contacts between writers and publishers start with a "query." The query is a short, to-the-point e-mail message that explains one or several article ideas. If the publisher is interested, the writer might be encouraged to call or submit further material. It is always best to send a query, even if an article has already been written, because it shows consideration for the time and workload of the editorial staff involved. It is the mark of an inexperienced writer to send a full article without a query first. Queries should be submitted to an editor or assistant editor by name. Many Internet magazines will ask for article ideas and list an e-mail address for submissions, so that's the place to start.

An effective query could be a short list of three to five ideas for articles, with an introduction of who you are, and then a numbered list of article ideas expressed in one to three sentences each. Your contact information should be at the end of the query, listing an e-mail address and a phone number. Good queries are an art in themselves, and some writers spend as much time on their queries as they do on writing the article. Many writers keep a running list of ideas so that, if they get a response from an editor but the editor cannot use any of the ideas they submitted, they can quickly come up with another query while they have the editor's attention.

Editors expect writers who are submitting queries to be familiar with the format and content of the magazine. This is universally true whether the publication is put out in cyberspace or is sold on a newsstand.

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As you might expect, writing Web content tends to be less lucrative than designing Web sites or selling services on the Internet. We found people making from \$30,000 annually to more than six figures, but the higher incomes were in Web site development and selling services. We'll take a more careful look into what's involved in each of these types of content development opportunities next.

## Writing Web Content for Pay

Deing published on the Internet is a lot like being published anywhere else; however, the demand for content on the Internet is high and is bound to continue to rise as sites attempt to attract repeat visitors. Most writers currently working on the Internet write for Net publications or start their own Web sites and provide material for the sites themselves.

#### Writing Articles

The most traditional type of writing on the Internet is the traditional outlet of writing for a publication, which then publishes the material in the form of articles or serialized material on the Internet. On-line magazines are a prime example of this type of writing. The writers who tend to be successful at article publication are the ones who have developed a combination of expertise both in writing and in some other area of interest to others such as art, photography, gardening, home repair, computer upgrades, music, etc. This skill is commonly known as technical writing.

A writer might combine writing with other creative skills like art or photography and illustrate his or her own material. For example, a writer might take photographs of a travel destination or of local events for an Internet publication. Since the Internet is a visual environment, the ability to provide illustrations is an attractive plus.

#### Making Electronic Submissions

For a writer to make a go of it in cyberspace, an additional skill is needed. Writers on the Internet are expected to know how to use

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## **Building a Track Record**

In order to be paid to write on the Internet, you'll need to develop a track record of material you've written in order to show your skill to an editor. This means you may have to write without pay for a period until you've built up a sufficient volume of material to convince an editor that you can deliver high-quality articles. There are plenty of opportunities to write without pay in cyberspace. Many upstart magazines specifically state that the form of payment is a by-line (your name on the article as the author), and on-line forums of all kinds are looking for content; however, just writing your opinion in a chat room doesn't constitute writing. You need to have a number of pieces in an article format with your name on them as the author.

Be prepared to send a résumé and writing samples on paper or electronically to an editor who requests them. Since material on the Internet appears and disappears rapidly, you will probably want to print out any article with your by-line that appears in cyberspace so you'll have it to send to an editor. It's important to get the name of the publication and the date the article appeared on the copy if possible. Most browsers, like Netscape or Internet Explorer, will print the URL and the date at the top of any page printed from the Internet.

## Book Writing

Book writing takes two forms on the Internet. One is writing a book that is interactive, meaning the work is published and built on the Internet. While some of this is going on, for this type of writing to succeed, the topic has to be very compelling or the writer very clever. Like Internet magazine publishers, book projects on the Internet can become advertiser-supported sites, funded by the publisher to draw a crowd or by companies whose products or services are aimed at the type of people drawn to the site. This sort of project tends to be an attention-getter but, usually, is more of a labor of love than a real moneymaking activity.

The second way to have books on the Internet is to publish them in the traditional way (on paper) and then use the Internet as the marketing vehicle. One author at GovCon, a site aimed at U.S. government contractors, sold a book on writing government contracts.

Three chapters of the book were offered on-line as a sample to elicit orders for the printed version. GovCon takes the payments, keeps part of the profits, and sends the order information and the remaining balance to the writer, who is responsible for shipping the book.

#### Self-publishing

Self-publishing is a time-honored way for authors to get books into a market that mainstream publishers have ignored. Publishing on your own works best with books that have too small or narrow an audience to be profitable for large publishers but that still have a unique appeal. For example, Debra Joan Buck self-published her father's writings about World War II after his death and sells the book via the Internet. The well-known One-Minute Manager by Kenneth Blanchard was originally a self-published book before a publisher bought it. So were What Color Is Your Parachute? by Richard Nelson Bolles, and The Christmas Box, by Richard Paul Evans. An excellent text to help you get started is The Complete Guide to Self-Publishing, by Tom and Marilyn Ross. In their book, the Rosses outline such basics as how to get an International Standard Book Number (ISBN), various bindings, paying someone else to publish your book, and ways to promote your book through traditional distribution channels such as book wholesalers.

#### Making Your Book Stand Out

One of the most important aspects of book writing is being able to differentiate your book from the others in the market. If your book is the only one on the subject, that helps, but the only way to know how many competitors you have is to do some research. The most obvious place to look for possible competing works on your subject is your local library, where you can look through Books in Print and Forthcoming Books in Print, published by the R.R. Bowker Company. Bowker's Books Out of Print reference might also be helpful for finding out what books didn't make it, or you may access Bowker on the Internet at http://www.bowker.com.

To make your book stand out, you need to have a one-to-threesentence synopsis of what your book is about and how it is different. If you want to sell your book to a publisher, you will need a proposal.

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clude the graphic design program CorelDraw and CorelPhoto-Paint, a tool for modifying digital images. Additional larger hard disk storage space is needed for manipulating and storing Web site pages and for storing digital images.

The advantage of designing Web sites is that each site you design will probably become an ongoing project. Web sites need constant change in order to stay current and the demand for them is high, so this moneymaking activity can provide a continual source of income.

## What You Need to Know to Design Web Sites

In order to successfully design Web sites, you need to learn HTML and know something about computer file formats.

#### HTML

The most basic aspects of Web site design involve learning Hypertext Markup Language (HTML). HTML is the "language" used to author documents on the Internet.

HTML is not hard to learn, and there are no secrets. On any page you can view using an Internet browser like Netscape or Internet Explorer you can see the underlying HTML code just by entering a keystroke or two. One of the ways some people have learned the language is by surfing the Web, then using their browser to look at pages that they like to view the underlying code using an edit document command. It is not unusual for people to simply copy and modify pages they like by inserting their own graphics and text in place of the graphics and text in the page that they copy. HTML is based on technology that has been available for many years—all the way back before the first IBM PC was available on the market—so it is reliable, if somewhat tedious. (For those of you who remember, HTML will remind you of the text you might see using the Reveal Codes function in the word-processing program WordPerfect or codes need for special formatting in the even older word-processing program WordStar.)

There are also software programs that will allow you to put together a Web page without knowing HTML, such as Microsoft Front-Page. Those who develop Web pages say those programs are helpful to speed up page development, but there comes a point on almost

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A book proposal addresses market research issues, such as why the book is needed, who the audience is, and how the book is different. It also provides a tentative outline of the contents and usually two to three sample chapters.

If you're going to self-publish, you will still need to do market research to sell the book to the public. You must be prepared to answer the question: What compelling reason do people have to purchase your book? In developing a Web site to sell your books, you will also need to answer that question, although you can do it in a subtle way. Let's look at an example. In the case of Dennis Fett's books, The Wacky World of Peafowl, Volumes I and II, the subject is compelling, there are not many books in his subject area, and he demonstrates his expertise by selling peafowl and by the publicity he gets. If you plan to buy peacocks or peacock eggs, it makes sense to get a book that will help you be successful. In the case of the book on writing government contracts sold on the GovCon site, the reader only needs to see the large dollar amounts of contracts awarded by the government to see why such a book would be advantageous. Still, the author sells the book by offering the first three chapters for viewing on-line to whet the reader's appetite.

If you decide to sell your books on the Internet, you can design your Web site yourself; however, offering your book on another site lends credibility to your project. If you do decide to learn to design your own Web site, you can also earn income by designing Web sites for others. We'll cover that next.

#### Designing Web Sites

on the Internet. This business requires slightly more investment than writing content for the Internet because, typically, Web site designers need additional computer hardware and software. Web site designers often have optical scanners for converting artwork or photographs into digital images that can be displayed on the Internet. In addition, they own graphics software for modifying or converting digital images. The most popular software packages include Adobe's Photoshop or Corel's series of products bundled together that in-

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every page where to get what you want you simply have to know HTML. This is especially true if you are developing pages for someone who plans to accept advertising.

Self-study materials are also available. A number of books offer lessons on HTML, and your local library is a good place to start looking for these books. The Internet itself has a number of HTML forums and sites that will help you learn HTML. Developments in Web site design change at a rapid rate, so to get the most up-to-date information, you'll need to do a keyword search using the terms HTML or Web site design in one or several of the search engines listed in the appendix to get the most current material.

In addition, Microsoft offers a course called Mastering Internet Development that offers interactive lessons you can practice at your own pace at your PC. The course is inexpensive and could work as a springboard to help you get started.

#### File Formats

In order to successfully design Web sites, you also should be able to understand and work with various file formats. File formats refer to the way information is put together into groups called files. The format provides specific information to the computer about the type of data in the file, such as whether the file contains text, a picture, a digitized sound, an animation, or a video; how the file is to be displayed; what programs can display the file; and how the file should be printed if it is printed.

For example, if someone has a company logo and brings you the artwork in an electronic format on a diskette, you need to be able to look at the file name to tell if you can use that file as it is on their Web site or if you have to convert the file into a format that can be displayed on the Internet. If you decide to add an optical scanner to your computer to scan photographic images for display on the Internet, you'll need to know what graphic file formats work on the Internet and how to scan the files in the most efficient way to maximize their effectiveness in cyberspace. (We address many ways to maximize your Web site images, information on file formats, and other tips and tricks in part II, chapter 7.)

You can pick up expertise in file formats and working with visual

STUDY CASE CRAIG HICKSON HomePage Maker HURST, TEXAS HTTP://MEMBERS.AOL.COM/HOMEPGMAKR WEB SITE DESIGNER

raig Hickson had a background in accounting but wanted to start his own business, so he began a desktop publishing business. He wanted to expand his operation but didn't have any good ideas until he went to an event that focused on home-based businesses, and someone there suggested that he look into Web site design, Craig's objection was that he didn't want to buy a lot of books or expensive tools, so the suggestion was made that he simply get Internet access and a browser and use the edit mode of the browser to teach himself HTML. It just isn't that hard, he was told.

So Craig tried it and discovered he could indeed teach himself HTML He used the Notepad program in Windows on his PC to write the code and started by putting up his own Web site on America Online (AOL). "I started looking at the code behind Web pages. Even now, when I see one I like, I save it and look at the source code later. A lot of times I just copied the code and modified it for my own use," Craig said. He also discovered there was a lot on the Web about HTML coding, so he started looking up references to the language in search engines to find more information. He also is an avid reader of WebMaster magazine, published by CIO Communications of Framingham, Massachusetts, now renamed WebBusiness (http://webbusiness.cio.

To generate business, Craig went through the AOL member directory and picked out people to contact in his local area. That's how he got his first customer." I wanted local customers because I felt that there was more of a

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obvious ways of getting clients, several Web site designers told us they met most of their clients on the Internet. There are forums and discussion groups on business issues on the Internet where you can meet people. This is usually done via e-mail. For example, if you were interested in attracting local business, you could join discussion groups on local issues in your community. Of course, it's important how you come across in these groups. The best advice is to remember how personal a communication channel cyberspace is and win people over based on the amount of good information you offer in a helpful and friendly way without being in a hurry or appearing to be pushy.



Bryce McGuire worked for over a decade for satellite dish manufacturer Uniden as a manager in customer support before he started his own company, Satellite Consultants. When America Online started offering Web pages, he wanted to have one for his company." I sell state-of-the-art equipment and I want to look state of the art to my customers," he said.

While lots of people approached him about doing a Web page, Bryce said he shopped around for someone local to his area, near Fort Worth, Texas, and decided to work with Craig Hickson of HomePage Maker. "It was easy to meet with him, and it was easy to convey my ideas to him. I felt that he was someone I could work with," Bryce said. Most of Bryce's business comes from referrals from Uniden, although he's done a lot of work for members of the Dallas Cowboys football team based on referrals from former coach Jimmy Johnson.

He offers information on his site about the various satellite systems and answers technical questions that sometimes result in sales. He says his background in customer support makes it easy for him to diagnose problems and offer alternatives. To promote his site, he "works" the Web by going to

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connection," Craig added. He does have customers as far away as Hawaii, but he still feels that local businesses are his core clientele

Craig's business is aimed at people on low budgets who want to put up a Web site for the first time. At his Web site, Craig encourages customers to take a look at his work. He also offers ideas for what can be done and before-and-after examples.

Craig still uses Notepad for generating his HTML code, Netscape as his browser to view Web pages, CorelDraw to create images, Paintshop Pro to make images transparent, and the shareware utility GIF Construction Set to create animated images. One thing he says he's discovered is that no one tool will do everything.

#### Selling Yourself to Clients

While Web site design is an easy field to enter, the downside is there's lots of competition, so you'll need to differentiate yourself from the pack if you want to stay in business. We'll spend this section talking about ways in which you can sell yourself to clients and how to set your services apart.

## Setting Up Your Own Web Site

The most common way for Web site developers to attract business is to create their own Web sites as samples and showcase their work to clients. Some fledgling developers have offered to set up Web sites at a reduced rate for new customers in order to get their businesses off the ground. That was the case with the Web site development company that built Mike Smith's Joshua Tree Wood Trim site. The company gave Mike a significantly reduced rate and used all the resources at their disposal to make his site look good in exchange for the ability to show off the site to other potential clients. The tactic worked, and Mike said the Web site development company is now designing sites for art museums in Boulder, Colorado.

#### Meeting Potential Clients

While advertising to businesses, printing fliers, and other ways of letting people know you're in the Web site design business seem to be

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on-line discussion groups, but he admits he finds it hard to do as much promotion as he'd like

Bryce gets several e-mails a day and is collecting a base of e-mail addresses. In the future, he hopes to be able to e-mail everyone who has contacted him when new products become available or when suppliers offer discounted pricing.

## Setting Yourself Apart

Web site development, at its most basic level, is so easy nearly anyone can do it. In fact, several companies told us teenagers and college students were the first to design their Web sites. This leaves someone who wants to make a serious business out of Web site design the problem of differentiating him- or herself from the crowd. There are several ways you can set yourself apart. One is to pick a field or a certain aspect of Web site design and focus on that, while another is to set yourself up as a complete marketing and promotion company with Web site design as a function of the overall picture. Let's examine each of these.

#### Specialize in a Type of Web Site

Many Web site designers pick a field, or a type of Web site, to specialize in. For example, Don Dowell specializes in developing sites for golf courses. This gives Don the ability to sell himself to new clients interested in developing sites for their golf courses by focusing on looking at golf-related sites and learning what is out there. Don has coupled his interest in and ability at golf with his Web site designing skill in order to capture a unique portion of the Web site development

Some Web site developers have focused on their local market. While anyone can do business anywhere on the Internet, a lot of companies prefer their Web site developers to be within easy commuting distance. Being close can be a selling point as it allows for face-to-face communication. Also, the Web site developer can offer



on Dowell was a business major at Texas Christian University (TCU), and while in school he ran a small marketing and direct-mail business: It was during that time, he says, that he learned about word processing and databases. Once he was out of school he decided to go to graduate school, and during that time he worked for his family's printing business. Don said he was able to use his familiarity with computers to get the family business into prepress work, optical scanning, and computer graphics.

When Don was deciding what type of work to do on the Internet, using the skills he already had, he went looking on-line to find help. One of the sites he found helpful was Paul and Sarah Edwards's Working from Home forum on CompuServe, Don said the most helpful information he got was from contacting Paul directly via e-mail with specific questions on the type of business he could start.

Once he decided on Web page design, Don decided he needed practice. Don had always been interested in sports and had contacts at TCU, so his first Web site design work was doing a sports site for TCU. Through his work on the sports site, Don was able to get a speaking engagement where he met the president of the Texas Professional Golfers Association (TPGA), Kim Brown. Brown was the one who suggested that Don check into golf sites, as at the time no other sites on the topic were available. So Don did just that.

At the same time, Don decided to try developing sites for bed-andbreakfasts. He approached potential customers with a six-month free-trial offer, based on what he saw happening in cyberspace. "A lot of people who

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As for trends, Don notes that his advertisers are getting a lot of business from people in small towns who wouldn't necessarily have access to a golf store. He says people come to his advertisers, often traveling to do so, when they want to purchase equipment. While the golf pros who provide golf tips pick up some extra lessons, Don says advertisers of golf equipment tend to

Although Don's done Web sites from all over the country, his plans are to work more on nearby business relationships, doing other sports-related sites. "I think as time goes by people will want local businesses to develop their Web sites, and that's where I plan to focus."

## Specialize in a Certain Aspect of Web Page Design

Another option for differentiating your Web design business is to focus on a particular aspect of Web site development, like animation or banner design. Then you can sell your services to agencies, corporations, or individuals looking for expertise in your field. Laila Rubstein and Eugene Yushin of Artec International offered their expertise in animation to corporate Internet clients in order to provide additional income to make their electronic greeting card company work.

## Offer Marketing and Public Relations Help

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Starting a business that incorporates Web design into an on-line marketing and public-relations service has the greatest income potential. These businesses specialize in helping large companies develop a presence on the Internet the way an advertising agency might specialize in helping a company develop brand loyalty using television. Developing an expertise in Internet marketing and public relations can be a natural outgrowth of garnering expertise in Web site development.

Developing marketing and public relations expertise requires a commitment to keep up with the latest trends and developments. Keeping up means following analysts' predictions, tracking what is successful with your own clients, and reading about and watching for new developments in software and hardware technology in cyberspace—in other words, making yourself an expert. (More information on promoting Web sites is found in the section "Services That Promote Web Sites" later in this chapter.)

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have been successful on the Internet, like Yahoo and Netscape, have gotten market share first before they actually started making money," he said. But doing both golf sites and bed-and-breakfast sites didn't seem to be working, so he chose the market he had a more personal interest in, which was golf. The free-trial approach didn't work well either: "In my market, I did better when I started charging for Web design services," he added.

Don said there are distinct advantages to specializing in development of Web sites for a particular market, "When I design a Web site, no matter what industry it is, I want to go look at all the other Web sites. I want to learn about their particular industry from their standpoint. This will take a lot of time. If you don't do it, you're at a disadvantage as you need to evaluate their competition. When I do a golf course now, I don't have to look at another site. I can say 'We can make your site different. Here's what you're not doing that you can do. Here's how other courses have gotten people to interact with the site." Another advantage is that Don likes to play golf, so he often gets an expenses-paid trip to the golf course in question to play the site and

To promote his Web page design work, Don maintains the Golf of the SouthWest site. The site has won several awards. It includes links to golf courses and practice facilities, golf businesses, products, tournaments, associations, and an "Ask the Experts" section where visitors can get help from golf pros. The site is advertiser supported as is a printed newsletter published quarterly, which also promotes the on-line version. Don also hired a couple of part-time people to sell advertising for the site.

