

AO 120 (Rev. 08/10)

TO: <b>Mail Stop 8</b> <b>Director of the U.S. Patent and Trademark Office</b> <b>P.O. Box 1450</b> <b>Alexandria, VA 22313-1450</b>	<b>REPORT ON THE</b> <b>FILING OR DETERMINATION OF AN</b> <b>ACTION REGARDING A PATENT OR</b> <b>TRADEMARK</b>
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In Compliance with 35 U.S.C. § 290 and/or 15 U.S.C. § 1116 you are hereby advised that a court action has been filed in the U.S. District Court District of Delaware on the following

Trademarks or  Patents. (  the patent action involves 35 U.S.C. § 292.):

DOCKET NO.	DATE FILED 5/2/2017	U.S. DISTRICT COURT District of Delaware
PLAINTIFF DDR Holdings, LLC		DEFENDANT Travel Holdings, Inc. and Tourico Holidays, Inc.
PATENT OR TRADEMARK NO.	DATE OF PATENT 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
5		

In the above—entitled case, the following patent(s)/ trademark(s) have been included:

DATE INCLUDED	INCLUDED BY <input type="checkbox"/> Amendment <input type="checkbox"/> Answer <input type="checkbox"/> Cross Bill <input type="checkbox"/> Other Pleading
PATENT OR TRADEMARK NO.	DATE OF PATENT OR TRADEMARK
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In the above—entitled case, the following decision has been rendered or judgement issued:

DECISION/JUDGEMENT
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CLERK	(BY) DEPUTY CLERK	DATE
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Copy 1—Upon initiation of action, mail this copy to Director Copy 3—Upon termination of action, mail this copy to Director  
Copy 2—Upon filing document adding patent(s), mail this copy to Director Copy 4—Case file copy

The United States Patent and Trademark Office  
PATENT TRIAL AND APPEAL BOARD



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.

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

Click on Search for a proceeding / Browse the proceedings 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.

The United States Patent and Trademark Office  
PATENT TRIAL AND APPEAL BOARD



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 <http://www.uspto.gov/ip/boards/bpai/prps.jsp> and click on the Direct Link.

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UNITED STATES PATENT AND TRADEMARK OFFICE  
**CERTIFICATE OF CORRECTION**

PATENT NO. : 8,515,825 B1  
APPLICATION NO. : 12/906979  
DATED : August 20, 2013  
INVENTOR(S) : D. Delano Ross, Jr. et al.

Page 1 of 1

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  
*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

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

Filed via EFS - May 28, 2014

**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

## UNITED STATES PATENT AND TRADEMARK OFFICE CERTIFICATE OF CORRECTION

Page 1 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:

Page 3, column 2, line 34: change "Sueenshots" to --Screenshots--  
 Page 3, column 2, line 36: change "Screensbots" to --Screenshots--  
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 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.**

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

## Electronic Acknowledgement Receipt

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

### Payment information:

Submitted with Payment	no
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### File Listing:

Document Number	Document Description	File Name	File Size(Bytes)/ Message Digest	Multi Part /.zip	Pages (if appl.)
1	Request for Certificate of Correction	14-05-28-DDR-CON3-Rqst_Cert_Correct.pdf	35695 816f6c3a3e8e89b9531bd63cdf8fd6ff2afad810	no	2

### Warnings:

### Information:

2	Request for Certificate of Correction	14-05-28-DDR-CON3-8515825-Cert_Correction.pdf	108103 c342dc1bf4b994cce5227076a119c937cc0b8b4	no	1
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**Warnings:**

**Information:**

<b>Total Files Size (in bytes):</b>	143798
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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.**

**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.

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

**Disclaimer:**

The list of documents shown below is provided as a courtesy and is not part of the official file wrapper. The content of the images shown in PAIR is the official record.

Application	Document	Mailroom Date	Attorney Docket No.
12906979	ISSUE.NTF	07/31/2013	23-CON3

To view your correspondence online or update your email addresses, please visit us anytime at <https://portal.uspto.gov/secure/myportal/privatepair>.

If you have any questions, please email the Electronic Business Center (EBC) at [EBC@uspto.gov](mailto: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





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 [SelectUSA.gov](http://SelectUSA.gov).

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

Serial No.: CON of 11/343,464

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

Filed: 10/18/2010

Group: 2445

U.S. PATENT DOCUMENTS

Change(s) applied  
to document,  
/C.L./  
7/19/2013

Examiner Initials	Document Number	Date	Name	Class	Subclass	Filing Date (if appropriate)
_____	A	6,763,343	07/2004	Brooke et al.	707	1
_____	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
_____	G	6,029,141	02/22/00	Bezos et al.	705	27
_____	H	6,023,714	02/2000	Hill et al.	715	513
_____	I	6,012,098	01/2000	Bayeh et al.	709	246
_____	J	5,991,740	11/23/99	Messer	705	27
_____	K	5,991,735	11/23/99	Gerace	705	10
_____	L	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.	707	10
_____	O	5,978,766	11/02/99	Luciw	705	1
_____	P	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
_____	X	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.

ALL REFERENCES CONSIDERED EXCEPT WHERE LINED THROUGH. /Y.G./



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Alexandria, Virginia 22313-1450
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Table with 5 columns: APPLICATION NO., FILING DATE, FIRST NAMED INVENTOR, ATTORNEY DOCKET NO., CONFIRMATION NO.
Row 1: 12/906,979, 10/18/2010, D. Delano Ross JR., 23-CON3, 1141
Row 2: 26362, 7590, 07/19/2013, LOUIS J. HOFFMAN, P.C., 14301 North 87th Street, Suite 312, Scottsdale, AZ 85260
Row 3: EXAMINER GARG, YOGESH C
Row 4: ART UNIT 3625, PAPER NUMBER
Row 5: NOTIFICATION DATE 07/19/2013, DELIVERY MODE 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

<b>Examiner-Initiated Interview Summary</b>	<b>Application No.</b> 12/906,979	<b>Applicant(s)</b> ROSS ET AL.	
	<b>Examiner</b> YOGESH C. GARG	<b>Art Unit</b> 3625	

All participants (applicant, applicant's representative, PTO personnel):

- (1) YOGESH C. GARG. (3)\_\_\_\_\_.
- (2) LOUIS J. HOFFMAN. (4)\_\_\_\_\_.

Date of Interview: 10 July 2013.

Type:  Telephonic  Video Conference  
 Personal [copy given to:  applicant  applicant's representative]

Exhibit shown or demonstration conducted:  Yes  No.  
If Yes, brief description: \_\_\_\_\_.

Issues Discussed 101 112 102 103 Others  
(For each of the checked box(es) above, please describe below the issue and detailed description of the discussion)

Claim(s) discussed: \_\_\_\_\_.

Identification of prior art discussed: \_\_\_\_\_.

**Substance of Interview**

(For each issue discussed, provide a detailed description and indicate if agreement was reached. Some topics may include: identification or clarification of a reference or a portion thereof, claim interpretation, proposed amendments, arguments of any applied references etc...)

As suggested in the IDS filed 6/25/2013, Examiner called the Applicant's representative Mr. Hoffman to discuss the three court decisions cited in the IDS filed subsequent to NOA mailed 5/13/2013. Following is the summary of discussion: Examiner indicated that he had 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 independnet claims 71, 81 and 87 are patent eligible as per the examining guidelines. Accordinlgy, the reasons of allowance mailed 5/13/2013 are maintained.

**Applicant recordation instructions:** It is not necessary for applicant to provide a separate record of the substance of interview.

**Examiner recordation instructions:** Examiners must summarize the substance of any interview of record. A complete and proper recordation of the substance of an interview should include the items listed in MPEP 713.04 for complete and proper recordation including the identification of the general thrust of each argument or issue discussed, a general indication of any other pertinent matters discussed regarding patentability and the general results or outcome of the interview, to include an indication as to whether or not agreement was reached on the issues raised.

Attachment

/YOGESH C GARG/  
Primary Examiner, 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 independnet claims 71, 81 and 87 are patent eleigible as per the examining guidelines. Accordinlgy, 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.

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



**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

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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

To view your correspondence online or update your email addresses, please visit us anytime at <https://sportal.uspto.gov/secure/myportal/privatepair>.

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Table with 5 columns: APPLICATION NO., FILING DATE, FIRST NAMED INVENTOR, ATTORNEY DOCKET NO., CONFIRMATION NO. Includes fields for EXAMINER (GARG, YOGESH C), ART UNIT (3625), PAPER NUMBER, NOTIFICATION DATE (07/18/2013), and DELIVERY MODE (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

<b>Examiner-Initiated Interview Summary</b>	<b>Application No.</b> 12/906,979	<b>Applicant(s)</b> ROSS ET AL.	
	<b>Examiner</b> YOGESH C. GARG	<b>Art Unit</b> 3625	

All participants (applicant, applicant's representative, PTO personnel):

- (1) YOGESH C. GARG. (3)\_\_\_\_\_.
- (2) LOUIS J. HOFFMAN. (4)\_\_\_\_\_.

Date of Interview: 10 July 2013.

Type:  Telephonic  Video Conference  
 Personal [copy given to:  applicant  applicant's representative]

Exhibit shown or demonstration conducted:  Yes  No.  
If Yes, brief description: \_\_\_\_\_.

Issues Discussed 101 112 102 103 Others  
(For each of the checked box(es) above, please describe below the issue and detailed description of the discussion)

Claim(s) discussed: \_\_\_\_\_.

Identification of prior art discussed: \_\_\_\_\_.

**Substance of Interview**

(For each issue discussed, provide a detailed description and indicate if agreement was reached. Some topics may include: identification or clarification of a reference or a portion thereof, claim interpretation, proposed amendments, arguments of any applied references etc...)

*This is in continuation of the Interview summary mailed 7/10/2013. Since some of the discussions held on 7/10/2013 were left out from being mentioned in the interview sumamry mailed 7/10/2013 this continuation of that summary is being posted.*

*During the interview Mr. Hoffman indciated that the Defendents ( referred to in the court cases cited in the IDS filed 6/25/2013 ) are appealing to the fedearl Circuit Courts of Appeal.*

**Applicant recordation instructions:** It is not necessary for applicant to provide a separate record of the substance of interview.

**Examiner recordation instructions:** Examiners must summarize the substance of any interview of record. A complete and proper recordation of the substance of an interview should include the items listed in MPEP 713.04 for complete and proper recordation including the identification of the general thrust of each argument or issue discussed, a general indication of any other pertinent matters discussed regarding patentability and the general results or outcome of the interview, to include an indication as to whether or not agreement was reached on the issues raised.

Attachment

/YOGESH C GARG/  
Primary Examiner, Art Unit 3625

**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

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UNITED STATES

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Application	Document	Mailroom Date	Attorney Docket No.
12906979	INTV.SUM.EX	07/18/2013	23-CON3

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

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 Commissioner for Patents  
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 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 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.

CURRENT CORRESPONDENCE ADDRESS (Note: Use Block 1 for any change of address)

26362 7590 05/31/2013

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.

**Certificate of Mailing or Transmission**

I hereby certify that is Fee(s) Transmittal is being filed with the USPTO via EFS, on the date indicated below.

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

Donald Hertz	(Depositor's name)
/Donald Hertz/	(Signature)
06/26/2013	(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	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

EXAMINER	ART UNIT	CLASS-SUBCLASS
GARG, YOGESH C	3625	705-026410

1. Change of correspondence address or indication of "Fee Address" (37 CFR 1.363). <input type="checkbox"/> Change of correspondence address (or Change of Correspondence Address form PTO/SB/122) attached. <input type="checkbox"/> "Fee Address" indication (or "Fee Address" Indication form PTO/SB/47; Rev 03-02 or more recent) attached. <b>Use of a Customer Number is required.</b>	2. For printing on the patent front page, list (1) the names of up to 3 registered patent attorneys 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 listed, no name will be printed.	1 Louis J. Hoffman 2 _____ 3 _____
--	---	--

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: DDR HOLDINGS, LLC  
 (B) RESIDENCE: (CITY and STATE OR COUNTRY) DUNWOODY, GEORGIA

Please check the appropriate assignee category or categories (will not be printed on the patent) :  Individual  Corporation or other private group entity  Government

4a. The following fee(s) are submitted: <input checked="" type="checkbox"/> Issue Fee <input checked="" type="checkbox"/> Publication Fee (No small entity discount permitted) <input type="checkbox"/> Advance Order - # of Copies _____	4b. Payment of Fee(s); (Please first reapply any previously paid issue fee shown above) <input type="checkbox"/> A check is enclosed. <input checked="" type="checkbox"/> Payment by credit card. <input type="checkbox"/> The Director is hereby authorized to charge the required fee(s), any deficiency, or credit any overpayment, to Deposit Account Number _____ (enclose an extra copy of this form).
--	---

5. Change in Entity Status (from status indicated above)

a. Applicant claims SMALL ENTITY status. See 37 CFR 1.27.  b. Applicant is no longer claiming SMALL ENTITY status. See 37 CFR 1.27(g)(2).

NOTE: The Issue Fee and Publication Fee (if required) will not be accepted from anyone other than the applicant; a registered attorney or agent; or the assignee or other party in interest as shown by the records of the United States Patent and Trademark Office.

Authorized Signature /Louis J. Hoffman/ Date 06/26/2013  
 Typed or printed name Louis J. Hoffman Registration No. 38918

This collection of information is required by 37 CFR 1.311. 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, Virginia 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, Virginia 22313-1450.

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## Electronic Patent Application Fee Transmittal

<b>Application Number:</b>	12906979
<b>Filing Date:</b>	18-Oct-2010
<b>Title of Invention:</b>	Methods of expanding commercial opportunities for internet websites through coordinated offsite marketing
<b>First Named Inventor/Applicant Name:</b>	D. Delano Ross
<b>Filer:</b>	Louis J. Hoffman/Donald Hertz
<b>Attorney Docket Number:</b>	23-CON3

Filed as Large Entity

### Utility under 35 USC 111(a) Filing Fees

Description	Fee Code	Quantity	Amount	Sub-Total in USD(\$)
<b>Basic Filing:</b>				
<b>Pages:</b>				
<b>Claims:</b>				
<b>Miscellaneous-Filing:</b>				
<b>Petition:</b>				
<b>Patent-Appeals-and-Interference:</b>				
<b>Post-Allowance-and-Post-Issuance:</b>				
Utility Appl Issue Fee	1501	1	1780	1780

**Extension-of-Time:**

Description	Fee Code	Quantity	Amount	Sub-Total in USD(\$)
<b>Miscellaneous:</b>				
<b>Total in USD (\$)</b>				<b>1780</b>

## Electronic Acknowledgement Receipt

<b>EFS ID:</b>	16166032
<b>Application Number:</b>	12906979
<b>International Application Number:</b>	
<b>Confirmation Number:</b>	1141
<b>Title of Invention:</b>	Methods of expanding commercial opportunities for internet websites through coordinated offsite marketing
<b>First Named Inventor/Applicant Name:</b>	D. Delano Ross
<b>Customer Number:</b>	26362
<b>Filer:</b>	Louis J. Hoffman/Donald Hertz
<b>Filer Authorized By:</b>	Louis J. Hoffman
<b>Attorney Docket Number:</b>	23-CON3
<b>Receipt Date:</b>	26-JUN-2013
<b>Filing Date:</b>	18-OCT-2010
<b>Time Stamp:</b>	19:28:57
<b>Application Type:</b>	Utility under 35 USC 111(a)

### Payment information:

Submitted with Payment	yes
Payment Type	Credit Card
Payment was successfully received in RAM	\$1780
RAM confirmation Number	6706
Deposit Account	
Authorized User	

### File Listing:

Document Number	Document Description	File Name	File Size(Bytes)/ Message Digest	Multi Part /.zip	Pages (if appl.)
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1	Notification of loss of entitlement to small entity status	13-06-26-DDR-CON3-Notif_Loss_Small_Entity_Status.pdf	35342 55217b461761fbff2e932c3b6a02d1c3378c0ce4	no	1
<b>Warnings:</b>					
<b>Information:</b>					
2	Issue Fee Payment (PTO-85B)	13-06-26-DDR-CON3-Issue_Fee_Payment.pdf	68368 ac74fe44f99cab2d6220eb8f0af161efa2f4e484	no	1
<b>Warnings:</b>					
<b>Information:</b>					
3	Fee Worksheet (SB06)	fee-info.pdf	30418 1f728f320e100ed8f8ede4f81d64e9ca17c3d71b	no	2
<b>Warnings:</b>					
<b>Information:</b>					
<b>Total Files Size (in bytes):</b>			134128		

**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

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

Filed via EFS - June 26, 2013

**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 87<sup>th</sup> Street  
Suite 312  
Scottsdale, Arizona 85260  
(480) 948-3295

OTHER ART		
Examiner Initials	Item	Author Title Date Pertinent Pages Etc.
	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.
	2	MEMORANDUM OPINION AND ORDER on DDR Holdings, LLC's Motion for Entry of Judgment; Civil Action No. 2:06-CV-00042 (DF); June 20, 2013.
	3	JUDGMENT in favor of DDR Holdings, LLC; Civil Action No. 2:06-CV-00042 (DF); June 20, 2013.

Examiner: \_\_\_\_\_

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.

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

<b>DDR HOLDINGS, LLC</b>	§	
	§	
<i>Plaintiff and Counterdefendant,</i>	§	
	§	CIVIL ACTION NO. 2:06-cv-42-JRG
v.	§	
	§	
<b>HOTELS.COM, L.P., et al.</b>	§	
	§	
<i>Defendants and Counterclaimants.</i>	§	

**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.

Q. What is that something more?

A. It’s called a motivation to combine, to combine those references, to put them together.

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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

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<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 with [sic] a look and feel based on the look and feel description in the data store and with content based on the commerce object associated with [sic] the link.

**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, sending to the visitor computer from the second website a composite web page having a look and feel corresponding to the stored look and feel description of the first website and having content based on the commerce object associated with the link.

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**

  
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RODNEY GILSTRAP  
UNITED STATES DISTRICT JUDGE

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

<b>DDR HOLDINGS, LLC</b>	§	
	§	
<i>Plaintiff and Counterdefendant,</i>	§	
	§	CIVIL ACTION NO. 2:06-cv-42-JRG
v.	§	
	§	
<b>HOTELS.COM, L.P., et al.</b>	§	
	§	
<i>Defendants and Counterclaimants.</i>	§	

**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**

<b>DDR HOLDINGS, LLC</b>	§	
	§	
<i>Plaintiff and Counterdefendant,</i>	§	
	§	CIVIL ACTION NO. 2:06-cv-42-JRG
v.	§	
	§	
<b>HOTELS.COM, L.P., et al.</b>	§	
	§	
<i>Defendants and Counterclaimants.</i>	§	

**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**

  
\_\_\_\_\_  
RODNEY GILSTRAP  
UNITED STATES DISTRICT JUDGE

## Electronic Patent Application Fee Transmittal

<b>Application Number:</b>	12906979
<b>Filing Date:</b>	18-Oct-2010
<b>Title of Invention:</b>	Methods of expanding commercial opportunities for internet websites through coordinated offsite marketing
<b>First Named Inventor/Applicant Name:</b>	D. Delano Ross
<b>Filer:</b>	Louis J. Hoffman/Donald Hertz
<b>Attorney Docket Number:</b>	23-CON3

Filed as Small Entity

### Utility under 35 USC 111(a) Filing Fees

Description	Fee Code	Quantity	Amount	Sub-Total in USD(\$)
<b>Basic Filing:</b>				
<b>Pages:</b>				
<b>Claims:</b>				
<b>Miscellaneous-Filing:</b>				
<b>Petition:</b>				
<b>Patent-Appeals-and-Interference:</b>				
<b>Post-Allowance-and-Post-Issuance:</b>				
<b>Extension-of-Time:</b>				

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

## Electronic Acknowledgement Receipt

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

### Payment information:

Submitted with Payment	yes
Payment Type	Credit Card
Payment was successfully received in RAM	\$90
RAM confirmation Number	7391
Deposit Account	
Authorized User	

### File Listing:

Document Number	Document Description	File Name	File Size(Bytes)/ Message Digest	Multi Part /.zip	Pages (if appl.)
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1	Transmittal Letter	13-06-25-DDR-CON3-Supp_IDS_Cover.pdf	62825 779c58b4be89c2c0bf73d5fc2dbf819fe4d577a5	no	4
<b>Warnings:</b>					
<b>Information:</b>					
2	Information Disclosure Statement (IDS) Form (SB08)	13-06-25-DDR-CON3-FORM_1449-DLH.pdf	86365 e5c88b0dbe9a49088d0eb0cf50819582f21d024	no	1
<b>Warnings:</b>					
<b>Information:</b>					
This is not an USPTO supplied IDS fillable form					
3	Non Patent Literature	13-06-20-ORDER-Post_Trial_Motions-569.pdf	306292 3e0c8f9f6425ec7faea07e7e7f8c3686bd6c1c4a	no	32
<b>Warnings:</b>					
<b>Information:</b>					
4	Non Patent Literature	13-06-20-ORDER-Entry_of_Judgment-570.pdf	169819 dab4711fab1750a18557c01605596cfe51c924a7	no	6
<b>Warnings:</b>					
<b>Information:</b>					
5	Non Patent Literature	13-06-20-JUDGMENT-571.pdf	132986 4a2991c885f0986deb5fb76e33ec293a73ca4247	no	3
<b>Warnings:</b>					
<b>Information:</b>					
6	Fee Worksheet (SB06)	fee-info.pdf	30252 95a08098a9385241c53f17de5dac6b98a3373977	no	2
<b>Warnings:</b>					
<b>Information:</b>					
<b>Total Files Size (in bytes):</b>			788539		

**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  
P.O. Box 1450  
Alexandria, VA 22313-1450

Filed via EFS – June 25, 2013

**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

/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



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

Table with 2 columns: EXAMINER (GARG, YOGESH C), ART UNIT (3625), PAPER NUMBER (1141)

DATE MAILED: 05/31/2013

Table with 5 columns: 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

Table with 7 columns: 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  
 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 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.

CURRENT CORRESPONDENCE ADDRESS (Note: Use Block 1 for any change of address)

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.

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

**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.

(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	\$0	\$0	\$890	09/03/2013

EXAMINER	ART UNIT	CLASS-SUBCLASS
GARG, YOGESH C	3625	705-026410

<p>1. Change of correspondence address or indication of "Fee Address" (37 CFR 1.363).</p> <p><input type="checkbox"/> Change of correspondence address (or Change of Correspondence Address form PTO/SB/122) attached.</p> <p><input type="checkbox"/> "Fee Address" indication (or "Fee Address" Indication form PTO/SB/47; Rev 03-02 or more recent) attached. <b>Use of a Customer Number is required.</b></p>	<p>2. For printing on the patent front page, list</p> <p>(1) the names of up to 3 registered patent attorneys or agents OR, alternatively, 1 _____</p> <p>(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 listed, no name will be printed. 2 _____</p> <p>3 _____</p>
---	---

**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

<p>4a. The following fee(s) are submitted:</p> <p><input type="checkbox"/> Issue Fee</p> <p><input type="checkbox"/> Publication Fee (No small entity discount permitted)</p> <p><input type="checkbox"/> Advance Order - # of Copies _____</p>	<p>4b. Payment of Fee(s): (<b>Please first reapply any previously paid issue fee shown above</b>)</p> <p><input type="checkbox"/> A check is enclosed.</p> <p><input type="checkbox"/> Payment by credit card. Form PTO-2038 is attached.</p> <p><input type="checkbox"/> The Director is hereby authorized to charge the required fee(s), any deficiency, or credit any overpayment, to Deposit Account Number _____ (enclose an extra copy of this form).</p>
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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

NOTE: 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.

NOTE: Checking this box will be taken to be a notification of loss of entitlement to small or micro entity status, as applicable.

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NOTE: The Issue Fee and Publication Fee (if required) will not be accepted from anyone other than the applicant; a registered attorney or agent; or the assignee or other party in interest as shown by the records of the United States Patent and Trademark Office.

---

Authorized Signature \_\_\_\_\_

Date \_\_\_\_\_

Typed or printed name \_\_\_\_\_

Registration No. \_\_\_\_\_

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This collection of information is required by 37 CFR 1.311. 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, Virginia 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, Virginia 22313-1450.

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.

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UNITED STATES PATENT AND TRADEMARK OFFICE

UNITED STATES DEPARTMENT OF COMMERCE
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www.uspto.gov

Table with 5 columns: 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 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

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.

<b>Notice of Allowability</b>	<b>Application No.</b> 12/906,979	<b>Applicant(s)</b> ROSS ET AL.	
	<b>Examiner</b> YOGESH C. GARG	<b>Art Unit</b> 3625	<b>AIA (First Inventor to File) Status</b> No

**-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address--**

All claims being allowable, PROSECUTION ON THE MERITS IS (OR REMAINS) CLOSED in this application. If not included herewith (or previously mailed), a Notice of Allowance (PTOL-85) or other appropriate communication will be mailed in due course. **THIS NOTICE OF ALLOWABILITY 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.

1.  This communication is responsive to 2/11/2013.  
 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 restriction requirement set forth during the interview on \_\_\_\_\_; the restriction requirement and election have been incorporated into this action.
3.  The allowed claim(s) is/are 71-92. As a result of the allowed claim(s), you may be eligible to benefit from the **Patent Prosecution Highway** program at a participating intellectual property office for the corresponding application. For more information, please see [http://www.uspto.gov/patents/init\\_events/pph/index.jsp](http://www.uspto.gov/patents/init_events/pph/index.jsp) or send an inquiry to [PPHfeedback@uspto.gov](mailto:PPHfeedback@uspto.gov).
4.  Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).

**Certified copies:**

- a)  All    b)  Some    \*c)  None of the:
1.  Certified copies of the priority documents have been received.
  2.  Certified copies of the priority documents have been received in Application No. \_\_\_\_\_.
  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)).

\* Certified copies not received: \_\_\_\_\_.

**Interim copies:**

- a)  All    b)  Some    c)  None of the: Interim copies of the priority documents have been received.

Applicant has **THREE MONTHS FROM THE "MAILING DATE"** of this communication to file a reply complying with the requirements noted below. Failure to timely comply will result in **ABANDONMENT** of this application.

**THIS THREE-MONTH PERIOD IS NOT EXTENDABLE.**

5.  **CORRECTED DRAWINGS** ( as "replacement sheets") must be submitted.  
 including changes required by the attached Examiner's Amendment / Comment or in the Office action of Paper No./Mail Date \_\_\_\_\_.  
**Identifying indicia such as the application number (see 37 CFR 1.84(c)) should be written on the drawings in the front (not the back) of each sheet. Replacement sheet(s) should be labeled as such in the header according to 37 CFR 1.121(d).**
6.  **DEPOSIT OF and/or INFORMATION** about the deposit of **BIOLOGICAL MATERIAL** must be submitted. Note the attached Examiner's comment regarding **REQUIREMENT FOR THE DEPOSIT OF BIOLOGICAL MATERIAL**.

**Attachment(s)**

- |  |  |
|--|--|
| 1. <input checked="" type="checkbox"/> Notice of References Cited (PTO-892)                                | 5. <input type="checkbox"/> Examiner's Amendment/Comment                             |
| 2. <input type="checkbox"/> Information Disclosure Statements (PTO/SB/08),<br>Paper No./Mail Date _____    | 6. <input checked="" type="checkbox"/> Examiner's Statement of Reasons for Allowance |
| 3. <input type="checkbox"/> Examiner's Comment Regarding Requirement for Deposit<br>of Biological Material | 7. <input type="checkbox"/> Other _____.   |
| 4. <input type="checkbox"/> Interview Summary (PTO-413),<br>Paper No./Mail Date _____.                     |  |

/YOGESH C GARG/  
Primary Examiner, Art Unit 3625

## 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], servicing 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 I 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."

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***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

/YOGESH C GARG/  
Primary Examiner, Art Unit 3625

<b>Notice of References Cited</b>	Application/Control No. 12/906,979	Applicant(s)/Patent Under Reexamination ROSS ET AL.	
	Examiner YOGESH C. GARG	Art Unit 3625	Page 1 of 1

**U.S. PATENT DOCUMENTS**

*	Document Number Country Code-Number-Kind Code	Date MM-YYYY	Name	Classification
*	A US-5,963,915 A	10-1999	Kirsch, Steven T.	705/26.8
*	B US-7,930,207 B2	04-2011	Merriman et al.	705/14.66
	C US-			
	D US-			
	E US-			
	F US-			
	G US-			
	H US-			
	I US-			
	J US-			
	K US-			
	L US-			
	M US-			

**FOREIGN PATENT DOCUMENTS**


*	Document Number Country Code-Number-Kind Code	Date MM-YYYY	Country	Name	Classification
	N				
	O				
	P				
	Q				
	R				
	S				
	T				

**NON-PATENT DOCUMENTS**

*	Document Number Country Code-Number-Kind Code	Date MM-YYYY	Country	Name	Classification
	Include as applicable: Author, Title Date, Publisher, Edition or Volume, Pertinent Pages)				
	U				
	V				
	W				
	X				

\*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.