Don tracks hits to his site and the Internet locations where visitors come from, called the referring page. However, he's found that only 50 percent of his visitors have referring page information he can obtain. After some research on his part, Don believes that people come to his site as a result of seeing his URL in the printed newsletter.

Don said that in getting started he found it took longer to get business and develop a name than he expected. He attributes part of that to the golf industry, which is slower and more conservative than other businesses. It also took time for him to learn the golf business. He works about half of his time promoting his services and networking and the other half actually doing the design work. One of his avenues for promoting his work is getting publicity from regional publications and speaking at golfing events and association conferences.

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Using the make-yourself-an-expert principle, Cliff Kurtzman, Ph.D., built Tenagra, a successful marketing and public-relations company that develops Web sites. Tenagra is a partner in the very visible Year 2000 site, which deals with the information technology problem of rolling over computer-based systems into the next century. The company also hosts the On-Line Advertising Discussion List, which is an advertiser-supported e-mail-based exchange of ideas on marketing and public relations issues. Both the Year2000 site and the discussion list allow Tenagra, and Cliff, to keep abreast of the latest technology and serve as a friendly showcase for the company to demonstrate its expertise.

#### Selling Services to Web Sites

Stelling services to Web sites and to people who spend a lot of time on the Internet is lucrative but requires experience and expertise both with computers and in cyberspace. Popular services include those that promote or enhance a Web site, "turnkey" business sites, and setting up Web servers.

## Services That Enhance Web Sites

Services that promote or enhance Web sites range from offering maps to people who are developing Web sites so that customers can find a physical location in a city to offering automated tools that allow Web site developers to track the validity of links on their site. As the number of Web sites on the Internet increases, the demand for services to help people enhance their sites also increases

For example, John Moen of Graphic Maps offers custom maps to Web site developers. The maps are in a digital format so they can be easily displayed on the Internet and are often custom-designed to help potential customers of the Web site find the physical location of the business. One of the ways John garnered customers when he started his business on the Internet was by approaching real estate sales sites using e-mail to encourage them to purchase a custom map of the locations of the properties being advertised.

Matt Freivald and his family also started with an idea to help Web

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sites and Web surfers track when other Web sites change. Web users register sites with URL-Minder, a service from Matt's company Net-Mind. An advertiser-supported service, URL-Minder notifies users by e-mail when the sites they registered have changed. This is especially useful to Web site developers who can register all the site links and then be notified if a linked site has changed or if it no longer exists.

Other Web services allow developers to check how long it takes a Web page to load, try out color combinations, supply a counter for those who cannot get a visitor count from their Web server, and a host of other functions. In each case, the service solves a problem for the Web site developer, a task that requires knowledge of the problems developers face. Interest in services for Web site developers is high and the more attractive services, such as LinkExchange or Web counters, tend to get lots of word-of-mouth exposure.

Database programmers are also finding profitable avenues into the Internet. Many sites that rely on providing information in a look-up type format need programmers who can write custom applications to present the data. Also, sites need programmers who can help the site make use of demographic data from on-site visitor surveys. A common and relatively low-cost tool for this type of application is the database development tool from Microsoft called Access, although larger companies tend to go with products aimed at professional developers such as Powersoft's PowerBuilder.



att Freivald says his family has always been Internet savvy, but it was Matt and his brother who came up with the company's flagship service, URL-Minder. Matt graduated from the Rochester Institute of Technology and went on to get a master's degree in business administration from

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## Java Programming

Java is a high-level, object-oriented programming language developed by Sun Microsystems. The appeal of Java to businesses lies in the fact that code developed in Java can run on any computer. Companies like Java because it can be used as a front-end development tool so that legacy systems such as mainframe computers can exchange data with mini-computers and personal computers. Almost anything that can be written in C or C++ can be written in Java, without the hassle of figuring out the quirks of each operating system and hardware the application will run on. On the Internet, it's Java "applets" that are making a stir. Java applets are small software programs that can perform functions such as the display of animation or for interactive Web site applications. (You do not have to use Java to get animation or interactivity on a Web site, but Java is a popular tool for performing these functions.)

Programming Java takes time and training, although you can teach yourself. Java is much more difficult to learn than HTML, but programming in Java can get you a job making \$50,000 to \$70,000 a year in the corporate world. Or you can get work as a contract programmer writing Java code for \$65 to \$80 an hour. The place to start investigating Java is at the Sun Microsystems Web site, at http://www.sun.com.

#### **CGI Programming**

It's easy to mistake CGI, which stands for the Common Gateway Interface, as a programming language. It is not a programming language. CGI is a standard for developing forms on the Internet. A CGI application can be written in any language as long as it accepts and returns data according to the CGI specifications. The idea is to be able to use the Internet as an interactive tool to collect and transmit data. This is attractive to large companies and to sites that want to collect information from visitors.

CGI is also used to display information stored on various types of computer systems to Web site visitors. For example, if a company has a database on a Unix server and it wants people on the Web to be able to search the data, then a CGI program is needed. The CGI program

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San Jose State University. His background also includes operating a computer bulletin board service (BBS).

Since the most popular application on the Internet is e-mail, it made sense to Matt to come up with an idea that incorporates the use of e-mail. Matt had been on the Internet for at least ten years and was looking for a business idea that would enable him to establish a long-term one-to-one relationship with people. "The Net is not really a mass media; it's a mass customized media. Everyone is there for his or her own specific reasons. [This] brings an unprecedented level of interactivity," according to Matt.

One problem on the Internet is that Web sites change rapidly, which makes it tough for individuals who follow certain topics to keep up. Rapid change also creates a maintenance problem for Web site developers who have links to other Web sites. A big complaint on the part of Web users is finding links to pages that don't exist anymore or pages that no longer are valid for the subject at hand. One day when he was thinking about the link problem, Matt said the concept for URL-Minder came to him like a "lightning bolt."

An advertiser-supported service, URL-Minder enables cybercitizens to register an unlimited number of URLs. Matt's company, NetMind, has programmed its computers to check a URL when it's registered, then check back on a regular basis. When the URL changes, e-mail is generated to notify cybercitizens. The advertising is added to the e-mail notification, and that's how the site generates revenue. The site was developed by the Freivald brothers in the programming languages C and C++, and the scripting language Perl. The site uses the Web server Apache running under the Linx operating system on Alpha computers made by Digital Equipment Corporation.

Matt said the hardest part of the service is that he can't give every person the attention he'd like to. At the time of this interview, Matt said the company's user base was in excess of a million people and growing. Net-Mind incorporated in 1996.

NetMind offers other services as well, such as E-Minder, a service to remind someone of a calendar date, and Reference.com, which does searches of Usenet News groups on a keyword selected by the user and then sends the results of the search via e-mail. NetMind's plans for expansion include taking advantage of HTML e-mail for advertisers and coming up with new services to attract cybercitizens.

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would run each time a query was made, the search would be submitted to the database software (engine) that controls the data, and the resulting data would be displayed back to the Internet.

Developing CGI applications and other standards similar to CGI for Internet Interactive forms development can make you marketable in both the corporate sector or as a contract programmer. Salaries are comparable to those of Java programmers (see above). The National Center for Supercomputing Applications (NCSA) at the University of Illinois at Urbana, near Champaign, Illinois, is a good place to start looking for information on how to develop CGI programs. You don't have to travel there, however. You can visit the NCSA Web site at http://ncsa.uiuc.edu.

#### Webmaster

A busy Web site needs a Webmaster. The Webmaster is the person who handles the day-to-day operation of the site, deals with technical problems, answers e-mail, and generally keeps an eye on the operation. As the number and size of Web sites increase, Webmaster jobs are more and more in demand. A Webmaster usually knows a lot about HTML, e-mail, and setting up Web servers. Corporations like to employ people with computer science or telecommunications degrees, but experience is the most important factor in this new field. Webmasters can make between \$50,000 and \$80,000 annually in the corporate environment. For more information on becoming a Webmaster, a good place to start is at the Webmaster Guild site at http://www.Webmaster.org.

#### Services That Promote Web Sites

Promoting a Web site can be a daunting task, especially to someone who hasn't ever done it before. Services that offer promotion ideas and help are popular in cyberspace. For example, Scott Banister and Bill Younker started SubmitIt to address the problem of listing a site in the wide variety of search engines on the Internet. SubmitIt offers free advice to visitors about how to get their sites listed in search engines, but the company generates income by actually performing the

listing work for sites that don't have the time or the expertise to do it themselves.

Bruce Clay of @bruceclay.com has built his entire consulting business around helping people promote and market their Web sites and products. Part of the way he attracts consulting clients is to offer a free consultation concerning how a site can be improved so that it will be listed higher in the more popular search engines. A typical search on a common keyword in a search engine may generate thousands of possibilities, but users are likely to limit themselves to the first one or two pages of listings. Getting a search engine to list your page higher, and thereby have a higher "ranking," is an issue of importance to Web sites. Bruce also offers to visit any site without charge and offer free advice as to how to improve the site.

Another popular service, LinkExchange, was started by Sanjay Madan and Tony Hsieh in March 1996. This membership service brokers banner ads as a means of generating Web traffic to its member sites. LinkExchange says it places five million banner impressions a day on over one hundred thousand active member sites. Members of the service either pay to have their banner ads placed or barter placement of their banner ads in exchange for displaying ads for other members.

These are just a few examples of the wide variety of Web site promotion services offered on the Internet. Other ideas include new search engines that specialize in certain categories of site listings and services that send subscribers e-mail to promote sites.

#### "Turnkey" Business Sites

Some enterprising entrepreneurs have turned their computer expertise into a way to provide "turnkey" business sites. "Cybermalls," groups of stores on the same Web server, are no longer the rage everyone thought they would be in the beginning, mostly because cybercitizens are not bound by geographical limits. What is becoming popular are services that do the programming for businesses, so all the business has to do is use a browser to create and maintain store stock in a Web "store." ViaWeb is such a concept, started by four Harvard graduate students who decided that businesses shouldn't have to

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ing was set aggressively with no leases or long-term commitments. The company also set up an interactive demo so that users visiting the ViaWeb site could practice setting up their own store—they just couldn't save it. In addition, ViaMall supplies merchants with an easy-to-read report available anytime that contains a complete listing of information on the visitors to their site. The report includes hit rates, click-through, the last Web site the user came from before entering the store, and how much each individual purchased. By tracing the last Web site and the purchase amount, vendors can find out which Internet advertising is working and which isn't.

Orders are taken via credit card and stored on a secure server. Merchants can get their orders at will, and Paul said that most stores download their orders several times a day. Merchants are responsible for verifying the credit card information, confirming the orders with customers, and filling the orders, just as they would if they were running a mail-order business.

ViaMall has attracted an impressive list of merchants, including Dean and DeLuca, Frederick's of Hollywood, and *Rolling Stone* magazine. Because each site can choose its foreground and background colors, use its own graphics, and select fonts, each store can have a unique look and feel characteristic of the image the company wants to build.

Paul says the successful companies in ViaMall are selling as much as they would with a store in a regular shopping mall, some as much as \$180,000 a month, but without the mall overhead. Stores can register a domain name (like www.moviemadness.com) and have the domain name linked to the Via-Mall site, so visitors to a site don't even have to know they visited ViaMall.

While other malls on the Internet are borrowing huge sums of money to outdo the competition, Paul said ViaWeb has chosen to keep costs low and borrowing at a minimum. ViaWeb has not put huge amounts of money into advertising campaigns or merchandising pushes, but the site has gained attention by winning several awards from magazines such as PC Computing, PC Magazine, Internet, and Forbes. Business Week reported that a Columbus, Ohio—based chiropractor who sells vitamins on the Internet spent a month putting up a Web site using HTML but later switched to ViaWeb and had a site running in just two days.

ViaWeb only succeeds when the merchants succeed, so the company is eager to give advice to new vendors. In addition, Paul has seen a lot of businesses succeed and others fail, so he offers what he considers to be expert advice to newcomers. His advice includes the following tips: find a niche you

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go to the trouble of knowing how to code HTML in order to have an Internet store

We expect this trend to continue with services aimed at novice Internet businesspeople. Just as there are services aimed at providing complete phone systems or computer networks, we expect there to be businesses providing a complete Internet business setup aimed at people who understand the products and services they want to sell but don't want to learn the technical details of doing business in cyberspace.



aul Graham was one of four Harvard graduate students who were sitting around one day trying to come up with an application for doing business on the Internet. The group agreed that an on-line mall was a good idea, and that an application could be built so that potential mall merchants wouldn't have to know HTML code to have a storefront on a cybermall. But the magic moment came when someone suggested that stores could be built interactively, so the user needed nothing more than a PC with Internet access to create his or her own cyberstore. "That was when we knew we had to do it," Paul said.

In the beginning, the students started ViaWeb on a Pentium PC in someone's living room. To attract the funding they needed to keep the project going, the team sought out venture capitalists to drag into the living room and see ViaWeb in action. ViaWeb became a two-part project: ViaMall, an Internet mall where cybercitizens can shop, and ViaWeb, the interactive engine that allows merchants to build their ViaMall sites. All that is required of the merchant is photos in an electronic format that can be transferred to ViaWeb (uploaded) as the site is built and descriptions of the items for sale.

In July 1995, Via Web was ready to go. To attract merchants, Paul said pric-

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can dominate, work hard to keep your site looking good, promote your site, make it easy for customers to navigate your site, start out with as many products as possible, emphasize service, keep prices as low as possible, and change your site regularly.

## Setting Up Web Hardware

Helping people set up Web hardware, Web servers, or even becoming an ISP are other profitable services for those in cyberspace. In order to be successful at these services, technical expertise with both the Internet and computer hardware is needed. That technical expertise can be garnered by working for an ISP, setting up hardware for yourself to gain the experience to do it for others, and taking courses at a local community college or adult-education program.

#### Setting Up Internet Video

Being able to display live video or capture still images at regular intervals is a continuing trend on the Internet. Video is used on the Internet for everything from enticing visitors to vacation spots to allowing parents to supervise children in a day-carc setting from their computer at work. In order for the video to be displayed, there has to be hardware installed in conjunction with a computer so the video can be converted into a format that can be displayed in cyberspace. For the convenience of a customer, you can make video on the Internet a turnkey operation so that all they need is a telephone line and a grounded electrical outlet. The installer offers his or her expertise in Web development, sets up an account with an ISP, and provides a computer with a video card, a color camera to capture images, proprietary software such as Web-Cast from Galacticomm, wiring, and a modem.

ParentNet, an Atlanta, Georgia—based company, provides day-care centers with video feeds of classrooms to the day-care center's homepage on the Internet. Jack Martin of New York—based Simplex runs I See You, a service that allows parents to log in and see a live picture of their child's classroom, updated every thirty seconds. Parents must have a password to get a video picture, but once they have access, they can choose one of several rooms in the day-care center to view.

Martin also offers Cybermourn, a service for viewing the funeral of a friend or loved one on the Internet. Like I See You, Cybermourn updates the images of the service every thirty seconds in one window, while other surrounding windows contain the name of the funeral home, the name and dates of the departed, and space for an obituary or comments from mourners viewing the scene.

Setting up video on the Internet begins with finding the right software, as the software determines what hardware is needed. The company that makes the video software product will print on the outside of the box or on its Web site the components and capacity needed to run its software. Since software requirements change rapidly and new versions of software packages can be released several times a year, it's important to see what's needed at the time you plan to set up the video operation.

#### Setting Up Web Servers

Setting up a Web server requires knowledge of computer architecture, server software applications, telephone connections, and the mechanics of how the Internet works. A Web server is a computer connected full-time to the Internet that serves up Web pages for Web sites. A Web server may be operated by an ISP who sells space and access to others for a fee or by a private company who wants complete control over its Web pages, including control of the server that houses the information. IBM-compatible personal computers or Macintosh computers can be Web servers, but many servers are based on the faster Reduced Instruction Set Chip (RISC)—based machines that normally run the operating system UNIX, such as work-stations made by Sun Microsystems, IBM, Hewlett-Packard, and other companies.

Web servers require special software, some of it available as shareware. Netscape Communications and Microsoft also make Web server software. Because the companies make popular Internet browsers and have considerable market share, they can attract corporate customers to these more expensive products.

There are several books available on setting up a Web server, some

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The business model of a low-cost, flat-rate unlimited-access account for users is highly debated. The debate centers on the issue of cost because the expense involved in having enough phone line connections so that all users can have access cannot be met if each customer pays only \$20 a month. So services have to come up with a way to add features to get customers to pay more, limit the number of hours available for \$20 (and charge by the hour for additional time), offer low-cost but attractive premium services that users can opt to subscribe to and hope users want to do so, or find some other way that customers will pay more than \$20 a month for unlimited local access.

In addition, telephone companies are starting to figure out that they can rather easily become ISPs. Phone companies need a lot less capital to set up access for subscribers than independent ISPs, who have to pay phone costs at commercial rates. Most independent ISPs have survived because of customer service. According to Boardwatch,<sup>4</sup> only one in ten typical computer users can get themselves on the Internet without help, and that's where the local ISP, who is service oriented, makes a splash.

However, the more lucrative opportunities lie in becoming an ISP in a rural area. Rural areas have a high demand for ISPs but are usually poorly served, and therefore customers will pay more for Internet access. Phone companies have little interest in providing Internet access to rural areas because they think in terms of large numbers. However, the costs of becoming an ISP in a rural area are not much different from those involved in providing similar services in a large, metropolitan area—and there's less competition. Successful rural ISPs tend to take on a local flavor, becoming a clearinghouse for news and events of interest to the citizens in the area.

If you're interested in more information on what it takes to be an ISP, we recommend visiting the *Boardwatch* site on the Internet at http://www.boardwatch.com. The trade show arm of the magazine, One, Inc., also hosts the annual ISP convention, ISPCON, each summer. This ISP trade show features guest speakers on subjects such as raising capital, legal concerns, and technology issues. In ad-

<sup>4</sup>Philip L. Becker, "Net Profit," Boardwatch On-Line (April 1996): http://www.boardwatch.com

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of which contain the shareware versions of the Web server software. One such book is *The Web Server Handbook*, by Pete Palmer et al., which contains information on setting up a very basic IBM-compatible or Macintosh-based Web server and has a CD-ROM containing several shareware Web server software titles.

In addition to the hardware and software, setting up a Web server requires a certain amount of knowledge of telephone connections and optical data lines, such as Integrated Service Digital Network (ISDN) lines or T-1 lines (often referred to as "leased" lines). While the telephone company will set up these lines for anyone wanting to pay for them, the connection between the computer and the telephone lines will have to be made by the person who sets up the Web server.

#### Becoming an ISP

According to Boardwatch<sup>2</sup> magazine, which did a survey of all ISPs in the U.S. (as well as a detailed diagram of the Internet, if you're interested), ISP revenue in 1996 was \$131 million monthly or about \$1.5 billion annually. In about two and a half months in 1996, the number of ISPs in the U.S. increased 59 percent or at the rate of about seventeen new ISP businesses per day. In the same period, only fifteen went out of business.<sup>3</sup>

While the potential for profits is there, being an ISP is a competitive business that can be expensive to start. However, most ISPs cut costs by starting out of their garages and doing the work themselves. This is how Robert Maynard of Dallas, Texas, started Internet America. Working in his garage in a Dallas suburb in January 1995, Robert has built one of the largest ISPs in the country and has branched out from Dallas into a number of other U.S. cities.

Unlike installing computer hardware for someone else, for which you can get money up front to purchase supplies and materials, becoming an ISP requires you to front the start-up costs. Users then pay for the service on a monthly or an annual basis. Start-up costs are \$20,000 to \$50,000.

<sup>2</sup>Jack Rickard, "Editor's Notes," Boardwatch On-Line (July 1996): http://www.boardwatch.com.

<sup>3</sup>Jack Rickard, "So... You Want to Be an Internet Service Provider," Boardwatch On-Line (June 1996): http://www.boardwatch.com.

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dition, this is a place to see a number of Internet and Web serverrelated software and hardware products all at the same time. The show is an information-packed event for the newcomer and pro alike. More information is available on-line at the *Boardwatch* site.



Cliff Kurtzman, founder of Tenagra, got his Ph.D. at MIT in aeronautical and astronautical engineering. Cliff originally started building a company by joining an "incubator" at the National Aeronautics and Space Administration (NASA) in Houston. NASA's incubator program encourages the founding of new companies by placing start-up companies in a building together so that they can interact with one another. And the agency provides MBA students to help the new businesses get under way. NASA's idea in doing this is to create a nurturing environment where start-up companies can grow large enough to spin off jobs and technology for the agency.

Cliff's first effort was to start a company developing aerospace software. During this time, he was in a position to watch NASA make a move to communicate with the public on the Internet, and the space agency's efforts drew his attention to cyberspace. Cliff said he could see the aerospace software market dwindling, but the Internet looked like a market of great growth. So he decided to start a company to do Internet marketing and public relations for companies wanting to do business in cyberspace.

Tenagra was one of the first Internet marketing and public relations agencies. Cliff got the company name from a Star Trek: The Next Generation episode entitled "Darmock" In the episode a legend is told of how two warriors, Darmock and Jilad, both learn to work together to defeat a common enemy on the island-continent of Tenagra despite the fact that the warriors did not speak the same language. Cliff decided that the Tenagra legend is a metaphor

To promote itself, Tenagra runs a number of Internet activities, including a tennis site (www.tennis.com); the Tenagra Internet Marketing Excellence Awards held each year since 1993; and the On-Line Advertising Discussion List, an advertiser-supported sharing of ideas via e-mail among businesspeople trying to solve Internet marketing problems. One of Tenagra's most visible Web ventures is the Year2000 site. Like most start-up marketing and PR companies on the Internet, Cliff felt Tenagra needed a sample of a successful Web site to show potential clients. The way Cliff got the opportunity to partner with the profitable Year2000 site is a typical example of the nature of the Internet.

It started with Peter de Jagar, who is considered one of the foremost experts on the Year 2000 problem. Beginning in 1991, de Jagar started speaking on the problem, also known as the Millennium Bug. The problem centers on the fact that many software systems were designed to record the year using only the last two digits. This means that when the year 2000 comes, these systems will think the year is 1900, 2001 will then be 1901, and so on. The problem is expected to cost millions to solve and is a source of concern for many Information Systems (IS) professionals worldwide. Peter has coauthored a book on the problem, Managing 00,5 and speaks several times a month at conferences worldwide.

Peter decided that the Year 2000 problem would make a very profitable advertiser-supported Web site, but at the time he didn't have the money to have the Web site built or the time to do the work himself. So he sent an email to every company he could find who might be capable of the job, which at the time, with so few people on the Internet, ended up being about fifty companies. Cliff described the first e-mail as obviously a mass mailing, poorly worded and arrogant, about this great business opportunity doing a Year 2000 site. In other words, a spam. Cliff later received a second e-mail from Peter, complaining that no one had responded and again emphasizing the opportunity.

Cliff decided to write Peter back, telling him why no one would respond to a spam. "We argued via e-mail for a while, but then we both started to

<sup>5</sup>Peter de Jagar and Richard Bergen, Managing 00 (New York: Wiley, 1997).

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formation to employees. This information can include a summary of employee benefits, company policy manuals, listings of phone numbers and contact information for individuals within the company, and even forms that have to be filled out internally. Changing and printing paper documents for hundreds or thousands of employees can be an expensive and time-consuming process that can be avoided using a company-wide Intranet.

Essentially, the same technology that enables Internet access can be used for these internal corporate networks, but with the added benefit of preventing unauthorized access. Because of the speed of such networks, other functions such as meeting scheduling and project collaboration can also be accomplished using the Intranet.

A Web server is required to set up an Intranet. For users, the software is the same as if they were accessing the Internet in terms of browsers and Web page-creation tools. Like the Internet, Intranets are also cross-platform, meaning various and formerly incompatible types of computers can be connected to share information with ease.

The Wall Street Journal<sup>6</sup> reported that car maker Chrysler Corporation found its Intranet to be a success after only a year. The report said Chrysler did not have to purchase a new computer system company-wide but found instead it could quickly, conveniently, and inexpensively link its personal computers, workstations, mainframes, and supercomputers using the Intranet. If companies can use existing computer hardware to accomplish project monitoring, information flow, and data searches, selling an Intranet is an easy proposition indeed. The process is called "repurposing" and often involves building new "front-ends" or user interfaces that work on the Intranet that allow data input or display of information using the existing software applications running on the old hardware.

To make an Intranet work, there have to be people who understand the system, can install and run a Web server, can install software on individual computers, and make the communication connections work. In addition, someone has to mind the server as an "in-house ISP." In addition, there have to be programmers and Web page designers.

6 Joseph B. White, "Chrysler's Intranet: Promise vs. Reality," Wall Street Journal (May 13, 1997): pB1(W) pB1(E) col 3 (22 col in).

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see that maybe we should work together." Cliff said. The resulting Year 2000 site serves well the purposes of both companies."The Year 2000 community thinks it's his [Peter's], while the Internet marketing community thinks it's ours," Cliff added. The site is advertiser-supported, and Cliff says Tenagra has yet to actively pursue advertisers as companies come to the site and ask about becoming involved.

All of Tenagra's activities put the company in a position to meet and get to know potential clients for its marketing and public-relations services."We do zero advertising and nearly zero direct sales. We get work because people see what we do on-line or read about us in the paper. I [also] do a lot of speaking," Cliff said. While Web site development and ISP services are not what attracts customers, Tenagra tries to provide above-average levels of service, especially in providing information to clients. Cliff sees the information provided as essential to a successful marketing effort. "No one would come to us just for Web site development, but we give our clients very detailed information on what happens on their Web sites. We've written our own systems to provide this information," Cliff added.

As for the site ending around the year 2000, Cliff maintains he can see other information technology problems being discussed on the site that will allow it to continue well into the twenty-first century. One is the Euro2002 problem, which deals with the concept of rewriting all the financial systems worldwide to handle a unified European currency scheduled for adoption in 2002. Another opportunity Cliff foresees is the 2040 problem, which is the same as the year 2000 problem but only affects UNIX-based computers. "After that, we're confident other information technology issues will arise that we can address," Cliff said.

#### **Providing Intranet Services**

Intranets are like the Internet, but they are private corporate networks. Usually these networks also provide access to the Internet for corporate employees, although they certainly don't have to. Corporations, especially those spread out over a large area with many employees, are the most likely candidates for an Intranet. Existing ISPs have taken to providing Intranet services, but some businesses specialize in Intranets.

The most important aspect of an Intranet is providing timely in-

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Predictions are that new corporate departments of "internal ISPs" will spring up, since some corporations like to control everything they use. What is more likely is that there will always be services who are contracted to run the Intranet and companies who decide to develop an in-house Intranet staff-just as there are companies who have their own print shops and companies who contract out printing services.

Providing Intranet services is not work a company is likely to give to an inexperienced business. However, anyone who wants to sell him- or herself as an Intranet service provider will need a track record of running such systems. A track record can be established by working with an ISP, doing work for a company who installs Intranets, or by being an ISP.

One further application of the Intranet is called the Extranet. An Extranet is an Intranet that is used by more than one company. An Extranet allows companies to share the costs and the benefits of an Intranet and works well for companies that use similar types of business applications.

## Conclusion

 $\mathbf{W}$  e've seen how the demand for content on the Internet is driving the creation of new business opportunities for both creating the content and for housing and maintaining the content once it's been created. As we've seen, these opportunities range from writing content, to creating Web pages, to creating services for those who write Web pages, to setting up hardware for the storage and distribution of Web content.

This leads us to the next chapter, where we'll look at how existing businesses have successfully entered cyberspace.



## Take an Existing Business into Cyberspace

The Internet is the most exciting innovation to impact U.S. businesses since the invention of the telephone.

-New York-based
Market Analysts FIND/SVP



One of the ways to measure the potential of a new consumer-oriented electronic medium is to look at how long it takes that medium to penetrate 50 million U.S. households. Radio reached this

landmark in thirty-eight years. Television took thirteen years. However, the New York-based investment firm Morgan Stanley predicts that, at its exponential rate of growth, the Internet will penetrate 50 million U.S. homes in only five years. The Internet provides a powerful, efficient new channel for retailing where, by the year 2000, an estimated 150 million Web users will be "just a mouse-click away from consummating transactions twenty-four hours a day, seven days a week."

But gains to be made are not just with consumers. According to

\*\*Internet Retailing Report, Morgan Stanley, U.S. Investment Research Division, New York (May 28, 1997): http://www.ms.com.

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Internet visitors went from nothing to one-third of gross revenues in two years. Cascade, a mail-order company offering everything from plastic model horses to fine porcelain collector horses, said business became especially brisk when the major on-line services, such as America Online, allowed members Internet access. Their business from the Internet has been increasing ever since.

Dave Dickstein, co-owner of Pacific Partners Mortgage Corporation of Woodland Hills, California, says his Internet site generates substantial revenue for his \$600,000-a-year mortgage brokerage firm. The site is convenient for his market, which is the "Generation X" age group of twenty-five- to thirty-five-year-olds who are first-time home buyers. Pacific Partners' Web site, available to Net surfers twenty-four hours a day, seven days a week, generates four or five requests for loan preapprovals a day. Those requests turn into an average of one extra loan a week of additional business for the small brokerage firm.

Mail-order-catalog company Fingerhut Corporation started a Web site for the purpose of solving the problem of what to do with obsolete merchandise. The site, called Andy's Garage Sale, is aimed at reducing unwanted stock while getting more for the merchandise than the company could through its normal liquidation channels. Quantities are limited, stock is rotated quickly, and when it's gone, it's gone. Using the Internet, Fingerhut has not only found a way to solve one of its challenges in the direct-marketing business, but it has also created a profitable site with content that changes constantly and a strong base of new customers.



Daphne and Duncan Macpherso Cascade Models Edmonds, Washington http://www.aa.net/~cascade

Daphne Macpherson calls model horse collecting "the underground hobby," because thousands of people around the world do it, but few people know about it. In fact, there are model horse shows with class cate-

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analysts at Cambridge, Massachusetts—based Forrester Research, the total value of goods and services traded among companies in cyberspace will reach \$327 billion by the year 2002. With growth potential like this, what business wouldn't want to get in on this growing consumer and business segment?

In this chapter we'll look at businesses that have successfully entered cyberspace, ways an existing business can gain a presence on the Internet, and the most common mistakes businesses make when entering cyberspace.

If you've turned to this chapter first, we'd encourage you to finish it, then go back and look over chapters 1 through 5. The information in those chapters will help you define what type of Web site you want your business to have and will bring you up to speed for entering part II of the book, where the focus is on actually getting started on the Internet.

## Existing Businesses Succeed in Cyberspace

E ven though the Internet is in relative infancy as a communications medium, existing businesses are starting to see results from marketing in cyberspace. Internet sites started by existing businesses generate additional profits and, in many cases, allow businesses to cut costs.

#### Existing Businesses Generate Additional Profits

Name-brand stores can gross as much from their virtual mall sites as they do from physical mall stores. Paul Graham of ViaWeb, the Cambridge, Massachusetts—based virtual shopping site, said some ViaMall stores are doing as much as \$180,000 in sales each month. That's as much or more business than a physical store does, but without the overhead of mall rent, merchandise display furniture, salesclerks, inventory, security, and losses due to theft or damage.

Model horse marketing company Cascade Models of Edmonds, Washington, says since putting up a Web site in 1995. business from

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gories much like real horse shows. The model horses are judged and the winners are awarded trophies. In Daphne's opinion, much of the interest in the hobby has come from the move to urbanization, which has forced people who like horses but don't have the room or the resources to keep them into collecting model horses.

Daphne got into the hobby in 1977, and several years later she was approached about selling by an individual artist who was making collector-quality model horses. Daphne became a representative for the artist's models, and a few years later when the artist stopped making horses, Daphne wanted to stay in the business. So she decided to sell models made by mainstream companies like Breyer, Peter Stone, Winner's Choice Microhorses, and the Best Collector Company. Her business has been mostly catalog sales, although Daphne is well known on the model horse show circuit where she regularly displays her products.

Meanwhile, Duncan, Daphne's husband, was an aircraft engineer in charge of new business development for Lockheed. Born in Woking, England, Duncan joked that he was the 'only English contract engineer in Seattle who never worked at Boeing.' One of his accomplishments was to design and patent a power roller for the cargo handling system used on the Boeing 747 plane, and at the time of this writing it was still in use.

But at age forty-eight, Duncan found himself with a serious heart condition, about the same time the aircraft company was downsizing. So he took early retirement and started looking for something less physically taxing to do that would keep his mind occupied. Drawing on his background in computers, he got involved in Daphne's business, by writing database applications to track her customers.

It was Duncan who decided in October of 1995 that the company should have a Web site. Duncan is a self-taught Web designer, who started by copying bits and pieces of Web pages he liked in order to learn to create his own site. The company now has hundreds of images of model horses available on the Web site, which customers say is their favorite part. When the major on-line services, such as AOL, provided their members with the ability to surf the Net, Cascade noticed an immediate benefit in terms of increased business, Duncan said. Orders now come in from all over the world, from places like Brazil, Sweden, Norway, Hong Kong, the Philippines. The Web site has brought new customers and boosted profits, accounting for a full third of Cascade's gross revenue.

cause our customers can't see it," Duncan added.

Daphne emphasizes the importance of knowing your customers. For example, the average age of the model horse collector is thirty-five, not the teens as many people would guess, even though the company does special promotions aimed at 4-H clubs. Two-thirds of the company's U.S. customers are east of the Mississippi River, and two-thirds have rural addresses. Daphne says it's important to her customers that they receive orders quickly, so the couple makes a point of keeping stock current and shipping orders the same day they're received. "Depending on where the order is shipped to, some customers can call on Monday and get their order on Wednesday." Daphne said. "Our prices are not the lowest. Our business is built on service." Daphne added. The couple estimates that their current customer base is about twenty thousand.

Many customers are long-term, some ordering regularly for over ten years. Orders come in on-line and on the toll-free number, even though some people see the products first on the Internet. In order to protect the interests of customers, Duncan came up with a system that assigns each new customer a unique ID number that can be used for on-line ordering. That way, customers can simply send an e-mail with their name, ID number, and what they want and the order can be automatically billed to their credit card, so there's no danger of someone else getting a credit card number.

The company promotes its Web site in magazine ads in horse magazines and in promotional magazines put out by model manufacturers as well as by direct mail. With such a large amount of information available about model horses, the Cascade site is listed high in many search engines. This allows Casade to get a lot of business from people who use search engines to find model horse sites.

Duncan said selling on the Internet is "apparently a very narrowly known secret. The whole thing is so simple, it's laughable. All you need is a Web page

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with everyone involved in the loan process coming out ahead financially. One of the cost-cutting benefits of getting auto loans through cyberspace is the reduction in errors from reentering data. Customers can enter data themselves into a form that takes several steps out of loan processing. In addition, the paperwork can be done at the customer's convenience instead of spending long hours in a car dealer's showroom

Direct marketers also expect a significant portion of their future sales to be from the Internet. According to a recent report from Forrester Research, direct-marketing companies predict that 36 percent of sales will come from the Internet by 2001, up from 7 percent reported in 1996. Rather than placing orders in more traditional ways, such as over the telephone, direct marketers are hoping customers will enter their own orders over the Internet, thus reducing labor and phone costs. "Direct marketers are being drawn to the Internet by access to a worldwide audience, the ability to form deeper customer relationships, and the promise of cheaper marketing," says Bill Bass, senior analyst with Forrester's Media & Technology Strategies service. "Direct marketers see the Internet as a dream come true, a way to grow the customer base and improve customer service while simultaneously cutting costs."

Book retailer Barnes & Noble has energetically begun on-line book selling, obviously in an attempt to garner some of the market Amazon.com found selling books exclusively in cyberspace. Amazon.com reported just under \$30 million in sales in its second quarter of 1997, up 74 percent from first-quarter sales and up 1,168 percent over the same period in 1996. Operated from the fourth floor of an old Seattle office building, where desks are doors mounted on two-by-fours, the company boasts it is the largest electronic bookstore with 2.5 million titles available at discounts as high as 40 percent.

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and a product and you can make more money than you ever dreamed of." Duncan does advise offering a very specific product. The other ingredients are "hard work, ingenuity, and a willingness to learn and keep up with technology," he added.

Daphne and Duncan say their future plans are to attempt to interface electronically with suppliers to speed shipments and reduce inventory, continue to expand the product line, and move more into the higher-priced collectible model horses.

#### Internet Allows Businesses to Cut Costs

In addition to finding new customers, cost cutting is a big part of profits for businesses on the Internet. Su Penny of Canadian-based competitive pricing service PriceCheck said that, in addition to opening new markets for her firm, having a Web site allowed her company to make significant savings in data entry costs along with lower error rates. Using the Internet allowed PriceCheck surveyors across North America (and eventually worldwide) to enter data themselves, eliminating retyping errors and speeding the entire process. The bottom line is that PriceCheck can get more accurate information to customers in less time.

Mike Smith of Joshua Tree Wood Trim says the Internet provides him with the maximum profit by allowing him to sell wood trim kits for automobiles for less than he can using the telephone or the mail. Rather than spending money paying for a toll-free phone call and sending out product literature, Mike advertises in strategic publications and makes sure his URL is in the ad. The Web site then provides information to handle the customer education necessary to make the sale. Customers can get all their questions answered by seeing step-by-step installation photos, looking up their own automobile make and model to see what kits are available, and complete the order paperwork right on the Internet.

Palo Alto, California-based Killen & Associates predicts that an increasing number of automobile loans will be made using the Internet. In fact, the group predicts on-line auto loans will account for as much as 20 to 30 percent of the overall auto loan market by 2001,

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In Penny was managing two large hardware stores when she saw a need for competitive pricing information." I hated doing the pricing surveys and ended up thinking. There has to be a business that will do this for us, but there wasn't one, "she said. So Su decided to start one herself. The business, PriceCheck, simply went into stores and checked prices on comparable items each month.