<b>Issue Classification</b> 	<b>Application/Control No.</b> 12906979	<b>Applicant(s)/Patent Under Reexamination</b> ROSS ET AL.
	<b>Examiner</b> YOGESH C GARG	<b>Art Unit</b> 3625

CPC		
Symbol	Type	Version


CPC Combination Sets				
Symbol	Type	Set	Ranking	Version

US ORIGINAL CLASSIFICATION		INTERNATIONAL CLASSIFICATION							
CLASS	SUBCLASS	CLAIMED				NON-CLAIMED			
705	26.41	G	0	6	Q	30 / 00 (2012.01.01)			
CROSS REFERENCE(S)									
CLASS	SUBCLASS (ONE SUBCLASS PER BLOCK)								
709	200	218							
705	26.8	14.6							

NONE		<b>Total Claims Allowed:</b>	
(Assistant Examiner) _____ (Date) _____		22	
/YOGESH C GARG/ Primary Examiner.Art Unit 3625		O.G. Print Claim(s)	O.G. Print Figure
(Primary Examiner) _____ (Date) _____		71	7


<p style="font-size: 1.2em; font-weight: bold;">Issue Classification</p> 	<p><b>Application/Control No.</b> 12906979</p>	<p><b>Applicant(s)/Patent Under Reexamination</b> ROSS ET AL.</p>
	<p><b>Examiner</b> YOGESH C GARG</p>	<p><b>Art Unit</b> 3625</p>


NONE		<b>Total Claims Allowed:</b>	
(Assistant Examiner)		22	
/YOGESH C GARG/ Primary Examiner.Art Unit 3625		05/22/2013	
(Primary Examiner)		O.G. Print Claim(s) 71	O.G. Print Figure 7

<b>Issue Classification</b> 	<b>Application/Control No.</b> 12906979	<b>Applicant(s)/Patent Under Reexamination</b> ROSS ET AL.
	<b>Examiner</b> YOGESH C GARG	<b>Art Unit</b> 3625

<input checked="" type="checkbox"/> <b>Claims renumbered in the same order as presented by applicant</b>																<input type="checkbox"/> <b>CPA</b>		<input checked="" type="checkbox"/> <b>T.D.</b>		<input type="checkbox"/> <b>R.1.47</b>	
Final	Original	Final	Original	Final	Original	Final	Original	Final	Original	Final	Original	Final	Original	Final	Original						
	71		87																		
	72		88																		
	73		89																		
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NONE		<b>Total Claims Allowed:</b>	
		22	
(Assistant Examiner)	(Date)	O.G. Print Claim(s)	O.G. Print Figure
/YOGESH C GARG/ Primary Examiner.Art Unit 3625	05/22/2013	71	7
(Primary Examiner)	(Date)		

<b>Search Notes</b>  	<b>Application/Control No.</b>  12906979	<b>Applicant(s)/Patent Under Reexamination</b>  ROSS ET AL.
	<b>Examiner</b>  YOGESH C GARG	<b>Art Unit</b>  3625

CPC- SEARCHED		
Symbol	Date	Examiner

CPC COMBINATION SETS - SEARCHED		
Symbol	Date	Examiner

US CLASSIFICATION SEARCHED			
Class	Subclass	Date	Examiner
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

INTERFERENCE SEARCH
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<b>US Class/ CPC Symbol</b>	<b>US Subclass / CPC Group</b>	<b>Date</b>	<b>Examiner</b>
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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						16:25
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L14	0	I5 and I10	US-PGPUB; USPAT; USOCR; FPRS; EPO; JPO; DERWENT; IBM_TDB	OR	OFF	2013/05/22 16:31

## EAST Search History (Interference)

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L16	106	((link\$3 or URL or (uniform near1 resource near1 locator)) near15 ((correlat\$3 or associat\$5 or initiat\$5 or invok\$3) near10 ((first or source) near5 page) near15 (item or merchandise or product or item or catalog or catalogue or object)))	US-PGPUB; USPAT; UPAD	OR	OFF	2013/05/22 16:31
L17	63	((link\$3 or URL or (uniform near1 resource near1 locator)) near15 ((correlat\$3 or associat\$5 or initiat\$5 or invok\$3) near10 ((first or source) near5 page) near15 (item or merchandise or product or item or catalog or catalogue or (commercial near2 object)))	US-PGPUB; USPAT; UPAD	OR	OFF	2013/05/22 16:32
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			UPAD			
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L20	32	l17 and l18	US-PGPUB; USPAT; UPAD	OR	OFF	2013/05/22 16:33
L21	64	(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)	US-PGPUB; USPAT; UPAD	OR	OFF	2013/05/22 16:45
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L25	3	l21 and l24	USPAT	OR	OFF	2013/05/22 16:47
L26	4	l16 and l24	USPAT	OR	OFF	2013/05/22 16:47

5/ 22/ 2013 4:54:27 PM

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BIB DATA SHEET

CONFIRMATION NO. 1141

<b>SERIAL NUMBER</b> 12/906,979	<b>FILING or 371(c) DATE</b> 10/18/2010 <b>RULE</b>	<b>CLASS</b> 705	<b>GROUP ART UNIT</b> 3625	<b>ATTORNEY DOCKET NO.</b> 23-CON3		
<b>APPLICANTS</b> 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;						
<b>** CONTINUING DATA *****</b> 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						
<b>** FOREIGN APPLICATIONS *****</b>						
<b>** IF REQUIRED, FOREIGN FILING LICENSE GRANTED ** ** SMALL ENTITY **</b> 10/27/2010						
Foreign Priority claimed <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	35 USC 119(a-d) conditions met <input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Met after Allowance Initials	<b>STATE OR COUNTRY</b> GA	<b>SHEETS DRAWINGS</b> 24	<b>TOTAL CLAIMS</b> 20	<b>INDEPENDENT CLAIMS</b> 1
Verified and Acknowledged <u>/YOGESH C GARG/</u> Examiner's Signature						
<b>ADDRESS</b> LOUIS J. HOFFMAN, P.C. 14301 North 87th Street, Suite 312 Scottsdale, AZ 85260 UNITED STATES						
<b>TITLE</b> Methods of expanding commercial opportunities for internet websites through coordinated offsite marketing						
<b>FILING FEE RECEIVED</b> 514	FEES: Authority has been given in Paper No. _____ to charge/credit DEPOSIT ACCOUNT No. _____ for following:		<input type="checkbox"/> All Fees <input type="checkbox"/> 1.16 Fees (Filing) <input type="checkbox"/> 1.17 Fees (Processing Ext. of time) <input type="checkbox"/> 1.18 Fees (Issue) <input type="checkbox"/> Other _____ <input type="checkbox"/> Credit			



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

Set #	Hits	Query	Databases(s)
L1	0	((link\$3 or URL or (uniform near1 resource near1 locator)) near15 ((correlat\$3 or associat\$5 or initiat\$5 or invok\$3) near10 ((first or source) near5 page) near15 (item or merchandise or product or item or catalog or catalogue or object)))	Sub26FT 0
L2	0	((link\$3 or URL or (uniform near1 resource near1 locator)) near15 ((correlat\$3 or associat\$5 or initiat\$5 or invok\$3) near10 ((first or source) near5 page) near15 (item or merchandise or product or item or catalog or catalogue or object)))	Sub26FT 0
L3	0	(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)	Sub26FT 0

**Legend**Sub26FT

Gale Group Magazine Database, File 47 (full-text 1983 - present)  
 Gale Group Marketing & Advertising Reference Service®, File 570 (1984 - present)  
 Business Dateline, File 635 (1985 - present)  
 (Baltimore) The Sun, File 714 (Sep 1990 - present)  
 (Cleveland) The Plain Dealer, File 725 (Aug 1991 - present)  
 (Phoenix) The Arizona Republic/The Phoenix Gazette, File 492 (PG) (April 1986 - Jan 1997)  
 (Portland) The Oregonian, File 704 (1989 - present)  
 Atlanta Journal-Constitution, File 713 (1989 to the present)  
 Denver Post, File 387 (1994 - present)  
 New York Times - Fulltext, File 471 (1980 - present)  
 Newsday and New York Newsday, File 638 (1987 - present)  
 Rocky Mountain News, File 641 (Jun 1989 - present)  
 San Francisco Chronicle, File 640 (1988 - present)  
 St. Louis Post-Dispatch, File 494 (1988 - present)  
 St. Petersburg Times, File 735 (Oct 1989 - present)  
 The Boston Globe, File 631 (Jan 1980 - present)  
 The Christian Science Monitor, File 715 (1989 - present)  
 The Miami Herald, File 702 (1983 - present)  
 The Philadelphia Inquirer, File 633 (1983 - present)  
 USA Today, File 703 (1989 - present)  
 Daily and Sunday Telegraph (London), File 756 (Sep 2000 - present)  
 Independent (London), File 711 (Oct 1988 to 2006)  
 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)



Click on the History link to display a list of your search sessions conducted in the last 30 days. The sessions are grouped by date; using the plus sign, expand the files to review the search commands issued by session. To see the commands, click on the session you want to review. You can also right-click with your mouse on a specific session to rename, delete, or save to a local or network drive.

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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

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.

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

**Disclaimer:**

The list of documents shown below is provided as a courtesy and is not part of the official file wrapper. The content of the images shown in PAIR is the official record.

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

To view your correspondence online or update your email addresses, please visit us anytime at <https://portal.uspto.gov/secure/myportal/privatepair>.

If you have any questions, please email the Electronic Business Center (EBC) at [EBC@uspto.gov](mailto: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

**REQUEST FOR CONTINUED EXAMINATION(RCE)TRANSMITTAL  
(Submitted Only via EFS-Web)**

Application Number	12906979	Filing Date	2010-10-18	Docket Number (if applicable)	23-CON3	Art Unit	3625
First Named Inventor	Ross, D. Delano Jr.			Examiner Name	Garg, Yogesh C.		

**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 \_\_\_\_\_

Enclosed

Amendment/Reply

Information Disclosure Statement (IDS)

Affidavit(s)/ Declaration(s)

Other 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

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.*



## 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 the Freedom of Information Act requires disclosure of these records.
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 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

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

Filed via EFS - February 11, 2013

**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]]~~ 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,

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

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

~~navigation links~~ URLs, used each of which URLs appear on at least some of the web pages of the first website, and each of which links URLs link point to specific respective web pages of the first website.

73. (Currently amended) The method of claim 71 wherein the commerce object associated with the ~~link~~ URL that has been activated comprises information defining an electronic catalog having a multitude of products offered for sale by the merchant offerings through the second web site, and wherein the composite web page contains one or more selectable ~~navigation links~~ 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.

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~~ URL that has been activated comprises information defining a multitude of products of at least the merchant, and 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 plurality of products, and (iii) 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 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.

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~~ URL associated with the information associated with the commerce object associated with the ~~link~~ URL that has been activated, which ~~link~~ URL, 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~~ URL when the server computer detects activation by the web browser of a checkout ~~link~~ URL 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~~[[,]]~~ is a third party with respect to the outsource provider, and the merchant ~~are each~~ is also a third ~~parties~~ party with respect to ~~each other~~ the outsource provider; and
- (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 composite web page includes:
- (A) 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
- (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 composed of a plurality of navigational links URLs, used each of which URLs appear on at least some of the web

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

83. (Currently amended) The apparatus of claim 81 wherein the commerce object associated with the ~~link~~ URL comprises information defining an electronic catalog having a multitude of products offered for sale by the merchant offerings through the second web site, and wherein the composite web page contains one or more selectable ~~navigation links~~ URLs connecting a hierarchical set of additional web pages of the second website, each pertaining to a subset of the product offerings in the catalog.

84. (Currently amended) The apparatus of claim 83 wherein the computer server device 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~~ URL, accept search parameters inputted 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~~ URL associated with the information associated with the commerce object associated with the ~~link~~ URL that has been activated, which ~~link~~ URL, when activated by the web browser, places data representing the commerce object into a virtual shopping cart,

(ii) the computer server device 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~~ URL when the computer server device detects activation by the web browser of a checkout ~~link~~ URL associated with the shopping cart.

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 ~~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,

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[[,]] is a third party with respect to the owner of the server computer, and the merchant ~~are each~~ is also a third parties party with respect to each other the owner of the server computer.

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 composed of a plurality of navigational links URLs, used each of which URLs appear on at least some of the web pages of the first website, and each of which links URLs link point to specific respective web pages of the first website.

90. (Currently amended) The method of claim 87 wherein the commerce object associated with the ~~link~~ URL that has been activated comprises information defining an electronic catalog having a multitude of products offered for sale by the merchant offerings through the second web site, and wherein the composite web page contains one or more selectable ~~navigational links~~ URLs connecting a hierarchical set of additional web pages of the second website, each pertaining to a subset of the product 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~~ URL that has been activated comprises information defining a multitude of products of at least the merchant, and 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 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, ll. 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.”<sup>1</sup> Because the added language simply incorporates

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<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., ¶¶ 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 ¶¶ 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

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<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>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.<sup>4</sup>

**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.”

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<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



“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,”<sup>6</sup> or “a percentage of the sales” paid for producing or assisting in them.<sup>7</sup> 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.<sup>8</sup>

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<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> <http://www.businessdictionary.com/definition/sales-commission.html> (see attached).

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

<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.”<sup>9</sup>

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.

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<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/  
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## BusinessDictionary.com

☆ 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?

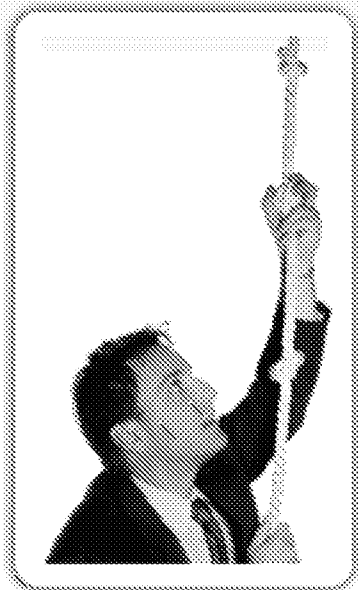
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Being paid on commission means that a person is paid a percentage of the sales that he or she makes. When people are paid totally on commission, they are not receiving a [salary](#) or an hourly rate, but rather are paid only according to the sales 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.

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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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### Applicant Initiated Interview Request Form

Application No.: 12/906,979 First Named Applicant: ROSS, D. DELANO, JR.  
 Examiner: GARG, YOGESH C. Art Unit: 3625 Status of Application: RCE filed 02/11/2013

**Tentative Participants:**

(1) Examiner Garg (2) Louis J. Hoffman  
 (3) \_\_\_\_\_ (4) \_\_\_\_\_

Proposed Date of Interview: please call Proposed Time: \_\_\_\_\_ (AM/PM)

**Type of Interview Requested:**

(1)  Telephonic (2)  Personal (3)  Video Conference

Exhibit To Be Shown or Demonstrated:  YES  NO

If yes, provide brief description: \_\_\_\_\_  
Uncertain. Exhibits available if Examiner needs.

#### Issues To Be Discussed

Issues (Rej., Obj., etc)	Claims/ Fig. #s	Prior Art	Discussed	Agreed	Not Agreed
(1) <u>Rej.</u>	<u>all</u>	<u>Saliba</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(2) _____	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(3) _____	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(4) _____	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Continuation Sheet Attached  Proposed Amendment or Arguments Attached

Brief Description of Arguments to be Presented: See amendment accompanying RCE.

An interview was conducted on the above-identified application on \_\_\_\_\_

**NOTE:** This form should be completed and filed by applicant in advance of the interview (see MPEP § 713.01). If this form is signed by a registered practitioner not of record, the Office will accept this as an indication that he or she is authorized to conduct an interview on behalf of the principal (37 CFR 1.32(a)(3)) pursuant to 37 CFR 1.34. This is not a power of attorney to any above named practitioner. See the Instruction Sheet for this form, which is incorporated by reference. By signing this form, applicant or practitioner is certifying that he or she has read the Instruction Sheet. After the interview is conducted, applicant is advised to file a statement of the substance of this interview (37 CFR 1.133(b)) as soon as possible. This application will not be delayed from issue because of applicant's failure to submit a written record of this interview.

/Louis J. Hoffman/

Applicant/Applicant's Representative Signature

Louis J. Hoffman

Typed/Printed Name of Applicant or Representative

38918

Registration Number, if applicable

Examiner/SPE Signature

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.

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

## Electronic Patent Application Fee Transmittal

<b>Application Number:</b>	12906979
<b>Filing Date:</b>	18-Oct-2010
<b>Title of Invention:</b>	Methods of expanding commercial opportunities for internet websites through coordinated offsite marketing
<b>First Named Inventor/Applicant Name:</b>	D. Delano Ross
<b>Filer:</b>	Louis J. Hoffman/Donald Hertz
<b>Attorney Docket Number:</b>	23-CON3

Filed as Small Entity

### Utility under 35 USC 111(a) Filing Fees

Description	Fee Code	Quantity	Amount	Sub-Total in USD(\$)
<b>Basic Filing:</b>				
<b>Pages:</b>				
<b>Claims:</b>				
<b>Miscellaneous-Filing:</b>				
<b>Petition:</b>				
<b>Patent-Appeals-and-Interference:</b>				
<b>Post-Allowance-and-Post-Issuance:</b>				
<b>Extension-of-Time:</b>				
Extension - 1 month with \$0 paid	2251	1	75	75

Description	Fee Code	Quantity	Amount	Sub-Total in USD(\$)
<b>Miscellaneous:</b>				
Request for continued examination	2801	1	465	465
<b>Total in USD (\$)</b>				<b>540</b>

## Electronic Acknowledgement Receipt

<b>EFS ID:</b>	14932684
<b>Application Number:</b>	12906979
<b>International Application Number:</b>	
<b>Confirmation Number:</b>	1141
<b>Title of Invention:</b>	Methods of expanding commercial opportunities for internet websites through coordinated offsite marketing
<b>First Named Inventor/Applicant Name:</b>	D. Delano Ross
<b>Customer Number:</b>	26362
<b>Filer:</b>	Louis J. Hoffman/Donald Hertz
<b>Filer Authorized By:</b>	Louis J. Hoffman
<b>Attorney Docket Number:</b>	23-CON3
<b>Receipt Date:</b>	11-FEB-2013
<b>Filing Date:</b>	18-OCT-2010
<b>Time Stamp:</b>	20:11:47
<b>Application Type:</b>	Utility under 35 USC 111(a)

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1	Request for Continued Examination (RCE)	13-02-11-DDR-CON3-RCE_Request.pdf	697803 9919c76cd1ba5fe9d74430d7dc5ae762afd5f957	no	3
<b>Warnings:</b>					
<b>Information:</b>					
2	Amendment Submitted/Entered with Filing of CPA/RCE	13-02-11-DDR-CON3-AmAccompRCE.pdf	782970 d66bce64cfee8e4633d8cb5e0c15d85db8f5bcb5	no	23
<b>Warnings:</b>					
<b>Information:</b>					
3	Letter Requesting Interview with Examiner	13-02-11-DDR-CON3-Intview_Request.pdf	159396 9bcd1bb4f8a5c43443ed9d6c3adf1b420d8de980	no	1
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<b>Information:</b>					
4	Fee Worksheet (SB06)	fee-info.pdf	32126 0fdba04c4cbfc887b2a286718fba5c3b7f51c86a	no	2
<b>Warnings:</b>					
<b>Information:</b>					
<b>Total Files Size (in bytes):</b>				1672295	

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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.**

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.

<b>PATENT APPLICATION FEE DETERMINATION RECORD</b> Substitute for Form PTO-875	Application or Docket Number <b>12/906,979</b>	Filing Date <b>10/18/2010</b>	<input type="checkbox"/> To be Mailed
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APPLICATION AS FILED – PART I			OTHER THAN SMALL ENTITY			
	(Column 1)	(Column 2)	SMALL ENTITY <input checked="" type="checkbox"/>	OR		
FOR	NUMBER FILED	NUMBER EXTRA	RATE (\$)	FEE (\$)	RATE (\$)	FEE (\$)
<input type="checkbox"/> BASIC FEE <small>(37 CFR 1.16(a), (b), or (c))</small>	N/A	N/A	N/A		N/A	
<input type="checkbox"/> SEARCH FEE <small>(37 CFR 1.16(k), (j), or (m))</small>	N/A	N/A	N/A		N/A	
<input type="checkbox"/> EXAMINATION FEE <small>(37 CFR 1.16(o), (p), or (q))</small>	N/A	N/A	N/A		N/A	
TOTAL CLAIMS <small>(37 CFR 1.16(j))</small>	minus 20 =	*	X \$ =	OR	X \$ =	
INDEPENDENT CLAIMS <small>(37 CFR 1.16(h))</small>	minus 3 =	*	X \$ =		X \$ =	
<input type="checkbox"/> APPLICATION SIZE FEE <small>(37 CFR 1.16(s))</small>	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).					
<input type="checkbox"/> MULTIPLE DEPENDENT CLAIM PRESENT <small>(37 CFR 1.16(j))</small>						
			TOTAL		TOTAL	

\* If the difference in column 1 is less than zero, enter "0" in column 2.

APPLICATION AS AMENDED – PART II			OTHER THAN SMALL ENTITY			
	(Column 1)	(Column 2)	SMALL ENTITY	OR		

<b>AMENDMENT</b>	<b>02/11/2013</b>	CLAIMS REMAINING AFTER AMENDMENT		HIGHEST NUMBER PREVIOUSLY PAID FOR	PRESENT EXTRA					
	<small>Total (37 CFR 1.16(i))</small>	* 22	Minus	** 22	=	0	X \$31 =	0	OR	X \$ =
	<small>Independent (37 CFR 1.16(h))</small>	* 3	Minus	***3	=	0	X \$125 =	0	OR	X \$ =
	<input type="checkbox"/> Application Size Fee (37 CFR 1.16(s))									
	<input type="checkbox"/> FIRST PRESENTATION OF MULTIPLE DEPENDENT CLAIM (37 CFR 1.16(j))									
						TOTAL ADD'L FEE	<b>0</b>	OR	TOTAL ADD'L FEE	

<b>AMENDMENT</b>		CLAIMS REMAINING AFTER AMENDMENT		HIGHEST NUMBER PREVIOUSLY PAID FOR	PRESENT EXTRA					
	<small>Total (37 CFR 1.16(i))</small>	*	Minus	**	=		X \$ =	OR	X \$ =	
	<small>Independent (37 CFR 1.16(h))</small>	*	Minus	***	=		X \$ =	OR	X \$ =	
	<input type="checkbox"/> Application Size Fee (37 CFR 1.16(s))									
	<input type="checkbox"/> FIRST PRESENTATION OF MULTIPLE DEPENDENT CLAIM (37 CFR 1.16(j))									
						TOTAL ADD'L FEE		OR	TOTAL ADD'L FEE	

\* 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.

Legal Instrument Examiner:  
 /DIANA BATES/

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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Table with 5 columns: APPLICATION NO., FILING DATE, FIRST NAMED INVENTOR, ATTORNEY DOCKET NO., CONFIRMATION NO. Includes fields for EXAMINER (GARG, YOGESH C), ART UNIT (3625), PAPER NUMBER, NOTIFICATION DATE (10/10/2012), and DELIVERY MODE (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

<b>Office Action Summary</b>	<b>Application No.</b> 12/906,979	<b>Applicant(s)</b> ROSS ET AL.	
	<b>Examiner</b> YOGESH C. GARG	<b>Art Unit</b> 3625	

**-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --**

**Period for Reply**

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE 3 MONTH(S) OR THIRTY (30) DAYS, WHICHEVER IS LONGER, FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133). Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

**Status**

- 1)  Responsive to communication(s) filed on 30 July 2012.
- 2a)  This action is **FINAL**.                      2b)  This action is non-final.
- 3)  An election was made by the applicant in response to a restriction requirement set forth during the interview on \_\_\_\_; the restriction requirement and election have been incorporated into this action.
- 4)  Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

**Disposition of Claims**

- 5)  Claim(s) 71-92 is/are pending in the application.  
5a) Of the above claim(s) \_\_\_\_ is/are withdrawn from consideration.
- 6)  Claim(s) \_\_\_\_ is/are allowed.
- 7)  Claim(s) 71-77, 80-85 and 87-92 is/are rejected.
- 8)  Claim(s) 78-79 and 86 is/are objected to.
- 9)  Claim(s) \_\_\_\_ are subject to restriction and/or election requirement.

**Application Papers**

- 10)  The specification is objected to by the Examiner.
- 11)  The drawing(s) filed on \_\_\_\_ is/are: a)  accepted or b)  objected to by the Examiner.  
Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).  
Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).
- 12)  The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

**Priority under 35 U.S.C. § 119**

- 13)  Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).  
a)  All    b)  Some \*    c)  None of:
  - 1.  Certified copies of the priority documents have been received.
  - 2.  Certified copies of the priority documents have been received in Application No. \_\_\_\_.
  - 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.

**Attachment(s)**

- |  |   |
|--|---|
| 1) <input checked="" type="checkbox"/> Notice of References Cited (PTO-892)  | 4) <input type="checkbox"/> Interview Summary (PTO-413)<br>Paper No(s)/Mail Date. ____. |
| 2) <input type="checkbox"/> Notice of Draftperson's Patent Drawing Review (PTO-948)  | 5) <input type="checkbox"/> Notice of Informal Patent Application                       |
| 3) <input checked="" type="checkbox"/> Information Disclosure Statement(s) (PTO/SB/08)<br>Paper No(s)/Mail Date <u>7/30/2012 &amp; 8/10/2012</u> . | 6) <input type="checkbox"/> Other: ____.  |



### **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).

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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:

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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

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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.

***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 negated 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

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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*

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*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

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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.



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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.

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***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

/YOGESH C GARG/  
Primary Examiner, Art Unit 3625

<b>Notice of References Cited</b>	Application/Control No. 12/906,979	Applicant(s)/Patent Under Reexamination ROSS ET AL.	
	Examiner YOGESH C. GARG	Art Unit 3625	Page 1 of 1

**U.S. PATENT DOCUMENTS**

*	Document Number Country Code-Number-Kind Code	Date MM-YYYY	Name	Classification
*	A US-6,032,130 A	02-2000	Alloul et al.	705/14.34
	B US-			
	C US-			
	D US-			
	E US-			
	F US-			
	G US-			
	H US-			
	I US-			
	J US-			
	K US-			
	L US-			
	M US-			

**FOREIGN PATENT DOCUMENTS**

*	Document Number Country Code-Number-Kind Code	Date MM-YYYY	Country	Name	Classification
	N				
	O				
	P				
	Q				
	R				
	S				
	T				

**NON-PATENT DOCUMENTS**

*	Document Number Country Code-Number-Kind Code	Date MM-YYYY	Country	Name	Classification
	Include as applicable: Author, Title Date, Publisher, Edition or Volume, Pertinent Pages)				
	U				
	V				
	W				
	X				

\*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.

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

<b>Ref #</b>	<b>Hits</b>	<b>Search Query</b>	<b>DBs</b>	<b>Default Operator</b>	<b>Plurals</b>	<b>Time Stamp</b>
L1	0	"20020065772".pn.	USPAT	OR	OFF	2012/09/29 17:25
L2	2	"20020065772".pn.	US-PGPUB; USPAT; USOCR; FPRS; EPO; JPO; DERWENT; IBM_TDB	OR	OFF	2012/09/29 17:25

**EAST Search History (Interference)**

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**9/ 29/ 2012 5:51:31 PM**

**C:\Users\ygarg\Documents\EAST\Workspaces\12906979.wsp**

OTHER ART			
Examiner Initials	Item	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.viamail.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: Yogesh Garg/ Date Considered: 09/29/2012

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 applicant.

ALL REFERENCES CONSIDERED EXCEPT WHERE LINED THROUGH. /Y.G./

OTHER ART			
Examiner Initials	Item	Author Title Date Pertinent Pages Etc.	
	20	Archived web page at <a href="http://www.fredericks.com">www.fredericks.com</a> ; April 18, 1997.	
	21	Archived web page at <a href="http://www.thespaceshop.com">www.thespaceshop.com</a> ; December 12, 1998.	
	22	Archived web page at <a href="http://www.kennedyspacecenter.com">www.kennedyspacecenter.com</a> ; January 30, 1998.	
	23	Archived web page at <a href="http://nasa.viamall.com">nasa.viamall.com</a> ; December 22, 1997.	
	24	Trademark Electronic Search System (TESS) record of MARKETPLACEMCI; Reg. 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.	
	27	"News Corp./MCI Online Venture adds Nordstrom to marketplaceMCI"; Business Wire; October 5, 1995.	
	28	"News Corp./MCI Online Ventures Offers Innovations in Online Shopping"; Business Wire; December 5, 1995.	
	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 <a href="http://www.paulgraham.com/vwplan.html">http://www.paulgraham.com/vwplan.html</a> ; referring to document dated August 24, 1995.	
	33	Archived web page at <a href="http://www.rollingstone.com">www.rollingstone.com</a> ; December 10, 1997.	
	34	Wilson, Ralph F.; "Shopping Caris for Small Sites"; Web Commerce Today; Issue 6; January 13, 1998.	
	35	Archived web page at <a href="http://shopsite.com">shopsite.com</a> ; December 28, 1996.	
	36	Archived web pages at <a href="http://www.shopsite.com">www.shopsite.com</a> ; January 10, 1997.	
	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, <a href="http://en.wikipedia.org/wiki/RTML">http://en.wikipedia.org/wiki/RTML</a> , April 4, 2011.	
	39	"Digital River: Plumbing the Web"; The Digital River Review; February 1998.	
	40	Web pages from <a href="http://www3.digitalriver.com">www3.digitalriver.com</a> ; May 1998.	

Examiner: Yogesh Gargi Date Considered: 09/29/2012

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 applicant.

ALL REFERENCES CONSIDERED EXCEPT WHERE LINED THROUGH. /Y.G./

OTHER ART			
Examiner Initials	Item	Author	Title Date Pertinent Pages Etc.
	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.
	45		Archived web pages at www.fredericks.com; November 4, 1996.
	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.sunt-sentinel.com; September 25, 1997.
	48		"YAHOO TO ACQUIRE VIAWEB"; Press Release found at http://docs.yahoo.com/docs/pr/release184.html; June 8, 1998.
	49		ForeFront releases WebWhacker 1.0; CNET News; January 4, 1996.
	50		ForeFront-WebWhacker User's Guide; 1995-1996.
	51		"Offline Web browsing: It's like surfing in Ohio"; INFOWORLD.com; Vol. 18, Issue 32; August 5, 1996.
	52		"You can take it with you with ForeFront's WebWhacker"; INFOWORLD.com; Vol. 19, Issue 18; May 5, 1997.
	53		Archived webpage at www.ffg.com regarding WebWhacker 3.0; April 1, 1997.
	54		Archived webpage at www.ffg.com regarding WebWhacker; December 31, 1996.
	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.
	58		Nexchange Merchant Internet Distributed Commerce Network Agreement, for Dunwoody Gourmet; September 1, 1998.
	59		MicroShops Business Plan, Century Technology Group, MicroShops, version 0.2, March 1998.
	60		Digital River, Inc. Dealer Agreement with Ocial Publications Limited, January 1, 1997.

Examiner: Yogesh Garg/ Date Considered: 09/29/2012

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OTHER ART		
Examiner Initials	Item	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 <a href="http://ego.net/">http://ego.net/</a> , December 22, 1997.
	67	Archived webpage at <a href="http://www2.travelnow.com">www2.travelnow.com</a> , September 30, 1999.
	68	Archived webpage at <a href="http://www.newyorknews.com">www.newyorknews.com</a> , February 4, 1998.
	69	Archived webpage at <a href="http://www.newyorknews.com">www.newyorknews.com</a> , July 12, 1998.
	70	Archived webpage at <a href="http://www.newyorknews.com">www.newyorknews.com</a> , February 19, 1999.
	71	Archived webpage at <a href="http://www2.travelnow.com">www2.travelnow.com</a> , September 11, 1999.
	72	Archived webpage at <a href="http://www.travlang.com">www.travlang.com</a> , February 27, 1997.
	73	Archived webpage at <a href="http://www.travelnow.com">www.travelnow.com</a> , May 12, 2000.
	74	Archived webpage at <a href="http://travel.yahoo.com">http://travel.yahoo.com</a> , December 6, 1998.
	75	Archived webpage at <a href="http://www.statenislandonline.com">www.statenislandonline.com</a> , April 18, 1997.
	76	Archived webpage at <a href="http://www2.travelnow.com">www2.travelnow.com</a> , November 13, 1999.