Su said she started checking two hundred items in seven hardware store chains each month. The business "exploded in popularity," Su said. She soon expanded to checking prices of eight thousand items at seven grocery store chains in fourteen markets each week. Once Su had information for across Canada, she said PriceCheck put together a system whereby businesses could check prices worldwide. The company had clients, franchisees, and surveyors worldwide. But, as in any business, there were problems.

One of the main problems in Su's type of business is getting the prices. Price checkers, called "surveyors," are not welcomed in stores and will often get thrown out. Successful surveyors are often a "tag team," according to Su. "One person goes in as sort of a wounded duck and is very obvious, and the other one is subtle. The manager throws out the obvious one and the subtle one stays and finishes the survey."

Another problem was getting surveyors to markets where Su saw opportunities to sell information to clients. Often surveyors had to be flown into markets they weren't familiar with. "If we had a client who wanted chewing gum prices in Russia, we'd have to fly someone in, or the manufacturer might have to fly in a sales representative," Su said.

The third most pressing problem was the integrity of the data. The surveyors' handwriting wasn't always legible, and even when it was, errors in the data entry were common. Su said in 1987, incoming data from surveyors was "touched" as many as seven different times and each touch meant introducing errors into the data.

Then Su discovered the Internet. She estimated it was either 1992 or 1993 when she started using a Web site to solve two of her three business problems. Once PriceCheck was on the Internet, surveyors could type in their own data and send it via e-mail. "They can read their own handwriting" Su quipped. Sending the data in an electronic format meant the elimination of error-producing extra handling and at the same time sped up the process.

Not only did using the Internet save time, but it significantly reduced labor costs in another area. Obtaining information from international markets became a much less challenging and costly process. Su said she was now able to use the Internet to find someone who already lived in the area to do surveys. "We were able to reduce our costs in obtaining the information, and so we've passed the savings on to our clients," Su added.

Without doing anything, Su found that the search engines were listing PriceCheck. "If anyone typed 'check prices' or 'price check' they got my site," Su added. But this was early in the development of the Internet, and Su said that the guys at Yahoo and some of the other search engines said to her, "Why don't you become a search engine for checking prices on the Internet?"

So Su decided to look into the idea. "When we looked more carefully at our visitors, we found we had thousands of hits from people interested in checking prices on the Internet." She also did some market research and discovered that, at the time, there was no dominant site strictly for checking prices. "So I asked some of the Internet gurus who work with me to create a site that would allow people who have commerce Web sites to link to us," Su said.

Su said that North American banks, stock markets around the world, automotive companies, and major clothing manufacturers are just a few of the companies who have signed up to be on the PriceCheck site. "We have them fill out an application to be part of our site—we don't pursue businesses—and we have thousands on our site," Su maintains.

In part, PriceCheck is advertiser supported. Su picked up her first multinational advertising client on the site without a public-relations agency, although she plans to use an agency in the future. "Being your own PR agent is like being your own lawyer. You should never do your own stuff because even if it looks bad, you'll think it looks good," Su added.

Su's not worried about charging for access to the site, since the site pays for itself with the reduced costs it provides for PriceCheck. Even with lowering her prices to clients, Su says she sees a nice profit from maintaining the

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reaches the customers you're interested in. Here are some questions to help you determine a specific goal for your Web site or other Internet presence.

- > What are the characteristics of the customers your business
- > Do you want to attract international business, regional business, local business, or does it matter where customers are located?
- > What are the biggest costs and problems your business faces?

Once you know the answers to the above questions, you can start determining what you'll need to create a successful Web presence for your company. We've already seen several examples of how businesses have asked themselves these questions and used the answers to come up with an effective approach on the Internet. When the Audit Department of Aetna Life Insurance Company decided to put up a Web site, looking at the goal for the site was their first step. According to Internal Auditor magazine, the Aetna Audit Department had this to say concerning defining content for the Web site:

Our biggest lesson learned from this stage of the work was that time spent at the beginning of the project to clearly define content is extremely valuable.<sup>2</sup>

As we mentioned in chapter 1, an effective approach to developing a goal for your Web site is to consider how you'll incorporate the four principles of success on the Internet into your plans. Again those principles are: specialize, keep up with your e-mail, provide a reason for visitors to return, and give away something valuable. In order for you to be sure your site effectively meets your goal, and to get ideas

<sup>2</sup>Serge Beaulieu, et al., "On the Net: How Aetna's Internal Audit Department Has Built a Home in Cyberspace," *Internal Auditor* (August 1996): v53, n4, p30(5).

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site since maintenance expenses are low and the site helps her cut costs: Su's future plans for PriceCheck include adding a fee for being linked on the site if she feels her market will bear the charge. Su says one of the careers she sees a future for in cyberspace is the Internet "librarian." She's struggled with organizing the information on her site and believes someone trained in library science could have made a big difference organizing the mountain of information so that it's useful.

#### How to Move Successfully into the On-line World

While almost any business can move into the on-line world, there are important decisions to consider. The first is to make sure you know your goals for being on-line, and the second is to be sure you're prepared to devote resources to your on-line presence. Let's look at each of these individually.

#### Know Why You're On-line

As is true of any business venture, making a successful foray into the on-line world requires a specific goal and a way to measure whether you've reached your goal. Having a presence on the Internet is a way for a business to say it is up-to-date and technology aware. However, a Web page can and should be more. The most common goals businesses have for being on-line are to increase sales, cut costs, and promote the business. Increasing sales by having a Web site depends on the type of business. Selling tangible products people can feel and touch has more obvious potential, but you can also increase sales of intangible items such as legal services, counseling, entertainment, vacation information, self-help, and other services. Whether you can cut costs by being on-line depends on the type of business you're in as well as the type of costs your business has. If you're looking for "mind share" or consumer awareness of your company, you could benefit from having an effective Web site. Or you may want to consider advertising on a Web site developed by someone else that

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you feel you can modify and implement, it is also important to do research to see what the competition is doing.



Tragine a corporate vice president and a group of other high-level managers sitting around after hours with their feet up on the desks, kicking around ideas for how to solve the marketing "challenges" of a multimillion-dollar direct-mail company. One of the biggest challenges discussed was the problem of getting stuck with oddball merchandise, such as twenty sets of pink bath towels or odd clothing sizes, and having to take a beating on the excess inventory through the company's standard liquidation channels. The items, the group decided, were stuff fit for garage sales and swap meets.

That's how Senior Vice President of Fingerhut Marketing Andy Johnson and his staff came up with the idea of having a garage sale on the Internet. According to Fingerhut's Manager of Electronic Commerce Jane Westlind, the idea was a simple one—offer excess inventory Fingerhut was unable to sell through the catalog at an on-line garage sale with the intention of recovering more for the merchandise than was possible through normal liquidation channels. In that vein, the group decided the electronic garage sale should have a cast of characters and a homey approach, just like any real garage sale. The beauty of the idea is it leveraged off Fingerhut's marketing apparatus, which meant there was already a mechanism in place for order fulfillment and credit card acceptance.

So Andy's Garage Sale was born. Using a title based on Andy Johnson's first name was perceived to be an advantage because Andy begins with the letter A and Web sites are often alphabetically organized in search engines. The company was set up as a separate legal entity, although it is dependent on resources and expertise from Fingerhut. It was important to Fingerhut

Like Jack of Jack in the Box, the imaginary character Andy was to be the focal point of the site. Soon, a family was "born." Andy needed a wife, so the group came up with Gert, Andy's imaginary counterpart. Together Andy and Gert are the main characters in Andy's Garage Sale, which takes place in a town called South Branch. Back in 1995, a handful of people were assigned the task of creating the electronic garage sale. Along with marketing the merchandise, the writers started creating life situations for Andy and Gert, it was important to the staff to maintain continuity in the characters, according to Jane Westlind, who said, "We were asking each other stuff like "Would Andy really say that?"

The site was first launched at Marketplace MCI, a cybermall, in October 1995, but MCI dropped the mall. So by March 1996, the company decided to bring Andy's Garage Sale in-house. The site now has its own server and a small staff that includes writers, customer-support personnel who answer Andy's e-mail, Web administrators, marketing staff, and others who maintain and support the project.

The story line at Andy's Garage Sale has expanded significantly over time from Andy and Gert to their three children, some of whom are married and have kids of their own, a dog, and a variety of neighbors and friends. On the site, Andy provides his "top picks" of liquidation merchandise, a section where visitors can read homey stories about Andy's "life," and a joke section where visitors are encouraged to copy or e-mail favorite jokes to friends.

Early on, it was decided the site was loading too slowly for the average visitor and was too difficult to navigate, so a complete overhaul was done. A single image on the left side is the navigation signpost, and it appears on every screen so users can choose to go to any location on the site from any other page. Since the navigation graphic appears on every screen, it only has to be downloaded to the user once. In addition, the site dropped a background color, going to white instead, and changed the format of the images from the GIF format to the JPEG format, which allows for smaller files that load to the user faster.

Since a lot of people asked questions before ordering, Andy's Garage

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#### Devote Resources to Your On-line Presence

Once you've determined what you want to do, it's important to remember that you'll need to devote resources to your Web presence. Starting and maintaining a Web site can be a full-time business in itself, as you've seen from reading about the experiences of others in this book. Even if someone else does your Web site development, as we've seen from previous chapters, entrepreneurs on the Internet can spend two hours a day just answering e-mail.

If your business is not prepared to devote ongoing resources in the form of time and personnel to keeping up your Web site, then advertising on someone else's site may be your best option. Once you've determined the characteristics of the customers you have, you can use that information to find a Web site that attracts that type of customer and advertise there. It's possible, depending on the size and complexity of what you want to accomplish, that advertising on the Web could be cheaper than starting your own Web site. Chapter 8 offers more information about advertising on the Web.

#### The Biggest Mistakes Businesses Make Entering Cyberspace

Since mistakes in cyberspace can be costly, it makes sense to learn from others how to bypass the most common mistakes. Here's a list of mistakes you'll want to avoid when entering cyberspace for the first time.

#### Lack of Coordination

If no specific person or team of people within your company assumes the task of coordinating the Web site development effort, problems can arise and your plans may never get off the ground, according to Cliff Kurtzman, CEO of the Internet marketing firm Tenagra. Even if an outside firm is hired to design and manage the Web site, you or someone inside your company will need to be responsible for it. In large companies, a related problem is getting backing from key man-

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Sale realized early on that answering e-mail is important. So e-mail is answered in one business day (no weekends). There's also a frequently asked questions (FAQ) section available on the site.

The e-mail has been surprisingly personal, Jane added. People actually invited Andy and Gert to come visit them when the imaginary couple announced vacation plans. One woman sent an e-mail to Andy asking for help in locating the child she gave up for adoption three years ago.

To promote the site, the company has purchased banner advertising on the Internet. The company has also done some direct mailing and print advertising, and even television advertising. While Andy's Garage Sale wouldn't release sales figures, Jane says the site is meeting the company's marketing goals. She emphasizes the importance of a goal for putting up a Web site. "There has to be a reason for having something on-line. There has to be value added rather than just slapping up a site."

#### Check Other Web Sites in Your Business Arena

If you haven't done so already, you need to look at what your competitors are doing on the Internet. Since cyberspace is relatively new territory, you may be the only business in your field that you know of who is preparing to enter the Internet. But before you devote time and money to building a Web site, it's important to do a thorough search of the Internet to find out what other, similar businesses are doing. This can be accomplished using search engines and keywords that describe your business. A list of search engines is available in the appendix.

Your research may turn up information that will require you to go back to the drawing board and come up with new ideas. This happens often and, in fact, you may have to go through several ideas before you hit on one with the potential for success. The easiest sites to promote on the Internet are ones with new ideas that no one has done yet, so if you can come up with an idea that is fresh, it will make getting publicity for your site a lot easier. Either way, doing your homework first, no matter how discouraging, will save lots of money and time later on. (See chapter 8 for more information on promoting your Web site.)

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agement people. The Web site coordinator will find him- or herself having to get other departments within the company—such as marketing, advertising, public relations, and customer support—to sign on to support the project. Without the support and acknowledgment of key management people, getting sign-on from other departments, who probably have other priorities, is going to be difficult, if not impossible, to accomplish.

## No Internet Marketing Research

We've already talked about doing a search on the Internet when a new Web site is being planned, to see what is already being done. Surprising as it may seem, there are lots of businesses and individuals who start a site without looking at all to see if anyone else is doing the same thing.

## No Plan for Promoting the Web Site

Without a promotion plan, your Web site may just sit there costing money. Putting up a site without promoting it is like building a bill-board in your basement—no one will see it. There needs to be a plan in place for how the site will be promoted on an ongoing basis. As we've said, it is much easier to promote a site that is the first of its kind, and that should be a consideration. But however fresh an idea for a site is, there still needs to be a plan in place to make sure people know about it and will be attracted to it. Promoting your Web site is the subject of chapter 9.

## No Objectives or No Criteria for Knowing If Objectives Are Met

How do you know if you have a successful Web site if you have no objective or no way to determine if you met your objective? Jane Westlind, manager of Electronic Commerce for Fingerhut and Andy's Garage Sale, says, "There has to be a reason for having something online. There has to be value added rather than just slapping up a site."

Many companies fail to count the cost of having a Web presence. For example, companies put an e-mail address on their site without taking into account the fact that someone will have to answer the inquiries that come in.

#### Failure to Design for the Medium

Designing for screens delivered over a modem is a different task than designing for print. Many companies fail to take into account the amount of time it will take the average Internet user to receive the screens on the Web site or put up a site that looks amateurish, which doesn't project the proper professional image for a company. Cliff Kurtzman said, "Web design is like photography. Anyone can buy a disposable camera at the store and shoot pictures for Grandma, but you wouldn't do that with a company brochure."

#### No Preparation for Dealing in an International Market

It's a common mistake to overlook the fact that the Internet is an international market. So companies often fail to have any plan in place to handle the problems that go along with attracting even unintended international business. So, for example, when the first order comes in from Kuwait for 100 gizmos or an inquiry in French, you have a crisis on your hands. It's important to decide if you want to do business internationally and to have thought about the answers to the following questions.

- > Are there laws against shipping our product outside our country's borders?
- > Are there import or export duties due, and who pays those
- > Who ships to this place, and what do they require in terms of packaging?

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- > What about payment or a return policy for international
- > Where can we find translators who can answer e-mail in other languages?

#### Conclusion

ost businesses with an eye to the future have heard that the In-Most businesses with all eye to the state. Internet as a communications medium makes getting on-line attractive to business. And we've also taken a look at a variety of businesses who have generated additional income and cut costs by moving into the world of cyberspace. We've also noted the importance of having goals for why your business is on-line and criteria for knowing when you've reached those goals, doing market research to find out what others are doing on-line, and allocating resources for the company's Internet presence. In addition, we've noted the most important mistakes businesses make when entering the Internet.

But by now, you probably want more specific information on exactly how these Internet feats are accomplished. How do you deal with issues like Web page design, promoting your Web site, getting paid, and so on? Not to worry—the answers to those questions and lots more are all in part II of the book, which follows.

AUTHOR'S NOTE Several months after our interview, Duncan Macpherson of Cascade Models passed away from congestive heart failure at age sixty. Besides his wife, Daphne, he is survived by a son, Kevin, daughters Shauna and Lindsay, and four grandsons. Daphne told us he lived ten years longer than predicted. It is our hope that others who find themselves forced by circumstances into a life they would not otherwise have chosen will find strength in Duncan's courageous example

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## Building a Successful Web Site

To the uneducated, an A is just three sticks.

-Eeyore,

from Winnie the Pool





Fortunately, Web site development can be a very fast and relatively inexpensive process. You can have a Web site up in less than a week working parttime, even if you have never done this before. But

getting your site up is just the beginning. Ask anyone who is doing Web site development, and they'll tell you it is an ongoing process. And it should be. The most successful sites are updated often so they look and feel current to the people who visit-not like some forgotten closet where advertising materials are kept.

In this chapter, we'll explain how to build your Web site, direct you to many fine materials and products that will help you accomplish the building of it, explain some design considerations, and give you practical tips to make your site a satisfying ongoing experience for your visitors.

## Six Steps for Building a Web Site

 ${f B}^{
m uilding}$  a Web site is more like putting together a jigsaw puzzle than building a skyscraper. The six steps to building one are:

- > define your content
- > do the appropriate research
- » determine who will be involved
- ➤ huild and test your site
- > promote your site
- > maintain and update your site.

While we present these steps in what we believe is a logical order, in practice the construction of a Web site is more dynamic than just checking items off a to-do list. For example, you may find that you've gotten to the point of building your site only to discover that you need to go back to the research stage because unforseen questions have arisen that you hadn't thought of when you were doing your initial research. So now you need to see how other people have handled this particular problem. Or you may get your site built, start to update it, and determine that you need to do further research or even tear down and rebuild the entire site to get the results you intended. So don't be surprised if you find yourself moving in a circular fashion between steps on the list during the building of your site. Now let's look at each step individually.

#### STEP 1: DEFINE CONTENT

ou probably already have some idea of what you think you'd like to  $\mathbf{Y}$  do on your Web site. (If not, keep reading, because there are more case studies and ideas that will help spark your imagination as we go along.) But you need to make a concrete plan as to what information you want to present because this will affect how you build your site and who needs to be involved. For example, if you plan to offer goods on the Internet and you can already accept credit cards, you may

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want to use a mall like ViaWeb where you don't need to know about programming HTML and can get a lot of help in creating and maintaining your site. If you want to offer information that people look up and plan to have advertisers support your site, you probably wouldn't want to choose a cybermall storefront. Instead you most likely would want to choose a fast ISP. In other words, your content determines almost everything else about how you set up your site.

As we hinted at earlier, it's also important to remember that this is a dynamic process, so you may come up with an idea for a content, take the next step, which is doing research, then scrap all or part of your original content idea. You may find yourself going around and around for a while in this manner from determining content to research, over and over, before you hit the right combination. Time spent at this stage of the game is very important and will pay off later.

#### STEP 2: RESEARCH

We covered this briefly in chapter 6, but it bears repeating. Research is one of the search is one of the most critical steps in building a Web site. You need to know who else is doing what you think you'd like to do and how you can make your site different. The search engines are the places to start your research. You may also want to look at sites that interest you as well as those that have won awards or appear on lists as top sites. Many of the search engines, Internet sites, and on-line publications feature interesting Web sites. In the appendix, we have provided URLs of search engines, sites that give awards to other sites, and other lists of sites for you to visit.

Here are a couple of points to remember while you're doing your research. One is to bear in mind that you don't have to do everything at once. You can start a site and build it, gradually adding pages as you get experience. So you don't need to feel overwhelmed when you visit sites that have tons of information and resources. Second, you'll want to take into account how much time you want to spend on your site. Try not to choose an idea that requires several hours a day of updates if you cannot make that kind of commitment either yourself or

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by hiring someone else to do so. Finally, keep in mind that if you can be the first with an idea, it makes promoting the site a lot easier.

## STEP 3: DETERMINE INVOLVEMENT

nce you know what you want to do and have done the research. you need to determine whom to involve to make your site happen. Hopefully, you already have access to the Internet either through an ISP, an on-line service, or some other means, but now you need to determine who will host your Web site. Again, if you choose to go with an on-line mall, the decision is made for you, as the on-line mall does the hosting; but if not, then you need to determine if your current Internet access provider should host your site or if you should shop elsewhere. Most services that provide Internet access also provide a few megabytes of disk space without additional charge on their server for you to put up a Web site. Most people starting small see this "free" disk space as a real money saver in getting their site off the ground. Certainly, this is an inexpensive option, especially if you're planning a small site, but there are both pros and cons to consider.

One of the cons to putting up your site in the disk space provided along with your Internet access is that these services rarely offer reporting facilities on the number of visitors, where the visitors came from (referring pages), what files they received, and so on. (There are third-party hit counters that are free or that charge a few dollars a month to report to you the number of times a file on your site was loaded. See the appendix for a list.)

Reports on the activity on your site are extremely important in making advertising decisions and can play an important part in determining whether or not you can attract advertisers to your site. (If you'll remember from chapter 4, the referring page information is how John Wells of Netstores NW discovered that the majority of visitors to his Movie Madness site who made purchases came from sites created by movie fans.) There is software available for servers that will prepare detailed reports on activity for each site on the server, but this costs the server extra so you can expect those costs to be passed on to you. Some ISPs choose to write custom programs to

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generate their own reports for sites, and cybermalls regularly offer complete reports to participants. When determining who will host your site, you may want to comparison-shop for reporting capability as well as price and other services.

Next you need to determine whom to involve inside your organization. Do you want to build your site yourself or have someone else do it for you? Like Phil Lipton of the IBDA, you may decide you'd rather save money by doing it yourself. Or like Bryce McGuire of Satellite Consultants, you may decide that you want to hire someone who already has the equipment and the know-how. If you want to do Web site design work as a career, then of course you'll want to make your Web page a showcase for your work in order to attract customers. In addition, you may need to have photographs or artwork done for your site, and now's the time to start thinking about that.

You'll also want to think about the involvement necessary to maintain the site. Will you be managing the site? Will an existing employee be in charge, or will you be hiring someone?

If you are in a larger organization, you may find yourself needing help and resources from systems, database administrators, marketing, public relations, and other parts of your organization. Of course, the best time to get their input is in the planning stages when you're developing the content and doing the research, but we mention it here because it's not until this stage that you're likely to think of others in your organization. These groups may have critical input that will change the content you will want to feature, so having them involved from the beginning will help cement their commitment to the project. If you haven't already, you may need to go back a couple of steps and ask for ideas or go ahead and present your plans as a springboard, then ask for input.

## STEP 4: BUILD AND TEST

The plans are made, the content is ready, and now it's time to build in this chapter.) This process can go very quickly, depending on the size of the site. However, it's important that testing be done frequently and by a number of other people both inside and outside your organi-

zation before the site is announced to the public. Testing will give you the opportunity to see what works and what doesn't and will help you build momentum when it's time to promote your site. It's tough to get people to look at a site again when they've had an unsatisfying experience, so make your first shot as good as you possibly can.

Part of your testing should include thorough spell-checking. You can run a spell-checker from a word processor over your HTML code, although it can be a tedious process due to all the "code" the spell-checker won't recognize. But you should also have other people proofread your Web pages. While proofreading seems like an obvious point, you'd be surprised how many people don't do it and then find themselves embarrassed later.

#### STEP 5: PROMOTE

t is important to take into account how you plan to promote your site during the planning stages before you build the site. There are techniques for building your site that will help you promote it and that will help you get help promoting the site from search engines, which is one of the key ways people will find your site. Promoting your site is so important that we spend an entire chapter, chapter 8, on how to do it. We recommend that you read chapter 8 on promoting your site before you start designing it, as you will find information there that will probably change your plans.

## STEP 6: MAINTAIN AND UPDATE

n chapter 6, we identified one of the biggest mistakes that busi-In chapter 6, we identified the of the Legal Inchapter 6 and the state of the state the site once it's been built. Besides making sure someone answers the e-mail, it's important to design your site so it has something people come back for, and that means there have to be maintenance and regular updates on the site. Nothing generates less interest than a stagnant site where nothing is happening. So it's important to consider the cost of regular maintenance and updates as an ongoing cost of having a Web site. For the purposes of estimating, you can figure you'll spend between 10 and 20 percent of the cost of building the site

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said that although authoring tools helped, they invariably had to make changes in the HTML code themselves in order to get exactly what they wanted.

As for developing graphics and modifying scanned photos, favorite graphics software tools include Adobe Photoshop (available for both the PC and the Macintosh platforms) and CorelDRAW! But expect to pay in the \$500-to-\$1,000 range for these graphical software tools. For animation, you can use the tools that you use in developing graphic images. After all, animation is simply a number of images displayed quickly one after another to produce the illusion of motion.

TIP You can often get expensive software bundled with hardware for less than you could buy both separately. For example, we've seen examples of Adobe's Photoshop packaged with an optical scanner used for scanning photographs.

If you want to build Web pages that include sound or video, there are a number of tools available. In order to offer sound or video to your visitor, you must first record the sound or video, then translate it into a digitized format so it can be stored on the hard-disk drive in files. The next step is to encode the file into a format that can be played by visitors to your page, and then the file can be referenced in your HTML document. The advantage of sound is that you can record sounds using your PC or Macintosh, so they're already digitized, but digitizing video requires special hardware added to your PC so you can hook up video input from a VCR or video camera.

The most popular software for sound is Real Audio, and there's a version of Real Audio for video playback as well. Other popular formats include the Media Player built into Windows or Apple's Quicktime for both the PC and the Macintosh.

Software is constantly being updated, so the smartest thing to do is to go looking for a software package that will do what you want to do, then buy the hardware to run that software. Software packages list hardware requirements for both the minimum computer system needed to run the software (often referred to as the "required hard-

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per year to maintain it. Tools for building the site and updating those tools are part of the maintenance cost of the site we'll cover next.

#### Tools You Need

for the purposes of addressing the widest possible audience, we're going to talk about tools you'll need from the point of view of those who are building the Web site themselves and hosting that site using an ISP. While some companies, such as Amazon.com, have spent upwards of \$20 million developing a Web site, we're going to limit ourselves to what can be done for a few thousand dollars. Obviously, if you're not coding HTML, developing graphics, or preparing photos for display on the Internet, then you won't need the tools we'll talk about. But a look at this section will help you better understand what your developers will be doing.

#### Software

While you might think we'd start with buying computer hardware, then talk about purchasing software, the smart thing to do is just the opposite. You need software to develop a Web page. While it is possible to use software, such as a text editor, that is already included with a computer, most beginners buy software to generate the HTML code for them. In addition, there is software that will help you create graphic images and modify photos for use on your Web site.

There seems to be no end to the number of products on the market to lay out Web pages, then generate the HTML code for you so that all you have to do is upload or transfer the HTML files created by the program to the host computer (a task known on the Internet as "ftp"). Some HTML-generating programs will even help you with the ftp. Many HTML generators are available for under \$100. The most popular for the Intel-based PC platform include Microsoft's FrontPage and Sausage Software's HotDog. For the Macintosh, expect to pay under \$200 for the most popular titles such as Adobe's PageMill and Claris's Home Page. These products will help you create Web pages quickly, but don't expect that you'll be able to do everything automatically. Almost every Web page designer we talked with

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ware") and for the hardware configuration that is easiest to use (often referred to as the "recommended hardware"). We recommend that you get the hardware that's listed as "recommended" rather than the minimum requirements because it can be difficult and frustrating to work with the minimum hardware necessary to perform a task, especially if you happen to be new at this. If you already have a computer, look for software that will run on the computer you have. If you've purchased your computer within the last two years, it's a pretty safe bet the computer you have will run the software you can buy for Web page development.

## Computer System

The most obvious item that you need to build your own Web site is a computer system. It is not practical to build and maintain a site without one. What we mean by a computer system is a computer with a CD-ROM drive, a modem, an optical scanner, and a printer. You can expect to pay about \$2,000 for a computer that will meet your needs in setting up a site, and most computers you can buy in the average consumer retail outlet will work just fine. In most cases, you can expect to have to add an optical scanner for digitizing photographs and a printer to the package price. If you just bought a computer for the first time, be aware that you will need to spend some time learning your way around the computer before putting up your Web site, so allow yourself that extra time.

Although it's okay to purchase a Macintosh computer for your Web site development, we recommend an Intel-based, IBM-compatible PC because the cost of ownership is less and it's more widely supported. But either will work. What you end up with will depend on your personal preferences.

If you plan to take photographs with a camera to put up on your Web site, you'll need either a digital camera or an optical scanner. A digital camera allows you to take photographs in a digital format and import the photos directly into your computer for placement on your Web pages without chemical developing of the images first. There are inexpensive digital cameras available that produce quick, low-quality images. If you're looking for sharp, clear, professional images, the

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digital cameras that produce those types of images cost thousands of dollars, but may be worth it for your application.

An inexpensive digital camera and a full-color optical scanner cost about the same-you can get either one for under \$200. You may want to purchase both or just an optical scanner if you already have a camera or existing photos or artwork you'd like to use. An optical scanner takes any image on paper and uses light to scan the paper to create a digitized copy of the image that is then stored on your computer. Some scanners can be installed by connecting to the outside of your computer, to the parallel port, the way your printer connects to your computer. High-end optical scanners require installation of a special "card" or circuit board into your computer that helps the scanner translate the images into a format your computer can store. Installation of an optical scanner usually requires some knowledge of how computers work and can probably be done at the store where you purchase your computer. If you're interested in learning more about doing computer upgrades yourself, including information that will help you add an optical scanner, check out Upgrade Your Own PC by this book's co-author, Linda Rohrbough.

Once you have your computer software and hardware, you're ready to go to work building your Web site. The next sections focus on practical tried-and-true advice for making your site attractive to visitors.



Phil Lipton, a cabinetmaker, Lorne Nielson, co-owner of a lumber yard, and some friends were having drinks at Kiniski's Reef Tavern in 1987 when they started comparing notes on how a belt sander can get away from you. The conversation never died, and in 1989 a small group gathered

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Phil promotes his site in a number of ways, including an ad on the back cover of Fine Woodworking magazine. He started by publicizing the URL assigned by his ISP, www.iplus.net/ibda/. The uniqueness of the races got the site a lot of attention and several awards. For example, Yahoo, one of the largest search engines on the Internet, listed the IBDA site as one of its "Weekly Picks." Later, Phil got the IBDA its own domain name, www.beltsander-races.com, and linked the old domain name to the new one. But he wishes he'd done his own domain name right away. "I would have definitely set it up right the first time had I had the forethought and known that this was going to be the success it is." In fact, Phil said the experience made him book a domain name for his own personal cabinetmaking business site several months before that site was available.

The IBDA is growing and races are being held all over North America. Phil said one of the functions of the site is to help promote the sport by listing a schedule of races including the city, location, and time. In fact, belt sander drag racing has become so popular that Phil and Lorne have already realized their dream of an annual event. Winners of local races are eligible to attend the IBDA world championship, held each year in Indianapolis.

## Stuff You Need to Know

 ${\bf B}^{
m efore}$  we get into design considerations and tips on developing your Web site, we need to cover the basic mechanics of what occurs when you develop a site and some information on the types of files that it contains.

## The Mechanics of Your Web Page

When you develop a Web site, you generate HTML code in the form of one or more files, which together make up your Web page. The server is a computer connected full-time to the Internet on which your Web page is stored. If you do not own the server, you must transfer a copy of your Web page to the server. This practice is referred to as "sending up," "uploading" or "ftp-ing" (pronounced "f-teepeeing"). The acronym ftp stands for file transfer protocol.

You'll probably need special software for this task, such as WS-

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behind Nielson's Lumber in Point Roberts, Washington, to see whose belt sander actually got away the fastest, "We started just for fun-just did it for a stupid thing to do," according to Phil, co-founder with Lome of the International Belt Sander Drag Race Association (IBDA).

Now belt sander drag racing is catching on all over the U.S. and Canada. And the Nielson Lumber race is an annual event where five hundred to seven hundred people gather to watch up to forty participants drag-race belt sanders. The HWI cooperative of hardware stores has a contract with the IBDA to sponsor race days at participating hardware stores, which have also been well attended. In addition, power tool manufacturers Bosch, Makita, and Shop Vac sponsor the events and provide prizes for contestants. Hardware stores sign up to become a member of the IBDA for a fee and get an entire marketing in-store promotional program that includes everything from the dimensions of the track to a promotional how-to list.

Phil, who believes Web sites are the future of business because "eventually everyone will have a computer," came up with the idea of the site to promote the sport and to offer listings of events nationwide, "Getting stuff printed is very expensive. You can spend two thousand dollars to three thousand dollars printing one thousand brochures, and in a year those brochures are outdated and have to be thrown out." Instead of paying someone to build his Web site, Phil decided in 1996 to invest a little time and patience to learn how to do it himself. "I'd rather invest the money in the hardware that I can play with than pay someone," Phil added.

He bought an Intel-based PC with a modern, Microsoft's FrontPage and Publisher software, and an optical scanner that came bundled with Adobe Photoshop. By early 1997, Phil had the IBDA site up, and he learned how to put Quicktime movies on the site using a video camera, a video capture card for his PC, and MGI Video Wave software.

Phil said he learned by doing, but one of his toughest challenges was undenstanding how to make his Web site work. One of the things he had trouble understanding was that the pictures and videos on his homepage were each a separate file and each file had to be ftp'd (transferred) to his server. "I would test my page and see the graphics, like the movies, were missing." thought that because I could see the graphics in FrontPage, that those graphics were automatically part of my HTML document. Fortunately, my ISP at iplus.net was small enough that I could call and ask him questions. He helped me get it right," Phil added.

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FTP for the PC or Fetch for the Mac. These programs and others like them are available on the Internet. You'll enter your name and a password into the software. Once the software establishes communication with the server, it will show you the contents of both the server and your hard-disk drive. Most programs let you use your mouse to drag and drop the icons representing your files over to a window that represents the host computer, then your computer will make a copy of those files on the server. The Webmaster on the system where your site is stored can give you more detailed information on how to ftp your Web page to the server.

Once your Web page files are available and a request has been made from the Internet to your server for your Web page document, the HTML file is sent first. Usually this file is called INDEX.HTML. If you added pictures, graphics, sound, animation, or video to your Web page, that data is stored in separate files that are referenced in the first HTML file. Once the initial HTML file has been delivered, your computer looks at that file and sends requests back to your host server for any other files that are mentioned in your initial Web page document.

#### File-based Mechanics

The other files used for your Web pages for graphics, photos, animation, sound, and video will have filename extensions that indicate the file type. The extension isn't the only indication of the type of file. There are clues at the beginning of files that indicate to the programs designed to use them what type of information is in the file (so you can't just rename a file and make it a different type of file). However, filename extensions are a good indicator.

TIP While UNIX and the Macintosh allow four character extensions for filenames, Intel-compatible PCs allow only three-character filename extensions. So you'll often see Web page files named like this: index.htm. This is still an HTML file, but it was developed on an Intel-based PC.

The table in Figure 7-1 gives you a list of filename extensions and the type of file that extension indicates for the most commonly used

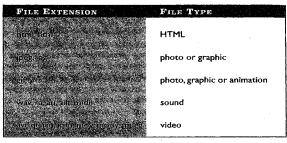


FIGURE 7-1: A table of typical filename extensions and the file types they represent.

files in Web pages on the Internet. There are issues involved in developing Web pages that have to do with file formats such as using software to generate certain types of files and the fact that some formats are smaller than others (which makes these formats faster to transfer across the Internet).

Fortunately, there are software programs to help you with all this, so you don't have to be an expert on file formats, uploading, or servers in order to set up a Web page. You will find, however, that the more you know about file formats, the easier it will be for you to understand what you're doing. We encourage you to investigate file formats further if you plan to develop your own Web pages by using the resources we've listed for you in the appendix.

#### Design Considerations

7e could write an entire book (and many people have) on Web page design. However, since this is a book about doing business on the Internet, we're going to limit ourselves to what we feel are the most critical and practical points-considerations that affect your bottom line. These points include ways to make your site easy for visitors to navigate and practical points that will keep you from making obvious and amateurish mistakes.

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## Tricks Visitors Use That Affect Your Design

It's important to keep in mind when building a Web site that users on the Internet are in control and they make all the choices. If a site loads too slowly, a visitor can simply "click off," which means he or she stops the process by clicking on a "Stop" button at the top of the Internet browser. The visitor is then free to type in another URL, go back a page and take a different route to another site, or whatever.

The other option Web surfers have, and one that is damaging to advertiser-supported sites, is to simply turn off the graphics. Most Internet browsers have an "Options" menu that allows users the option of turning off the automatic loading of graphic images (sometimes called the "Show Pictures" option). This means banner ads, as well as any other image, won't be loaded after the HTML file is received. If users decide the graphics on a page are worth seeing, they can simply change the option to automatically load graphic images, then click on the reload option to ask for the page to be sent up again. For those with a slower Internet connection, turning off graphics makes Web surfing much faster, as there's no waiting for large images to load. (We give tips on how you can make your images load faster in the Practical Tips section later in this chapter.)

How do these visitor tricks affect your Web design considerations? Well, for one thing, you need to hold the visitor's interest, grabbing it with something interesting as quickly as possible. In addition, you need to decide what audience you're aiming to attract. If you want to talk to the masses, then you need to design your site so it can be successfully navigated with graphics off or minimize the graphics so the user who decides to turn graphics back on doesn't get frustrated while waiting and go elsewhere. Sound, animation, and video also take time to load, so adding these files, unless you've hooked your visitor into waiting, will also prove frustrating.

If you're aiming at a higher-income visitor or a highly motivated group of people seeking special niche information, you can get away with including more bells and whistles. But the safe place to be is behind the curve. Whatever speed modem is the latest on the market, you can figure your average user has half that speed and the masses

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are probably at a third to a fourth of that speed. So, for example, if a 57,600 bps modem is the hot one, then half your visitors will probably have 33,600 bps, and the majority will be at 28,800 bps. So it's important to know whom you're aiming at and design accordingly.

#### Help Visitors Navigate Your Site

If you've been surfing the Web, then you soon realize how frustrating it is to visit a site, click around, and suddenly realize you don't know where you are or how to get back. You look at the bottom of the page you're on, but there's no clue how to get back to where you started or how to get anywhere else. If you're a savvy user of your Internet browser, you can work your way back using the history (or cache) the browser keeps of where you've been, but this is inconvenient and interrupts the flow of surfing.

As someone responsible for the Web site design, you should make sure visitors have an easy time getting around your site. One of the



FIGURE 7-2: The Pacific Partners homepage (courtesy Pacific Partners Mortgage

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best ways to do this is to provide a navigation graphic on the left side or the top of each page of the site that tells the visitor where he is now and where else he can go. The Pacific Partners site, whose homepage is shown in Figure 7-2, is an example of how this can be done. The company starts with these images on the opening page, which it then revamps as a navigation tool for subsequent pages, as shown in Figure 7-3. Navigation tools are always on the left side of any particular page. The beauty of this concept is that it also speeds access to the individual pages of the site for the visitor, as many of the graphics can be downloaded once initially and then reused for each page.