Examiner: Yogesh Garg/

Date Considered: 09/29/2012

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	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 Netscape Netcenter; Travelocity Featured as Exclusive Travel Partner for 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: /Yogesh Garg/ Date Considered: 09/29/2012

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 applicant.

ALL REFERENCES CONSIDERED EXCEPT WHERE LINED THROUGH. /Y.G./

<b>Index of Claims</b>  	<b>Application/Control No.</b> 12906979	<b>Applicant(s)/Patent Under Reexamination</b> ROSS ET AL.
	<b>Examiner</b> YOGESH C GARG	<b>Art Unit</b> 3625

✓	<b>Rejected</b>
=	<b>Allowed</b>


-	<b>Cancelled</b>
÷	<b>Restricted</b>

N	<b>Non-Elected</b>
I	<b>Interference</b>

A	<b>Appeal</b>
O	<b>Objected</b>

Claims renumbered in the same order as presented by applicant
  CPA
  T.D.
  R.1.47

CLAIM		DATE							
Final	Original	06/26/2012	09/29/2012						
	71	✓	✓						
	72	✓	✓						
	73	✓	✓						
	74	✓	✓						
	75	✓	✓						
	76	✓	✓						
	77	✓	✓						
	78	✓	○						
	79	✓	○						
	80	✓	✓						
	81	✓	✓						
	82	✓	✓						
	83	✓	✓						
	84	✓	✓						
	85	✓	✓						
	86	✓	○						
	87	✓	✓						
	88	✓	✓						
	89	✓	✓						
	90	✓	✓						
	91	✓	✓						
	92	✓	✓						

<b>Search Notes</b>  	<b>Application/Control No.</b>  12906979	<b>Applicant(s)/Patent Under Reexamination</b>  ROSS ET AL.
	<b>Examiner</b>  YOGESH C GARG	<b>Art Unit</b>  3625

SEARCHED			
Class	Subclass	Date	Examiner
705	26.41	6/26/2012	YG
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			
Class	Subclass	Date	Examiner
705	26.41	6/26/2012	YG
709	218, 200	6/26/2012	YG

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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

Oct 10, 2012 05:26:03 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.

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

**Disclaimer:**

The list of documents shown below is provided as a courtesy and is not part of the official file wrapper. The content of the images shown in PAIR is the official record.

Application	Document	Mailroom Date	Attorney Docket No.
12906979	CTFR	10/10/2012	23-CON3
	CTFR	10/10/2012	23-CON3
	892	10/10/2012	23-CON3
	1449	10/10/2012	23-CON3
	1449	10/10/2012	23-CON3

To view your correspondence online or update your email addresses, please visit us anytime at <https://sportal.uspto.gov/secure/myportal/privatepair>.

If you have any questions, please email the Electronic Business Center (EBC) at [EBC@uspto.gov](mailto: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

## Applicant Initiated Interview Request Form

Application No.: 12/906,979 First Named Applicant: Ross, D. Delano Jr.  
 Examiner: Garg, Yogesh C. Art Unit: 3625 Status of Application: Response to 1st OA filed 7/30/2012

**Tentative Participants:**

(1) Examiner Garg (2) Louis J. Hoffman  
 (3) \_\_\_\_\_ (4) \_\_\_\_\_

Proposed Date of Interview: \_\_\_\_\_ at examiner's convenience Proposed Time: \_\_\_\_\_ (AM/PM)

**Type of Interview Requested:**

(1)  Telephonic (2)  Personal (3)  Video Conference

Exhibit To Be Shown or Demonstrated:  YES  NO

If yes, provide brief description: \_\_\_\_\_

### Issues To Be Discussed

Issues (Rej., Obj., etc)	Claims/ Fig. #s	Prior Art	Discussed	Agreed	Not Agreed
(1) <u>Any</u>	<u>All claims</u>	<u>Any desired</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(2) _____	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(3) _____	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(4) _____	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Continuation Sheet Attached  Proposed Amendment or Arguments Attached

**Brief Description of Arguments to be Presented:** Discuss 7/30/2012 Amendment to confirm overcoming rejections and address any questions regarding the IDS references, embodiments, or claim language.

An interview was conducted on the above-identified application on \_\_\_\_\_

**NOTE:** This form should be completed and filed by applicant in advance of the interview (see MPEP § 713.01). If this form is signed by a registered practitioner not of record, the Office will accept this as an indication that he or she is authorized to conduct an interview on behalf of the principal (37 CFR 1.32(a)(3)) pursuant to 37 CFR 1.34. This is not a power of attorney to any above named practitioner. See the Instruction Sheet for this form, which is incorporated by reference. By signing this form, applicant or practitioner is certifying that he or she has read the Instruction Sheet. After the interview is conducted, applicant is advised to file a statement of the substance of this interview (37 CFR 1.133(b)) as soon as possible. This application will not be delayed from issue because of applicant's failure to submit a written record of this interview.

/Louis J. Hoffman/

Applicant/Applicant's Representative Signature

Louis J. Hoffman

Typed/Printed Name of Applicant or Representative

38918

Registration Number, if applicable

Examiner/SPE Signature

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.

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

## Electronic Acknowledgement Receipt

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

### Payment information:

Submitted with Payment	no
------------------------	----

### File Listing:

Document Number	Document Description	File Name	File Size(Bytes)/ Message Digest	Multi Part /.zip	Pages (if appl.)
1	Letter Requesting Interview with Examiner	12-08-31-DDR-CON3- Interview_Request_Form.pdf	160461 <small>b2e299f560c2b83a9bb6ae8b33ce432b670403f3</small>	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.**

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.
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	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: \_\_\_\_\_

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.



SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, D.C. 20549

FORM 10-K

Annual Report Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934 [Fee Required]

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(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  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.

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.

## 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), SABRErail(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) -- 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.

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(1) 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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 (2) 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 AIRPLITE(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.

## 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 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.

In June 1984, American Home Air, Inc. filed suit against American in the U.S. District Court for the Eastern District of Louisiana, requesting injunctive relief and a declaratory judgment. It claimed that American was in violation of the Louisiana Fair Labor Practices Act and the Louisiana Wage Payment Act. American Home Air also filed suit against American in the U.S. District Court for the Eastern District of Louisiana, requesting injunctive relief and a declaratory judgment. American Home Air also filed suit against American in the U.S. District Court for the Eastern District of Louisiana, requesting injunctive relief and a declaratory judgment.

In 1984, American Home Air filed a motion for summary judgment with the U.S. District Court for the Eastern District of Louisiana, requesting summary judgment on its motion for summary judgment. The court granted summary judgment in favor of American Home Air, and American Home Air appealed the summary judgment to the U.S. Court of Appeals for the Fifth Circuit. The court affirmed the summary judgment of the U.S. District Court, and American Home Air filed a petition for writ of habeas corpus with the U.S. District Court for the Eastern District of Louisiana, requesting a writ of habeas corpus.

1186 B. DISPOSITION OF ASSETS TO A TRUST OF BENEFICIARIES

In October 1, 1984, American Home Air, Inc. was the sole proprietor of the company, and the company's assets and liabilities were transferred to a trust of beneficiaries. The trust of beneficiaries was created by American Home Air, Inc. and the trust of beneficiaries was created by American Home Air, Inc.

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1186 C

The Company's Class A common stock is traded on the New York Stock Exchange (NYSE). The approximate number of shares owned by the Company's Class A common stock as of March 24, 1995 was 111,000,000 shares of the Company's Class A common stock was owned by NYI and listed on the public trading market for such shares.

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The table of financial ratios below are the Company's Class A common stock on the New York Stock Exchange under the Company's initial public offering of Class A common stock on October 11, 1984.

Table with 2 columns: Ratio and Year. Rows include: Market Value, Total Assets, Total Liabilities, Total Equity, Total Debt, Total Cash, Total Receivables, Total Payables, Total Inventory, Total Fixed Assets, Total Intangible Assets, Total Goodwill, Total Intangible Assets, Total Goodwill.

The table of financial ratios below are the Company's Class A common stock on the New York Stock Exchange under the Company's initial public offering of Class A common stock on October 11, 1984.

Table 1. Consolidated Operating Financial Data

Table with 6 columns: Year ended December 31, 1994, 1993, 1992, 1991, 1990. Rows include: Operating Income, Other Income (Expenses), Income Taxes, Net Income, Earnings per share, Return on Equity.

Table 2. Balance Sheet Data

Table with 6 columns: Year ended December 31, 1994, 1993, 1992, 1991, 1990. Rows include: Cash, Accounts Receivable, Inventory, Prepaid Expenses, Other Assets, Total Assets, Accounts Payable, Other Liabilities, Total Liabilities, Total Equity.

Table 3. Other Data

Table with 6 columns: Year ended December 31, 1994, 1993, 1992, 1991, 1990. Rows include: Operating Income as a Percentage of Revenue, Percentage of Revenue from Operations, Operating Expenses, Research and Development, Capital Expenditures, Dividends Paid, Total Payouts, Corporate Income Tax Expense.

- (1) The Company has significant transactions with NYI and American. For more information, see Note 4 to the Consolidated Financial Statements of the Form S-1 of the registration statement and its amendments filed with the SEC on October 1, 1994 as a result of the plan for the privatization.
- (2) The operating results for the years ended December 31, 1993 and 1992 include a provision for losses of \$15 million and \$21 million, respectively, associated with a reorganization system project and resolution of related litigation. For balance sheets as of December 31, 1993 and 1992 include current liabilities of \$58 million and \$33 million, respectively.
- (3) Beginning January 1, 1992, the Company adopted SFAS 108, Accounting for Non-Resident Sensitive Data. This involved changing the method of accounting for these benefits. The cumulative effect of adopting SFAS 108 as of January 1, 1992 was a decrease of \$13 million, net of effect of \$35 million.

Table 4. Management's Discussion and Analysis of Financial Condition and Results of Operations

During 1995 the Company generated approximately 67.9% of its revenue from operations through affiliated customers and approximately 32.1% of its revenue from independent technology solution providers. The following table sets forth revenues by affiliation and geographic location as a percent of total revenues:

Table with 3 columns: Year, 1995, 1994. Rows include: Affiliation (Domestic, International), Geographic (United States, International), Total.

Total revenues have grown at a compound annual growth rate of 7.4% for 1994 through 1995. Revenues from affiliated customers as a percent of total revenues have declined as the Company's related revenues have grown. Revenues from independent customers have grown at a compound annual growth rate of 7.4% for the two year period ended December 31, 1995. In 1995, total revenues from affiliated customers decreased for the most time period due to the impact of the Affiliates Agreements (discussed below) on revenues in 1995. The impact of the Affiliates Agreements on revenues represented by affiliated customers revenues will continue to decrease. International revenues have increased as a percent of total revenues. International revenues have grown at a compound annual growth rate of 15.2% for the two year period ended December 31, 1995. In 1995, total revenues from the United States have grown at a compound annual rate of 5.8% over the two periods, to \$1,335 million in 1995.

The Company's primary expenses from providing financial intelligence services and information technology solutions consist of salaries, benefits and other employee related costs, depreciation and amortization, communications costs, equipment maintenance costs and labor and other overhead expenses. Salaries and other employee related costs, depreciation and amortization and communications costs have increased over 1994. Total costs representing approximately 70% through 1995. Salaries and benefits have grown at a rate higher than that of revenues in order to support the Company's growth. Salaries and other employee related costs have decreased primarily due to the benefits of prior and subsequent investments for data center equipment and other related equipment. In addition, communications expense has decreased due to data communications expense in 1994 was reported by the affiliate agreements and decreased under contract with American, including increased employee travel costs and other expenses, and wireless support systems to American. As a result, operating costs as a percentage of revenue decreased from 34.9% in 1994 to 29.4% in 1995.

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The dividend rates on the December 31, 1999, are based on the rate of the common  
 dividend, which was 1.25% for the year ended December 31, 1999. The dividend rates on  
 the Company's series of preferred stock for the year ended December 31, 1999, are based on the  
 available, upon the Company's terms, if not due to the Company, the dividend  
 rate of 1.25% annually and accrued interest to the date of the dividend. The dividend  
 rate of 1.25% is the average dividend rate of the common stock for 1999 and 2000. The  
 Company may pay the dividend in cash or in kind, at its discretion.

The Company completed the offering of \$10,000,000 of Series A  
 common stock for the year ended December 31, 1999. The offering price  
 of \$25 per share resulted in net proceeds to the Company of approximately \$10.0  
 million after deducting underwriting discounts, commissions and other expenses  
 payable by the Company. The Company used approximately \$7.0 million of the net  
 proceeds to repay a portion of the indebtedness.

The Company expects that the principal use of funds in the foreseeable  
 future will be for capital expenditures, software product development,  
 operations and working capital. Capital expenditures will consist of  
 purchases of equipment for the core business, as well as computer equipment,  
 printers, telephones and other items of support in operating activities.  
 equipment primarily for future operations. The acquisition of the software base  
 and 11,111 and product support requirements. The Company has estimated capital  
 expenditures of approximately \$24 million for 1999 and 1997. The  
 Company believes available cash and cash equivalents and short-term  
 investments combined with cash flows from operations will be sufficient to meet  
 the Company's capital requirements.

The Company currently intends to retain the services of former future  
 growth and, therefore, does not anticipate paying any cash dividends on its  
 common stock in the foreseeable future. Any determination as to the payment of  
 dividends will depend upon the financial results of operations, capital  
 requirements and financial condition of the Company and any restrictions on  
 and other factors in the future of the Company may continue.

including any contractual or statutory restrictions on the Company's ability to  
 pay dividends.

Statement of this report which are not subject to audit, but  
 including statements regarding the Company's obligations, liabilities,  
 uncertainties, risks, limitations in insurance for the future, may be found  
 including statements within the meaning of Section 210 of the Securities Exchange  
 Act of 1934, as amended. All forward looking statements in this report are  
 based upon information available to the Company on the date of this report. The  
 Company undertakes no obligation to update or revise any forward  
 looking statements, whether as a result of new information, future events or  
 otherwise. Any forward looking statements involve risks and uncertainties that  
 could cause actual results to differ materially from those of  
 results contained in the forward looking statements. Risks are contained and  
 to please refer to the risks contained in the forward looking statements.

Risks associated with the Company's forward looking statements  
 include, but are not limited to: risks related to the Company's relationships  
 with customers and its affiliates, including risks that customers may terminate  
 any of the agreements with the Company, or fail to otherwise honor contracts to  
 purchase the principal software components, or otherwise fail to honor certain  
 of the agreements, risks associated with competition, and technological  
 changes by competitors which could reduce the Company's market position, or  
 change pricing practices, or otherwise impede or prevent the Company's  
 development or expansion in new markets that might adversely affect its  
 operations or otherwise result in loss of opportunity or the loss of existing and  
 existing customers, risks of the Company's dependence on a limited number of  
 customers and the loss of one or more of these customers and the resulting  
 impact on the Company's operating performance and the resulting risk  
 that the Company may be unable to maintain its competitive position in the  
 marketplace or the loss of key personnel or the loss of key relationships  
 that may cause significant damage to the Company's data storage facility, risks  
 associated with the Company's international operations, such as currency  
 fluctuations, governmental agencies, barriers and trade barriers, laws of one  
 or different legal and regulatory requirements and their associated with the  
 Company's growth strategy, including fluctuations in operating margins and the  
 ability to successfully execute its business.

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The Company believes that inflation has not had a material effect on  
 its results of operations.

2000 FINANCIAL STATEMENTS OF INCOME DATA

The pro forma statement of income data in the table below is based  
 upon the historical financial statements of the Company and income tax  
 information and the offering were reclassified on January 1, 1997. The pro  
 forma information is presented for illustrative purposes only and is not  
 necessarily indicative of the operating results that would have occurred if  
 such transactions had been consummated on January 1, 1997, nor is it  
 necessarily indicative of future results of operations.

The following information is based on data included in the consolidated  
 with the consolidated financial statements and related notes thereto of the  
 Company included in this report. All figures are presented in millions of dollars  
 of the affiliate agreements and the information as well as other adjustments  
 associated with the reclassification and the offering, for 1997 and to the  
 consolidated financial statements, amounts shown below are in thousands, with  
 the exception of per share amounts.

	Year ended December 31,	Year ended December 31,
	1999	1997
<b>2000 Income Statement</b>		
Revenue	\$ 4,401,732	\$ 488,057
Information technology services	488,056	488,056
	.....	.....
Total revenue	1,785,859	1,785,859
Operating expenses:		
Direct labor	761,558	682,359
Information technology services	302,497	302,388
Marketing, general and administrative	482,619	350,643
	.....	.....
Total operating expenses	1,546,674	1,335,390
Operating income	239,185	450,469
Other income (expense)		
Interest income	13,285	7,225
Interest expense	(23,259)	(21,282)
Income tax	17,368	(14,624)
Income before provision for income taxes	236,579	321,818
Provision for income taxes	(22,020)	(35,624)
	.....	.....
Net earnings	\$ 214,559	\$ 286,194
	.....	.....
Earnings per common share	\$ 0.88	\$ 1.00
	.....	.....

2000 FINANCIAL STATEMENTS OF INCOME DATA

RECLASSIFIED FINANCIAL STATEMENTS. Electronic Income Distribution per Share  
 for the year ended December 31, 2000 increased approximately \$14  
 million, 11.9%, compared to the year ended December 31, 1999, from \$847 million  
 to \$1,010 million. The increase was primarily due to an increase in operating  
 income from \$209 million to \$1,207 million. This increase was driven by  
 an increase in billing volume partially offsettable by an operational  
 expense in the year and other factors, as reported previously in the filing for  
 forward looking statements, and a magnitude of approximately \$100 million  
 participation level within 2000.

The total cost of expenses for information service distribution  
 increased approximately \$97 million, 12.2%, from \$796 million to \$893 million.  
 This increase was primarily attributable to an increase in software and  
 content and software development expenses. Software and content expenses due to  
 an increase in approximately 25% in the average number of employees necessary  
 to support the growth in revenue growth and new product development. Software  
 development expenses increased in order to maintain and expand the Company's  
 travel agency subscription base.

The total cost of expenses for information service distribution  
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The Board of Directors and Shareholders  
 The SAGE Group Holdings, Inc.

We have audited the accompanying consolidated balance sheets of The SAGE Group Holdings, Inc. and subsidiary as of December 31, 1995 and 1994, and the related consolidated statements of income and stockholders' equity and cash flows for each of the three years in the period ended December 31, 1995. These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements based on our audits.

We conducted our audits in accordance with generally accepted auditing standards. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the consolidated financial position of The SAGE Group Holdings, Inc. and subsidiary at December 31, 1995 and 1994, and the consolidated results of its operations and its cash flows for each of the three years in the period ended December 31, 1995 in conformity with generally accepted accounting principles.

DELOE A. RYAN LLP

Dallas, Texas  
 January 12, 1996

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 THE SAGE GROUP HOLDINGS, INC.  
 CONSOLIDATED BALANCE SHEETS  
 (IN THOUSANDS)

	DECEMBER 31, 1995	DECEMBER 31, 1994
<b>CURRENT ASSETS</b>		
Cash and cash equivalents	\$ 14,032	\$ 34,964
Short-term investments	425,042	--
Accounts receivable, net	351,030	224,576
Prepaid expenses	74,856	7,588
Deferred income taxes	83,346	21,329
<b>TOTAL CURRENT ASSETS</b>	<b>948,306</b>	<b>271,457</b>
<b>PROPERTY AND EQUIPMENT</b>		
Land and leasehold improvements	162,075	34,420
Buildings, fixtures and equipment	21,020	4,049
Leasehold improvements	543,162	324,536
Computer equipment	300,892	422,599
<b>TOTAL PROPERTY AND EQUIPMENT</b>	<b>1,027,149</b>	<b>785,594</b>
Accumulated depreciation and amortization	(663,608)	(263,939)
<b>TOTAL PROPERTY AND EQUIPMENT</b>	<b>363,541</b>	<b>521,655</b>
<b>OTHER ASSETS</b>	<b>22,644</b>	<b>79,465</b>
<b>TOTAL ASSETS</b>	<b>\$ 1,334,491</b>	<b>\$ 872,577</b>
<b>LIABILITIES AND STOCKHOLDERS' EQUITY</b>		
<b>CURRENT LIABILITIES</b>		
Accounts payable	\$ 39,622	\$ 54,716
Deferred compensation and related benefits	13,047	24,496
Other current liabilities	310,191	191,974
Dividends in arrears	27,090	24,155
<b>TOTAL CURRENT LIABILITIES</b>	<b>410,950</b>	<b>395,341</b>
Deferred income taxes	13,295	10,513
STOCKHOLDERS' EQUITY	23,246	17,713
OTHER LIABILITIES	44,000	9,788
DEFERRED INCOME TAXES	117,012	--
<b>LIABILITIES AND STOCKHOLDERS' EQUITY</b>	<b>\$ 1,334,491</b>	<b>\$ 872,577</b>
<b>STOCKHOLDERS' EQUITY</b>		
Preferred stock, \$1.00 par value, 41,000 shares authorized, no shares issued	--	--
Common stock	--	--
Class A, 0.01 par value, 250,000 shares authorized, 63,196 shares issued and outstanding	234	--
Class B, 0.01 par value, 107,174 shares authorized, 107,174 shares issued and outstanding	1,034	--
Additional paid-in capital	481,655	--
Retained deficit	(13,132)	--
Stockholders' int. investment	--	422,139
<b>TOTAL STOCKHOLDERS' EQUITY</b>	<b>489,831</b>	<b>422,139</b>
<b>TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY</b>	<b>\$ 1,334,491</b>	<b>\$ 872,577</b>

See notes to the consolidated financial statements.

22  
 THE SAGE GROUP HOLDINGS, INC.  
 CONSOLIDATED STATEMENTS OF INCOME  
 (IN THOUSANDS, EXCEPT PER SHARE AMOUNTS)

	YEAR ENDED DECEMBER 31,		
	1995	1994	1993
<b>OPERATING REVENUE</b>			
Structural steel distribution	\$ 1,401,731	\$ 1,050,940	\$ 955,359
Information technology solutions	262,496	262,496	509,794
<b>TOTAL REVENUE</b>	<b>1,664,227</b>	<b>1,313,436</b>	<b>1,465,153</b>
<b>OPERATING EXPENSES</b>			
Cost of revenues			
Electronic design distribution	763,261	659,272	565,540
Information technology solutions	949,357	904,459	586,505
Overhead, support and administration	486,771	338,066	315,304
<b>Total operating expenses</b>	<b>1,200,389</b>	<b>901,797</b>	<b>867,349</b>
<b>OPERATING INCOME</b>	<b>463,838</b>	<b>411,639</b>	<b>597,804</b>
Other income (expense)			
Interest income	13,200	7,225	9,070
Interest expense	(27,401)	(6,685)	(35,555)
Other, net	(2,027)	(31,844)	(33,350)
<b>Income before provision for income taxes</b>	<b>397,609</b>	<b>374,325</b>	<b>537,969</b>
Provision for income taxes	115,554	144,224	126,899
<b>NET EARNINGS</b>	<b>\$ 282,055</b>	<b>\$ 230,101</b>	<b>\$ 411,070</b>
<b>Earnings per common share</b>			
Per share earnings per common share	\$ 1.45	\$ 1.19	\$ 1.99
Earnings per common share	\$ 1.45	\$ 1.19	\$ 1.99
Income and expense equivalent shares used in per share calculation	233,359	430,603	430,603

See notes to the consolidated financial statements.

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THE SAGE GROUP HOLDINGS, INC.
CONSOLIDATED STATEMENTS OF CASH FLOWS
(In Millions)

Table with 3 columns: Year (1997, 1996, 1995) and various cash flow categories such as Operating Activities, Investing Activities, and Financing Activities.

See later to the consolidated financial statements.

THE SAGE GROUP HOLDINGS, INC.
CONSOLIDATED STATEMENTS OF MEMBERS' EQUITY
(In Millions)

Table with 7 columns: Class A Shares, Class B Shares, Additional Paid-in Capital, Retained Deficit, Stockholders' Equity, and Total. Rows include details for 1997, 1996, and 1995.

SEE NOTES TO THE CONSOLIDATING FINANCIAL STATEMENTS.

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THE SAGE GROUP HOLDINGS, INC.
STATE OF NEBRASKA FINANCIAL STATEMENTS

1. BUSINESS ORGANIZATION

The Sage Group Holdings, Inc. is a holding company for the various operating units in the Sage Group, Inc. which operate in the organization of business...

On July 1, 1995, the corporation the successors of the Sage Group, Inc. ("Successors") as part of the reorganization...

In connection with the reorganization on July 1, 1995, the Company issued 1,000 shares of common stock, par value \$ 0.01 per share...

Subsequently with the reorganization, the 1,000 shares of common stock held by the Successors were transferred to the Sage Group, Inc.

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

STATE OF NEBRASKA POLICIES - The consolidated financial statements have been prepared using the historical cost method and the fair market value method...

CASH AND CASH EQUIVALENTS - Cash and cash equivalents are defined as cash and items that are readily convertible into cash and have a maturity of three months or less...

THE SAGE GROUP HOLDINGS, INC.
STATE OF NEBRASKA FINANCIAL STATEMENTS

DEPRECIATION AND AMORTIZATION - The Company's depreciation and amortization policies are as follows:

Table with 2 columns: Property and Equipment, and Useful Lives. Rows include Buildings, Furniture and Equipment, Leasehold Improvements, and Other Assets.

Property and equipment are stated at cost less accumulated depreciation and amortization, which are calculated on the straight-line basis...

DEPRECIATION METHODS - Buildings are depreciated on the straight-line method over their useful lives. Furniture and equipment are depreciated on the straight-line method...

DEPRECIATION POLICY - The Company provides detailed annual financial statements using the straight-line method and the fair market value method...

The Company also provides additional financial information to the Successors on an annual basis and other periodic reports. The Company has provided this information to the Successors on an annual basis...

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income taxes. The amounts reported for the Company are included in the consolidated federal income tax return of AMR, which to July 1, 1998, under the terms of a tax sharing agreement, the Company paid and an amount equal to the amount the parent calculated as if the Company had filed separate income tax returns.

The Company and AMR entered into a tax sharing agreement effective July 1, 1998, (the "Tax Sharing Agreement"), which provides for the allocation of tax liabilities during the tax period the Company is included in the consolidated federal income tax return. The Company's share of the tax liability is based on the Company's relative contribution to the consolidated federal income tax liability. The Company's share of the tax liability is based on the Company's relative contribution to the consolidated federal income tax liability. The Company's share of the tax liability is based on the Company's relative contribution to the consolidated federal income tax liability.

Except for certain items specified in the Tax Sharing Agreement, AMR generally is liable for the federal income tax liability, and the Company is liable for the state income tax liability. The Company's share of the tax liability is based on the Company's relative contribution to the consolidated federal income tax liability.

The Company complies with the provisions of the Tax Sharing Agreement using the liability method as if it were a separate taxpayer. Under the liability method, deferred income tax assets and liabilities are determined based on differences between financial reporting and income tax bases of assets and liabilities and are measured using the enacted tax rates and laws. The measurement of deferred tax assets is adjusted by a valuation allowance, if necessary, to recognize the amount of deferred tax assets that are expected to be realized.

RESEARCH AND DEVELOPMENT COSTS - All costs in the research and development process which are classified as research and development costs, which have not been capitalized, are expensed as incurred. The Company's research and development costs are expensed as incurred. The Company's research and development costs are expensed as incurred.

CONCENTRATION OF CREDIT RISK - The Company's customers are geographically concentrated in the United States, Europe and Canada, and are concentrated in the telecommunications industry. The Company's customers are geographically concentrated in the telecommunications industry. The Company's customers are geographically concentrated in the telecommunications industry.

USE OF ESTIMATES - The preparation of consolidated financial statements in conformity with generally accepted accounting principles requires the use of estimates. The preparation of consolidated financial statements in conformity with generally accepted accounting principles requires the use of estimates.

STOCK OPTIONS AND WARRANTS - The Company accounts for stock awards and options (including awards of non-vested and restricted stock) in accordance with Accounting Principles Board Opinion No. 25, "Accounting for Stock Awards to Employees," to the extent that the awards are not classified as stock awards. The Company accounts for stock awards in accordance with Accounting Principles Board Opinion No. 25, "Accounting for Stock Awards to Employees," to the extent that the awards are not classified as stock awards.

ISSUANCE OF COMMON STOCK - The net proceeds from the sale of common stock issued in connection with the offering of common stock of \$10,000,000, net of costs of \$1,000,000, were used to pay down debt outstanding for the year ended December 31, 1997. The weighted average common stock base for 1998 is calculated as though the 10,000,000 shares were

outstanding the entire year. Adjusted for the weighted average additional shares of Class A Common Stock issued subsequent to the offering, the diluted impact of common stock on earnings is based on the weighted average number of shares outstanding under the long-term incentive plan for the year ended December 31, 1998.

3. SHORT TERM INVESTMENTS

At December 31, 1998, all short-term investments consisted of:	
Overnight investment with bank deposits	\$ 66,346
Corporate notes	566,346
Government	28,337
U.S. Government	70,338
	242,255
	863,312

The following table summarizes short term investments by contractual maturity as December 31, 1998, in accordance:

Due in one year or less	2282,739
Due after one year through three years	66,223
Due after three years	60,877
	2949
	816,642
	863,312

SHORT TERM INVESTMENTS - All of which was classified as available-for-sale in accordance with Statement of Financial Accounting Standards (SFAS) No. 115, "Accounting for Certain Investments and Equity Securities," was stated at fair value based on market quotes. There were no significant differences between quoted cost and estimated fair value at December 31, 1998. The Company's short term investments, net of deferred taxes, are reported as an adjustment to consolidated equity. Short term investments, net of deferred taxes, are reported as an adjustment to consolidated equity.