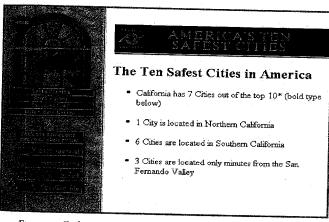


FIGURE 7-3: Each page on the Pacific Partners site has a navigation graphic on the left side that makes the site easy for visitors to use (courtesy Pacific Partners Mortgage Corporation).

<sup>1</sup>The site credits a 1996 Crime Report and the U.S. Census Bureau for the ten safest cities informa-

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DISCLAIMER Web sites are subject to constant change, so don't expect to go to the Pacific Partners Mortgage Corporation site and see the exact same pages you see reproduced here.

Another point that goes along with helping visitors navigate your site is to avoid long pages of text to be scrolled through. Unless there's a compelling reason not to, information should be divided into categories and subcategories that visitors can choose from at will.



avid Dickstein was a University of Southern California graduate in business who'd spent seventeen years in the mortgage business, moved up to the senior vice president level, then decided to open his own mortgage firm. He brought in as equal partners his wife, his daughter, and her husband and formed Pacific Partners Mortgage Corporation in 1996. The company grew to ten employees with annual revenues of \$600,000.

Being a forward-looking kind of guy, Dave decided the firm needed a presence on the Internet. "I'm convinced if you don't get involved in the Internet now, you're going to be way behind trying to catch on later. By that time, the pioneers will be getting the ultimate efficiencies from the system,"

So Dave set up a site, but to his dismay, the site produced a few inquiries but no significant responses."So I spent about four months checking out all the sites the mortgage lending publications said were productive." Dave said he found the good sites had good graphics that loaded fast and they were designed like electronic magazines with a table of contents on every page

"I realized our original site had way too much text and scrolling. It was kind of an ego trip for us. We had all kinds of background information we

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company sell loans. For example, the safest cities section lends itself to links with real estate agents in those areas who can help busy potential buyers find suitable homes.

#### **Browser Compatibility Issues**

As you might expect, people who aren't using the latest hardware to surf the Internet are also usually not using the latest Internet browser. This happens for lots of reasons. For example, if the latest browser requires Windows 95, and the user's machine won't run Windows 95, then they're going to be forced to use a browser that's not as up-to-date. The more up-to-date browsers allow Web page designers more options for doing "fancy" stuff.

In addition, there are browser wars going on, so incompatibility may be purposefully introduced between browsers made by two different manufacturers. Unfortunately, what's compatible and what isn't and what browser supports what features change all the time. You have a couple of options for dealing with this challenge. You can write two (or more) versions of your site and then query users as to which version of which browser they have before you send the pages (and this can be automated). The easiest thing to do is to stay behind the technology a year or maybe even two years, so you can be assured your page will be visible by almost anyone who comes to your site.

#### Make It So That Visitors Can Order or Make Inquiries On-line

If you're offering something for sale or expect visitors to contact you, create ways for them to do so on-line. Most people who run Web sites have several telephone lines as do many businesses, so it's easy to forget that the average person has a single phone line. If they're visiting your site, that phone line is already in use. So if you offer a toll-free number or a fax service, your average visitor will have to get off-line to contact you. That means either getting off-line right then to call or leaving the computer to find a paper and pencil to make a note of your product, company, and telephone number

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thought people would be interested in-but they weren't. We didn't know our audience," Dave added.

But Dave found out about his audience. He discovered that those who visited his site were Generation X-ers, ages twenty-five to thirty-five, college educated, earning \$65,000 to \$75,000 annually. So Dave asked himself, "What is it about Generation X that's important?" and looked to demographic studies for the answer." I found sources that said Generation X is a bright group that doesn't want to work forever for a single company. They don't like waiting, tend to be independent, hate glitz and gimmicks, and don't like to be pushed into decisions. Also, they're often first-time home buyers and the majority of first-time home buyers are in California, where we are.

"We wanted to stay away from the markets the banks were after and focus on special-needs people like first-time home buyers, because that's where we felt we had a shot at developing business. In niche marketing, the Internet levels the playing field," he added.

Once Dave had a definition of his audience and research to guide him in overhauling the site, he decided to cut down the amount of text by eliminating it or dividing it into sections. In addition, he included specific information important to first-time home buyers, like the "safest cities" section. And he determined that interesting, high-quality graphics that loaded fast were important. Those graphics, he decided, were the only way he could communicate that Pacific Partners is a top-quality company people can trust.

So Dave contacted a friend who had a graphics studio and expressed his desire for good graphic design without compromising navigation speed and his idea for the "magazine" approach. Dave defined the magazine approach as the ability to get quickly to an index from anywhere on the site in order to go directly to the topic of interest. He also wanted visitors to be able to fill out a short, preapproval loan form right on the site, send it in instantly, and get an answer back within twenty-four hours. But Dave specifically determined to avoid cute animation or any other "fun" stuff that doesn't get customers closer to getting a loan.

The new site was a success right away. Dave said Pacific Partners gets three to five requests a day for loan preapprovals that convert into about one new loan a week. Four to five extra loans a month, without the overhead of paying sales commissions, is "gold," Dave added.

As for the future. Dave plans to leverage his site to produce even more business by developing relationships with professionals who can help his

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and trying to remember to call later. Either way, you risk losing that

The best answer is to allow customers to fill out a short form online that you can process the next business day. Be sure to follow up so their effort in providing you with information is rewarded and if there's an order, be sure to confirm the order. Some sites provide a frequentlyasked-questions (FAO, pronounced "fak") section to handle the most common inquiries, and this is an excellent idea. However, we've been told over and over in interviews that visitors will make a couple of email inquiries before they actually order just so they can feel comfortable that real people are on the other end. So expect inquiries that may have already been answered in the FAO or are just trivial questions, but answer all such e-mail questions promptly and courteously.

If you can't let visitors order on-line because you can't take credit cards or you want to use the personal touch of one-to-one telephone communication, let visitors give you their contact information and times when they're available as an additional option to calling a tollfree number. Then you can make a personal call to them at their convenience or send them materials by using regular mail (or "snail mail," as it's known on the Internet). Be sure to print on the outside of the mail piece or say in the beginning of the conversation that your followup is due to a request they made on your Web site. And be prepared to remind them of what the product or service is that you're offering.

#### Practical Tips

Fust as we've tried to stay in the mainstream on design considerations, we're also limiting ourselves to the presentation of the most standard practical tips for Web site construction. These have to do with tips that will help you make your pages load faster, how to maximize your use of graphics when you use them, and some ways to use color.

#### Make Your Site Load Faster

It's in your interest as a Web page builder to have a fast modem and be connected to the Internet via services that are also fast. So it's easy to forget that the average Joe probably has a modem that's less than

half the speed of yours and may be accessing the Internet from a service provider that adds lots of layers of processing to his connection, therefore slowing down the process even further. Hence, it's important to make your page as efficient as possible without sacrificing a professional and attractive appearance.

One of the most important considerations in building a Web site is to take into account the capability of your visitors. As we've said before, the biggest bottleneck in Internet performance from a surfer's viewpoint is the transmission speed of the page and not usually the ability to display the information once it arrives. The speed at which your page can be delivered to the visitor's computer is directly related to the size of your page and the speed of the connection.

The size of your page in bits is important because the larger your page, the more packets will be needed for transmission to your visitor. To give you an idea, we've captured a simple HTML document in an Internet browser with a heading and a couple of paragraphs of text as shown in Figure 7-4. This HTML code is 1 kilobyte (KB), which is the equivalent of 1024 bytes in size. At eight bits to a byte, that translates to 8,192 bits. At a modem speed of 36,600 bits per second (bps), even accounting for several hops, it's reasonable for this file to be delivered across the Internet in under a single second. To your visitor with a 36,600 bps (or 33.6 Kbps) modem it would seem as if the transmission were almost instantaneous.



FIGURE 7-4: Shown as it would be displayed by an Internet browser, this I KB HTML file would be delivered and displayed in under a second to a site visitor with a 33.6 Kbps modern.

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photos, her ISP was charging her over \$400 a month for disk space on the server, and it became obvious she needed to make her site advertiser supported in order for it to survive.

#### Use JPEG Instead of GIF for Photos

As we mentioned before, Internet browsers pretty much use two file formats for graphics, GIF and JPEG. Both formats offer compression, meaning the file is made smaller by squeezing it down and the browser unsqueezes it for display when it's received. However, one fact that is often lost on new Web page designers is that JPEG (which stands for Joint Photographic Experts Group) was created and optimized for use with images that have many mixed colors, like photographs. GIF was designed with images that have horizontal areas of the same color and will create a smaller image than JPEG on the same color graphics like logos, colored text stored as graphics, and cartoons.

The upshot is photographs are usually smaller in a JPEG format, while logos and other graphics with fields of a solid color are usually smaller when stored in the GIF file format. The difference can be significant—like four to five times the file size. Of course, we care about this because the smaller we can make our graphics, the faster they will load to our visitors.

#### Use a White Background

The default background color for a Web page, meaning the color that is displayed if you don't specifically state a color, is gray. While any HTML book or guide will tell you don't use that gray background, it's important to note that the wildly successful team of David Filo and Jerry Yang has used the default background on their well-known Yahoo search engine site for many years. The choice of this background doesn't appear to have hurt those guys. Yahoo has been designed so that anyone with any browser connected to the Internet at any speed can have a satisfying experience. It might be worthwhile to take another look at the Yahoo site with this in mind.

However, the next least obtrusive and fastest-loading color is white. (Some browers automatically switch a gray background to

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FIGURE 7-5: This GIF format image in color would take about fifteen seconds to load over the Internet to a visitor with a 36.6 Kbps modem (courtesy Corel Corporation).

However, if we added a graphic image like the one in Figure 7-5, then the HTML file would still be delivered almost instantaneously, but this image would take considerably longer. In a GIF format, this image of a red flower on a black background in 256 color resolution is 48 kilobytes (KB) in the size shown above. Using the same calculations we used for the HTML file, the flower image would be 393,216 bits. At 36.6 Kbps, it would take this file nearly 11 seconds for the modem to receive, and that doesn't count the additional time spent in transit for a larger file. More realistically, it could take abut fifteen seconds or so for this file to arrive at our visitor's PC. These estimates do not take into account any of the myriad of problems that could further slow transmission, such as other visitors requesting the same file or a high volume of traffic on the end the visitor is using.

As you can see, there are obvious advantages in making your site as compact as possible. In addition, it's important to take into account the space the files take on the server hosting your site. This is because space on most servers is sold in megabytes, usually in chunks of 5 to 10 MB each. The less space you use to store your site, the less you'll pay. Linda Hammer, who runs a site to reunite people called The Seeker (http://www.theseeker.com) found storage space to be a problem because of the large number of photos she scans in and posts on her site. While she was doing all she could to optimize the

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white for the user.) While some people get away with using other background colors, we want to warn you that most of the time the use of wild or complex backgrounds gives the site an amateurish, clumsy look. We recommend avoiding such backgrounds and sticking with white. It makes for a clean look and allows you some tricks with graphic images, which we'll explain next.

#### Transparent Graphics

Graphics are usually rectangles, as you can see in Figure 7-5. However, you can get that cool "transparent" look without a lot of trouble by simply changing the background color of the graphic to the background color of your Web page. If you use white, as we recommend, this works very well and often can be done without buying any graphics software. For example, we used Paint, the graphics program that comes with Windows 95, to change all the background color of the graphic shown in Figure 7-5 to white, as you can see in Figure 7-6. Since the background of our printed page is white, we get the effect of having a transparent background.

If you have a graphics program such as Adobe *Photoshop* or Corel *Photo-Paint* (which comes with *CorelDRAW*) you can make a transparent background for your image by specifying a color of your choice as the background color. When the Web browser displays

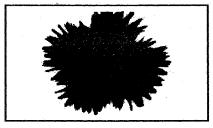


FIGURE 7-6: A white background color against a white page creates the illusion of transparency. Compare with Figure 7-5.

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your image on the page, it will not display the background color, and so the image appears to have a transparent background. This is important on pages where you have a more complex background and want a more elegant look.

#### Resolution

In graphic imaging terms, resolution refers to the number of individual "picture elements" (pixels) per inch that make up an image. While pixels don't necessarily translate on a one-to-one basis to the term "dots" used in the popular measurement "dots per inch" (dpi), it works for our purposes here for you to think of it that way. Most scanners will scan images at 300 x 300 dpi, but that is much higher resolution than is necessary for reproducing an image good enough for the average viewer. For example, most newspapers use photographs scanned at 75 x 75 dpi.

Obviously, the higher the dpi, the larger the file image becomes, but the sharper the image will look. For the purpose of transmitting images on the Internet, the lower the resolution the better, since smaller images transmit faster. While high-resolution images of 1200 x 1200 dpi make for great National Geographic-type photos, unless the audience you're aiming at has the money to spend for a monitor that will display an image of that quality, you're simply wasting your time and money to provide that level of resolution, not to mention the time of the people waiting to see the image. But you lose resolution as the image is scanned and reproduced, so you want to start with images that are not blurred or cluttered, but are as high quality as possible.

It's also important to note that Internet browsers will display images you create about two and a half times larger than the size of the image if you were to print it. Consequently, you'll want to create images significantly smaller than the size you want your visitors to see. As anyone in the printing business will tell you, reducing an image makes it sharper. This means you can use lower-resolution images. You can also cut down transfer time by choosing the number and type of colors used to display the image, as you'll see next.

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Another way to make graphic images smaller so they load faster is to reduce the number of colors in an image. Most programs designed for modifying graphical images allow for a choice in the number of colors the image is saved in. For example, an image saved in 16 colors will be smaller in size than the same image saved in 256 colors or

Another problem with color on the Internet is getting images to display the same way on everyone's computer. Since different people are likely to have monitors capable of displaying varying colors and since browsers also have varying ways of displaying color, you can end up with a site that looks great to you, but awful to someone visiting.

The culprit is "dithering." The way a computer display gets around displaying a color that it doesn't have available is to mix the color itself. Screen displays are made of pixels, so if the computer display doesn't have the shade of green that your site uses it may try to create it by mixing a few pixels of another color into the green it does have. This process, called dithering, works okay if the pixels are small enough, but chances are if the computer display doesn't have the color available, it's a less expensive display, meaning it also has large pixels. The combination of dithering and large pixel size makes for colors that look pretty crummy. To further complicate things, Intelbased PCs and Macintosh machines dither colors differently.

The answer is to avoid dithered colors, and fortunately there are sites on the Net that will help you with this. If you use "dithered colors" or "dithering" as a keyword in the search engines, you'll find there's always someone who is discussing this topic on his or her Web site. Usually these folks are pretty credible. For example, Netscape Communications has addressed dithering on its site.

#### Make Changing Information Text, Not Graphics

Internet browsers have a type style they use to display all incoming text. If you want the text to look different than the "default" type style,

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you must make the text into a graphic, then display the graphic as you would any other picture. If you have information on your site that changes frequently, the extra step of converting text into graphics will become quite painful in a short time. One of the most common things that occurs in trying to quickly convert text to graphic images is the introduction of spelling and grammar errors that often require repetition of the process to correct the error. A smarter way to handle this is to create an attractive setting for changing content by surrounding it by interesting graphics but leaving your text as text. This way, changes to the information on your site can be accomplished rapidly.

There is much more information on the subject of Web page creation available on the Internet and from third-party sources. This information is intended to be a springboard from which you can launch into intelligent appreciation of the information you'll find out there. We would encourage you to use the search engines employing keywords like "web page design" and HTML to find the latest information on what's happening.

While you're creating your Web site, you'll want to get the paperwork started for your domain name. That information is next.



Qusan Eshelman's interest in marketing art led eventually to the start of the on-line business, Art Vision International (AVI). Her quest began when she herself was an artist struggling to find buyers for her own art. In marketing her work, which she as a Muslim describes as "art of a spiritual nature for the ceremonial market," Susan and her husband drove around the U.S. to find galleries and dealers who would carry her art. After keeping at it for some time, Susan said she found she had a distribution network her

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artist friends admired and eventually began representing them as well. AVI grew out of her representation of other artists.

Susan watched the Internet become a graphical environment, and she could see that the banking industry was committed to spending millions on the Net. "We knew the medium would turn into a good marketplace," she said. So Susan and her husband went to a "techie," described what they wanted, and asked what it would cost. They were stunned to get a six-figure estimate but decided to start anyway, feeding the venture as it went along.

Susan said the development started in February 1995, the site went up by October of that year, went through a testing stage, then they officially launched the AVI site in March 1996. "During the test-marketing period, we invited a select group of people to use the site so we could test it with different browsers, measure download times, and really look at issues of speed and image quality," Susan said.

They aimed at new artists looking for exposure, but Susan said, "Selling five-hundred-dollar application fees to starving artists was 'challenging.'" To help new clients, they put together a how-to guide to explain what was required in terms of how to get art photographed and ready for placement on the Web site. Then they hopped in the car and "beat the bushes" to attract artists. Susan said sometimes they'd stop in a town, find an art gallery, and ask the owner, "Who lives here that's good?" Now they have artists coming to them, but in the beginning Susan said it was difficult because the \$500 fee didn't even cover their costs.

In dealing with buyers, Susan said they discovered that the corporate market is interested in high-quality art as an investment but does not like to spend a lot of money paying agents to find art. Consequently, there's often a single individual acting as the corporate collection agent responsible for art acquisitions. Susan says she tries to help those corporate buyers find what they're looking for, even if AVI doesn't have it. "Let's say a buyer comes to us saying, 'We're looking for pieces of alabaster sculpture.' Even if we don't make a commission on that sale, if we help the agent find what he or she is looking for, we become the important point of contact for that corporate agent," Susan added. On occasion, AVI has put together a private gallery for a specific buyer on the Net and allowed them to surf it at their leisure. "Like any other retail business-good personal customer service is necessary," Susan maintains.

While Susan said the initial six-figure estimate for building the site

seemed high, she now estimates she has spent well over a million dollars in time as well as money on the AVI Web page. "This puts us in between the big commercial sites and the little individual homepages. We may be spending more than other galleries, but we want to be the most prominent and best gallery on the block," she added.

Susan said the Internet allows her to live and work from her home on an island. She uses a ferry to come and go from the mainland. AVI allows her to bring to bear what she considers her best talent, which she discovered by reading the ferry bulletin board. "Someone would have an ad saying they need a refrigerator and I'd see another ad for a refrigerator for sale. Or someone put up an ad for a lost a gray cat and I'd see another ad for someone who found a gray cat. I used to call those people and put them together. Now I do that on the Internet," she guipped.

According to Susan, more businesses fail on the Net because they can't manage the flow of contact from the world outside their Web site. She says she answers over one thousand e-mails a day. Of necessity, she has automated many of her answers to standard e-mail inquiries. "We just are snowed in always by e-mail."