4. DEBT SECURED MONY OBLIGATIONS

LIABILITIES TO AMR - FINANCIALS FROM ASSIGNED - Certain of the debt from AMR, net of which the Company has earned distributions, are reported as liabilities to AMR. The Company has earned distributions, net of which the Company has earned distributions, net of which the Company has earned distributions.

IN CONNECTION WITH THE CAPITAL RESTRUCTURING AGREEMENT, AMR has provided to AMR of approximately \$20 million was committed to AMR in connection with the offering of common stock of \$10,000,000, net of costs of \$1,000,000, were used to pay down debt outstanding for the year ended December 31, 1997. The weighted average common stock base for 1998 is calculated as though the 10,000,000 shares were

ISSUED TO AMR - In connection with the restructuring agreement, AMR has provided to AMR of approximately \$20 million was committed to AMR in connection with the offering of common stock of \$10,000,000, net of costs of \$1,000,000, were used to pay down debt outstanding for the year ended December 31, 1997. The weighted average common stock base for 1998 is calculated as though the 10,000,000 shares were

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Information technology investments, and in 1998 the Company moved to America's Choice into state-of-the-art facilities due December 31, 1998 with a capital cost of \$20 million (the "Investment") and other costs representing 40% of the total investment. The Company's investment in information technology is expected to be completed by the end of 1998.

The Company used approximately \$100 million of the net proceeds from the offering to repay a portion of the debt issued by AMR.

The interest rate on the debt is based on the six-month LIBOR rate. The Company's debt is based on the six-month LIBOR rate. The Company's debt is based on the six-month LIBOR rate.

PROPERTY AND EQUIPMENT - On July 1, 1998, AMR contributed buildings, furniture and fixtures in addition to those discussed above to the Company with an original cost of approximately \$200 million and a net book value of \$100 million.

SECURITIES AGREEMENT - In connection with the restructuring, the Company has entered into securities agreements with AMR and the affiliates (the "Securities Agreements"), which are discussed below.

TECHNOLOGY SERVICES AGREEMENT - The Company is party to the Technology Services Agreement, which provides for the Company to provide technology services to AMR. The Technology Services Agreement provides for the Company to provide technology services to AMR. The Technology Services Agreement provides for the Company to provide technology services to AMR.

The Technology Services Agreement provides for annual price adjustments. The Technology Services Agreement provides for annual price adjustments. The Technology Services Agreement provides for annual price adjustments.

Each limited obligation under the Technology Services Agreement, the Company will continue to be the exclusive provider of all technology services provided by the Company to AMR. The Technology Services Agreement provides for the Company to provide technology services to AMR. The Technology Services Agreement provides for the Company to provide technology services to AMR.

After July 1, 1998, AMR will continue to provide technology services to the Company. The Technology Services Agreement provides for the Company to provide technology services to AMR. The Technology Services Agreement provides for the Company to provide technology services to AMR.



management agreement, that involves any processes, the Technology Services Agreement, various patents and intellectual property, including, in addition, the use of any portion of the trademarks in any affiliation with the name, logo or any other mark of the Company, that the Company may be required to use the Company's name in accordance with the Technology Services Agreement to pay a proportionate amount of the cost.

In all other cases, the Company shall remain an an agreement between the Company and American until such time as the Company and American have reached a mutually agreeable agreement. The Company is a partner, partner, or joint venturer and American shall remain an an agreement between the Company and American until such time as the Company and American have reached a mutually agreeable agreement. The Company and American shall remain an an agreement between the Company and American until such time as the Company and American have reached a mutually agreeable agreement. The Company and American shall remain an an agreement between the Company and American until such time as the Company and American have reached a mutually agreeable agreement.

**MANAGEMENT SERVICES AGREEMENT.** The Company and American are parties to a Management Services Agreement dated July 1, 1992 (the "Management Services Agreement"), pursuant to which American provides various management services to the Company, including financial, legal, human resources and tax and certain other management services. The Management Services Agreement, entered into by the Company and American, was amended on July 1, 1995. The Management Services Agreement will expire on June 30, 1998, unless the Management Services Agreement is renewed by the Company and American. The Management Services Agreement is contained in the Exhibits attached to the Company's Form 10-K for the year ended December 31, 1997. The Management Services Agreement is contained in the Exhibits attached to the Company's Form 10-K for the year ended December 31, 1997.

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	Year ended December 31,	1997	1996	1995
Impairment expense	\$ 48,958	\$ 48,958	\$ 48,958	\$ 48,958
Provision for doubtful accounts	3,383	2,233	9,115	9,115
Depreciation expense	29,436	29,436	29,436	29,436
Management services	27,281	26,638	26,343	26,343
Other administrative costs	11,493	11,477	20,885	20,885
Interest expense	21,005	24,761	24,761	24,761
	\$ 143,556	\$ 143,556	\$ 143,556	\$ 143,556



6. DEFERRED TAXES

The provision for income taxes is as follows (in thousands):

	Year ended December 31,		
	1996	1995	1994
Federal income tax payable	\$ 121,724	\$ 233,879	\$ 32,883
State and local, deferred	15,412	15,796	20,376
State and local, current	10,668	21,708	20,403
State and local, deferred	444	1000	1021
Provision, current	2,434	1,309	1,662
	\$ 150,682	\$ 383,682	\$ 86,345

The provision for income taxes differs from amounts computed at the statutory federal income tax rate as follows (in thousands):

	Year ended December 31,		
	1996	1995	1994
Statutory income tax provision	189,871	\$ 141,242	\$ 128,416
State income taxes, net of federal benefits	12,816	11,021	12,976
Dividend tax credit	243	-	(919)
Research and development	5,752	460	1,358
Other	20	683	264
	\$ 210,602	\$ 264,406	\$ 143,005

The components of the Company's deferred tax assets and liabilities as of December 31, 1996 and 1995 were as follows (in thousands):

	1996	1995
Deferred tax assets:		
Accelerated benefits other than pension	\$ 13,471	\$ 26,100
Net operating loss carryforwards	1,754	9,272
Research and development	2,424	-
Capital loss carryforwards	5,302	8,476
Working tax credit carryforwards	4,227	8,784
Other	14,007	26,175
Total deferred tax assets	39,185	78,827
Deferred tax liabilities:		
Depreciation and amortization	(83,843)	(75,234)
Software development costs	(10,363)	(11,277)
Other	(11,951)	(17,621)
Total deferred tax liabilities	(106,157)	(104,132)
Net deferred tax asset (liability)	\$ (66,972)	\$ (25,305)
Current deferred income tax asset	\$ 13,946	\$ 32,539
Noncurrent deferred income tax liability	(83,026)	(100,842)
Net deferred tax asset (liability)	\$ (69,080)	\$ (68,303)

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7. LEASING AND EQUIPMENT

Certain lease contracts with significant uncertainties contain lessee purchase options and when performance does not allow subsidiaries to exercise purchase options of equipment, equipment and other assets that the Company acquires to the extent of the purchase price. The Company recognizes liabilities for these commitments at the substantially certain time the purchase option exists. The purchase price is based on the difference between the fair market value of the equipment and the price of the contract will exceed the cost of the equipment and other costs, which liability is recorded at December 31, 1996 and 1995 was approximately \$7.8 million.

On July 1, 1996 the Company entered into an operating lease agreement with the lessor for certain equipment and other assets. The lease agreement is for a period of 36 months, with an option to extend the lease for an additional 36 months. The lease is classified as an operating lease agreement with a fixed price for the term of the lease. At December 31, 1996, the future minimum lease payments required under these operating lease agreements, along with various other operating lease agreements with terms in excess of one year for restricted use equipment, were as follows:

	Affiliated	Third Parties
Year ending December 31,		
1997	\$ 1,806,000	\$ 20,333,000
1998	1,193,000	22,229,000
1999	1,439,000	8,229,000
2000	1,282,000	6,489,000
2001	721,000	4,721,000
2002-2007	7,054,000	66,654,000

Annual expense, including facilities leased from affiliates, was approximately \$25 million, \$20 million and \$27 million for the years ended December 31, 1996, 1995 and 1994, respectively.

The Company is involved in certain litigation arising in the normal course of business. Although the ultimate resolution of these cases cannot be reasonably anticipated at this time, management does not believe that they will have a material adverse effect on the financial position or results of operations of the Company.

8. DIVIDENDS

The authorized capital stock of the Company consists of 210,000,000 shares of Class A Common Stock, par value \$ 0.01 per share, 127,374,000 shares of Class B Common Stock, par value \$ 0.01 per share, and 10,202,000 shares of preferred stock, par value \$ 0.01 per share. As of December 31, 1996, no shares of preferred stock have been issued.

The holders of Class A Common Stock and Class B Common Stock generally have identical rights, except that the holders of Class A Common Stock are entitled to one vote per share while holders of Class B Common Stock are entitled to 10 votes per share on all matters to be voted on by the stockholders. Dividends of Class A Common Stock and Class B Common Stock are not entitled to cumulative dividends in the absence of a dividend. Notwithstanding, all matters to be voted on by stockholders must be approved by a majority of the stockholders of the Company, by a majority of the votes entitled to be cast by all shares of Class A Common Stock and Class B Common Stock present in person or by proxy at any meeting called as a single class, subject to any voting rights granted to holders of any preferred stock, subject to any restrictions thereon, except as otherwise provided by law, and subject to any voting rights granted to holders of any outstanding preferred stock, subject to any restrictions thereon. If the Company is liquidated or otherwise ceases to exist as a corporation, the holders of all Class A Common Stock and Class B Common Stock holding together as a single class, however, are entitled to the Company's assets in liquidation or reorganization, that would allow or merge the assets, preferences

or special rights of the Class A Common Stock or the Class B Common Stock or to which they adversely also may be entitled by a majority of the votes entitled to be cast by the holders of the shares of the same class. The Company's policy is to pay dividends on a regular basis, subject to the requirements of the foregoing, any amount to the Company's discretion of liquidation or to increase the accrued share of any class of stock of the Company, subject to the payment of any outstanding obligations, interest, or amounts of stock to be issued, or any other class of stock that is specified by the affirmative vote of a majority of the holders of the same class, subject to the payment of any other class.

Notwithstanding to the extent that at least 66% of the total number of shares of any class of stock of the Company are held by the holders of the same class, the holders of the same class of stock of the Company will have the right to elect or remove directors of the Company, subject to any restrictions of any outstanding preferred stock.

Except as provided below, any shares of Class A Common Stock transferred to a person other than the holder of the shares of the same class of stock of the Company shall be deemed to be Class A Common Stock until such time as the holder of the shares of the same class of stock of the Company transfers the shares of the same class of stock of the Company to a person other than the holder of the shares of the same class of stock of the Company. If the holder of the shares of the same class of stock of the Company transfers the shares of the same class of stock of the Company to a person other than the holder of the shares of the same class of stock of the Company, the holder of the shares of the same class of stock of the Company shall be deemed to be the holder of the shares of the same class of stock of the Company until such time as the holder of the shares of the same class of stock of the Company transfers the shares of the same class of stock of the Company to a person other than the holder of the shares of the same class of stock of the Company.

Notwithstanding to the extent that at least 66% of the total number of shares of any class of stock of the Company are held by the holders of the same class, the holders of the same class of stock of the Company will have the right to elect or remove directors of the Company, subject to any restrictions of any outstanding preferred stock. If the holder of the shares of the same class of stock of the Company transfers the shares of the same class of stock of the Company to a person other than the holder of the shares of the same class of stock of the Company, the holder of the shares of the same class of stock of the Company shall be deemed to be the holder of the shares of the same class of stock of the Company until such time as the holder of the shares of the same class of stock of the Company transfers the shares of the same class of stock of the Company to a person other than the holder of the shares of the same class of stock of the Company.

Notwithstanding to the extent that at least 66% of the total number of shares of any class of stock of the Company are held by the holders of the same class, the holders of the same class of stock of the Company will have the right to elect or remove directors of the Company, subject to any restrictions of any outstanding preferred stock.

Notwithstanding to the extent that at least 66% of the total number of shares of any class of stock of the Company are held by the holders of the same class, the holders of the same class of stock of the Company will have the right to elect or remove directors of the Company, subject to any restrictions of any outstanding preferred stock.

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3. STOCK OPTIONS AND WARRANTS

Prior to the offering, officers and key employees of the Company were granted options under the 1996 Employee Incentive Plan (the "1996 Plan") to the greatest extent possible. Stock appreciation rights, restricted stock, deferred stock, stock purchase rights and/or other stock based awards in various amounts, per share of the shares of the 1996 Common Stock.

Options to purchase shares of the Common Stock (1996 Options) were granted to officers and key employees of the Company, options granted were exercisable at the market value upon grant, generally having a maximum term of five years following the date of grant, and expiring ten years from the date of grant. As December 31, 1998, there were 203,000 1996 Options outstanding held by officers and key employees of the Company, of which 202,000 were exercisable.

In connection with the offering, the 1996 Options granted to officers and key employees of the Company were exchanged for options to purchase 229,705 shares of Class A Common Stock of the Company. The exercise price of the options to purchase Class A Common Stock was computed by multiplying the initial public offering price of Class A Common Stock by the ratio of the exercise price of the 1996 Options to the previous day's closing price of the Common Stock on the date of the offering. The value of options was increased to maintain the aggregate intrinsic value of each holder's options. These options will continue to vest in equal annual installments over the original vesting period.

Prior to the offering, certain officers and key employees of the Company were awarded 217,100 shares of deferred Class A Common Stock ("1996 Deferral Equity Shares"), at an amount to be determined upon the individual's termination from employment. In connection with the offering, the 1996 Deferral Equity Shares were converted to certain officers and key employees of the Company into restricted Class A Common Stock (the "1996 Restricted Equity Shares") in exchange for the 1996 Deferral Equity Shares. The number of restricted Class A Common Stock (1996 Restricted Equity Shares) will be determined based on the number of 1996 Deferral Equity Shares held by the individual as of the date of the offering and the initial public offering price of Class A Common Stock. The 1996 Restricted Equity Shares will vest over a three year period following the date of grant, and will expire ten years from the date of grant. The 1996 Restricted Equity Shares will be subject to the individual's termination from the Company. All of the 1996 Restricted Equity Shares issued in connection with the offering will be exercisable on December 31, 1999.

In connection with the offering, the 1996 Restricted Equity Shares, certain deferred and key employees of the Company were also awarded, as to 100,000 shares of restricted and deferred Class A Common Stock performance shares ("1996 Performance Shares"). The 1996 Performance Shares were over a three-year performance period based on performance metrics of the Company, as defined in the plan.

In connection with the offering, the 1996 Performance Shares awarded to certain officers and key employees of the Company were converted into 270,200 deferred Class A Common Stock performance shares ("1996 Performance Shares"). The 1996 Performance Shares were over a three-year performance period based on performance metrics of the Company, as defined in the plan. The 1996 Performance Shares will vest over a three-year performance period based on performance metrics of the Company, as defined in the plan. The 1996 Performance Shares will be exercisable on December 31, 1999.

Company Performance Share activity during 1998 was as follows:

	Number of Shares
Outstanding at January 1, 1998	---
Issued upon conversion of 1996 Performance Shares	270,200
Granted	182,400
Forfeited	(700)
Outstanding at December 31, 1998	431,800

The weighted average grant date fair value of Company Performance Shares granted during 1998 was \$30.60.

Effective with the offering, the Company established the 1998 Long-Term Incentive Plan (the "1998 Plan"), whereby officers and other key employees of the Company may be granted stock options, stock appreciation rights, restricted stock, deferred stock, stock purchase rights and/or other stock based awards. 1,000,000 shares of Class A Common Stock are authorized to be issued under the 1998 Plan until 10/31/2000, or later than ten years from the date of the establishment. In connection with the offering, the Company issued options to purchase 322,000 shares of the Company's Class A Common Stock.

Options granted under the 1998 Plan will be exercisable at a price which is not less than the market value of Class A Common Stock on the date of grant, except as otherwise determined by a committee appointed by the Board of Directors, and no such options are exercisable more than ten years after the date of grant.

Stock appreciation rights may be granted in conjunction with any form of stock option granted under the 1998 Plan. All stock appreciation rights will terminate upon termination of service of the individual and will be exercisable only during the time that the related option is exercisable. If an approved option is not exercised, the value of stock options will be assumed to have been exercised.

Any stock based award, a committee established by the Board of Directors will determine the eligible persons to whom awards will be made. The award will be made to the eligible person and all other terms and conditions of the award shall be terms of the award as then in effect.

The Board of Directors has adopted a Director Stock Purchase Plan which provides for an annual award of options to purchase 1,000 shares of the Company's Class A Common Stock to each non-employee director. The plan also provides for a one-time award of options to purchase 25,000 shares of the Company's Class A Common Stock to a non-employee director upon the date of his initial election to the Board of Directors. The options shall vest over an eighteen month period to the extent of the award. The 1998 Director Stock Plan will expire on the date of grant, which will be five years from the date of grant. Each option will expire on the date of 10/31/2000, or later than ten years from the date of grant. The award of 100,000 shares of Class A Common Stock to each non-employee director shall be a director of the Company due to the availability of replacement of 100,000 shares of Class A Common Stock for issuance pursuant to the Director Stock Purchase Plan.

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Stock option activity for the year ended December 31, 1998 was:

	Number of Shares	Weighted-Average Exercise Price
Outstanding at January 1, 1998	---	---
Issued upon conversion of 1996 Options	203,000	\$ 12.89
Issued upon conversion of 1996 Deferral Equity Shares	117,500	\$ 22.00
Granted	322,000	\$ 27.00
Forfeited	(14,000)	\$ 12.29
Outstanding at December 31, 1998	608,500	\$ 24.89
Exercisable options outstanding at December 31, 1998	312,900	\$ 28.90

The weighted average grant date fair value of stock options granted during 1998 was \$24.89. The weighted average exercise price of the 1998 Plan was \$24.89.

At December 31, 1998 there were 24,450,000 shares of Class A Common Stock reserved for issuance upon exercise of options and amounts of restricted stock and deferred stock at December 31, 1998 approximately 11,700,000 shares were available for future grants of stock based awards under the 1998 Plan.

Effective January 1, 1999, the Company established the 1999 Long-Term Incentive Plan (the "1999 Plan"), whereby officers and other key employees of the Company may be granted stock options, stock appreciation rights, restricted stock, deferred stock, stock purchase rights and/or other stock based awards. 1,000,000 shares of Class A Common Stock are authorized to be issued under the 1999 Plan until 10/31/2001, or later than ten years from the date of the establishment. In connection with the offering, the Company issued options to purchase 322,000 shares of the Company's Class A Common Stock.

The Company has adopted the pro forma disclosures provisions of the statement of financial accounting standards no. 123, "Accounting for Stock Based Compensation" (1998) as required by 1998 Act, and 1998 Act provisions regarding net income and earnings per share has been determined as if the Company had accounted for its employee stock options and stock-based awards granted subsequent to December 31, 1994 under the fair value method. The 1998 Act requires the fair value of the stock options granted by the Company to officers and key employees of the Company after January 1, 1994 and estimated at the date of grant using the Black-Scholes option pricing model with the following weighted average assumptions: risk-free interest rate of 6.00% for 1998 and 6.00% for 1999; a dividend yield of 3% (volatility factors of the underlying common stock of 100 Common Stock of 125 for 1998); a volatility factor of the expected market price of the Company's Class A Common Stock of 125 and a weighted-average expected life of the options granted of 3.5 years.

The Black-Scholes option valuation model was developed by the University of Chicago and is based on the fair value of a stock option which is not subject to forfeiture and the only variable, in addition to option maturity, would be the price of highly volatile common stock. Applying the Black-Scholes model to the Company's employee stock options was not appropriate because the Company's employee stock options are non-transferable, non-separable from the value of the Company's stock, and because changes in the volatility input assumption can significantly affect the fair value estimate. In management's opinion, the Black-Scholes model does not necessarily provide a reliable value because of the fair value of the employee stock options. In addition, because the 1998 Act requires the use of the Black-Scholes model, management has determined that the pro forma effect of all previous stock based awards to the Company's employees.

The pro forma of the pro forma disclosures, the estimated fair value of the options and stock based awards is presented in the following period. The Company's pro forma information is as follows (in thousands), except for earnings per common share information:

	1998	1999
Net earnings		
As reported	\$ 160,278	\$ 205,801
1998 Pro forma	\$ 284,306	\$ 225,144
Weighted average common shares as reported	8,388,000	8,388,000
Pro forma	8,388,000	8,388,000

12. OPERATING EXPENSES

The Company is a listed company, incurring expenses in the following categories, the amount of the Company's expenses by geographic area is set forth below (in thousands):

	1998	1999
Operating income	\$ 1,138,922	\$ 1,691,887
Operating expense	208,729	285,844
Operating income	\$ 930,193	\$ 1,406,043
Operating expense	1,184,770	1,246,339
Operating income	\$ 245,423	\$ 1,159,704
Operating expense	21,276,471	21,213,136
Operating income	\$ 21,030,947	\$ 1,371,578
Operating expense	21,030,947	21,213,136
Operating income	\$ 0	\$ 1,371,578

Operating income from operations consists of revenues less operating expenses, including an allocation of corporate expenses. Operating income includes interest income, interest expense and other income (expense), net. Each geographic area also reported tax credits and expenses from non-recurring items.

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THE SHAREHOLDERS' AGREEMENT, 1992

11. FINANCIAL STATEMENTS

The following is a summary of the unaudited quarterly financial information for the years ended December 31, 1992 and 1993 (in thousands):

	First Quarter	Second Quarter	Third Quarter	Fourth Quarter
1992				
Revenue	\$55,554	\$40,025	\$39,499	\$37,276
Operating income	22,889	11,270	84,344	41,220
Net earnings	22,889	46,063	85,153	22,279
1993				
Revenue	\$44,456	\$43,188	\$47,140	\$44,847
Operating income	15,621	101,956	198,120	82,960
Net earnings	15,621	10,230	86,822	21,536

The third quarter is seasonal in nature, resulting, and then leveling off, due to the end of fiscal year, which typically ends year in the fourth quarter, primarily in December.

12. NAMES OF ALL SHAREHOLDERS WHO ACQUIRED OR ACQUIRED BY TRANSFER OF THE COMPANY'S SECURITIES

None.

SHAREHOLDERS

13. DIRECTORS AND EXECUTIVE OFFICERS OF THE CORPORATION

Information herein is reference to the information set forth under the heading "Business Development" and "Executive Officers" in the Corporation's definitive proxy statement for the annual meeting of shareholders to be held on May 11, 1997.

EXECUTIVE OFFICERS

The executive officers of the Company, their positions and ages as of December 31, 1993, are as follows:

**Richard J. Dorman** ... Mr. Dorman was elected a Director, President and Chief Executive Officer of the Company in July 1996. Mr. Dorman was also elected Executive and Chief Financial Officer of the SHARE Group in 1996. Mr. Dorman was Senior Vice President and Treasurer of AMR and Senior Vice President - Strategic and Chief Financial Officer of American East from 1989 to 1992. Age 41.

**William J. Dorman** ... Mr. Dorman was elected Senior Vice President - Senior Corporate Services of the Company in July 1996. Mr. Dorman was also elected Executive - Senior Corporate Services for the SHARE Group, Inc. in July 1996. Mr. Dorman was President - SHARE Group Services, a Division of the SHARE Group, from June 1992 to July 1996. Prior to July 1992, Mr. Dorman was Senior Vice President for Aircraft Leasing - SHARE Group Services from 1988 to 1992. Mr. Dorman was Senior Vice President of System Development for SHARE Networks/SHARE Corporation from 1984 to 1991. Age 42.

**Thomas W. Cook** ... Mr. Cook was elected Senior Vice President - SHARE Operations Technologies of the Company in July 1996. Mr. Cook was also elected Executive - Senior Operations Technologies for the SHARE Group, Inc. in July 1996. Mr. Cook was President - SHARE America Technologies, a Division of the SHARE Group, from July 1994 to July 1996. Mr. Cook was President - SHARE America Technologies from 1991 to 1994. Mr. Cook was President - SHARE America Technologies from 1987 to 1991. Age 41.

**David D. Cook** ... Mr. Cook was elected Senior Vice President - SHARE Executive and Chief Information Officer of the Company in July 1996. Mr. Cook was also elected Executive - Senior Executive Services Operations and Chief Information Officer for the SHARE Group, Inc. in July 1996. Mr. Cook served as President - SHARE Corporate Services, a Division of the SHARE Group, from 1992 to 1996 and as President - SHARE America, a Division of the SHARE Group, from 1992 to 1996. Mr. Cook served as Managing Director and Executive Vice President - SHARE System Planning & Development from 1992 to 1993, and as Managing Director & Vice President - SHARE Product Development from 1993 to 1996. Age 41.

**Jeffrey M. Cook** ... Mr. Cook was elected Senior Vice President - SHARE Product Development of the Company in July 1996. Mr. Cook was also elected Executive - Senior Product Development for the SHARE Group, Inc. in July 1996. Mr. Cook was President - SHARE Product Development, a Division of the SHARE Group, from 1992 to 1996. Mr. Cook served as Managing Director and Executive Vice President - SHARE System Planning & Development from 1992 to 1993, and as Managing Director & Vice President - SHARE Product Development from 1993 to 1996. Age 41.

**John W. Cook** ... Mr. Cook was elected Senior Vice President - SHARE Executive and Chief Information Officer of the Company in July 1996. Mr. Cook was also elected Executive - Senior Executive Services Operations and Chief Information Officer for the SHARE Group, Inc. in July 1996. Mr. Cook served as President - SHARE America Technologies, a Division of the SHARE Group, from 1992 to 1996. Mr. Cook served as Managing Director and Executive Vice President - SHARE System Planning & Development from 1992 to 1993, and as Managing Director & Vice President - SHARE Product Development from 1993 to 1996. Age 41.

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BY SIGNATURE: JAMES W. COOK, Secretary of the Company and the SHARE Group, Inc. on May 22, 1997. Mr. Cook was Senior Vice President - Operations of SHARE Group Information Systems before assuming that position. Age 42.

**William J. Dorman** ... Mr. Dorman was elected Senior Vice President, Chief Financial Officer and Treasurer of the Company and of the SHARE Group, Inc. in July 1996. Mr. Dorman was Senior Vice President - SHARE Group Services from 1992 to 1996. Mr. Dorman was President - SHARE America Technologies, a Division of the SHARE Group, from 1992 to 1996. Mr. Dorman served as Managing Director and Executive Vice President - SHARE System Planning & Development from 1992 to 1993, and as Managing Director - SHARE Product Development from 1993 to 1996. Age 41.

**John W. Cook** ... Mr. Cook was elected Senior Vice President, Chief Financial Officer and Treasurer of the Company in October 1996. Mr. Cook was an associate general counsel of American from 1988 to 1990, from 1991 to 1994, and thereafter was a senior attorney until November, 1996. Age 41.

All officers serve at the discretion of the Board of Directors.

14. SHAREHOLDERS

Information herein is reference to the information set forth under the heading "Business Development" in the Corporation's definitive proxy statement for the annual meeting of shareholders to be held on May 11, 1997.

Information herein is reference to the information set forth under the heading "Business Development" in the Corporation's definitive proxy statement for the annual meeting of shareholders to be held on May 11, 1997.

Information herein is reference to the information set forth under the heading "Business Development" in the Corporation's definitive proxy statement for the annual meeting of shareholders to be held on May 11, 1997.

SHARES

15. FINANCIAL STATEMENTS

- (1) The financial statements listed in the accompanying index to financial statements and the schedule are filed as part of this report.
- (2) The schedules listed in the accompanying index to financial statements and schedules are filed as part of this report.
- (3) Details required to be filed by Item 15 of Regulation D-K.

EXHIBITS

- 1.1 Shareholders' Certificate of Incorporation of Registrant
- 1.2 Articles of Incorporation of Registrant
- 1.3 Registration Rights Agreement between Registrant and AMR Corporation
- 1.4 Shareholders' Agreement between Registrant and AMR Corporation
- 1.5 Registration Rights Agreement between Registrant and AMR Corporation
- 1.6 Shareholders' Agreement, dated as of July 1, 1996, among Registrant, The SHARE Group, Inc., AMR Corporation and American Airlines, Inc.
- 1.7 Registration Rights Agreement, dated as of July 1, 1996, between The SHARE Group, Inc. and American Airlines, Inc.
- 1.8 Shareholders' Agreement, dated as of July 1, 1996, between The SHARE Group, Inc. and American Airlines, Inc.
- 1.9 Non-Compete Agreement, dated July 1, 1996, among Registrant, The SHARE Group, Inc., AMR Corporation and American Airlines, Inc.
- 1.10 Non-Compete Agreement, dated July 1, 1996, among Registrant, The SHARE Group, Inc. and American Airlines, Inc.
- 1.11 Non-Compete Agreement, dated July 1, 1996, among Registrant, The SHARE Group, Inc. and American Airlines, Inc.
- 1.12 Non-Compete Agreement, dated July 1, 1996, among Registrant, The SHARE Group, Inc. and American Airlines, Inc.
- 1.13 Non-Compete Agreement, dated July 1, 1996, among Registrant, The SHARE Group, Inc. and American Airlines, Inc.
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- 1.20 Non-Compete Agreement, dated July 1, 1996, among Registrant, The SHARE Group, Inc. and American Airlines, Inc.
- 1.21 Non-Compete Agreement, dated July 1, 1996, among Registrant, The SHARE Group, Inc. and American Airlines, Inc.
- 1.22 Non-Compete Agreement, dated July 1, 1996, among Registrant, The SHARE Group, Inc. and American Airlines, Inc.
- 1.23 Non-Compete Agreement, dated July 1, 1996, among Registrant, The SHARE Group, Inc. and American Airlines, Inc.
- 1.24 Non-Compete Agreement, dated July 1, 1996, among Registrant, The SHARE Group, Inc. and American Airlines, Inc.

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- 10.22 Employee Agreement, Good use of 0.1% V, 1991, between The SASSE Group, Inc. and American Airlines, Inc. (1)
- 10.23 Officer Stock Agreement, dated January 10, 1991, between American Airlines, Inc. and Stephen/Teresa Portman - (Re:Plade/Continental Partnership...)

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- 10.24 AMERICAN AIRLINES, INC. SUBSEQUENT REVISIONS RETIREMENT PLAN DATED DECEMBER 15, 1994.(1)
- 10.25 THE SASSE GROUP HOLDINGS, INC. LONG TERM INCENTIVE PLAN.(1)
- 10.26 THE SASSE GROUP HOLDINGS, INC. STRUCTURED STOCK INCENTIVE PLAN.(1)
- 10.29 PLAN OF EXECUTIVE PARTICIPATION BENEFITS AGREEMENT.(1)
- 10.29 EMPLOYEE AGREEMENT, DATED AUGUST 29, 1991, BETWEEN THE SASSE GROUP, INC. AND MICHAEL C. PORTMAN.(1)
- 10.32 EMPLOYEE AGREEMENT, DATED SEPTEMBER 1, 1990, BETWEEN AMERICAN AIRLINES, INC. AND MICHAEL C. PORTMAN.(1)
- 10.33 EMPLOYEE AGREEMENT, DATED MAY 5, 1990, BETWEEN AMERICAN AIRLINES, INC. AND MICHAEL C. PORTMAN.(1)
- 10.31 LORRA AGREEMENT, DATED JULY 10, 1990, BETWEEN REGISTRANT AND TERRY R. LORRA.(1)
- 10.32 LORRA AGREEMENT, DATED JULY 10, 1990, BETWEEN REGISTRANT AND TERRY R. LORRA.(1)
- 10.33 THE SASSE GROUP HOLDINGS, INC. EMPLOYEE STOCK PURCHASE PLAN.(1)

- 21.1 SUBSIDIARIES OF REGISTRANT.(1)
- 21.1 STATEMENT OF OPERATIONS.(1)
- 27.1 FINANCIAL DATA SCHEDULE

.....

- (1) Incorporated by reference to exhibit 3.5 attached to the Company's Registration Statement on Form S-1 (Registration No. 333-95407).
- (2) Incorporated by reference to Exhibit 10.1000 to AM's report on Form 20-F for the year ended December 31, 1996 (SEC File No. 1-3459).
- (3) Incorporated by reference to exhibit 3.4 to the Company's Registration Statement on Form S-1 (Registration No. 333-15441).
- (4) Confidential treatment was granted as to a portion of this document.

(5) Reports on Form 8-K  
None.

THE SASSE GROUP HOLDINGS, INC.  
10000 W. STANFORD BOULEVARD AND SUITE 1000  
CHANDLER, ARIZONA 85226-4341  
TEL: 480-434-1111

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CONSOLIDATED CONDENSED BALANCE SHEETS  
DECEMBER 31, 1996, 1995 AND 1994

None.

All other statements are omitted since the required information is included in the financial statements or notes thereto, or since the required information is either not present or too trivial to be included.

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SIGNATURES

PERSONS TO THE REGISTRAR OF SECURITIES IN ACCORDANCE WITH THE SECURITIES Exchange Act of 1934. The registrant has duly caused this report to be signed on its behalf by the undersigned, whose name is hereby authorized.

100 ANNUAL REPORT INFORMATION, 1997

101 SIGNATURE OF DIRECTOR

Michael J. Duffalo, President, Chief Executive Officer and Treasurer

102 SIGNATURE OF OFFICER

Richard J. Murphy, Senior Vice President, Chief Financial Officer and Treasurer

Date: March 11, 1997

PERSONS TO THE REGISTRAR OF SECURITIES IN ACCORDANCE WITH THE SECURITIES Exchange Act of 1934. This report has been signed below the following persons on behalf of the registrant and in the capacities set in the three notes:

- Directors: Robert D. Crandall, Robert W. Crandall, Robert J. Ripley, Robert J. Ripley, James D. Robinson, James A. Robinson, Robert A. Zimmon, Robert A. Zimmon, Paul C. Sir, Jr., Paul C. Sir, Jr.

Date: March 11, 1997

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X

ANNUAL REPORT

CONSENT OF ERNST & YOUNG LLP

We consent to the incorporation by reference in the Registrant's Statement of Financial Data (Form S-8 Nos. 223-22917, 223-22921, and 223-22921) pertaining to the SMHR Group Holdings, Inc. 1995 Long-Term Incentive Plan, 1995 Directors Stock Incentive Plan, and the Employee Stock Purchase Plan, respectively, of our report dated January 19, 1997, with respect to the consolidated financial statements and schedule of the SMHR Group Holdings, Inc. included in the Annual Report (Form 10-K) for the year ended December 31, 1996.

ERNST & YOUNG LLP

Washington, DC 20008  
March 11, 1997

<ARTICLE 5  
<MULTIPLIER> 1.000

Table with columns: <PERIOD-TYPE>, YEAR, and values. Rows include: <PERIOD-TYPE>, <PERIOD-START>, <PERIOD-END>, <CASH>, <REVENUES>, <INVESTMENTS>, <INVENTORY>, <CURRENT-ASSETS>, <PP&E>, <DEPRECIATION>, <TOTAL-ASSETS>, <CURRENT-LIABILITIES>, <BONDS>, <DEFERRED-NONCURRENT>, <DEFERRED>, <COMMON>, <TOTAL-DEBT>, <TOTAL-DEBT-TO-EQUITY-RATIO>, <SHARES>, <TOTAL-REVENUES>, <COGS>, <TOTAL-COSTS>, <OTHER-EXPENSES>, <LOSS-PROVISIONS>, <INCOME-EXPENSE>, <INCOME-BEFORE-TAXES>, <INCOME-AFTER-TAXES>, <INCOME-CONTINUING>, <DISCONTINUED>, <EXTRAORDINARY>, <CHANGES>, <NET-INCOME>, <EPS-PRIMARY>, <EPS-DILUTED>

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SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549

FORM 10-K

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

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)

Delaware

(State or other jurisdiction of incorporation or organization)

4255 Amon Carter Blvd.  
Fort Worth, Texas

(Address of principal executive offices)

75-2662240

(I.R.S. Employer Identification No.)

76155

(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(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.



## 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

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.

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

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 AIRPLITE(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.

## 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 2003, subject to two renewal options of five years each, exercisable 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.

1259. LABEL RECOGNITION

In connection with the reorganization, the Company is the beneficiary in several respects of the following two civil proceedings concerning trademark rights:

In 1995, American Beer v. Heileman, Inc. ("Heileman") began litigating trademark rights from that its claims were assigned to continuation of American Beer's trademark registration agreement. American and Heileman, Inc., filed a lawsuit against American Beer in the District Court of Maryland County, Baltimore, Maryland, to prevent the Heileman Brewing from using American Beer's trademark rights. On April 14, 1997, the District Court of Maryland County, County granted the Company's motion of summary judgment in its favor regarding the trademark rights. On April 14, 1997, American Beer paid the Company \$5 million to settle the lawsuit. American Beer also granted the Company the rights in the lawsuit. American Beer also granted trademark rights to the Company regarding certain of its trademarks.

In June 1996, American Beer v. Heileman, Inc. ("Heileman") filed a lawsuit against American Beer in the U.S. District Court for the District of Maryland. The lawsuit alleges trademark infringement and a number of other violations. In October 1996, Heileman filed a motion for summary judgment in the lawsuit. On October 14, 1997, American Beer paid the Company \$5 million to settle the lawsuit. American Beer also granted the Company the rights in the lawsuit. American Beer also granted trademark rights to the Company regarding certain of its trademarks.

If either Heileman or American Beer were to prevail on these claims, Heileman and American Beer would have certain trademark rights. Heileman and American Beer would have certain trademark rights. Heileman and American Beer would have certain trademark rights.

In 1997, American Beer filed a motion for summary judgment in the lawsuit. On October 14, 1997, American Beer paid the Company \$5 million to settle the lawsuit. American Beer also granted the Company the rights in the lawsuit. American Beer also granted trademark rights to the Company regarding certain of its trademarks.

In December 15, 1997, the Ontario Court of Appeals affirmed a 1995 Ontario Court judgment awarding the Company damages from the Ontario Court of Appeal. The amount of damages awarded was approximately \$22,000,000. The Ontario Court of Appeal affirmed the Ontario Court of Appeal's judgment.

In January 4, 1998, Heileman, Inc. and other parties of certain trademarks filed a lawsuit against the Company in the District Court of Maryland County, Baltimore, Maryland. The lawsuit alleges trademark infringement and a number of other violations. On October 14, 1997, American Beer paid the Company \$5 million to settle the lawsuit. American Beer also granted the Company the rights in the lawsuit. American Beer also granted trademark rights to the Company regarding certain of its trademarks.

1259.4. SUMMARY OF MOVERS TO A NEW TO SIMILAR BUSINESS

No material items related to a new to similar business. The Company's primary business is the production of glass and plastic bottles. The Company's primary business is the production of glass and plastic bottles.

Table 11

1259.4. SUMMARY OF MOVERS TO A NEW TO SIMILAR BUSINESS

The Company's Class A Common Stock is traded on the New York Stock Exchange (NYSE) under the ticker symbol "AMBE". The Company's Class A Common Stock is traded on the NYSE under the ticker symbol "AMBE". The Company's Class A Common Stock is traded on the NYSE under the ticker symbol "AMBE".

The range of trading prices for the Company's Class A Common Stock on the NYSE from December 31, 1997 to December 31, 1998 was:

Table with 2 columns: High and Low. Rows for December 31, 1997 and December 31, 1998. High prices range from 24.00 to 26.00. Low prices range from 18.00 to 20.00.

No cash dividends on Class A Common Stock or Class B Common Stock were declared or paid during 1997.

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1259.4. SUMMARY OF MOVERS TO A NEW TO SIMILAR BUSINESS

Table with 5 columns: 1997, 1998, 1999, 2000, 2001. Rows include various financial metrics like Operating Income, Net Income, and Earnings Per Share.

11 The Company has significant investments in the United States. The terms of these investments are set forth in the Company's financial statements. 12 The operating results for the year ended December 31, 1997 include a provision for income tax of \$1 million. 13 Heileman Beer Share, the former name of American Beer, was the parent of Heileman Beer, Inc. and Heileman Beer Co. until the consolidated financial statements.

1259.4. SUMMARY OF MOVERS TO A NEW TO SIMILAR BUSINESS

During 1997 the Company generated approximately 21.2% of its income from electronic device distribution services and approximately 22.5% of its income from information technology solutions services. The following table sets forth revenues by distribution and geographic location as a percentage of total revenues.

Table with 3 columns: Year Ended December 31, 1997, 1998, 1999. Rows include Affiliated Customers, Unaffiliated Customers, and Total. Rows also include Geographic: United States and International.

Total revenues have grown at a compound annual growth rate of 8.34% for the three years ended December 31, 1997. Revenues from affiliated customers have declined 22.9 percentage of total revenues because of interest in the Company's overall operations. Revenues from unaffiliated customers grew at a compound annual growth rate of 15.55 during the three years ended December 31, 1997. Revenues from affiliated customers declined 10.1% from 1997 to 1998. Revenues from unaffiliated customers increased 10.1% from 1997 to 1998. Revenues from affiliated customers declined 10.1% from 1998 to 1999. Revenues from unaffiliated customers increased 10.1% from 1998 to 1999.

The Company's primary segment has provided electronic device distribution and information technology solutions services. The Company's primary segment has provided electronic device distribution and information technology solutions services. The Company's primary segment has provided electronic device distribution and information technology solutions services.

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Reconciliation

The following table sets forth quarterly financial data for the Company in US dollar except per share data:

	Three Months ended	Three Months ended	Year ended	Year ended
	1997	1996	1997	1996
Revenue	\$448.8	\$443.4	\$1,548.4	\$555.4
Operating income	117.4	106.4	388.4	24.7
Net earnings	98.7	88.5	342.2	25.8
Operating income as a percent of revenue	26.2%	24.0%	25.1%	4.4%
Net earnings as a percent of revenue	22.0%	19.9%	22.1%	4.6%
Per share information based on 31,606,732 shares of common stock, basic and diluted				
Revenue	\$14.18	\$12.77	\$48.99	\$17.57
Operating income	3.70	3.31	12.29	0.70
Net earnings	3.12	2.80	10.82	0.81
Operating income as a percent of revenue	26.2%	24.0%	25.1%	4.0%
Net earnings as a percent of revenue	22.0%	19.9%	22.1%	4.6%
Per share information based on 31,606,732 shares of common stock, basic and diluted				
Revenue	\$4.63	\$4.33	\$15.33	\$5.87
Operating income	1.18	1.07	3.75	0.24
Net earnings	1.00	0.90	3.48	0.27
Operating income as a percent of revenue	26.2%	24.0%	25.1%	4.0%
Net earnings as a percent of revenue	22.0%	19.9%	22.1%	4.6%

The financial industry is seasonal in nature. Bookings, and thus bookings fees charged for the use of office, telephone and facilities, tend to be higher in the fourth quarter, primarily in December, due to early bookings by customers for the season. During the holiday season and a decline in customer travel during the holiday season.

Reconciliation of Reported and Adjusted Earnings

The Company and Affiliates have entered into various agreements, including the provisions of Information Technology Services to be provided by the Company to the Affiliates, the Marketing and Advertising Services to be provided by the Affiliates to the Company, the Marketing and Advertising Services to be provided by the Company to the Affiliates, the Marketing and Advertising Services to be provided by the Affiliates to the Company, and the Marketing and Advertising Services to be provided by the Company to the Affiliates.

The basis upon which the Marketing and Advertising Services are provided to the Company is set forth in the Marketing and Advertising Services Agreement, dated February 24, 1997, between the Company and the Affiliates.

The Marketing and Advertising Services generally consist of direct sales and advertising services, including the design and production of advertising materials for the Company, and the design and production of advertising materials for the Affiliates.

Operating Income

Operating income increased \$2 million due to higher volume and a lower effective tax rate. Operating income also benefited from a lower effective tax rate due to a lower effective tax rate.

Other Income

Other income increased \$4 million primarily due to income from joint ventures in which the Company has an investment.

Other Expenses

Other expenses decreased \$1 million primarily due to a decrease in interest expense on debt. Other expenses also benefited from a decrease in interest expense.

Net Earnings

Net earnings increased \$4 million, 50%, from \$107 million to \$111 million, primarily due to the increase in operating income.

Per Share Data

Operating income per share increased from \$1.07 to \$1.11. Net earnings per share increased from \$0.33 to \$0.35. Operating income as a percent of revenue increased from 25.1% to 25.1%.

Operating Income

Operating income increased \$2 million due to higher volume and a lower effective tax rate. Operating income also benefited from a lower effective tax rate.

The Company entered into a Share Purchase Agreement dated July 3, 1996 (the "Share Purchase Agreement"), which may require the Company to purchase additional shares of common stock.

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Reconciliation of Reported and Adjusted Earnings

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Net Earnings

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Per Share Data

Operating income per share increased from \$1.07 to \$1.11. Net earnings per share increased from \$0.33 to \$0.35. Operating income as a percent of revenue increased from 25.1% to 25.1%.

Operating Income

Operating income increased \$2 million due to higher volume and a lower effective tax rate. Operating income also benefited from a lower effective tax rate.

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Operating income increased \$2 million due to higher volume and a lower effective tax rate.

Operating income also benefited from a lower effective tax rate.

Operating income increased \$4 million primarily due to income from joint ventures in which the Company has an investment.

Other expenses decreased \$1 million primarily due to a decrease in interest expense on debt.

Net earnings increased \$4 million, 50%, from \$107 million to \$111 million, primarily due to the increase in operating income.

Per Share Data

Operating income per share increased from \$1.07 to \$1.11. Net earnings per share increased from \$0.33 to \$0.35. Operating income as a percent of revenue increased from 25.1% to 25.1%.

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Other expenses decreased \$1 million primarily due to a decrease in interest expense on debt.

Net earnings increased \$4 million, 50%, from \$107 million to \$111 million, primarily due to the increase in operating income.

Per Share Data

Operating income per share increased from \$1.07 to \$1.11. Net earnings per share increased from \$0.33 to \$0.35. Operating income as a percent of revenue increased from 25.1% to 25.1%.

Operating Income

Operating income increased \$2 million due to higher volume and a lower effective tax rate. Operating income also benefited from a lower effective tax rate.

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In January 1998, the Company completed the execution of a 20-year information technology services agreement with AT&T, Inc. The Company will provide substantially all of its AT&T information technology services. Additionally, the Company agrees to accept no other information technology services that will conflict. In connection with the agreement, in January 1998, the Company purchased approximately all of the AT&T information technology services for approximately \$27 million, valued more than 50 times the value of the AT&T, and granted to AT&T license rights to operate a portion of the Company's Class A Common Stock.

In January 1998, the Company entered into a 10-year information technology services agreement with Dell. Under the terms of the agreement, the Company will be responsible for all of Dell's information technology requirements, including application development and maintenance. As well as Dell center and network operations.

In January 1998, the Company signed long-term agreements with several international partners and, which created a managed service joint venture company to manage travel services in the Asia Pacific region. The company received a percent of the joint venture company, called AMNO International Ltd. The Company paid \$10 million in cash and contributed its assets related to the company's existing travel distribution network to the joint venture and other commitments. The Company provides AMNO International with trademarks, operating on the AMNO company's reservation system.

**YEAR 2000 COMPLIANCE**

The Company has implemented a year 2000 compliance program designed to ensure that hardware and software systems operated or licensed in the Company's business, including those of its leased Agency customers, will properly function in January 2000. The primary concern is that all critical systems and information for this purpose and systems for least cost compliance program to be completed on a timely basis. However, there is no assurance that systems operated by third parties (e.g., data processing, application, client and transaction processors) that utilize the Company's systems or services will function or properly interface with the Company's systems and data resources timely manner and that compliance with the Company's business, financial condition, or results of operations will be materially adversely affected by the failure of its systems and applications, those licensed to or operated for third parties, or those operated by other parties to properly comply before January 2000.

The Company expects to incur significant additional labor costs, as well as consulting and other expenses to complete the program for the year 2000. The Company's total estimated cost of the Year 2000 compliance program is approximately \$80 to \$90 million, in which approximately \$60 million was incurred as of December 31, 1998. The remaining expense was expected to be incurred primarily in 1999, a portion of which may be incurred subsequent to the Company, but which will represent the completion of existing information technology agreements. Costs associated with achieving Year 2000 compliance will be expensed as incurred.

The costs of the program and the date on which the Company plans to complete the Year 2000 compliance program are based on management's best estimates, which were derived utilizing various assumptions of future events including the continued availability of certain resources, third party performance plans and other factors. However, there can be no assurance that these estimates will be achieved, and actual results could differ materially from these estimates. Specific factors that might cause such a material difference include, but are not limited to, the availability and cost of personnel required to carry out the program, the ability to acquire and convert all relevant computer assets and similar considerations.

**OPERATIONS**

The Company believes that information use has a beneficial effect on the results of operations.

**OPERATION OVER 1998**

The Company expects continued profitability and revenue growth in 1999. Revenue from the Company's information technology services business should grow approximately 12.5% as a result of the multi-billion dollar hardware services agreement signed with AT&T, Inc. Additionally, the Company expects overall revenue growth from the electronic travel distribution business to be consistent with prior years. While the Company anticipates a decline in electronic travel bookings started in 1998, the Company expects to compensate for the decline with growth in international bookings, and air bookings and other services.

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**FOOTNOTES TO STATEMENTS OF FINANCIAL DATA**

The two basic statements of income data in the table below are based upon the historical financial statements of the Company and adjusted for reorganization and the operating loss recognized on January 1, 1998. The two basic statements are presented for illustrative purposes only and are not necessarily comparable to the historical financial statements of the Company. All other financial data has been reclassified on January 1, 1998, and is not necessarily indicative of future results of operations.

The pro forma statements of income data should be read in conjunction with the unaudited financial statements and related notes thereto of the Company included elsewhere herein. The notes thereto include the terms of the Milliken Agreement and the disclosure as to what we have determined occurred with the reorganization and the operating loss from 1997 to the date of the financial statements, which should be read in conjunction with the description of the above company.

**YEAR ENDDED DECEMBER 31,**

	1997	1998	1999
	(Actual)	(Pro Forma)	(Pro Forma)
Revenue			
Management, travel distribution	\$ 2,210,406	\$ 2,101,784	\$ 2,296,087
Information technology solutions	989,513	931,795	879,249
Total revenue	3,200,000	3,033,579	3,175,336
Operating expenses			
Cost of revenues			
Electronics, travel distribution	801,422	794,230	859,240
Information technology solutions	400,248	384,487	355,964
Selling, general and administrative	1,786,444	1,849,805	1,790,885
Total operating expenses	2,988,114	3,028,522	3,006,089
Operating income	211,886	205,057	169,247
Other items (expense)	23,293	11,222	5,122
Interest expense	(141,020)	(141,020)	(141,020)
Other, net	7,622	(6,826)	(11,944)
Income before provision for income taxes	54,281	58,433	20,405
Provision for income taxes	148,788	120,900	120,900
Net earnings	\$ 105,493	\$ 37,533	\$ (100,495)
Realized net foreign exchange gains and losses	\$ 2,100		
Pro forma earnings per common share, basic and diluted	\$ 1.44	\$ 1.44	\$ 1.44

**ACTUAL 1997 COMPARED TO PRO FORMA 1998**

**REVENUE** - Year 2000 Distribution. Electronic travel distribution revenue for the year ended December 31, 1997 increased approximately 20% compared to pro forma revenue for the year ended December 31, 1998, from \$2,210 million to \$2,102 million. The increase was primarily due to growth in booking fees from \$1,200 million to \$1,200 million. The growth in booking fees was due to an increase in booking volume primarily attributable to international expansion in Europe and Asia Pacific and an overall increase in the price per booking charged to customers.

Actual cost of revenues for electronic travel distribution for the year ended December 31, 1997 increased approximately 6% compared to pro forma for the year ended December 31, 1998 from \$801 million to \$794 million. This increase was primarily attributable to an increase in travel, benefits and employee related costs, depreciation and amortization, customer support and other operating expenses. However, benefits and employee related costs decreased due to an increase in the average number of employees necessary to support the Company's revenue growth and overall revenue. Depreciation and amortization expense increased primarily due to growth in the electronic equipment base, customer support and other operating expenses. Depreciation and amortization expense increased due to an increase in the average number of employees necessary to support the Company's business growth and overall revenue. The increase in amortization expense was primarily due to the amortization of certain data center equipment and the sale, in July 1998, of data center equipment with a net book value of approximately \$20 million to a third party.

**OPERATING EXPENSES** - Actual operating expense decreased \$4 million compared to pro forma operating expense for the year ended December 31, 1998 from \$3,029 million to \$3,006 million. This decrease was primarily due to an increase in selling, general and administrative expenses. Selling, general and administrative expenses increased as a result of sales growth and increased the cost of the electronic travel distribution and the information technology solutions lines of business. Depreciation related costs also decreased due to accelerated asset turnover.

**OPERATING INCOME** - Actual operating income decreased \$1 million, or 5%, compared to pro forma operating income for the year ended December 31, 1998 from \$212 million to \$205 million. Operating income decreased from \$123 to \$118 due to an increase in actual operating loss of 1.4% compared to pro forma revenue, while actual operating expense increased 4.4% compared to pro forma operating expense.

**INTEREST EXPENSE** - Actual interest expense increased \$1 million, compared to pro forma interest expense, due to a decrease in interest rates on the Company's debt and expense accrual.

**NET EARNINGS** - Actual net earnings decreased \$1 million, compared to pro forma net earnings, due to a decrease in interest rates on the Company's debt and expense accrual.

**EPS** - Actual EPS decreased \$0.01, compared to pro forma EPS, due to a decrease in interest rates on the Company's debt and expense accrual.

**PROVISION FOR INCOME TAXES** - Actual provision for income taxes was \$121 million for the year ended December 31, 1997 and \$121 million for the year ended December 31, 1998. The increase in the provision for income taxes corresponded with the increase in income before the provision for income taxes. See Note 7 to the unaudited financial statements for additional information regarding income taxes.

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STATE OF MISSISSIPPI, DEPARTMENT OF REVENUE

The Board of Revenue and Commissioners for the State of Mississippi

We have audited the accompanying consolidated balance sheets of the State of Mississippi, for and ending December 31, 1997 and 1998, and the related consolidated statements of assets and liabilities, equity and cash flows for each of the three years in the period ended December 31, 1997. These financial statements are the responsibility of the Company's management, and we are responsible for expressing an opinion on these financial statements based on our audits.

We conducted our audits in accordance with generally accepted auditing standards. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes reviewing, on a test basis, evidence supporting the amounts and disclosures in the financial statements. We also evaluate accounting principles used and significant estimates made by management, as well as assessing the overall financial statement presentation to determine that our audits provide a reasonable basis for our opinion.

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the consolidated financial position of the State of Mississippi, for and ending at December 31, 1997 and 1998, and the consolidated results of its operations and its cash flows for each of the three years in the period ended December 31, 1997 in conformity with generally accepted accounting principles.

STATE OF MISSISSIPPI

Balance Sheet  
January 31, 1998  
Amount Due After 30, As to which the State is Liable

THE SAME GROUP HOLDINGS, INC.  
CONSOLIDATED FINANCIAL STATEMENTS  
IN FORM NO. 100

Table with 3 columns: Description, December 31, 1997, and December 31, 1998. Rows include ASSETS (Cash, Accounts receivable, etc.), LIABILITIES AND EQUITY (Accounts payable, etc.), and TOTAL ASSETS/EQUITY.

The accompanying notes are an integral part of these financial statements.

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THE SAME GROUP HOLDINGS, INC.  
CONSOLIDATED FINANCIAL STATEMENTS  
IN FORM NO. 100

Table with 4 columns: Year ended December 31 (1997, 1998, 1999). Rows include REVENUE (Management, Information Technology), OPERATING EXPENSES (Personnel, Information Technology, etc.), OTHER INCOME (Interest, Dividend), and NET INCOME.

The accompanying notes are an integral part of these financial statements.

THE SAME GROUP HOLDINGS, INC.  
CONSOLIDATED FINANCIAL STATEMENTS  
IN FORM NO. 100

Table with 4 columns: Year ended December 31 (1997, 1998, 1999). Rows include OPERATING EXPENSES (Salaries, Travel, etc.), OTHER INCOME (Interest, Dividend), and NET INCOME.

The accompanying notes are an integral part of these financial statements.

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THE SARGE GROUP HOLDINGS, INC.  
FORM 10-K FINANCIAL STATEMENTS

Table with 7 columns: CLASS & COMM. GROUP, CLASS 2 GROUP, ADJUSTMENTS, DEFERRED CREDITS, DEFERRED DEBIT, BALANCE SHEET, BALANCE SHEET, BALANCE SHEET, BALANCE SHEET, BALANCE SHEET, BALANCE SHEET. Rows include items like 'DELEVER BY MAY 1, 1995', 'SALARIES AND BENEFITS', 'DEFERRED COMPENSATION', etc.

The accompanying notes are an integral part of these financial statements.

THE SARGE GROUP HOLDINGS, INC.  
FORM 10-K FINANCIAL STATEMENTS

DEPRECIATION AND AMORTIZATION - The Company's depreciation and amortization policies are as follows:

- Buildings and equipment: 5 to 10 years
Furniture, fixtures and equipment: 5 to 7 years
Leasehold improvements: 5 to 7 years
Capitalized software: 1 to 3 years
Goodwill: 1 to 3 years

Property and equipment are stated at their less accumulated depreciation and amortization, which is calculated as the straight line basis. Useful lives are estimated based on the expected useful life of the asset.

GOODWILL AMORTIZATION - The Company provides amortization based on the straight line basis over the useful life of the intangible asset. The useful life of the intangible asset is determined based on the expected future economic benefits derived from the asset.

The Company also provides information regarding its debt and capital structure. The Company has a total debt of approximately \$10 million as of December 31, 1994.

STOCK OWNERSHIP - The officers and directors of the Company are included in the consolidated financial statements. The Company has a total of 100,000 shares of common stock outstanding.

The Company and 200 entered into a tax sharing agreement effective July 1, 1994. The tax sharing agreement provides for the allocation of tax credits and deductions between the Company and 200.

THE SARGE GROUP HOLDINGS, INC.  
FORM 10-K FINANCIAL STATEMENTS

DEBT FINANCING

The SARGE Group Holdings, Inc. is a holding company. The debt listed on the balance sheet represents the debt of the SARGE Group Holdings, Inc. The debt is primarily composed of bank loans and bonds.

On July 2, 1994, 200 reorganized the ownership of the SARGE Group. The reorganization resulted in the formation of SARGE Group Holdings, Inc. and SARGE Group Holdings, Inc. as a subsidiary of SARGE Group Holdings, Inc.

In connection with the reorganization on July 2, 1994, the Company issued 1,000 shares of common stock, par value \$1.00 per share, to 200. The shares were subsequently transferred to 200.

Substantively all of the offering, the 1,000 shares of common stock held by 200 were transferred to 200, the owner of Class A common stock of the Company. See Note 5.

FINANCIAL INSTRUMENTS

FINANCIAL INSTRUMENTS - The consolidated financial statements have been prepared using accrual accounting. The financial instruments are primarily cash, accounts receivable, and accounts payable.

CONTRIBUTION - All significant accounts and transactions under the consolidated financial statements have been audited by an independent accounting firm.

CLASS AND CLASS 200 AGREEMENT - Under the 200 agreement, the Company's cash and cash equivalents were held for the Company by 200. The 200 agreement also provides for the allocation of tax credits and deductions between the Company and 200.

a consolidated return.

THE SARGE GROUP HOLDINGS, INC.  
FORM 10-K FINANCIAL STATEMENTS

DEPRECIATION AND AMORTIZATION - The Company's depreciation and amortization policies are as follows:

- Buildings and equipment: 5 to 10 years
Furniture, fixtures and equipment: 5 to 7 years
Leasehold improvements: 5 to 7 years
Capitalized software: 1 to 3 years
Goodwill: 1 to 3 years

Property and equipment are stated at their less accumulated depreciation and amortization, which is calculated as the straight line basis. Useful lives are estimated based on the expected useful life of the asset.

GOODWILL AMORTIZATION - The Company provides amortization based on the straight line basis over the useful life of the intangible asset. The useful life of the intangible asset is determined based on the expected future economic benefits derived from the asset.

The Company also provides information regarding its debt and capital structure. The Company has a total debt of approximately \$10 million as of December 31, 1994.

STOCK OWNERSHIP - The officers and directors of the Company are included in the consolidated financial statements. The Company has a total of 100,000 shares of common stock outstanding.

The Company and 200 entered into a tax sharing agreement effective July 1, 1994. The tax sharing agreement provides for the allocation of tax credits and deductions between the Company and 200.

Report the various items mentioned in the tax sharing agreement, and generally retains any potential tax benefit opportunities, and retains the right to pay all taxes attributable to periods before the commencement of the sharing agreement also grants the Company certain limited participation rights in any disputes with tax authorities.