One of the things that Susan believes has helped AVI is that she's been able to get "super" professional people to come work for her because they want to live on the island. "People are leaving the big eastern cities, and we can get them to work for us for less. We also get pregnant women and new mothers. Many of our pages were designed by a programmer who was home nursing a child. I see people who want to build a successful business but are not willing to do deals and bargain and cut-rate fees. We couldn't afford to build this business in Montreal."

Susan said it takes a lot of skills to make a business on the Internet happen. But her advice to those starting out is to always keep your eye on the primary ball. "In our case, it's selling fine art. If you diversify too much, you forget why you're in business."

As for the future, Susan is aiming at expanding via affiliate galleries. "One of the remarkable parts of the unfolding of AVI was we came to the attention of other professional art brokers around the world. We had a couple come along who wanted to buy the business and we said, 'You can't buy the business—we're just building it.' So we sold them a franchise. We did the programming for them and they gather the artists and make the lion's share of the commission on sales." AVI now has affiliate galleries in Latin America,

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Spain, Vietnam, Ireland, Singapore, and Australia and is expecting more countries to be represented in the future

#### **Domain Names**

domain name is an Internet address made up of letters instead of  $oldsymbol{\Lambda}$  the cryptic IP address numbers that computers use to contact each other in cyberspace. A good domain name is easy to remember and has something to do with your business. For example, the domain name for Putnam, who is the publisher of this book, is www.putnam.com and its IP address is 192.251.67.92. While you can use the IP address as a URL to direct your browser to Putnam's site, it's much easier to remember the domain name.

The InterNIC Registration Service physically located at Network Solutions in Herndon, Virginia, assigns IP addresses and domain names based on an application and payment of a fee. (You'll remember Network Solutions is a cooperative effort of the National Science Foundation and AT&T.) However, you can visit there on the Internet to get application forms and other information at http://www.internic.net. Currently, domain name registration is \$70 for two years. then \$35 a year for each year after that, due on the anniversary date that your domain name was assigned.\*

Domain names follow certain conventions. For example, a domain name of a business for profit will end in the three-character extension .com for commercial. A table of common extensions for the United States follows. (There are more extensions for domain names than these, but these are the most common.)

While you and your visitors can use the URL provided by your ISP, you probably want the more professional look of your own "virtual" domain name so it looks like this: www.yoursite.com. You can get your own domain name by applying to the InterNIC via fax, e-mail, or regular mail (also known as "snail mail")-or your ISP can do it for

\*Those who registered domain names on or before March 31, 1998, paid \$100 for two years and must pay \$50 a year starting the third year to keep their domain names. Starting April 1, 1998, the fees for new domain name registrations were reduced to \$70 for the first two years and \$35 a year

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## EXTENSION CONVENTIONAL USE commercial organizations nonprofit organizations Web servers and Internet maintenance sites (Your ISP may have a .net extension instead of .com) educational institutions like universities government sites local government sites such as county courthouses, state-run libraries, and state legislatures

you. The advantage of having your ISP do the application is that a domain name requires a unique IP address and the InterNIC is becoming increasingly reluctant to hand out these unique numbers. The number of IP addresses available in the current format is about four billion, but at the present rate of Internet growth, the InterNIC has already expressed concern it may run out of IP addresses. Your ISP probably already got a block of IP addresses just for the purpose of providing domain names to business clients, so that all that needs to be done is to request a unique domain name assignment to that IP address. Some ISPs charge extra for this and others will do it without an additional charge, so check with your ISP to see what its policy is on domain name registration.

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TIP While it's advantageous to you to have your ISP register your domain name for you, we recommend you make sure you get the domain name registered in your name, rather than having it registered to your ISP. If the domain name is considered yours, then if you change ISPs, you simply submit a modified application to the Inter-NIC with the new ISP and IP information and your domain name remains unchanged. Your visitors will never know you moved.

#### Find a Unique Domain Name

The InterNIC has a service that allows you to test the domain names you've chosen to see if anyone else has the name, and if so, who it is. The service is called WHOIS. This allows you to see if the domain name you have in mind is taken. However, to be on the safe side, don't publish the name you've chosen until you receive confirmation from the InterNIC. Names are given out on a first-come, first-served basis, and someone might have beaten you to the domain name you registered.

You should also be aware that while the standard format for domain names is www.yourbusiness.com, you don't have to use the www. You can have a domain name that is just yourbusiness.com minus the www part. The www part stands for World Wide Web, which in the early days of the Internet was the hot spot because it was the "graphical" portion of the Internet where visitors could see pictures. Now

TIP If you are from outside the U.S. or are registering a domain name with the .gov extension for a U.S. government agency, the InterNIC doesn't handle your request. For example, Canadian domain names are handled by CA Domain. However, the InterNIC has references to the various domain name registries worldwide for each country or situation at its homepage, so that's still the place to start.

the entire Internet is graphical, so all that remains of the meaning of www is its connotation for being just a little better, and that is even slipping away. This gives you additional options for a domain name.

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You can also have several domain names, but each one is billed separately and treated separately. Also, if you'd like to change your domain name, that's the same as requesting a new name as far as the Inter-NIC is concerned.

#### InterNIC Domain Name Application Tips

We've provided a sample of an InterNIC domain name registration application in the appendix. There is a separate instruction document available with the application at the InterNIC site to help you fill out the application, and most of the material the form asks for is not difficult to provide. The only areas where you need to have information available to you before you start the application are for the Primary and Secondary Name Server questions.

ISPs are expected to have two computers connected to the Internet so that one is a backup in case the other goes down. These are the primary (or active) and secondary name servers. This is where the domain name service (DNS) will point any visitors who want to view your site. Your ISP will have the domain names and IP addressses of its primary and secondary servers, so you'll need to ask for that information. In addition, the InterNIC will verify the registration with your ISP, so make sure you've checked with the ISP first before you apply for a domain name.

TIP You may want to start your domain name application after the planning stages for your site but before you build. Registration can be accomplished in a twenty-four-hour period, but if a problem arises, it can take much longer. If you give yourself some time, you can be working on your site while the paperwork is in motion.

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## Promoting Your Site

Advertising is what you do when you can't go see somebody. That's all it is.

-Fairfax Cone,

advertising executive quoted in Christian Science Monitor, March 20, 1963





Promoting your site on the Internet is critical to its success. As Bruce Clay said from the case study in the introduction, "Building a Web site is like putting up a billboard in your basement-no one

To make your site a success, you have to get people to visit, and that's what this chapter is all about.

Because of the nature of the Internet, you can do as much within your site to promote it as you can do through channels outside your site. We'll take a look at the main ways to promote a Web site including the use of search engines, reciprocal links, banner ads, sponsorship, advertising, and awards.

#### Search Engines

Tearch engines are the Yellow Pages of the Internet. The concept was born out of the need to find sites in the ever-changing, con-

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#### Conclusion

In this chapter we've given you the basic information you need to start building your own Web site. Starting with the procedure for putting together a site, we've talked about the mechanics involved, the tools you need, design considerations, practical tips including how to make your site load faster, and information on how to register your domain name. This information is intended to be a springboard. We'd encourage you to check on the Internet for additional information and ideas for your Web page. There are resources in the appendix of magazines and material to help you do just that, and we'd encourage you to use the search engines as well to look for topics we've discussed in this chapter.

The next chapter focuses on promoting your site. While we needed a separate chapter to cover this topic, we'd encourage you to read it before you build your Web pages. As we've said, it's important to take into consideration how you intend to promote your site before you build it. You'll find information on how to promote your site in the next chapter that will also influence the mechanics of how you build it.

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stantly moving world of cyberspace. Over 71 percent of frequent Web users surveyed said they use search engines first to find sites, according to a CommerceNet/Nielsen study.1 Estimates as to the number of search engines in cyberspace run in the hundreds, but there are about a dozen popular search engines such as Yahoo, Alta Vista, Web Crawler, Excite, Infoseek, Lycos, and Deja News. We list a number of these engines in the appendix.

Search engines get listings for sites in one of two ways. Some, like Alta Vista, send out "spiders" or "robots" (also known as "bots") that scour the Internet indexing Web pages based on keywords. Others allow people to submit their site for listing themselves. Some do both. Yahoo, one of the most popular search engines, has real people looking over potential listings submitted by Web sites. In an attempt to give visitors the best shot at the site that is most likely to match what they're looking for, search engines "rank" sites, then display the sites to the visitor in the order of ranking.

From the viewpoint of someone promoting a Web site, there are two issues with search engines. One is getting the site listed and the other is improving the site's ranking. While spiders and bots will eventually find and index your site in some search engines, like Alta Vista, the proactive approach brings much better results.

While you're building your site, you should prepare to list the site with the search engines. There are several ways to do this, all of which require you to state the purpose of your site in one or two sentences. These sentences should contain keywords you believe will attract the visitors you want to come to your site. We'll discuss how to use these keywords and phrases in the following two sections: META tags and Submitting Your Site to Search Engines.

#### Using META Tags

To understand the advantage of using META tags, you have to know a little about how automated search programs such as spiders, crawlers, and bots work. (Since spiders, crawlers, and bots work alike, we'll just

<sup>1</sup>Media Internet Demographics and Electronic Commerce Survey, CommerceNet/Nielsen (Spring 1997): http://www.commerce.net.

So let's say you're selling custom skateboards in San Diego. If you didn't have the words "custom," "skateboard," and "San Diego" in the first paragraph of your site, then no one will be able to find your site using those keywords. What's worse is if you start your site by displaying a graphic image, then the search engine may display HTML code as a description of your site.

You are not at the mercy of the spider, however. A feature of HTML, called the META tag, lets you tell the spider what keywords and descriptive words you'd like to be used in indexing your site in the search engine. So, one of the most important things you can do to promote your site is use META tags in its development. "Meta" is a prefix meaning "about," so a META tag is an indicator as to what the site is about for the purpose of indexing. Tags are commands in HTML that provide the Internet browser information such as how to display the HTML document. You'll recognize tags in HTML code as they are set apart by brackets (<>).

Besides allowing you to set the keywords and description used for your site, META tags also allow you the freedom to talk to visiting spiders without the straitiacket of having to jam all the important keywords into your first paragraph. And META tags aren't displayed to other visitors, so they don't mess up the appearance of your site.

In determining your META tags, keep the terms you use as specific and descriptive as possible. Also, avoid hype such as "best site on the Net" or "world's greatest," as it appears amateurish. This is where knowing your audience will help, because you want to use terms that will appeal to the types of people you seek to attract. DFNDT0004552

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der, and to specialty gift shops. Then they managed to get their canes into gift shops in locations such as Disney World, the Ritz Carlton in Boston, and some Marriott Hotels.

The couple recounts what happened when they approached one of the first specialty stores to carry the canes. Bob was still making the canes by himself. The store buyer, after looking at their products, said the canes might sell, but the store could only start with a few, like about 250, and they'd like to have them in thirty days. Penny said she was speechless, but Bob agreed and in thirty days they managed to fill the order!

It was Bob's son who came up with the idea of a Web site and introduced Bob to a friend who did Web page development professionally. Bob provided the Web page designer with photos and artwork used to make the Harris Company brochure. However, Bob says the Web site is not just a copy of the brochure but a reworking of the same images in a way that works for the Internet.

Once the Web site had been developed, Penny went to work writing a one-page story about how the couple got started and sent it, along with the company's URL, to newspapers and magazines. The result has been a number of articles in papers such as the Boston Globe, the Fort Lauderdale, Florida, Sun-Sentinel, and nationally distributed Guideposts magazine. The response from this publicity has been nearly overwhelming, Bob said.

Bob is taking promotion of the site on the Internet one step at a time. He said that before they even pursued submitting the site to search engines, some search engines had it already listed. He and Penny still depend heavily on their Web page designer and ISP for help in answering their e-mail and confirming on-line orders. But as the pace picks up, Bob says he'll get the hang of doing it himself.

## Submitting Your Web Site to Search Engines

The work you do in developing META tags can also be used in submitting your Web site to search engines who accept submissions. Some search engines will ask you to choose a category or two at their site that you think your URL best fits (where you think your URL should be listed). You can find search engines to which to submit your URL by looking in the search engines themselves. Once you find

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We took a look at the META tags from the Harris Company, which sells walking sticks on the Internet. Like all Web sites, this one is subject to change, but at the time we visited, Figure 8-1 shows the META tags we found. Note that META tags should be immediately after the <HTML> and <HEAD> tags, but before any other significant text.

<HTML>

<HEAD>

<TITLE>Walking Sticks</TITLE>

<META NAME="description" content="Harris Company is a purveyor of</p> fine crafted walking sticks. Our extensive line of walking sticks includes sticks crafted in our own workshop as well as handsome sticks imported from specialty manufacturers around the world.">

<META NAME="keywords" content="walking sticks fashion cane walking

FIGURE 8-1: The Harris Company's META tags (courtesy the Harris Company).



**B**ob Harris was a retired women's shoe designer when his wife, Penny, needed hip-replacement surgery in 1992. Depressed by the metal crutches and the constant inquiries into her condition, Bob made Penny a decorated set of crutches and a beautiful customized cane to cheer her up. Penny said unwanted sympathy turned into interest and smiles from people who saw her attractive and unusual cane. The interest turned into cash when those same people wanted to buy similar canes.

So the couple went into business. Bob made the canes, and Penny did the public relations. Together, the couple sold canes by special order, mail or-

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a search engine you want to submit your URL to, look for terms like "How to suggest a URL," "add URL," "add/remove URL," "add a listing," or "submit new URL." Most search engines have instructions for how to make submissions.

Don't try to come up with the description of your site on the spot. Make sure you have selected and prepared your title, keywords, and description before making your submission. Again, avoid overstatement or exaggeration, as the best search engines have actual people doing the indexing and those people hate hype. Pick what is unique or different about your site and explain that.

There are also services that will submit your URL to search engines for you and help you develop your title, keywords, and descrip-

TIP Different search engines have different rules about how many characters can be in the description. Some allow fewer than 50 words, others allow 1,024 characters. Your best bet is to make your first 40 to 50 words pack the most punch so that the most important part of your description will make it in no matter which search engine you submit it to.

tion. (This is still easier if you provide them with something to start from.) These Web announcement services include companies such as Submit It! and PostMaster2. Some ISPs will provide search engine submission as part of their services as well.

If you want to do submission yourself, Submit It! offers help including a list of search engines and advice. There are also software programs that perform a similar function and allow you to use your Internet access to make the submissions. Most software programs for Web announcement are priced between \$100 and \$200. The least expensive way to go is to do it yourself, and the most expensive way is to go with a service. What you decide to do has a lot to do with how much time and money you have to spend on promoting your site.

One way to draw visitors to your site is to create separate pages for various subtopics within the site. Some search engines will then index these pages individually, which allows for several references to

#### Improve Your Site's Ranking

The next hottest topic in getting listed with search engines is site ranking. As we mentioned earlier, search engines prioritize sites based on a set of criteria, then display the sites in the ranking order. In doing a search, the majority of Web surfers look at the first twenty sites listed, which is usually the first two pages of the listings brought up by the search engine. This makes your site's ranking important in attracting visitors. Being in the top twenty is good, in the top ten is better, the top five is best, and number one is outstanding.

Search engine ranking is so important, services have sprung up that do nothing but track site rankings for customers, like Position-Agent, owned now by Submit It! There are also consultants who, among other things, help sites improve their ranking, such as Bruce Clay of @bruceclay.com and Danny Sullivan of Search Engine Watch.

The best way to understand how to improve your ranking with search engines is to get a glimpse of how search engines work. In general, search engines "weigh" characteristics of the words in Web pages in order to rank them. For example, the words in the title of a page will be weighted heavier than other words found on a page. Words in the headline and in the first few paragraphs tend to be weighted heavier than other words. Significant words that are repeated throughout the page are weighted heavier than other words.

But the various search engines place importance on a variety of other factors, which is what makes each search engine different. For example, Web Crawler weighs pages with a large number of links more heavily than other pages. Some search engines will index individual pages at a site, while other engines will not. If a search engine also writes reviews of sites, a reviewed site may get a higher ranking than a site that hasn't been reviewed. HotBot and Infoseek do place more weight on pages with keywords in their META tags. However, Excite ignores META tags.

Due to such differences in Web sites, there is no magic formula

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not see all these repeating words when the page is displayed, but spiders visiting the page will pick up the words. (You can see the words if you view the HTML code that makes up the page.) One of the give-aways to this practice is to find pages on a site that appear to have large portions of blank space. Search engines are wise to this tactic, and the better engines program their spiders to ignore long strings of the same word over and over.

Some sites, in the hope of gaining additional listings, spam the search engines. As we've mentioned before, spamming in any form is considered unethical behavior. The term "spamming the index" refers to the practice of submitting a large number of pages over and over in hopes of obtaining more listings in the search engine's index.

A couple of important things concerning these practices are worth noting. First, there are no secrets on the Internet. Those who participate in unethical activity have a trail of records following them as surely as if they had written their actions down on paper and sent copies by registered mail to all the parties involved. Second, while Web site developers may see a search engine as a promotional tool, those who run the search engines do not. From the point of view of the people running search engines, practices such as entering false keywords, spoofing, and spamming the index reduce the value of their search engine to the public. Search engine developers have said that if the public starts to view their search engines as no more than promotional tools for unethical businesses, the public will stop using them and the value of the search engine will be lost.

Like any other Web site, search engines can choose who and what will be allowed in the index. Increasingly, search engines have said they have limited the listings or even removed URLs to sites that persist in violating standards for conduct in competing for rank in the index. In addition, visitor complaints are encouraged and acted upon, so "tricking" visitors can work against getting a favorable listing as well. Since it's in the interest of every site to be listed in every search engine, maintaining the cooperation of each search engine is an important consideration.

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for improving your ranking with every search engine. However, there are several things you can do to help your position. One we already mentioned is to use META tags. The other is to make sure your site has your keywords in the title and the opening few paragraphs.

Search engines that have people looking at the sites to rank them also look at the quality of the content, the appearance of the site, the cleverness of the site, and pretty much the same stuff you would if you were ranking sites by hand. But the automated portion of search engine ranking is important as your site may not be seen by the people doing ranking if it isn't found correctly by spiders and bots. So you need to take the automated factors of site ranking into consideration when developing your site.

#### Unethical Practices

While we make it a practice to avoid talking about unethical tactics in business or other areas, there are some tactics used in an attempt to boost search engine ratings that you should know about. We're telling you about them for two reasons. One, these practices will help you understand how search engines work. Two, it doesn't take much thinking to come up with some of these practices, and it's possible that some of you reading this book would inadvertently put yourself in a painful position by forgetting that you're dealing with people and not just machines. The next few paragraphs outline the most common unethical practices.

Placing terms in META tags that have nothing to do with the site is considered unethical behavior. Some people do this in the hope that someone looking for those search terms will surf by and love the site even though it wasn't what they were looking for. Some sites have gone as far as to put a competitor's name in their META tag so their site will be listed whenever anyone does a search using the competitor's name as a keyword. (This practice can get you into a courtroom.)