The Company computes the provision for deferred income taxes using the liability method. Deferred income tax assets and liabilities are determined based on differences between financial reporting and income tax bases of assets and liabilities and are measured using the enacted tax rates and laws. The measurement of deferred tax assets is reduced by a valuation allowance, if necessary, to reflect the ability to realize the economic benefits. In 1997, the future tax benefits were \$390.4 million and \$311.9 million.

INTEGRITY AND DEVELOPMENT COSTS - All costs in the software development process which are classified as research and development costs are expensed as incurred until technological feasibility has been established. Once technological feasibility has been established, costs are capitalized until the product is ready for customer. Research and development costs expensed are \$177.6 million in 1997. Prior to 1989, research and development costs were not expensed.

OPERATION OF CREDIT RISK - The Company's operations are primarily limited to the United States. Foreign, Canada and Japan facilities are not contemplated in the travel industry. Approximately 90%, 93% and 95% of revenues in 1997, 1996 and 1995, respectively, were derived in countries and when consideration of risk. The Company generally does not require security or collateral from its customers as a condition of sale. The Company maintains an allowance for losses of approximately \$1 million and \$1 million as of December 31, 1997 and 1996, respectively, based upon the expected uncollectibility of all receivable accounts.

THE CORPORATION - The incorporation of these financial statements is identical with previously accepted accounting principles, however that certain amounts be recorded based on historical and accounting made by management. Actual results could differ from those estimates and assumptions.

STOCK PLANS AND OPTIONS - The Company maintains two stock options and options vesting under of AMR stock and stock options granted to employees paid to the participants. In accordance with accounting standards issued under SSAP, accounting for stock issued to employees to compensate services is required for stock option grants if the maximum term is 12 or more than that stated in the underlying stock on the date of grant. Compensation expense relative to other stock awards is recognized over the period during which the employee services to the Company necessary to earn the stock.

ISSUING THE COMMON STOCK - The two series exchange per share data is calculated on the basis of the 23,250,000 shares of Class A Common Stock issued in connection with the offering and the book value of \$37,374,000 (Class of Class B Common Stock held by one more corporation for the year ended December 31, 1997). The exchange per common share data for 1996 is calculated on the basis of 23,250,000 shares were outstanding the entire year adjusted for the weighted average number shares of Class A Common Stock issued subsequent to the offering.

IN 1997, the Director's Accounting Standards Board issued Statement No. 120, "Financial Reporting: Derivative Instruments" (SFAS 120), which requires that entities disclose the nature and classification of derivative financial instruments, including exchange rate contracts, which previously reported primary exchange rate contracts, which are not derivative instruments, but are exchange rate contracts, warrants and convertible securities. Interest payable per share is more accurate to the previously reported daily interest payable per share. All exchange rate contracts for all derivatives have been reported, and where appropriate, related to certain of the Statement 120 requirements.

THE ACQUISITION OF INFORMATION SERVICES - In June 1997, the financial accounting standards board (FASB) issued Statement No. 120, Reporting Derivatives Income, effective for fiscal years beginning after December 15, 1997. Statement No. 120 establishes standards for the reporting and display of comprehensive income and the components in a full set of general purpose financial statements. The adoption of statement No. 120 will require additional disclosures in the Company's financial statements, but it will not have an impact on the Company's results of operations.

Also in June 1997, the FASB issued Statement No. 111, Disclosure about Derivatives of an Underlying and Related Instruments, effective for fiscal years beginning after December 15, 1997. Statement No. 111 establishes standards for the way that public companies must report information about operating segments in annual financial statements and require them to disclose in notes to their financial statements about operating segments in certain financial reports issued to stockholders. It also establishes standards for related disclosures about products and services, geographic areas and major customers. The adoption of Statement No. 111 will require additional disclosures in the Company's financial statements, but it will have no impact on the Company's financial position or results of operations.

In October 1997, the American Institute of Certified Public Accountants issued Statement of Position (SOP) No. 97-2, Software Revenue Recognition: Software for Resellers. This SOP was issued as an interpretive guidance on software revenue recognition and applies to all software that is sold through resellers, selling or otherwise transferred to resellers. As a result, the Company's revenue recognition is substantially in compliance with SOP 97-2, and the adoption is not expected to have a material impact on the Company's financial position or results of operations.

NOTE TEN CONTINUED

Short-term investments consist of the following:

	DECEMBER 31,	
	1997	1996
US GOVERNMENT AND CORP BONDS	\$ 2,745,000	\$ 20,444
COMMERCIAL MONY	20,000	240,000
RECEIVABLE	140,000	50,000
U.S. TREASURY	80,000	24,000
	\$2,985,000	\$244,844

The following table summarizes short-term investments by contractual maturity at December 31, 1997 and 1996. All maturities:

	1997	1996
Due in one year or less	\$146,540	\$20,444
Due in one year through three years	\$2,745,000	\$24,000
Due after three years	9,460	\$8,400
	\$2,985,000	\$244,844

Short-term investments, all of which are classified as available-for-sale in accordance with Statement of Financial Accounting Standards No. 115, accounting for certain debt and equity securities, are stated at fair value based on market prices. These items in significant fluctuations in value recorded were not realized for values at December 31, 1997. The unrealized gains and losses, net of unrealized losses, are reflected as an adjustment to shareholders' equity, shareholders' investments, without regard to existing maturity of securities, and the net gains and losses are reported for purposes of the statements of cash flows.

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1. FINANCIAL INSTRUMENTS AND RISK MANAGEMENT

To reduce its exposure to foreign exchange rate fluctuations, the Company may enter into foreign currency derivative agreements. As December 31, 1997, no such agreements were outstanding.

During 1997, the Company entered into currency swap agreements that resulted in the recognition of gains of approximately \$1 million as of December 31, 1997. Gains on the operations are recognized as an adjustment of earnings based on the value of the swap at the end of the reporting period. The Company does not hold any foreign currency derivative instruments for trading purposes.

2. OTHER INCOME (LOSS) RECOGNITION

CONTRIBUTION TO AND CONTRIBUTION FROM ACQUISITION - Details of the AMRS recap offering from which the Company was formed described in Item 3, Reporting Derivatives Income, and Item 4, Reporting Derivatives Income, also during 1997, AMR contributed \$20 million to the Company and a note payable to AMR of \$50 million was cancelled in order to adequately capitalize certain of the funds being received from the Company. The cash proceeds from the contribution were used to reduce debt balances from AMR.

In connection with the capital infusion described above, interest payable to AMR of approximately \$20 million was converted to intracompany debt payable to AMR, upon which the Company was charged interest expense at an average rate of 6.5% in 1997, with the note payable to AMR of approximately \$33 million was extinguished.

INTEGRITY OF GAIN RECOGNITION - Prior to the recapitalization, American International Income Services reported net earnings based on the net position of each subsidiary and the payments to AMR at the average rate earned by American's portfolio of short-term investment operations. The alternative may use representative of what the Company could have earned or paid if the deal were had separately. Such payments for interest are equivalent to net interest expense for periods prior to the recapitalization.

ACQUISITION OF VALUE GROUP - On July 7, 1997, in connection with the recapitalization, American International Income Services reported net earnings based on the net position of each subsidiary and the payments to AMR at the average rate earned by American's portfolio of short-term investment operations. The alternative may use representative of what the Company could have earned or paid if the deal were had separately. Such payments for interest are equivalent to net interest expense for periods prior to the recapitalization.

CONVERSION OF DEBT TO EQUITY - In July 7, 1997, in connection with the recapitalization, American International Income Services reported net earnings based on the net position of each subsidiary and the payments to AMR at the average rate earned by American's portfolio of short-term investment operations. The alternative may use representative of what the Company could have earned or paid if the deal were had separately. Such payments for interest are equivalent to net interest expense for periods prior to the recapitalization.

CONVERSION AND RECAPITALIZATION - On July 3, 1997, American International Income Services reported net earnings based on the net position of each subsidiary and the payments to AMR at the average rate earned by American's portfolio of short-term investment operations. The alternative may use representative of what the Company could have earned or paid if the deal were had separately. Such payments for interest are equivalent to net interest expense for periods prior to the recapitalization.

ACQUISITION OF INFORMATION SERVICES - In connection with the recapitalization, the Company entered into certain agreements with AMR and its affiliates (the "Affiliate Agreements"), which are discussed below.

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THE SAGE GROUP LIMITED, INC.  
FORM OF INFORMATION STATEMENT CONTAINED

TECHNOLOGY SERVICES AGREEMENT - The Company is party to the Information Technology Services Agreement with America dated July 1, 1993 (the "Technology Services Agreement"), the general version of which contains information technology services. The parties agreed to apply the financial terms of the Technology Services Agreement as of January 1, 1994. The basic terms of the Technology Services Agreement expire June 30, 1994. The terms of the contract are provided by the Company by America, however, they are, for example, the Company will provide (1) data center services, data backup services, application development and existing application maintenance management services until June 30, 1994; (2) services relating to installing client server operations until June 30, 1994; and (3) technical support services until June 30, 1994, and other contract services until June 30, 1994.

The Technology Services Agreement provides for annual price adjustments. The contract price, adjustments are made according to formulas which, commencing in 1995, are reset every two years and which may take into account the market for similar services provided by other companies. The formulas used may reflect an increase or decrease over the previous rates.

With limited exceptions, under the Technology Services Agreement the Company will continue to be the exclusive provider of all information technology services provided by the Company to America, immediately prior to the expiration of the Technology Services Agreement. Any new information technology services, including non-application development services, proposed by America are an estimated purchase to completion leading by America or performed by another of its non-affiliate, non-related companies. The Company has the right to bid on all new services for which America initiates bid. Additionally, America may continue to perform development and enhancement work that is currently performing at its own risk.

Under July 1, 1994, America may terminate the Technology Services Agreement and the contract. If it does so, America will be required to pay a termination fee equal to the sum of all amounts then due under the Technology Services Agreement, including non-contract fees, plus value of unfinished work and a significant percentage of unfulfilled time provided. America may also terminate the Technology Services Agreement without penalty, in whole or in part, depending upon circumstances. The obligation created by the Company of its obligations of for service failure to perform critical or significant services of the Company is satisfied by another Company when the cost of America's work more than 8% higher in cost. After termination, America may terminate the Technology Services Agreement without penalty or termination fee. Additionally, if America were to discontinue any portion of the business of the affiliate including but not limited to the Company's fees from America, then America shall within 90 days of termination pay to the Company an amount to be determined by the Company's agreement in accordance with the Technology Services Agreement or pay a percentage of termination fee.

In addition, America Management Services, Incorporated, a subsidiary of Sage, and America have entered into an agreement pursuant to which Sage and America supply to America various services, including technology services. The Company is a principal provider of data processing and other related services to America and under the terms of the contract, America Management Services Incorporated, the "Contract Administrator", with America will operate in 1994 under the terms of the contract. America's contract administrator will perform the services actually performed by the Company and related costs associated with the administration and implementation of contract services as provided by the terms of the Technology Services Agreement. In December 1993, America paid the Company approximately \$20 million representing the unfulfilled contract costs. Approximately \$5 million of those unfulfilled costs were charged to operations in both 1993 and 1994.

MANAGEMENT SERVICES AGREEMENT - The Company and America are parties to a Management Services Agreement dated July 1, 1994 (the "Management Services Agreement"), pursuant to which America performs various management services for the Company, including treasury, bank management, and other administrative services. The agreement has a term of five years. The Company, America also manages the Company's cash disbursements under the terms of the Management Services Agreement. Under the terms of the Management Services Agreement, America will provide the services and related financial and other services and the Company will pay America the contract amount of \$1 million per year for the term of the agreement. America's services under the agreement represent approximately

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THE SAGE GROUP LIMITED, INC.  
FORM OF INFORMATION STATEMENT CONTAINED

MANAGING ORGANIZATION AGREEMENT - The Company and America are parties to the Managing Organization Agreement dated July 1, 1994 (the "Managing Organization Agreement"), pursuant to which America will provide managing support for all years for the Company's operations. Under the terms of the Managing Organization Agreement, America will provide the services and related financial and other services and the Company will pay America the contract amount of \$1 million per year for the term of the agreement. America's services under the agreement represent approximately

Under the Managing Organization Agreement, America's managing services include ongoing operational support for all years of the Company's operations, development and the Company of periodic business under the terms of the Managing Organization Agreement. The Company pays America a fee for the managing support for professional staff, the amount of which may increase or decrease, depending on their total billing volume. The fee for the managing support for professional staff is \$1.5 million, plus overhead and other expenses and an 8% profit margin. The fee for the managing support for the Company's operations is \$1.5 million, plus overhead and other expenses and an 8% profit margin. The Company pays America a fee for the managing support for the Company's operations. Additionally, the Company has provided to America certain other services in the 1994 term of the Managing Organization Agreement. If America does not fulfill these services, the Company will pay America any amount, up to a maximum of \$5 million.

NON-COMPETITION AGREEMENT - The Company, Sage and America have entered into a Non-Competition Agreement dated July 1, 1994 (the "Non-Competition Agreement"), pursuant to which Sage and America, on behalf of themselves and certain of their subsidiaries, have agreed to not enter competition with the Company's business of (1) electronic funds collection and development, maintenance, marketing and servicing of services for travel agency, travel management and related companies; (2) computer system services for the development, maintenance and operation of a data processing central providing data processing services to third parties; and (3) travel industry, transportation and related companies. The Non-Competition Agreement expires on December 31, 2001. America may terminate the Non-Competition Agreement, however, in no case activities described in this paragraph (1) through (3) of this paragraph shall be returned to the Company if the Technology Services Agreement is terminated as a result of an expiration thereof or the Company.

SHARE PURCHASES - The Company and America are parties to a Share Purchase Agreement dated July 1, 1994 (the "Share Purchase Agreement"), pursuant to which the Company is entitled to purchase additional shares of the Company's common stock of \$100,000. The Share Purchase Agreement will expire on June 30, 1995. In part for the purchase of eight privileges to purchase the shares of the Company, the Company makes a one-time payment to America and pays, beginning in 1994, for each privilege starting in that year, the amount for purchase is based on the number of years of service with the Company and will over the term of the purchase. America will receive for the Company beginning on January 1, 1993, and will receive the obligation for the portion of benefits attributable to service years prior to January 1, 1993. The accumulated benefit obligation for the purchase of the eight privileges owned by the Company as of July 1, 1993, was approximately \$8 million, out of deferred value of approximately \$1 million, was recorded as a liability of approximately equity. The purchase price of the eight privileges is being accrued over the unfulfilled service time of the employees eligible for the privilege, 1993-1994.

The Company and America are also parties to a Corporate Travel Agreement dated July 1, 1993 and ending June 30, 1994 (the "Corporate Travel Agreement"), pursuant to which the Company provides discounts for certain travel services to America. In exchange, the Company may pay a certain percentage of the travel to America as reported to all other air carriers combined if the Company fails to meet the applicable conditions in an average basis over any calendar period. America may terminate the agreement upon 90 days notice.

The parties agreed to apply the financial terms of the Travel Privileges Agreement and the Corporate Travel Agreement as of January 1, 1994.

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THE SHAREHOLDERS' AGREEMENT, 1997  
PART OF DISCLOSED FINANCIAL STATEMENTS (CONTINUED)

SHAREHOLDERS' AGREEMENT: On July 1, 1996, the Company and American entered into a Shareholders' Agreement pursuant to which the Company is required to borrow from American, and American is required to loan to the Company, amounts required by the Company to fund its daily cash requirements. In addition, American may, but is not required to, borrow from the Company to fund its daily cash requirements. The maximum amount the Company may borrow at any time from American under the Shareholders' Agreement is \$100 million. The maximum amount that American may borrow at any time from the Company under the Shareholders' Agreement is \$100 million. Under the Shareholders' Agreement, the interest rate on the loans made by American to the Company is based on the London Interbank Offered Rate (LIBOR) plus 100 basis points. The interest rate on the loans made by the Company to American is based on the LIBOR plus 100 basis points. The interest rate on the loans made by American to the Company is based on the LIBOR plus 100 basis points. The interest rate on the loans made by the Company to American is based on the LIBOR plus 100 basis points.

INFORMATION AGREEMENT: In connection with the Shareholders' Agreement, the Company and American entered into an information agreement. The information agreement is intended to ensure that the Company and American are able to share information regarding the Company's operations and financial performance. The information agreement is intended to ensure that the Company and American are able to share information regarding the Company's operations and financial performance. The information agreement is intended to ensure that the Company and American are able to share information regarding the Company's operations and financial performance.

REVENUE FROM OPERATIONS: American has revenues and other income of \$100 million in 1997, 1998 and 1999, respectively.

EMPLOYEE BENEFITS: Operating expenses are charged to the Company by American and other third parties in accordance with the Shareholders' Agreement. American's operating expenses, including salaries, wages, benefits, legal fees and other administrative costs, are charged to the Company based on the number of employees and other factors. The Company has entered into an agreement with American regarding the cost of such services provided to the Company. The Company has entered into an agreement with American regarding the cost of such services provided to the Company. The Company has entered into an agreement with American regarding the cost of such services provided to the Company.

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THE SHAREHOLDERS' AGREEMENT, 1997  
PART OF DISCLOSED FINANCIAL STATEMENTS (CONTINUED)

	Year ended December 31,		
	1997	1998	1999
Operating income	\$ 100,000	\$ 100,000	\$ 100,000
Interest expense	(10,000)	(10,000)	(10,000)
Income tax expense	(10,000)	(10,000)	(10,000)
Net income	\$ 80,000	\$ 80,000	\$ 80,000

EMPLOYEE BENEFIT PLANS: Under the 1997 Shareholders' Agreement, all employees of the Company were eligible to participate in American's qualified defined benefit pension plan (the "Pension Plan"). The Pension Plan provides benefits to participating employees based on years of service and average compensation over a specified period of time before retirement. The Pension Plan provides benefits to participating employees based on years of service and average compensation over a specified period of time before retirement. The Pension Plan provides benefits to participating employees based on years of service and average compensation over a specified period of time before retirement.

Effective January 1, 1997, the Company established the 1997 Group Term Life Insurance Plan (the "GLTIP"), a defined contribution plan qualified under Section 401(k) of the Internal Revenue Code of 1986 (the "Code"). Upon implementation, approximately 200 employees were the age of 40 or older as of December 31, 1996 began participating in the GLTIP.

The Company maintains a list of each participating employee's base pay to the GLTIP. Employees with a base pay of \$100,000 or more are eligible to participate in the GLTIP. Employees with a base pay of \$100,000 or more are eligible to participate in the GLTIP. Employees with a base pay of \$100,000 or more are eligible to participate in the GLTIP.

The obligation for benefits previously earned by employees under the age of 40 under the Pension Plan was the responsibility of the Company under the Pension Plan. The obligation for benefits previously earned by employees under the age of 40 under the Pension Plan was the responsibility of the Company under the Pension Plan. The obligation for benefits previously earned by employees under the age of 40 under the Pension Plan was the responsibility of the Company under the Pension Plan.

THE SHAREHOLDERS' AGREEMENT, 1997  
PART OF DISCLOSED FINANCIAL STATEMENTS (CONTINUED)

Certain employees of the Company meeting specified criteria have elected to remain at the American Plant site through December 31, 1999, and are on the list of employees and amounts in respect of their obligations to the Company. The obligation for benefits previously earned by employees under the age of 40 under the Pension Plan was the responsibility of the Company under the Pension Plan. The obligation for benefits previously earned by employees under the age of 40 under the Pension Plan was the responsibility of the Company under the Pension Plan.

Total costs for the year ended December 31, 1997 for the 100 Plant site (continued):	
Service cost - benefits earned during the period	\$ 4,440
Interest cost on projected benefit obligation	10,500
Return on assets	(10,872)
Net actuarial loss and interest	4,068
Net periodic pension cost	\$ 14,908

The Dashed column and numerical present value of benefit obligations of the 100 Plant site for the year ended December 31, 1997 were the following:

Unsettled benefit obligation	\$ 100,000
Accumulated benefit obligation	\$ 100,000
Effect of future salary increases	100,000
Projected benefit obligation	\$ 300,000
Plan assets at fair value	95,328
Unsettled benefit obligation in excess of plan assets	\$ 204,672
Unrecognized prior service costs	200
Unrecognized transition assets	(100)
Adjusted pension cost	\$ 204,772

The Company's funding policy is to have contributions equal to, or in excess of, the net periodic pension cost recognized by the employees' defined benefit plan for 1997.

The Company's funding policy is to have contributions equal to, or in excess of, the net periodic pension cost recognized by the employees' defined benefit plan for 1997.

In addition to providing pension benefits, American provides certain health care and life insurance benefits to certain employees. The amount of health care benefits is limited to lifetime maximums as specified in the plan. Approximately 10 employees of the Company are eligible for these benefits at their current eligibility requirements during their working lives. Annual employee group-term life insurance coverage funding a portion of their retiree health care benefits during their working lives. The Company funds benefits at the end of the year and also matches employee payroll. The Company's net cash cost for health care benefits was approximately \$5 million, \$5 million and \$5 million in 1997, 1998 and 1999, respectively. The Company is jointly and severally liable with AIG and other members of the AIG group for the funding of certain health care and life insurance benefits liabilities.

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THE SOURCE GROUP (EXCERPT), 1997

DETAILED FINANCIAL STATEMENTS CONTINUED

DETAILED TO THE GROUP FINANCIAL STATEMENTS, THE COMPANY IS OBLIGATED TO PURCHASE ANNUAL FUNDING COSTS... THE COMPANY IS OBLIGATED TO PURCHASE ANNUAL FUNDING COSTS...

INCLUDED IN EMPLOYEE BENEFITS IN THE TABLES BELOW ARE THE FOLLOWING NET COSTS...

Table with 3 columns: Year (1997, 1998, 1999) and rows for Service cost, Interest cost, etc.

THE FOLLOWING TABLE SUMMARIZES THE FUNDED STATUS OF THE PLANS REFERRED TO IN THE ACCUMULATED BENEFIT LIABILITIES...

Table with 2 columns: 1997, 1998 and rows for Obligations, Fully fundable assets, etc.

THE ASSETS CONSIST PRIMARILY OF MUTUAL FUND SHARES OWNED BY A SUBSIDIARY OF AIG...

AS OF DECEMBER 31, 1997 AND 1998, EMPLOYEES' ACCUMULATED BENEFIT COSTS WOULD INCREASE...

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DEFERRED FEDERAL INCOME TAX LIABILITY

Table with 2 columns: 1997, 1998 and rows for Current deferred income tax assets, etc.

THE SOURCE GROUP (EXCERPT), 1998

DETAILED FINANCIAL STATEMENTS CONTINUED

5. INCOME TAXES

THE PROVISION FOR INCOME TAXES IS AS FOLLOWS (IN THOUSANDS):

Table with 3 columns: 1997, 1998, 1999 and rows for Current provision, Deferred provision, etc.

THE PROVISION FOR INCOME TAXES DIFFERS FROM AMOUNTS COMPUTED AT THE STATUTORY FEDERAL INCOME TAX RATE AS FOLLOWS (IN THOUSANDS):

Table with 3 columns: 1997, 1998, 1999 and rows for Statutory income tax provision, State income taxes, etc.

THE COMPOSITION OF THE COMPANY'S DEFERRED TAX ASSETS AND LIABILITIES AS OF DECEMBER 31, 1997 AND 1998 WERE AS FOLLOWS (IN THOUSANDS):

Table with 3 columns: 1997, 1998, 1999 and rows for Deferred tax assets, Deferred tax liabilities, etc.

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THE SAME GROUP HOLDINGS, INC.  
FORM OF INCORPORATED FINANCIAL STATEMENTS CONTAINED

2. CONTINGENCIES AND COMMITMENTS

The Company's operations with significant investments continue looking for productivity growth and other projects which allow shareholders to receive normal income of additional equipment and other services from the Company as an asset to the shareholders. The Company anticipates additional tax loss carryovers to the extent there are available for applicable carryover years. The carryover amounts are stated as if the additional income and other losses from operations over the life of the contract will exceed the cost of the equipment and other services received substantially regardless of December 31, 1997 and 1996 with approximately \$16 million and \$4 million, respectively.

On July 1, 1998 the company entered into an operating lease agreement with and for certain facilities and equipment and the right and obligations under certain leases to the company. Also on July 1, 1998 the Company entered into an operating lease agreement with a third party for use lease of office facilities. At December 31, 1998, the future minimum lease payments required under these operating lease agreements, along with interest thereon, are as follows (in thousands):

	Approximate	Year Expires
Year ending December 31:		
1999	22,298	23,241
2000	2,294	23,248
2001	2,283	1,430
2002	1,740	1,583
2003	1,740	1,889
Thereafter	10,116	21,000

Lease expense, including facilities rented from affiliates, was approximately \$12 million, \$4 million and \$4 million for the years ended December 31, 1997, 1998 and 1999, respectively.

The Company is involved in certain disputes arising in the normal course of business. Although the ultimate resolution of these disputes cannot be accurately estimated at this time, management does not believe that they will have a material adverse effect on the financial condition or results of operations of the Company.

3. CAPITAL STOCK

The authorized capital stock of the Company consists of 70,000,000 shares of Class A Common Stock, par value \$0.01 per share, 107,152,000 shares of Class B Common Stock, par value \$0.01 per share, and 20,000,000 shares of preferred stock, par value \$1.00 per share. As of December 31, 1999, no shares of preferred stock have been issued.

The holders of Class A Common Stock and Class B Common Stock generally have identical rights, except that the holders of Class A Common Stock are entitled to one vote per share while holders of Class B Common Stock are entitled to ten votes per share on all matters to be voted on by shareholders. Holders of shares of Class A Common Stock and Class B Common Stock are not entitled to cumulate their votes in the election of directors, except that all matters to be voted on by shareholders may be approved by a majority (or in the case of election of directors, by a majority of two votes) entitled to the vote of all shares of Class A Common Stock and Class B Common Stock present in person or represented by proxy, voting together as a single class, subject to any voting rights granted to holders of any preferred stock. Except as otherwise provided by law, and subject to any voting rights granted to holders of any outstanding preferred stock, amendments to the Company's Certificate of Incorporation generally may be approved by a majority of the qualified voting power of all Class A Common Stock and Class B Common Stock voting together as a single class. However, amendments to the Company's Certificate of Incorporation that would alter or change the powers, preferences or special rights of the Class A Common Stock or the Class B Common Stock or that would alter or change the powers, preferences or special rights of the Class A Common Stock or the Class B Common Stock must be approved by a majority of the votes cast by the holders of the shares of the stock entitled to a separate class, constituting the Company, any members to the Company's Certificate of Incorporation.

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THE SAME GROUP HOLDINGS, INC.  
FORM OF INCORPORATED FINANCIAL STATEMENTS CONTAINED

To increase the authorized number of any class or to increase the number, authorization or limitations of any securities convertible into or exercisable or exchangeable for shares of any such class or classes of stock may be approved by the affirmative vote of the holders of a majority of the common stock, voting together as a single class.

Effective as of the class date on which are issued to the beneficial owner of an aggregate of at least a majority of the voting power of the voting stock (as defined) of the Company then outstanding, amendments to certain provisions of the Certificate of Incorporation will require the approval of 80% of the qualified voting power of all Class A Common Stock and Class B Common Stock, voting together as a single class.

Holders of Class A Common Stock and Class B Common Stock will vote as one equal amount per share in any shareholder election by the Board of Directors, subject to any preferred rights of any outstanding preferred stock.

Except as provided below, the shares of Class B Common Stock transferred to a person other than one of its subsidiaries or the Class B Common Stock (as defined herein) shall automatically convert to Class A Common Stock upon such conversion. Shares of Class A Common Stock representing more than one hundred percent of the Company transferred by one or more of its subsidiaries to a single transaction to one subsidiary or to the "Class B Subsidiaries" or any subsidiary of the Class B Subsidiaries shall automatically convert to shares of Class B Common Stock upon such conversion. Acquisition and transfer of Class B Common Stock obtained by one of its subsidiaries following any such conversion of shares of Class A Common Stock to the Class B Subsidiaries shall automatically convert into shares of Class A Common Stock upon such transfer. Shares of Class B Common Stock transferred to subsidiaries of one or more of the Class B Subsidiaries in a transaction intended to be on a non-reciprocal basis (as such term is defined in the Class A Common Stock) shall automatically convert into shares of Class A Common Stock upon the termination of such non-reciprocal basis.

Following a tax free spin off, shares of Class B Common Stock shall be transferred as Class A Common Stock, subject to applicable laws provided, however, the shares of Class B Common Stock shall automatically convert into shares of Class A Common Stock on the fifth anniversary of the corporate spin off, unless prior to such non-reciprocal basis, or the Class B Subsidiaries, at the time may be, transfers to the Company an opinion of counsel reasonably satisfactory to the Company to the effect that such conversion would adversely affect the ability of one or more of the Class B Subsidiaries to raise capital or to obtain a favorable rating from the Internal Revenue Service. If such opinion is not obtained, then the Class B Subsidiaries shall be subject to a vote of holders of the common stock on such non-reciprocal basis and their consent shall be required to the conversion of the shares of Class B Common Stock to shares of Class A Common Stock upon such transfer. If such opinion is not obtained, then the Class B Subsidiaries shall be subject to a vote of holders of the shares of Class B Common Stock and their consent shall be required to the conversion of the shares of Class B Common Stock to shares of Class A Common Stock upon such transfer.

On liquidation, dissolution or winding up of the Company, assets payable in full of the assets available to the holders of preferred stock. If any, all holders of common stock, regardless of class, are entitled to share equally in any assets available for distribution to holders of shares of common stock.

No shares of common stock of common stock are subject to redemption or have preemptive rights to purchase additional shares of common stock.

In 1997, the Board of Directors authorized, subject to certain conditions and upon approval of the stockholders up to 1.5 million shares of the Company's Class B Common Stock. The number of treasury shares purchased in 1997 was 11,000.

THE SAME GROUP HOLDINGS, INC.  
FORM OF INCORPORATED FINANCIAL STATEMENTS CONTAINED

16. STOCK OFFERING AND OFFERING

Prior to the offering, officers and key employees of the Company were eligible under ABC's 1998 Long-Term Incentive Plan (the "1998 Plan") to be granted deferred stock, restricted stock, stock options, stock appreciation rights, stock purchase rights and/or other stock based awards in common stock, par value \$0.01 per share, of ABC Class B Common Stock.

In conjunction with the 1998 Plan, certain officers and key employees of the Company were awarded 230,000 shares of deferred stock common stock, 1998 Long-Term Incentive Plan, at no cost, to be issued over a 10-year period. In addition, the ABC, in conjunction with the offering, the ABC Class B equity shares awarded to certain officers and key employees of the Company were allocated for 140,000 restricted shares of Class A Common Stock, subject to purchase 84,000 shares of Class A Common Stock and 56,000 shares of Class B Common Stock ("Offering Class B Equity Shares"). The number of restricted shares, stock options and deferred shares issued was dependent on, among other things, selection by the individuals on to the list of restricted shares, stock options and deferred shares to be awarded. The offering was a closing process of ABC Common Stock at the time of the offering and the initial public offering of Class A Common Stock. The restricted shares were issued during the time of grant. The stock options, which were to become exercisable at the next public offering of the Class A Common Stock, had a term of 10 years and followed the time of grant and will expire ten years from the date of grant. The Company Class B Equity Shares will be issued from the restricted placement from the offering. All of the Company Class B Equity Shares issued in conjunction with the offering were outstanding at December 31, 1997 and 1998.

In conjunction with the offering, the Company established the 1998 Long-Term Incentive Plan (the "1998 Plan") which officers and key employees of the Company may be granted restricted stock, deferred stock, stock options, stock appreciation rights, stock purchase rights and/or other stock based awards. In 1998, 11,000 shares of Class A Common Stock were authorized to be issued under the 1998 Plan. The 1998 Plan will terminate no later than five years from the date of its establishment, at December 31, 1997, approximately 3,200,000 shares were available for future grants of stock based awards under the 1998 Plan.

Restricted stock activity was:

	Year ended December 31,	
	1999	1998
Outstanding at January 1	411,000	---
Granted	24,900	289,700
Outstanding at December 31	435,900	289,700

The weighted-average grant date fair value of restricted stock granted during 1999 and 1998 was \$28.10 and \$27.00, respectively.

In conjunction with the 1998 Plan, certain officers and key employees of the Company were also awarded, at no cost, deferred ABC Common Stock. The ABC Restricted Stock Plan (the "1998 Plan") was established in 1998 and the number of ABC shares of the Company, as defined in the plan, in conjunction with the offering, certain ABC performance shares awarded to officers and key employees of the Company were converted into ABC shares of Class B Common Stock. The ABC performance shares ("Company Performance Shares") based on the initial public offering of shares of Class A Common Stock and the restricted stock offering of the ABC Common Stock on the date of the offering.

Under the Company's performance share plan, shares of deferred stock are awarded as to each officer and key employee under the 1998 Plan.

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THE SHARE-BASED PAYMENTS ACT 2006 AND SUBSIDIARY LEGISLATION, 2007
NOTES TO UNAUDITED FINANCIAL STATEMENTS (CONTINUED)

Notes to performance criteria of the Company, as defined in the LTI, the Company's performance share activity are:

Table with 2 columns: Year ended December 31, 2009 and 2008. Rows include Outstanding at January 1, Assumed upon termination of 2008 performance share award, and Outstanding at December 31.

The weighted average grant date fair value of Company Performance Share awards granted during 2009 and 2008 were \$26.02 and \$27.06, respectively.

In conjunction with the LTI, 2008 LTI options to purchase shares of AMB Common Stock ("08 Options") were granted to officers and key employees of the Company, between January 1 and December 31, 2008. The exercise period of the 08 Options, between January 1 and December 31, 2010, will begin on the date of grant, and ending ten years from the date of grant.

In connection with the LTI, the 2008 Options granted to officers and key employees of the Company were designed for options to purchase 722,720 shares of Class A Common Stock of the Company. The exercise period of the 08 Options to purchase Class A Common Stock was triggered by multiplying the initial grant volume of Class A Common Stock by the ratio of the exercise period of the 08 Options to the exercise period of the 08 Options.

Options granted under the LTI will be conditional at a price which is not less than the lesser value of Class A Common Stock on the date of grant, except as otherwise determined by a committee appointed by the Board of Directors, and no vesting or exercise will occur until ten years after the date of grant, except as otherwise determined.

Table with 4 columns: Year ended December 31, 2009, Weighted Average Exercise Price, Year ended December 31, 2008, and Weighted Average Exercise Price. Rows include Outstanding at January 1, Assumed upon exercise of 2008 Options, and Outstanding at December 31.

The weighted average grant date fair value of each option granted during 2009 and 2008 were \$8.73 and \$7.24, respectively.

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THE SHARE-BASED PAYMENTS ACT 2006 AND SUBSIDIARY LEGISLATION, 2007
NOTES TO UNAUDITED FINANCIAL STATEMENTS (CONTINUED)

The following table summarizes information about the stock options outstanding at December 31, 2009:

Table with 6 columns: Range of exercise prices, Number of options outstanding, Weighted-Average Remaining Life, Number of options, Weighted-Average Exercise Price, and Weighted-Average Exercise Price. Rows include 08 Options and 09 Options.

For each stock-based award, a committee established by the Board of Directors determines the eligible persons to whom awards will be made, the terms of which will be set by the Board of Directors to be awarded, the price, if any, to be paid by the recipient and all other terms and conditions of the award under the terms of the LTI on the date of grant.

Stock appreciation rights may be granted in conjunction with or as part of any stock option granted under the LTI. All appreciation rights will terminate upon termination or expiration of the related option and will be exercisable only during the term and the related option is outstanding. If an appreciation right is exercised, the related stock option will be deemed to have been exercised.

The Company has a Directors' Stock Incentive Plan which provides for an annual award of options to purchase 7000 shares of the Company's Class A Common Stock to each non-employee director. The plan also provides for a maximum award of options to purchase 20,000 shares of the Company's Class A Common Stock to any non-employee director upon his or her election or appointment to the Board of Directors. The options, when vesting, will have an exercise price equal to the market price of the Class A Common Stock on the date of grant, will vest over a two-year period, and options will expire on the earlier of (i) the date the non-employee director passes to be a director of the Company, or (ii) the tenth anniversary of the date of grant. If a Director of the Company ceases to be a non-employee director due to death, disability or termination of employment, 100% of the award shall vest and all unexercised awards shall be exercisable for the remainder of the term of the award.

Effective January 1, 2009, the Company established the 2008 Long Term Incentive Plan, which provides for an annual award of options to purchase 7000 shares of the Company's Class A Common Stock to each non-employee director. The plan also provides for a maximum award of options to purchase 20,000 shares of the Company's Class A Common Stock to any non-employee director upon his or her election or appointment to the Board of Directors. The options, when vesting, will have an exercise price equal to the market price of the Class A Common Stock on the date of grant, will vest over a two-year period, and options will expire on the earlier of (i) the date the non-employee director passes to be a director of the Company, or (ii) the tenth anniversary of the date of grant. If a Director of the Company ceases to be a non-employee director due to death, disability or termination of employment, 100% of the award shall vest and all unexercised awards shall be exercisable for the remainder of the term of the award.

As required by paragraph of Financial Accounting Standards No. 147, Accounting for Stock-Based Compensation, the Board determined the weighted average exercise price for each award based on the fair value of the underlying stock on the date of grant. The fair value of the underlying stock on the date of grant was determined by the Board of Directors. The fair value of the underlying stock on the date of grant was determined by the Board of Directors. The fair value of the underlying stock on the date of grant was determined by the Board of Directors.

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THE SHARE-BASED INCENTIVE PLAN  
STATUS OF UNEXERCISED STOCK OPTIONS (CONTINUED)

The Black-Scholes option valuation model was developed for use in calculating the fair value of traded options which have no vesting restrictions and are fully transferable. In addition, option valuation models require the input of highly subjective assumptions including the expected stock price volatility. Because the Company's employee stock options have characteristics significantly different from those of traded options, and because changes in the subjective input assumptions can materially affect the fair value estimate, in management's opinion, the resulting model do not necessarily provide a reliable single measure of the fair value of the employee stock options in other than aggregate amounts. It is applicable only to options that are exercisable during periods subsequent to December 31, 1999, and are based upon the fair value of the stock price as of the grant date based upon the employee's employment.

In practice of the fair value disclosure, the estimated fair value of the options and stock-based awards is calculated as expense over the vesting period. The Company's pro forma information is as follows (in thousands, except for earnings per share data information).

	Year ended December 31,		
	1999	1998	1997
Net earnings:			
As reported	\$171,833	\$496,374	\$425,631
Pro forma	\$174,428	\$494,481	\$425,784
Weighted average shares of reported basic and diluted	21.33	21.33	
Pro forma			\$1.73
Forfeitures less shares repurchased, less taxes	\$1.12	\$1.42	
Diluted	\$1.61	\$1.92	
Pro forma			\$1.73

12. SHARE-BASED INCENTIVE PLAN

The following table sets forth the computation of basic and diluted earnings per share (in thousands, except per share amounts):

	Year ended December 31,		
	1999	1998	1997
Operating:			
Net income	\$496,374	\$338,874	\$225,581
Other income:			
Benefit for basic earnings per share	136,634	130,655	130,654
Effect of dilutive securities:			
Employee stock options	398	48	---
Restricted shares	29	27	---
Common stock repurchased	62	41	---
Dilution potential common shares	577	86	---
Benefit for diluted earnings per share	136,986	130,886	130,654
Adjusted earnings per share			
Basic and diluted earnings per share	\$1.33	\$1.43	

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THE SHARE-BASED INCENTIVE PLAN  
STATUS OF UNEXERCISED STOCK OPTIONS (CONTINUED)

Options to purchase 549,100 employee shares of common stock were outstanding during 1999 but were excluded from the computation of diluted earnings per share because the options' exercise prices were greater than the average market price of the common stock for the period. As a result, the effect would be antidilutive.

13. OPERATING EXPENSE ANALYSIS

The impact derives resulting from employee stock options, data relating to the Company's operations by geographic area is set forth below (in thousands):

	North America	Europe	Total
1999			
Operating income	\$1,488,739	\$438,794	\$1,927,533
Operating income	270,323	39,588	309,911
Intangible assets	1,422,376	78,487	1,500,863
1998			
Operating income	\$1,436,422	\$282,266	\$1,718,688
Operating income	308,820	37,272	346,092
Intangible assets	1,384,770	61,367	1,446,137
1997			
Operating income	\$1,270,374	\$250,148	\$1,520,522
Operating income	222,268	75,240	297,508
Intangible assets	234,428	41,088	275,516

Operating income from operations consists of revenues less operating expenses, including an allocation of corporate expenses. Operating losses included intangible assets, deferred tax assets and other income (expense) net of tax. Intangible assets and deferred tax assets are excluded from diluted earnings per share.

13. OPERATING EXPENSE ANALYSIS (CONTINUED)

The following is a summary of the consolidated quarterly financial information for the years ended December 31, 1997 and 1998 (in thousands, except per share data):

	1997	1998	1999	2000
1997				
Operating income	\$439,639	\$447,359	\$466,846	\$440,499
Operating income	187,797	71,122	88,088	18,770
Net earnings	66,022	28,236	59,222	16,402
Weighted average shares of basic and diluted	8.11	8.43	8.43	8.14
1998				
Operating income	\$420,844	\$471,488	\$489,420	\$276,256
Operating income	215,392	82,938	97,316	42,208
Net earnings	62,339	42,088	46,231	42,379
Weighted average shares of basic and diluted	8.14	8.33	8.33	8.17
Weighted average shares of basic and diluted	---	---	---	8.17

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Corporation, par value \$0.01 per share shall be traded on the New York Stock Exchange to US Airways the Options (the "Issuance"); and US Airways hereby directs the Corporation to deliver the Options to DTC, National Association, as escrow agent (the "Escrow Agent") pursuant to the escrow agreement (the "Escrow Agreement"), dated as of the date of such Options, by and between US Airways and the Escrow Agent, a copy of which is attached hereto as Exhibit C.

SECTION 2. Representations and Warranties of the Corporation. As of the date hereof, the Corporation hereby represents and warrants to US Airways as follows:

2.1. Organization and Good Standing. The Corporation is duly organized, validly existing and in good standing under the laws of its jurisdiction of incorporation.

2.2. Authorization of the Agreement and Options. (a) The Corporation has all requisite power and authority to enter into and carry out the transactions contemplated by this Agreement and the Options.

(b) The Corporation has taken all action required by law and necessary corporate action to authorize the execution, delivery and performance of this Agreement and the Options and the consummation of the transactions contemplated hereby and thereby. This Agreement and the Options have been duly and validly authorized, executed and delivered by it, and this Agreement and the Options constitute the legal, valid and binding obligations of it, enforceable against it in accordance with their respective terms.

2.3. Authorization and Issuance of Option Shares. The authorization, incorporation, issuance, sale and delivery of the Option Shares have been duly and validly authorized by all requisite corporate action on the part of the Corporation, and when issued, sold and delivered in accordance with this Agreement and the Options, the Option Shares will be validly issued and outstanding, fully paid and nonassessable with no personal liability attaching to the ownership thereof, free and clear of any mortgages, judgments, claims, liens, security interests, pledges, covenants, charges or other encumbrances of any kind or character whatsoever ("Encumbrances"), other than Encumbrances, if any, arising as a result of actions taken by US Airways.

2.4. No Conflict. The execution and delivery by the Corporation of this Agreement and the Options and the consummation of the transactions contemplated hereby and thereby and the compliance by the Corporation with the provisions hereof and thereof will not, subject to the expiration or termination of any required waiting period under the Hart-Scott-Rodino Antitrust Improvements Act of

1976, as amended, and the rules and regulations promulgated thereunder ("HSR") (a) violate any provision of law, statute, rule or regulation, or any ruling, writ, injunction, order, judgment or decree of any court, administrative agency or other governmental body applicable to it, or any of its properties or assets, (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 or give rise to any right of termination, cancellation or acceleration under, or result in the creation of any lien or charge upon any of its properties or assets under, any contract, agreement, indenture, mortgage, guaranty, lease, license or understanding, written or oral to which it is a party or (c) violate its certificate of incorporation or by-laws or other organizational documents.

SECTION 3. Representations and Warranties of US Airways. As of the date hereof, US Airways represents and warrants to the Corporation as follows:

(a) US Airways is acquiring (subject to potential cancellation in connection with the provision of the Alternative Mechanism under Section 4.2) the Options under this Agreement, and will acquire any Option Shares, for its own account and not with a view to the distribution thereof within the meaning of the Securities Act of 1933, as amended (the "Securities Act").

(b) US Airways understands that (i) the Options have not been, and that the Option Shares will not be, registered under the Securities Act or any state securities laws, by reason of their issuance by the Corporation in a transaction exempt from the registration requirements thereof and (ii) in addition to any other restrictions or transfer contained in the Options, the Options and the Option Shares may not be sold unless such disposition is registered under the Securities Act and applicable state securities laws or is exempt from registration thereunder.

(c) US Airways further understands that any exemption from registration afforded by Rule 144 (the provisions of which are known to US Airways) promulgated under the Securities Act depends on the satisfaction of various conditions, in each case, which the Corporation is not obligated to cause the satisfaction of, and that, if applicable to the Option Shares, Rule 144 may affect the ability for sales only in limited amounts.

(d) US Airways believes it has received all the information it considers necessary or appropriate for deciding to acquire (subject to potential cancellation in connection with the provision of the Alternative Mechanism under Section 4.2) the Options. US Airways further represents that it has had an opportunity to ask questions and receive answers from the Corporation regarding the terms and conditions of the

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Options and the business, properties, prospects and financial condition of the Corporation.

(a) US Airways has not employed any broker or finder in connection with the transactions contemplated by this Agreement.

(b) US Airways is duly organized, validly existing and in good standing under the laws of the state of its incorporation and has all power and authority to enter into and perform this Agreement, the Options and the Escrow Agreement (collectively, the "Documents"). US Airways has taken all action required by law and necessary corporate action to authorize the execution, delivery and performance of this Agreement and each other Document and the consummation of the transactions contemplated hereby and thereby. Such Documents have been duly and validly authorized, executed and delivered by US Airways, and constitute the legal, valid and binding obligations of it, enforceable against it in accordance with its terms.

(c) The execution and delivery by US Airways of each of the Documents does not, and the consummation by US Airways of the transactions contemplated hereby and thereby and compliance by US Airways with the provisions hereof and thereof will not, subject to the expiration or termination of any required waiting period under HSR, (a) violate any provision of law, statute, rule or regulation, or any ruling, writ, injunction, order, judgment or decree of any court, administrative agency or other governmental body applicable to it, or any of its properties or assets, (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 or give rise to any right of termination, cancellation or acceleration under, or result in the creation of any lien or charge upon any of its properties or assets under, any contract, agreement, indenture, mortgage, guaranty, lease, license or understanding, written or oral to which it is a party or (c) violate its certificate of incorporation or by-laws or other organizational documents.

SECTION 4. Covenants.

4.1. No Market Manipulation. During the 60 day period immediately preceding the exercise of any Option, US Airways shall not, without the prior written consent of the Corporation, offer, purchase, sell, contract to purchase or sell or otherwise acquire or dispose of any securities of the Corporation that are essentially similar to the Option Shares, including but not limited 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.

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required, without its consent, to issue stock of the Corporation or to cause the issuance of stock of any affiliate thereof.

(ii) With respect to Option Two, at any time after July 3, 2001 but prior to January 1, 2001, if at such time US Airways has not exercised, in the good faith reasonable judgment, that if such Option were then exercisable, US Airways would be able to deliver the certificate in the form attached as Exhibit A to Option Two, US Airways may exercise its rights under the Section 4.2(a)(ii) in lieu of, and thereby cancel its corresponding rights under such Option. US Airways shall be deemed to have exercised its rights under this Section 4.2(a)(ii) by delivering to the Corporation a Notice of Proposal, together with supporting reasoning and calculations, setting forth an Alternative Mechanism for the Corporation to provide value, which shall be determined taking into account present value principles, in an amount equal to the value of such Option ("Option Two Value") as of the date of delivery of such Notice of Proposal. For avoidance of doubt, (i) US Airways shall not be required to deliver a certificate in the form attached as Exhibit A or Option Two in connection with the exercise of its rights under this Section 4.2 and (ii) if Option Two has terminated prior to the delivery of a Notice of Proposal, the Option Two Value shall be zero. The Alternative Mechanism proposed by US Airways shall specify the time at which Option Two Value is to be delivered by the Corporation, and the timing of any such delivery. Within twenty-one days of receipt of the Notice of Proposal, the Corporation shall deliver to US Airways a notice either accepting US Airways' proposal or setting forth the Corporation's Counter Proposal. If, within twenty-one days after delivery of the Corporation's Counter Proposal, the parties are unable, in good faith, to agree on an Alternative Mechanism having a value equal to the Option Two Value, the dispute shall be resolved in accordance with the Dispute Resolution Exhibit. In no event, however, shall the resolution of such dispute result in (i) US Airways failing to be entitled to an amount of value reasonably believed to equal to the Option Two Value (taking into account present value principles) or (ii) the Corporation being required, without its consent, to issue stock of the Corporation or to cause the issuance of stock of any affiliate thereof.

(b) If (x) US Airways fails to exercise, prior to the expiration or termination thereof, Option One or its rights with respect to such Option under Section 4.2(a)(i) and (y) US Airways has not exercised, in its good faith reasonable judgment by December 31, 1998 that it is able to deliver the certificate in the form attached as Exhibit A to Option One, then US Airways shall automatically become entitled on the expiration or termination of Option One under this Section 4.2(b) to an Alternative Mechanism with an Option Value (determined taking into account present value principles) equal to the Cash-Out Amount under Section 2.02(c) of Option One, determined as if US Airways had

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, (in either case, the "Expired Option Value") of such Option. For the avoidance of doubt, if the expiration date occurs prior to the time Option One is exercisable by its terms, the Expired Option Value shall be zero. US Airways shall have the right to propose, within twenty-one days after the expiration date or termination date, as applicable, the Alternative Mechanism (specifying, as provided in Section 4.2(a)(ii), the form in which the Expired Option Value is to be delivered by the Corporation, to whom such value shall be delivered, and the timing of any delivery) for the Expired Option Value. Within twenty-one days of receipt of US Airways' proposal, or, if none shall have been delivered, within forty-two days of the expiration date or termination date, as applicable, the Corporation shall deliver to US Airways a notice either accepting US Airways' proposal or (i) proposing, within twenty-one days after the expiration date or termination date, an alternative proposal, or (ii) failing to agree on an Alternative Mechanism having a value equal to the Expired Option Value. The dispute shall be resolved in accordance with the Dispute Resolution Exhibit. In no event, however, shall the resolution result in (A) US Airways failing to be entitled to an amount of value reasonably believed to equal the Expired Option Value (taking into account present value principles) or (B) the Corporation being required, without its consent, to issue stock of the Corporation or to cause the issuance of stock of any affiliate thereof.

(c) The Corporation shall deliver the Alternative Mechanism, as promptly as practicable after its final determination pursuant to Section 4.2(a)(ii), Section 4.2(a)(iii) or Section 4.2(b), as applicable, or at such other time as is contemplated by the Alternative Mechanism.

4.3. Termination of Services Agreements. If, prior to the fifteenth annual anniversary of the effective date thereof, US Airways terminated the Information Technology Services Agreement pursuant to Sections 23.1, 23.4, 23.5 or 23.8 thereof, ISG terminates the Information Technology Services Agreement pursuant to Section 23.1(c) thereof or ISG terminates the Interco Operation and Migration Agreement pursuant to Section 22.1(b) thereof, US Airways shall pay to the Corporation on the later of the effective date of such termination or the date on which the Corporation delivers an alternative mechanism pursuant to Section 4.2(b), if applicable, its immediately available funds by wire transfer to a bank account designated in writing by the Corporation an amount equal to (i) the sum of (a) the remainder of the Closing Price (as defined in any exercised Option) minus the Exercise Price (as defined in any exercised Option) as of the date of exercise of such Option, multiplied by the number of Option Shares issued thereunder, (b) any cash amount paid by the Corporation pursuant to its right to cash-out

any exercised Option. (c) The Option Value and Option Two value in respect of which an Alternative Mechanism has been delivered by the Corporation pursuant to Section 4.2(a)(i) or Section 4.2(a)(ii), plus (d) the Expired Option Value in respect of which an Alternative Mechanism has been delivered by the Corporation pursuant to Section 4.2(b) multiplied by (iii) a fraction, the numerator of which is the remainder of the number of shares outstanding which elapsed since the effective date of the Information Technology Services Agreement and prior to the effective date of the termination of such agreement and the denominator of which is ISG.

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 proceeds (including, without limitation, cash payable, upon such exercise to the Escrow Agent.

(b) US Airways shall not deliver to the Escrow Agent the certificate contemplated by Section 4(a) of the Escrow Agreement prior to the earliest of the expiration, termination or exercise of Option One.

4.5. Reporting. The parties intend and agree that upon exercise of any Option issued hereunder, or upon receipt of the Alternative Mechanism pursuant to Section 4.2, US Airways shall report as income an amount equal to the Cash-Out Amount under Section 2.02(c) of such Option (or, in the case of receipt of the Alternative Mechanism pursuant to Section 4.2(a)(ii), such other appropriate amount). And the Corporation shall deduct or capitalize, as appropriate, an amount equal to the Cash-Out Amount under Section 2.02(c) of such Option (or, in the case of receipt of the Alternative Mechanism pursuant to Section 4.2(a)(ii), such other appropriate amount).

SECTION 6. Transfer Taxes. US Airways agrees to bear any transfer, documentary, stamp or other similar taxes which may be determined to be payable in connection with the execution and delivery and performance of this Agreement.

SECTION 8. Further Assurances. At any time or from time to time after the date hereof, the Corporation, on the one hand, and US Airways, on the other hand, agree to cooperate with each other, and at the request of the other party, to execute and deliver any further instruments or documents and to take all such further action as the other party may reasonably request in order to evidence or effectuate the consummation of the transactions contemplated hereby relating to the issuance and to otherwise carry out the intent of the parties hereunder.

SECTION 7. Successors and Assigns. This Agreement shall bind and inure to the benefit of the Corporation and US Airways and their respective successors and

assigns; except that this Agreement may not be assigned by the Corporation (other than to an entity to whom TNG has assigned all of its rights and delegated all of its duties consistent with, and under, the Information Technology Services Agreement) without the prior written consent of US Airways, which consent may be withheld in its sole discretion, or by US Airways (other than (i) to wholly owned subsidiaries or entities of which US Airways is a wholly owned subsidiary or (ii) to an entity to whom US Airways has assigned all of its rights and delegated all of its duties consistent with, and under, the Information Technology Services Agreement, provided that for purposes of this clause (ii), such entity is not, at the time of such assignment, a member of the Corporation's "affiliated group," a "person" related to the Corporation or to any member of the Corporation's "affiliated group" or "acting in concert with" any of the Corporation's "persons", as such terms are used in Treasury Reg. 1.1564-4(c)(4)(ii); without the prior written consent of the Corporation, which consent may be withheld in its sole discretion.

SECTION 8. Entire Agreement. This Agreement and the other writings referred to herein or delivered pursuant hereto which form a part hereof contain the entire agreement among the parties with respect to the subject matter hereof and supersede all prior and contemporaneous negotiations or understandings which respect thereto, including the Agreement of Purchase and Sale and any agreements attached as exhibits thereto.

SECTION 9. Notices. Any notice, request, response, demand, 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) personal delivery, (b) courier or messenger service, whether overnight or next day (ii) certified United States mail postage prepaid, return receipt requested, or (d) prepaid teletype or facsimile.

to: US Airways to:  
US Airways, Inc.  
2345 Crystal Drive  
Arlington, Virginia 22207  
Telephone: (703) 872-5232  
Attention: General Counsel

with a copy to:  
Skadden, Arps, Blatts, Meagher & Fitch LLP  
618 Third Avenue  
New York, New York 10022

Teletypewriter: (214) 739-4200  
Attention: Thomas K. Kennedy, Esq.

or to the Corporation to:

The SABRE Group Holdings, Inc.  
4255 Area Center Boulevard  
Mail Drop 4254  
Fort Worth, Texas 76184  
Teletypewriter: (817) 267-4044  
Attention: Chief Financial Officer

with a copy to:

The SABRE Group Holdings, Inc.  
4255 Area Center Boulevard  
Mail Drop 4254  
Fort Worth, Texas 76184  
Teletypewriter: (817) 267-4226  
Attention: General Counsel

and a copy to:

Fried, Frank, Harris, Shriver & Jacobson  
One New York Plaza  
New York, New York 10004  
Teletypewriter: (212) 859-4000  
Attention: Charles H. Nathan, Esq.

or at such other address for a party as shall be specified by like notice. Each communication transmitted, delivered, or sent (a) in person, by courier or messenger service, or by certified United States mail (postage prepaid and return receipt requested) shall be deemed given, received, and effective on the date delivered to or refused by the intended recipient (with the return receipt or the equivalent record of the carrier or messenger being deemed conclusive evidence of delivery or refusal); or (b) by teletype or facsimile transmission or by electronic mail shall be deemed given, received, and effective on the date of actual receipt (with the confirmation of transmission or the electronic receipt being deemed conclusive evidence of such receipt, except where the intended recipient has promptly notified the other party that the transmission is illegible).

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10.1. Continuity during Dispute. In the event of a Dispute, the parties shall continue to perform their respective obligations pursuant to this Agreement.

10.4. Parties' Agreement. Nothing in this Section 10 or the Dispute Resolution Procedure prevents the parties from resolving any Dispute by mutual agreement at any time.

SECTION 11. Amendments. The terms and provisions of this Agreement may be modified or amended, or any of the provisions hereof waived, temporarily or permanently, only pursuant to the written consent of the parties hereto.

SECTION 12. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York without giving effect to the principles of conflicts of law.

SECTION 13. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid, but if any provision of this Agreement is held to be invalid or unenforceable in any respect, such invalidity or unenforceability shall not render invalid or unenforceable any other provision of this Agreement.

SECTION 14. Counterparts. This Agreement may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement.

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nevertheless, if the date of delivery or transmission is not a business day, or if the delivery or transmission is after 3:00 p.m., local time in Fort Worth, Texas, on a business day, the communication shall be deemed given, received, and effective on the next business day.

SECTION 10. Dispute Resolution.

10.1. Disputes in General. Except as otherwise stated in this Agreement, the parties shall resolve any dispute, disagreement, claim, or controversy arising in connection with or relating to this Agreement, or the validity, interpretation, performance or breach of this Agreement ("Dispute") in accordance with the procedure or process by which a Dispute must be resolved (except as otherwise stated or modified in this Agreement) as described in the Dispute Resolution Exhibit. Nevertheless, if any person (as defined in the Agreement of Purchase and Sale) other than the parties and their affiliates:

A. has initiated a lawsuit or other judicial, administrative, or arbitration proceedings against or involving either or both of the parties in which a Dispute will be resolved, or

B. is a necessary participant in any judicial, administrative, or arbitration proceedings to resolve a Dispute and cannot be joined by either or both of the parties in an arbitration of that Dispute under Section B.3 of the Dispute Resolution Exhibit,

so that (i) either case the Dispute Resolution Procedure is or will be ineffective, then the parties need not use or follow the Dispute Resolution Procedure to resolve this Dispute, although the submission to jurisdiction in section 8.2 of the Dispute Resolution Exhibit shall apply if necessary.

10.2. Information for Resolution. The parties shall freely share, and may disclose to any mediator or arbitrator as part of any Dispute resolution proceeding, any and all reasonably requested relevant information needed to facilitate the resolution of any Dispute and any and all information likely to lead to such relevant information.

IN WITNESS WHEREOF, the parties hereto have duly executed this Option Issuance Agreement as of the date first above written.

THE SABRE GROUP HOLDINGS, INC.

By: /s/ Patrick Kelly  
-----  
Name: Patrick Kelly  
Title: Senior Vice President and Chief Financial Officer

OR AIRWAYS, INC.

By: /s/ Rakesh Gangwal  
-----  
Name: Rakesh Gangwal  
Title: President and Chief Operating Officer



NEITHER THE OPTIONS REPRESENTED THIS CERTIFICATE NOR THE SHARES ISSUABLE UPON EXERCISE HEREOF HAVE BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR APPLICABLE STATE SECURITIES OR "BLUE SKY" LAWS. THE SECURITIES HAVE BEEN ACQUIRED FOR INVESTMENT. NEITHER SUCH OPTIONS NOR SUCH SHARES MAY BE OFFERED, SOLD, PLACED, TRANSMITTED, TRANSFERRED OR OTHERWISE DISPOSED OF EXCEPT IN COMPLIANCE WITH SUCH ACT AND APPLICABLE STATE SECURITIES AND "BLUE SKY" LAWS.