"Spoofing" is also considered unethical. Spoofing is the practice of repeating a keyword over and over again on a site without its having any meaning. Sometimes the text containing the repeating word is the same color as the background of the page so the site visitor can-

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Cott Banister struck out twice before he found a business he could make work. As a freshman in computer science at the University of Illinois in 1995, he wanted to start a lifetime e-mail address service for the Internet as well as an Internet public-relations firm. Both businesses eventually failed.

But another project Scott was doing on the side blossomed. He wrote a piece of software designed to automate submission of his two other business sites to search engines on the Internet. The software would record where the sites had already been submitted, uncover other search engines and directories where his sites should be listed, and make the submission appear as though it was done by hand. Scott called the software Submit Itl and created a site on the university server where other people could use the service without charge. Submit Itl did something anyone could do themselves using a pen and paper, but Scott said he was short on time and there was nothing else like it available.

Submit It! became popular in a hurry. "I moved it off the university server before they got a chance to get annoyed," Scott said wryly, explaining why he transitioned Submit It! to an advertiser-supported service.

While Submit It! was self-supporting through sponsors, Scott began receiving requests from users who wanted a commercial service to provide them with the technical support to get their sites placed on search engines and a fuller set of features. The demand became a little overwhelming, and Scott knew he needed help. "I had nerve-racking floods of e-mail coming at me. I went commercial as fast as I could before this thing exploded in my face." He found his answer in a company called Webpost, run by Bill Younker in Boston, who was offering a similar service targeted at ISPs.

The marriage of Submit Itl and Webpost solved both companies' problems. Webpost had resources and experienced people who understood

building software products, but they needed a robust, commercial service. Scott had a brand and lots of ideas. "We made a really nice team," Scott said. He became Vice President of Technology in the new organization, which adopted the Submit Itl name.

"I never finished my college degree," Scott said. Once he made the deal with Webpost, he realized he could go anywhere he wanted to, so he started looking. He chose Palo Alto, California, because it's near Stanford University where he liked the atmosphere and the people.

Scott says his goal with Submit It! is to be a "credible, real company in this space." To that end, Submit It! still provides free advice and resources to those starting out. At the site, there are sections to explain how to make submissions and a list of URLs for the most popular search engines.

Submission can turn into a war between the Webmaster and the search engine, Scott said. Part of his advice to those who want to be listed with search engines is to "think a little more narrowly by thinking of particular things someone would look for if he or she wanted to find your site, then use those keywords in your META tags."

Submit It's biggest advantage is the size of its knowledge base, Scott said. The service has hundreds of directories and search engines categorized, reviewed, and integrated. "The directories and search engines come to us to be included because we're so well known. Our competitors have to find these directories as they pop up."

Competition in Scott's world is fierce, but Scott is liked and respected on the Internet. "We try not to be obnoxious or engage in spamming." Scott said. He added that his competitors have sent out spiders to grab all the addresses, whereas Submit It! is linked to other sites (which number in the tens of thousands), then sends out bulk e-mail to the Webmasters of those sites trying to gain links to their own submission services. "Our linkees think those other services are underhanded. Most of our competitors have spammed the Net at one point or another."

Scott encourages those who want to start a business on the Internet. "Go ahead and jump in and do it. If you fail a few times, it's a good learning experience for the next time around."

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other sites whose topics draw potential customers, but right now companies who advertise on the Web usually have their own sites as well. Many reciprocal links are accomplished using banner ads, which is another important way to build traffic that we will talk about next.

## Banner Ads

A banner ad is advertising, usually in the form of a rectangular-shaped graphics image in the GIF file format, that forms a graphical link to another site. These ads are often displayed across the top of a Web page like a banner—hence the term banner ad. The graphic for the banner ad is often stored on the server of another site, either a public-relations agency or the server of the site to which the banner refers.

The idea behind a banner ad is to get the user to click on it. To this end, banner ads include text, graphics, animation, sound, and even video. Obviously, it's in the interest of the advertiser to have a simple banner ad that will load to the visitor as soon as possible. But as more people on the Internet get faster access, the larger file formats of sound and video are sure to become more commonplace features of banner ads.

Banner ads come in a number of shapes, although groups on the Internet, such as the Internet Advertising Bureau (IAB) are attempting to set standards for banners. Banner ads are measured both in pixels and in file size. Because Web pages are based on placement of elements, the size of the banner ad is an important consideration for the site builders and is usually determined by the site that will display the ad. For example, the popular banner ad exchange company LinkExchange specified that banner ads for its members should be 400 pixels long by 40 pixels wide. Lycos at one time set full-size banner ads to the IAB standard of 468 pixels long by 60 pixels wide and limited the file size of the GIF to 7.5 KB.

## Targeting Banner Ads

Many sites rotate banner ads so that the same visitor loading the page twice in five minutes would see two different ads. Other sites target

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#### Reciprocal Links

Linking to other sites in exchange for their linking to your site is Lanother way to promote your site on the Internet. A link is a reference on one site to another site that can be accessed directly by clicking on colored and underlined text or a graphic. The way to set up such-links is to contact the Webmaster or owner of the site you'd like to be linked to to establish reciprocity. Some sites don't care if you reciprocate with a link to their site. They simply link to sites they think will be of value to their visitors. Reciprocal linking was more effective than advertising for John Wells of Netstores, who found customers by creating reciprocal links to movie fan sites for his Movie Madness site.

However, reciprocal linking has the disadvantage of being a constant maintenance problem. To keep your site up-to-date, you always want to be sure the links you have on your site are still valid. In the constantly and instantly changing world of the Internet, links change frequently and without notice. For your visitors, dead-end links are a signal that your site is being neglected and that discourages repeat visits. To keep links up-to-date you have to either frequently test the links yourself or use a service such as NetMind (http://www.netmind.com) to check the links for you and notify you if one has changed.

Some advertiser-supported sites consider reciprocal linking, or any kind of linking, to be a disadvantage because it draws visitors away to other sites. These sites feel they do advertisers a disservice by sending visitors elsewhere, even if it might benefit the visitor to know about another site. Other advertiser-supported site owners feel visitors benefit and therefore will come back more often to a site that provides them with what they're looking for. Search engines operate on that premise, even though most of them are advertiser supported. If the advertiser has a site of its own, the advertiser may want a link to its site. If the advertiser provides links to other sites, then a potential exists for visitors to be still further drawn away from your site.

Since good content is what keeps visitors coming back, the majority of advertiser-supported sites do provide links, especially reciprocal ones. There is speculation that companies will at some point find it prudent to avoid creating sites of their own and simply advertise with

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different banner ads to different visitors who have typed a certain search word, clicked on a certain topic, or are from a certain area of the U.S. or the world.

Targeting banner ads is also made possible via HTTP Cookies. A feature of certain browsers such as Netscape, cookies allow a site to place information into a special text file on the visitor's hard disk drive. Appropriately named COOKIE.TXT, this file allows sites to gather information about each visitor and have access to that information again each time the visitor comes back to the site. Such information could include the visitor's interests, his or her contact information, the date of the last visit, other sites the visitor has gone to, a password so that the visitor doesn't have to reenter it, and so on. The more cookies the visitor gathers from surfing sites on the Internet, the larger the cookie file on the user's hard disk drive. Some Web surfers resent the intrusion of privacy involved in the use of cookies and the use of their hard disk space. Because of this, most browsers allow the option of either notifying the user if a cookie has been sent or disallowing cookies altogether.

#### Free Banner Ads

There are several services on the Internet that facilitate the exchange of banner ads between sites. These cooperative services are often without charge, and the best known is LinkExchange. Supported by advertisers or sponsors, LinkExchange and services like it will place member ads for free on sites that attract suitable visitors. They tack a small logo of their own (a link) onto each banner displayed. Sites wishing to be members get one of their banner ads displayed on other sites in exchange for displaying several ads from other member sites. The service keeps the banner ads from members on its own server so it controls the display of the ads and keeps a count. Many of the sites we interviewed mentioned LinkExchange and similar banner exchange services as a great source of help in promoting early traffic to their own sites.

#### Paying for Banner Ads

Another way for you to promote your site is to pay for your banner ads to be displayed on other sites, preferably sites with visitors who might have an interest in coming to your site. Banner advertising is sold on a pay-per-impression, pay-per-lead, pay-per-sale, and on a click-through basis. Sites with the highest number of page views, not just hits, get the most money per page impression for displaying banner ads. Sites with lower traffic get a smaller amount overall, but more per page impression, using the justification that theirs is a more targeted audience. As we've seen from case studies earlier in the book, the argument for charging more for a more targeted audience is a valid proposition. Then there's the pay-per-sale concept, which requires the advertiser to pay only if the visitor who clicks on the ad actually buys.

The most controversial type of banner ad pricing is paying on a click-through basis. The idea here is that you only pay if someone clicks on your banner. While this is strongly to your advantage, the site owner may see it as a disadvantage because you still get exposure whether or not anyone actually clicks on your banner. Also, if you have a poorly designed banner that no one is interested in, the site owner has no control over fixing it, and therefore is helpless to gain revenue from your ad. So, the bottom line is, if you can buy banner advertising on a click-through basis, this is the way to go. However, most professionals on the Web are discouraging sites from selling click-throughs, so a site that will make such a bargain may be hard to find.

The actual arrangements for buying banner ads vary all over the board. Expect to start out paying several hundred dollars a month for targeted banner ads based on page views.

#### Increasing Banner Ad Effectiveness

An effective banner ad gets higher click-through rates and more visitors to your site. So what makes a banner ad effective? The industry standard for a good banner ad is if 2 to 4 percent of visitors to a site click on it. A good banner ad loads quickly, is clear, and uses bright colors, good contrast, and print that is easy to see and read quickly. It

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through of 10 to 30 percent for its clients. The agency says it focuses on interactive polling, searching, and other direct-response activities within banner ads.

For example, IN2 created a drop-down banner for iVillage's Parent Soup site. The banner asked surfers to rank various Parent Soup discussion group topics, such as toddlers, teens, and pregnancy, and then linked visitors to those areas. This drop-down banner ad garnered a 10 to 30 percent click-through rate. Another interactive banner ad, which IN2 created for Barnes & Noble bookstores on-line, let users search for book titles right in the banner. It got a whopping 26 percent click-through rate. In other words, IN2 got people involved with the banner ad at the site they were viewing before asking potential visitors to change locations.

There is a certain amount of anecdotal evidence that many Web surfers don't know that several companies can be represented on a site via banner advertising. Cliff Kurtzman of Tenagra says the company regularly gets e-mail from people thanking it for the wonderful tennis racket or some other-item they purchased. But Tenagra doesn't sell tennis equipment. It does run The Tennis Server site as an advertiser-supported Internet publication that includes banner ads and sponsorship from retailers who do sell tennis equipment. These companies do have their own company identities and e-mail addresses; however, visitors don't always make the distinction. The close association that visitors make between advertisers and a site is what makes sponsorship an attractive option.

#### Sponsorship

In order to promote your site, you can be a sponsor of other sites or of discussion lists. Discussion list is a term we haven't used before, so we'll define it here. A discussion list is like a group letter in which each e-mail sent is distributed to every member of the list. Lists are

<sup>2</sup>Kate Maddox, "Tech-Savvy IN2 Wins New Clients, Adds Business," *Advertising Age* (August 1997): http://www.adage.com.

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also has a call to action, such as the phrase "click here," somewhere in the banner. This may seem like an obvious point, but until the Internet is as commonplace as the telephone, visitors may not be sure that a banner ad is something they may click on. Another common technique is to create several banner ads, displaying them all until the most effective ones are identified.

Animation reportedly boosts the effectiveness of the average banner ad 14 to 44 percent, depending on the survey you read, but that still leaves only a 5 to 6 percent response rate for a good ad. However, IN2, a New York-based advertising agency, claims it is getting click-

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oriented around a topic like advertising on the Internet or growing houseplants. Good lists have a moderator who reads each e-mail before it's sent to the entire group to make sure it's on target and appropriate for the discussion at hand. To support the moderator and the list, sponsors are usually sought and a short advertising blurb along with the Weh site address of the sponsor or sponsors is included in each e-mail sent to the members of the list. Some lists are quite popular and archived for a long time, so your sponsorship can keep working after active interest in the list or the topic has died and the list discontinued. A strong benefit of sponsoring discussion lists is you can be assured that your audience is more targeted. If you're selling plants, a houseplant discussion list would be a perfect one for you to sponsor. You can be assured that everyone on the list would have a potential interest in knowing about your site.

Sponsorship, however, usually costs more than banner advertising; but it could cost you less overall. It would be less expensive to be a sponsor of a site where visitors are your targeted audience than to place a banner ad on a very busy, more general site, such as a search engine, for example. Targeting people who already have an interest in your product can be quite valuable and is therefore worth more per visitor than a banner ad.

Sponsorship requires a greater commitment to the sponsor from the site owner or the list moderator. Further, sponsorship appears to visitors or list members as an endorsement. As a sponsor, you can expect your logo and mentions of your company and Web site to be placed all around the site or in prominent places on the discussion list. Sponsorship is usually a longer-term relationship than banner advertising but offers more credibility and, it is hoped, loyalty from site visitors. In addition, the site owner or list moderator will encourage visits to your site. On the other hand, you may also have more demands placed upon you, including requests to contribute to the site content and perhaps use of your resources to maintain the sponsored site. This can also be good. For example, if you sell plants, writing a short piece on flowering houseplants with your name, Web site, and company name at the bottom could provide you with additional exposure and greater credibility.

## Electronic Mailing Lists

E-mail is one of the most powerful tools on the Internet and a low-budget way to promote your site. There are several ways you can take advantage of e-mail, including joining discussion lists, sending e-mail to people on your site who give you their e-mail address, and the controversial practice of sending personalized e-mail to people whose addresses you gather yourself.

#### Join Discussion Lists and Participate in Newsgroups

As we mentioned in talking about sponsorship, discussion lists are one of the uses of e-mail on the Internet. Newsgroups (also known as forums) are another. There's not much difference between newsgroups and discussion lists in terms of functionality, although discussion lists have the advantage of using e-mail, which everyone has. Newsgroups require a news reader, a program that allows you to read the messages posted by others. Most Internet browsers come with a news reader, although shareware and commercial news readers are also available.

A low-budget way to start promoting your site is to join discussion lists and newsgroups that have anything to do with your expertise and put in your two cents. While these types of interaction groups abhor advertising except from sponsors, it is perfectly acceptable for you to contribute a worthwhile comment, question, or suggestion and sign it with your name, company name, e-mail address, and the URL for your site. This is a common tactic used by many of the people we've profiled in this book, including Su Penny of PriceCheck, Bruce Clay of @bruceclay.com, and Susan Eshelman of Art Vision International. In fact, if you have the time, you can take e-mail one step further.

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clude a method for allowing them to get off your mailing list if they'd like to do so.

#### Push Technology

Push is the name for sending information to visitors on a regular basis—"pushing" information at them rather than "pulling" them to your site by having information there that they want. Mainly used for information services such as automated classified ad searches and custom clipping services from news sites, push technology has been controversial because historically it's been difficult to tell if readers are reading what's sent if they don't come to the site to get it.

However, some clever folks figured out that if they sent the push information in an HTML format, they would do more than deliver something that readers like the look of. By using HTML and only delivering the HTML code itself, not the other files for graphics or related information called for by the HTML file, the sender knows when the reader attempts to read the document. This is because the HTML file, once loaded by the browser, makes calls to the server where the HTML file originated for the other files referenced in the original HTML code.

Obviously, delivering HTML files via push technology has some limitations. For one, it requires the reader be on-line when the HTML file is read, since other files cannot be requested if the user is trying to read the HTML file off-line. One benefit is that the reader will learn quickly and be motivated to be on-line since it's a better experience visually to be able to see all the graphics, and not just the text, of the HTML file. Also, it requires that the files be read using an Internet browser instead of standard e-mail programs, so users of services that are text-based e-mail only can view the HTML files, but they'll get a much uglier product because they have to pick past all the code to read the content.

One successful site that delivers HTML files is NewsLinx, run by publisher Richard Ord (http://www.newslinx.com). NewsLinx delivers HTML files to tens of thousands of people worldwide each business day. One of the concerns about HTML push technology is that 204 Making Money in Cyberspace

#### Personalized, Targeted E-mail

As we discussed in chapter 1, spam, or unsolicited e-mail, is a dirty word on the Internet. Nothing will arouse the ire of people in cyberspace faster than spam. However, if you have a lot of time and not a lot of cash, you might consider surfing the Net yourself, looking for people who might be interested in your site in various groups and forums, then e-mailing each one a personal note inviting him or her to your site. While this is still controversial, as some people believe any e-mail they didn't ask for is spam, it works and you can still maintain a personal relationship with visitors, which is so important on the Internet. One such success story is that of Andy Rebele, owner of the City Auction site, which we profile in this chapter.

#### Autoresponders

You can also send e-mail to visitors to see if they're interested, then tell them to send a request for more information to your autoresponder. An autoresponder is a software program that sends out text that you specify to anyone who e-mails it. If you're a tax accountant trying to round up business, you could send an e-mail to all your clients and to people who've requested information from your site that includes an invitation to get your "10 tips to avoid an IRS audit" by simply sending an e-mail to the autoresponder. That way, you don't have to reply to every inquiry yourself and the people get the information that promotes your area of expertise.

#### Send E-mail to Site Visitors

One of the ways you should be promoting visits to your site is by sending e-mail to people who've already been there. You collect these e-mail addresses by asking visitors for them somewhere on your site, and telling them of your intent. Then, when you make changes to your site or offer a sale or have something new of interest, you should e-mail people to let them know. Be sure when you send your e-mail updates that this was information they requested and be sure to in-

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people will not come to your site. After all, why should they if they're getting everything delivered to them? But in a report in the on-line magazine ClickZ Today, NewsLinx reported it got more visitors by using HTML push technology, not fewer. In fact, traffic on the site quadrupled when NewsLinx started delivering HTML. Further, the format wasn't a problem since most of the readers had an Internet browser to view the files, and the advertisers remained loyal because the ad impressions were still being recorded each time a subscriber opened the HTML file. In fact, NewsLinx's success spurred ClickZ. Today to start doing the same thing.

An important point to remember here is that both ClickZ Today and NewsLinx are aiming at audiences who are marketing or doing business on the Internet. Most of these readers are going to make a point of spending more on technology than the average computer user with a home PC. We say this to emphasize that it's important to know your audience before you step out into new territory. It's also important to note that as the technology progresses, the bottom rung of the ladder gets higher. So, if you're catering to the average guy it's worthwhile to find out what people who cater to those on the high end are doing so that you can begin preparing for the future. In the interests of covering all the bases, next we'll talk about some low-tech ways you can promote your site.

#### Caution

There are individuals and groups on the Internet that make it their business to organize boycotts of companies and individuals known to participate in spamming or any variation of spam. For example, Mark Welch, an attorney based in Pleasanton, California, started a boycott against bookseller Barnes & Noble, who he claims got his email address by sending a spider to his Web site, then spammed him with invitations to purchase books. Mark's campaign against the bookseller received attention worldwide. We would caution you to

<sup>3</sup>Andy Bourland, "All HTML, All the Time: Sometimes, Push CAN Pull," *ClickZ Today* (October 2, 1997): http://www.clickz.com.