OPTION TO PURCHASE  
3,000,000 SHARES OF CLASS A COMMON STOCK,  
PER VALUE \$0.01 PER SHARE,  
OF  
THE SABRE GROUP HOLDINGS, INC.

NO. 0005-1

This certifies that for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, US Airways, Inc., a Delaware corporation (the "Optionee") is entitled to purchase at the Exercise Price from The Sabre Group Holdings, Inc., a Delaware corporation (the "Corporation"), subject to the terms and conditions hereof, at any time after 9:00 A.M., Port Worth, Texas time, on the Initial Exercise Date and before 5:00 P.M., local time in Port Worth, Texas on the Expiration Date, the number of fully paid and non-assessable shares of Common Stock stated above.

ARTICLE I

Section 1.01: Definition of Terms. As used in this Option, the following capitalized terms shall have the following respective meanings:

- (a) Agreement of Purchase and Sale: The agreement of Purchase and Sale, dated as of December 15, 1997, by and among US Airways Group, Inc., a Delaware corporation, the Optionee, the Corporation and USG.
- (b) Business Day: A day other than a Saturday, Sunday, national holiday in the United States, or other day in which banks in the State of Texas are authorized by law to remain closed.
- (c) Cap: \$0.01 per Option Share, or such number may be adjusted from time to time pursuant to Article III hereof.
- (d) Closing Price: The average of the highest and lowest trading prices on the NYSE for the Notice Date, per share of Common Stock as reported on the composite

Transactions Tape (or, if not listed on the NYSE, as reported on any other national securities exchange or automated quotation system on which the Common Stock is listed or quoted, as reported in the Wall Street Journal (Northeast edition), or, if not reported thereby, any other authoritative source) or, if not listed on the NYSE or reported on any other national securities exchange or automated quotation system, the fair market value of a share of Common Stock as determined by agreement of the Optionee and the Corporation or, in the absence of such an agreement, by an independent investment banking firm selected by agreement of an independent investment banking firm selected by the Optionee and an independent investment banking firm selected by the Corporation, which agreed upon investment banking firm shall be engaged by the Corporation (the cost of which engagement will be divided equally between the Corporation and the Optionee).

- (e) Common Stock: Class A Common Stock, par value \$0.01 per share, of the Corporation.
- (f) Composite Transactions Tape: A security price reporting service that includes all transactions in a security on each of the exchanges and in the over-the-counter market.
- (g) Exercise Price: \$0.01 per Option Share, or such price may be adjusted from time to time pursuant to Article III hereof.
- (h) Expiration Date: December 31, 1999.
- (i) ISRA: The Debt-Recent-Action Notices Improvements Act of 1976, as amended, and the rules and regulations promulgated thereunder.
- (j) Information Technology Services Agreement: The Information Technology Services Agreement, dated as of December 15, 1997, by and between the Optionee, the Corporation and USG.
- (k) Initial Exercise Date: June 30, 1999.
- (l) Interim Operation and Migration Agreement: The Interim Operation and Migration Agreement, dated as of December 15, 1997, by and between the Optionee, the Corporation and USG.
- (m) Issue Date: The date of execution of this Option as set forth on page 14 hereof.

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- (n) Merger: A consolidation or merger of the Corporation with or into any other corporation or corporations (other than a consolidation or merger in which the Corporation is the continuing corporation).
- (o) NYSE: New York Stock Exchange.
- (p) Option Issuance Agreement: The Option Issuance Agreement, dated as of January 1, 1996, by and among the Optionee and the Corporation.
- (q) Option Shares: Shares of Common Stock and/or securities purchased or purchasable upon exercise of this Option.
- (r) Person: An individual, partnership, joint venture, corporation, trust, unincorporated organization or government or any department or agency thereof.
- (s) USG: The Sabre Group, Inc., a Delaware corporation and wholly-owned subsidiary of the Corporation.

ARTICLE II

DURATION AND EXERCISE OF OPTION

Section 2.01: Duration of Option. The Optionee may exercise this Option at any time and from time to time after 9:00 A.M., Port Worth, Texas time, on the Initial Exercise Date, and before 5:00 P.M., local time in Port Worth, Texas time, on the Expiration Date. If (i) this Option is not exercised prior to 5:00 P.M., local time in Port Worth, Texas on the Expiration Date, (ii) the Optionee shall terminate the Information Technology Services Agreement pursuant to Sections 21.3, 23.4, 23.5 or 23.6 hereof, (iii) USG shall terminate the Information Technology Services Agreement pursuant to Section 21.1(b) hereof or USG shall terminate the Interim Operation and Migration Agreement pursuant to Section 22.1(b) hereof, or (iv) the Optionee shall deliver a notice pursuant to Section 4.2(a)(1) of the Option Issuance Agreement, then this Option shall become void, and all rights hereunder shall immediately thereafter cease.

Section 2.02: Exercise of Option.

(a) The Optionee may exercise this Option, in whole and not in part, by presenting, or causing to be presented, to the Corporation after 9:00 A.M., Port Worth, Texas time, on the Initial Exercise Date and prior to 5:00 P.M., Port Worth, Texas time on the Expiration Date, (1) a written notice (an "Exercise Notice") the date of which being herein referred to as the "Notice Date" constituting the Optionee's irrevocable election to exercise this Option, and a date not earlier than fifteen Business Days nor later than twenty Business Days from the Notice Date for the closing (the "Option Closing") of

such purchase (an "Option Closing Date") and (2) a certificate of a duly authorized officer of the Optionee in the form of exhibit A hereto, upon presentation of such written notice and certificate, this Option shall be deemed exercised for all purposes hereunder. Any Option Closing will be on an agreed location and time on the applicable Option Closing Date or at such later date as may be necessary so as to comply with ISRA and obtain or take any consents, approvals, orders, notifications or authorizations, required in connection with the requested issuance of Option Shares (the "Regulatory Approvals").

(b) Notwithstanding anything to the contrary contained herein, any exercise of this Option and purchase of Option Shares shall be subject to compliance with applicable laws and regulations, which may prohibit the purchase of all the Option Shares specified in the Exercise Notice without first obtaining or making certain Regulatory Approvals. In such event, if this Option is otherwise exercisable and the Optionee wishes to exercise this Option, this Option may be exercised in accordance with Section 2.01(a) and the Optionee shall acquire the maximum number of Option Shares specified in the Exercise Notice that the Optionee is then permitted to acquire under the applicable laws and regulations, and if the Optionee hereafter (but prior to the Expiration Date) obtains the Regulatory Approvals to acquire the remaining balance of the Option Shares specified in the Exercise Notice, then the Optionee shall be entitled to acquire such remaining balance. The Corporation agrees to assist the Optionee in making the Regulatory Approvals. The Corporation may require the Optionee to pay a sum sufficient to cover any reasonable out-of-pocket expenses incurred in connection with any assistance.

(c) Notwithstanding anything to the contrary contained herein, if at any time prior to the tenth Business Day after its receipt of the Exercise Notice, the Corporation presents to the Optionee a notice exercising its right (the "Cash-Out Right") pursuant to this Section 2.02(c), then the Corporation shall pay to the Optionee or its designee, on the Option Closing Date, in exchange for the cancellation of the Option, an amount (the "Cash-Out Amount") in cash equal to the lesser of (A) the number of Option Shares which would otherwise be purchased on the Option Closing Date (calculated without giving effect to any reduction in such number pursuant to Section 2.01(b) but giving effect to any other adjustment pursuant to Article III or Section 2.02(b)) multiplied by the difference between (i) the Closing Price and (ii) the Exercise Price, as adjusted pursuant to Article III and (B) the number of Option Shares which would otherwise be purchased on the Option Closing Date (calculated without giving effect to any reduction in such number pursuant to Section 2.01(b) but giving effect to any other adjustment pursuant to Article III or Section 2.02(b)) multiplied by the difference between (1) the Cap, as adjusted pursuant to Article III, and (2) the Exercise Price, as adjusted pursuant to Article III.

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(d) At any Option Closing, either (A) the Optionee shall pay, or shall cause to be paid, to the Corporation in immediately available funds by wire transfer to a bank account designated in writing by the Corporation at least two Business Days prior to such Option Closing an amount equal to the product of (i) the Exercise Price, as adjusted pursuant to Article III, multiplied by the number of Option Shares Issuable hereunder (calculated without giving effect to any adjustment pursuant to Article III (other than pursuant to Section 3.01(d)) or Section 3.02(b)) but giving effect to any adjustment pursuant to Section 3.01(d)), multiplied by (ii) a fraction, the numerator of which is the number of Option Shares to be purchased at such Option Closing (calculated giving effect to any adjustments pursuant to Article III or Section 3.02(b)) and the denominator of which is the number of Option Shares Issuable hereunder (calculated giving effect to any adjustment pursuant to Article III but not giving effect to Section 3.02(b)) or (B) if the Corporation shall have exercised its Cash-Out Right pursuant to Section 3.02 (c), the Corporation shall pay to the Optionee or its designee in immediately available funds by wire transfer to a bank account designated in writing by the Optionee at least two Business Days prior to such Option Closing, the Cash-Out Amount.

(e) At any Option Closing, (i) simultaneously with non-delivery by the Optionee or its designee of immediately available funds as provided in Section 3.02(d) and the surrender of this Option, the Corporation will deliver to the Optionee or its designee a certificate or certificates representing the Option Shares to be purchased at such Option Closing, or (ii) if the Corporation shall have exercised its Cash-Out Right pursuant to Section 3.02 (c), simultaneous with the delivery by the Corporation of immediately available funds as provided in Section 3.02(d), the Optionee shall surrender, or shall cause the surrender of, this Option.

(f) The Optionee shall pay, or shall cause to be paid, any and all stock transfer and similar taxes which may be payable in respect of the issue of any Option Shares or payment of cash to the Optionee.

Section 3.03: Reservation of Shares. The Corporation hereby agrees that at all times there shall be reserved for issuance and delivery upon exercise of this Option such number of shares of Common Stock free and clear of all liens upon exercise of this Option. All such shares shall be duly authorized, and when issued upon such exercise, shall be validly issued, fully paid and non-assessable, free and clear of all liens, security interests, charges and other encumbrances or restrictions on sale and free and clear of all preemptive rights.

Section 3.04: Fractional Shares. The Corporation shall not be required to issue any fraction of a share of its capital stock in connection with the exercise of this Option, and in any case where the Optionee would, except for the provisions of this Section 3.04, be entitled under the terms of this Option to receive a fraction of a share upon the exercise

of this Option, the Corporation shall, upon the exercise of this Option and receipt of the Exercise Price, issue the largest number of whole shares purchasable upon exercise of this Option. The Corporation shall, in lieu of issuing any fractional shares, pay the Optionee a sum in cash equal to the product of the Exercise Price and such fractional interest.

Section 3.05: Registration Rights. The Corporation shall, if requested by the Optionee at any time and from time to time within one year after the exercise of this Option, as expeditiously as possible prepare and file up to two registration statements under the Securities Act of 1933, as amended (the "Securities Act") if such registration is necessary in order to permit the sale or other disposition of any or all Option Shares in accordance with the intended method of sale or other disposition stated by the Optionee. However, if the conditions hereinafter set forth, a "qualifying" registration statement under such act under the Securities Act or any successor provision, and the Corporation shall use reasonable efforts to qualify such shares under any applicable state securities laws. The Corporation shall use reasonable efforts to cause each such registration statement to become effective, to obtain all consents or waivers of other parties which are required therefor, and to keep such registration statements effective for such period not in excess of 180 calendar days from the day such registration statement first becomes effective or may be necessary necessary to affect such sale or other disposition. The obligations of the Corporation hereunder to file a registration statement and to maintain its effectiveness may be suspended for up to 60 calendar days in the aggregate if the Board of Directors of the Corporation shall have determined that the filing of such registration statement or the maintenance of its effectiveness would require disclosure of material nonpublic information that would materially and adversely affect the Corporation or otherwise interfere with or adversely affect any pending or proposed offering of securities of the Corporation, or any other material transaction involving the Corporation. Any registration statement prepared and filed under this Section 3.05, and any sale covered thereby, shall be at the Optionee's expense provided, that the Corporation shall bear the costs of its own legal counsel. The Optionee shall provide all information reasonably requested by the Corporation for inclusion in any registration statement to be filed hereunder. In connection with any registration pursuant to this Section 3.05, the Corporation and the Optionee shall provide each other and any underwriter of the offering with customary representations, warranties, covenants, indemnification, and contribution in connection with such registration.

Section 3.06: Listing. If, at any time, Common Stock or any other securities to be acquired upon exercise of this Option are then listed on the NYSE (or any other national securities exchange or automated quotation system), the Corporation shall promptly file an application to list the shares of Common Stock or other securities to be acquired upon exercise of this Option on the NYSE (and any such 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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ARTICLE III  
ADJUSTMENT OF SHARES OF COMMON STOCK  
HEREINAFTER AND OF EXERCISE PRICE

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 3.01: Mechanical Adjustments.

(a) In case the Corporation shall at any time or from time to time after the date hereof (i) pay any dividend, or make any distribution, on the outstanding shares of Common Stock in shares of Common Stock, (ii) subdivide the outstanding shares of Common Stock, (iii) combine the outstanding shares of Common Stock into a smaller number of shares, (iv) issue by reclassification of the shares of Common Stock any shares of capital stock of the Corporation or (v) experience any other change in its corporate or capital structure (including, without limitation, the declaration or payment of a dividend (other than an ordinary periodic dividend) of cash or other property) (each of the events described in the foregoing clauses (i) through (v) referred to as an "Adjustment Event"), then and in each such case, the Exercise Price in effect (immediately prior to such Adjustment Event or the record date therefor, whichever is earlier) shall be adjusted so that the Optionee shall be entitled to receive the number and type of shares of Common Stock or other capital stock or other assets or property (including, without limitation, cash) which such Optionee would have owned or have been entitled to receive after the happening of any of the Adjustment Events described above, had such Option been converted into Common Stock immediately prior to the beginning of such Adjustment Event or the record date therefor, whichever is earlier. An adjustment made pursuant to this Section 3.01(a) shall become effective (x) in the case of any such dividend or distribution, immediately after the close of business on the record date for the determination of holders of shares of Common Stock entitled to receive such dividend or distribution, or (y) in the case of such subdivision, reclassification, combination or other change in corporate or capital structure, at the close of business on the day upon which such corporate action becomes effective.

(b) If the Corporation shall take a record of the holders of its Common Stock for the purpose of entitling them to receive a dividend or other distribution and shall thereafter, and before such dividend or distribution is paid or delivered to shareholders entitled thereto, legally abandon its plan to pay or deliver such dividend or distribution, then no adjustment in the Exercise Price then in effect shall be made by reason of the

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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.

(c) In the case of a Merger or a reorganization of the Corporation or a reclassification of the capital stock of the Corporation (except a transaction for which provision for adjustment is otherwise made in this Section 3.01), the Optionee shall thereafter be entitled into the number of shares of stock or other securities or property (including, without limitation, cash) to which a holder of the number of shares of Common Stock of the Corporation deliverable upon exercise of such Option would have been entitled upon such Merger, reorganization or reclassification; and, in any such case, appropriate adjustment (as determined by the Board of Directors) shall be made in the application of the provisions herein set forth with respect to the rights and duties and liabilities of the holders of the Option, so long and that the provisions set forth herein (including provisions with respect to changes in and other adjustments of the applicable conversion price) shall thereafter be applicable, as nearly as reasonably may be, in relation to any shares of stock or other property thereafter deliverable upon the exercise of the Option. The Corporation shall not affect any such Merger unless prior to or simultaneously with the consummation thereof the successor Corporation shall assume by written instrument the obligation to deliver to the Optionee such shares of stock, securities or assets as, in accordance with the foregoing provisions, each such holder is entitled to receive.

(d) Whenever the Exercise Price payable upon exercise of this Option is adjusted pursuant to Section 3.01(a), the number of Option Shares Issuable hereunder shall automatically be adjusted by multiplying the number of Option Shares initially issuable upon exercise of this Option (as set forth 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.

(e) Whenever the Exercise Price payable upon exercise of this Option is adjusted pursuant to Section 3.01(a), the Cap shall automatically be adjusted by multiplying the Cap (immediately prior to such adjustment) by the Exercise Price, as adjusted pursuant to Section 3.01(a), and dividing the product so obtained by the Exercise Price immediately prior to such adjustment.

(f) In the event that at any time, as a result of any adjustment made pursuant to Section 3.01(a), the Optionee thereafter shall become entitled to receive any shares of capital stock of the Corporation other than Common Stock, thereafter the number of such other shares so receivable upon exercise of any Option shall be subject to adjustment from time to time in a manner and on terms as nearly equivalent as practicable to the provisions with respect to the Common Stock contained in Section 3.01(a).

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(6) In the event that the Closing Price exceeds the Cap, the Option Shares issuable upon exercise of this Option shall be reduced by the quotient of (i) the product of (a) the excess of (y) the Closing Price, over (z) the Cap, multiplied by (b) the number of Option Shares prior to such adjustment, divided by (c) the Closing Price.

Section 3.02: Notices of Adjustment. Whenever the number of Option Shares or the Exercise Price is adjusted as herein provided, the Corporation shall prepare and deliver forthwith to the Optionee a certificate signed by a President or a Vice President, or by the Treasurer or an Assistant Treasurer or the Secretary or an Assistant Secretary of the Corporation, setting forth the adjusted number of shares purchasable upon the exercise of this Option and the Exercise Price of such shares after such adjustment, setting forth a brief statement of the facts requiring such adjustment and setting forth the computation by which adjustment was made.

Section 3.03: Form of Option after Adjustments. The form of this Option may not be changed because of any adjustments in the Exercise Price or the number or kind of the Option Shares, and Options theretofore or thereafter issued may continue to express the same price and number and kind of shares as are stated in this Option, as initially issued.

ARTICLE IV

OTHER PROVISIONS RELATING TO RIGHTS OF OPTIONED

Section 4.01: No Rights as Shareholders; Notice to Optionees. Nothing contained in this Option shall be construed as conferring upon the Optionee any ownership or rights whatsoever as a shareholder of the Corporation, including, without limitation, the right to vote, consent or receive notices as a shareholder in respect of any meeting of shareholders for the election of directors of the Corporation or any other matter or the right to receive dividends or receive proceeds upon the liquidation, dissolution or winding up of the Corporation.

Section 4.02: Lost, Stolen, Mutilated or Destroyed Options. If this Option is lost, stolen, mutilated or destroyed, the Corporation may, on such reasonable terms as to indemnity or otherwise as it may in its reasonable discretion impose (which shall, in the case of a mutilated Option, include the surrender thereof), issue a new Option of like denomination and tenor as, and in substitution for, this Option.

ARTICLE V

TRANSFER OF OPTIONS

Section 5.01: Transfer. Except as otherwise provided in Section 6.01, neither this Option nor any rights hereunder may be sold, transferred, assigned or otherwise disposed of, in whole or in part, to any person without the prior written consent of the Corporation, which consent may be withheld in its sole discretion. Any such sale, transfer or other disposition of this Option or any rights hereunder shall be made in accordance with and subject to the provisions of the Securities Act, and the rules and regulations promulgated thereunder.

Section 5.02: Restrictive Legend. Each Option Share issued upon exercise of this Option shall bear a legend containing the following words:

"THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR APPLICABLE STATE SECURITIES AND 'BLUE SKY' LAWS. THE SECURITIES HAVE BEEN ACQUIRED FOR INVESTMENT AND MAY NOT BE OFFERED, SOLD, REDEEMED, EXCHANGED, TRANSFERRED OR OTHERWISE DISPOSED OF EXCEPT IN COMPLIANCE WITH SUCH ACT AND APPLICABLE STATE SECURITIES AND 'BLUE SKY' LAWS."

The requirement that the above legend be placed upon certificates evidencing any such securities shall cease and terminate upon the earliest of the following events: (i) when such shares are transferred in a public offering, (ii) when such shares are transferred pursuant to Rule 144 under the Securities Act or (iii) when such shares are transferred in any other transaction if the seller delivers to the Corporation an opinion of its counsel, which counsel and opinion shall be reasonably satisfactory to the Corporation to the effect that such legend is no longer necessary in order to protect the Corporation against a violation by it of the Securities Act or any applicable state securities or "blue sky" laws upon any sale or other disposition of such shares without registration thereunder. Upon the occurrence of such event, the Corporation, upon the surrender of certificates containing such legend, shall, at its own expense, deliver to the holder of any such securities as to which the requirement for such legend shall have terminated, one or more new certificates evidencing such securities not bearing such legend.

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ARTICLE VI

OTHER MATTERS

Section 6.01: Successors and Assigns. Except as otherwise contemplated by Section 2.01, the terms and provisions of this Option shall bind and inure to the benefit of the Optionee and its permitted successors and permitted assigns, except that this Option may not be assigned by the Optionee (other than (i) to wholly-owned subsidiaries or entities of which the Optionee is a wholly owned subsidiary or (ii) to an entity to whom the Optionee has assigned all of its rights and delegated all of its duties consistent with, and under, the Information Technology Services Agreement, provided, that for purposes of this clause (ii), such entity is not, at the time of such assignment, a member of the Corporation's "affiliate group" or "person" "retained" to the Corporation or to any member of the Corporation's "affiliate group" or "acting in concert with" any of the foregoing "persons", as such terms are used in Treasury reg. 1.1504-6(c)(4)(ii)) without the prior written consent of the Corporation, which consent may be withheld in its sole discretion.

Section 6.02: Entire Agreement. This Option, together with the Agreement of Purchase and Sale and any agreements attached as exhibits thereto, contains the entire agreement among the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous arrangements or understandings with respect thereto.

Section 6.03: Amendments and Waivers. The terms and provisions of this Option, including the provisions of this sentence, may be modified or amended, or any of the provisions hereof waived, temporarily or permanently, pursuant to the written consent of the Corporation and the Optionee.

Section 6.04: Counterparts. This Option may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement.

Section 6.05: Governing Law. This Option shall be governed by and construed in accordance with the laws of the State of New York without giving effect to the principles of conflicts of law.

Section 6.06: Notice. Any notice, request, response, demand, 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) personal delivery, (b) courier or messenger service, whether overnight or same day (c) certified United States mail postage prepaid, return receipt requested, or (d) prepaid teletype or facsimile (except, that no Exercise Notice may be provided by teletype or facsimile).

If to Optionee to:

US Airways, Inc.  
2345 Crystal Drive  
Arlington, Virginia 22202  
Teletypewriter: (703) 872-5255  
Attention: General Counsel

with a copy to:

Shadden, Mpa, Glete, Meagher & Fion LLP  
310 Third Avenue  
New York, New York 10022  
Teletypewriter: (212) 735-5506  
Attention: Thomas H. Kennedy, Esq.

If to the Corporation to:

The SABRE Group Holdings, Inc.  
4255 Anson Carter Boulevard  
Mall Pkwy 3479  
Ft. Worth, Texas 76155  
Teletypewriter: (817) 987-1044  
Attention: Chief Financial Officer

with a copy to:

The SABRE Group Holdings Inc.  
4255 Anson Carter Boulevard  
Mall Pkwy 3479  
Ft. Worth, Texas 76155  
Teletypewriter: (817) 987-1044  
Attention: General Counsel

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and a copy to:

Fried, Frank, Harris, Shriver & Jacobson  
One New York Plaza  
New York, New York 10004  
Teletypewriter: (212) 850-4050  
Attention: Charles W. Nathan, Esq.

or on such other address for a party as shall be specified by like notice. Each communication transmitted, delivered, or sent (a) in person, by courier or messenger service, or by certified United States mail (postage prepaid and return receipt requested) shall be deemed given, received, and effective on the date delivered to or refused by the intended recipient (with the return receipt or the certified record of the courier or messenger being deemed conclusive evidence of delivery or refusal); or (b) by teletype or facsimile transmission or by electronic mail shall be deemed given, received, and effective on the date of actual receipt (with the confirmation of transmission or the electronic receipt being deemed conclusive evidence of such receipt, except where the intended recipient has promptly notified the other party that the transmission is illegible).

Notwithstanding, if the date of delivery or transmission is not a Business Day, or if the delivery or transmission is after 5:00 p.m. local time in Fort Worth, Texas, on a Business Day, the communication shall be deemed given, received, and effective on the next Business Day.

Section 6.07: Dispute Resolution.

(a) Except as otherwise stated in this Option, the parties shall resolve any dispute, disagreement, claim, or controversy arising in connection with or relating to this Option, or the validity, interpretation, performance or breach of this Option ("Dispute") in accordance with the procedure or process by which a Dispute must be resolved (except as otherwise stated or modified in this Option) as described in the Dispute Resolution Appendix (as defined in the Agreement of Purchase and Sale) other than the parties and their affiliates:

(i) Has initiated a lawsuit or other judicial, 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 cannot be joined by either or both of the parties in an arbitration of that Dispute under Section 6.01 of the Dispute Resolution Appendix.

so that (in either case) the Dispute Resolution Procedure is or will be ineffective, that the parties need not use or follow the Dispute Resolution Procedure to resolve that Dispute, although the submission to jurisdiction in Section 6.05 of the Dispute Resolution Exhibit shall apply if necessary.

(b) The parties shall freely share, and may disclose to any mediator or arbitrator as part of any Dispute resolution proceeding, any and all reasonably requested relevant information needed to facilitate the resolution of any Dispute and any and all information likely to lead to such relevant information.

(c) In the event of a Dispute, the parties shall continue to perform their respective obligations pursuant to this Agreement.

(d) Nothing in this Section 6.07 or the Dispute Resolution Procedure prevents the parties from resolving any Dispute by mutual agreement at any time.

Section 6.08: Severability. Whenever possible, each provision of this Option shall be interpreted in such manner as to be effective and valid, but if any provision of this Option is held to be invalid or unenforceable in any respect, such invalidity or unenforceability shall not render invalid or unenforceable any other provision of this Option.

IN WITNESS WHEREOF, this Option has been duly executed by the Corporation under its corporate seal as of the 2nd day of January, 1997.

THE SARGE GROUP HOLDINGS, INC.

By: /s/ Patrick Kelly  
Name: Patrick Kelly  
Title: Senior Vice President and Chief Financial Officer

Attest: /s/ Camesa F. Swanson  
Assistant Secretary

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Exhibit A

Officer's Certificate

(Date)

The undersigned certifies that he is the duly elected, qualified and acting \_\_\_\_\_ of US Airways, Inc., a Delaware corporation (the "Optionee") and as such, he is familiar with matters certified herein and is authorized to execute this Certificate on behalf of the Optionee and, with reference to Section 2.03(a) of that Option, No. \_\_\_\_\_, to purchase 3,000,000 shares of Class A Common Stock, par value \$1.01 per share, of The SARGE Group Holdings, Inc. (capitalized terms used herein and not otherwise defined herein have the respective meanings specified in such option and that Exercise Notice attached as Exhibit 1 hereto, he further certifies as follows:

1. Neither the exercise of the Option requested pursuant to the Exercise Notice nor the receipt by the Optionee of the designated Option Shares upon such exercise does, as of the date hereof, or will, as of the Option Closing Date, conflict with or result in any breach of any of the terms, conditions or provisions of, or constitutive (with due notice or lapse of time, or both) a default (or give rise to any right of termination, cancellation or acceleration) under, or result in the creation of any encumbrance of any kind or character upon any of Optionee's properties or assets under, any contract, agreement, indenture, mortgage, guaranty, lease, license or understanding, written or oral to which it is a party.

IN WITNESS WHEREOF, the undersigned has executed this Certificate as of the date first written above.

By: \_\_\_\_\_  
Name:  
Title:

I, \_\_\_\_\_, Secretary of US Airways, Inc., do hereby certify that \_\_\_\_\_ is duly elected and qualified as \_\_\_\_\_ of US Airways, Inc. as of the date hereof, and that the signature set forth above is such officer's signature.

By: \_\_\_\_\_  
Name:

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(d) Closing Price: The average of the highest and lowest trading prices on the NYSE for the notice date, per share of Common Stock as reported on the Composite Transactions Tape (or, if not listed on the NYSE, as reported on any other national securities exchange or automated quotation system on which the Common Stock is listed or quoted, as reported in the Wall Street Journal (Northeast edition), or, if not reported therein, any other authoritative source; or, if not listed on the NYSE or reported on any other national securities exchange or automated quotation system, the fair market value of a share of Common Stock as determined by agreement of the Optionee and the Corporation or, in the absence of such an agreement, by an independent investment banking firm selected by agreement of an independent investment banking firm selected by the Optionee and an independent investment banking firm selected by the Corporation, which agreed upon investment banking firm shall be agreed by the Corporation. The cost of such engagement will be divided equally between the Corporation and the Optionee).

(e) Common Stock: Class A Common Stock, par value \$0.01 per share, of the Corporation.

(f) Composite Transactions Tape: A security price reporting service that includes all transactions in a security on each of the exchanges and in the over-the-counter market.

(g) Exercise Price: \$27.00 per Option Share, no such price may be adjusted from time to time pursuant to Article III hereof.

(h) Expiration Date: January 2, 2011.

(i) ESK: The Earl-Scott-Rodine Antitrust Improvements Act of 1976, as amended, and the rules and regulations promulgated thereunder.

(j) Information Technology Services Agreement: The Information Technology Services Agreement, dated as of December 11, 1997, by and between the Optionee, the Corporation and TSG.

(k) Initial Exercise Date: January 2, 2011.

(l) Interim Operation and Migration Agreement: The Genesis Operation and Migration Agreement, dated as of December 11, 1997, by and between the Optionee, the Corporation and TSG.

(m) Issue Date: The date of execution of this Option as set forth on page 14 hereof.

(n) Merger: A consolidation or merger of the Corporation with or into any other corporation or corporations other than a consolidation or merger in which the Corporation is the continuing Corporation).

(o) NYSE: New York Stock Exchange.

(p) Option Issuance Agreement: The Option Issuance Agreement, dated as of January 1, 1996, by and among the Optionee and the Corporation.

(q) Option Shares: Shares of Common Stock and/or securities purchased or purchasable upon exercise of this Option.

(r) Person: An individual, partnership, joint venture, corporation, trust, unincorporated association or government of any department or agency thereof.

(s) TSG: The TSG Group, Inc., a Delaware corporation and wholly owned subsidiary of the Corporation.

ARTICLE II

OPERATION AND EXERCISE OF OPTION

Section 2.01: Duration of Option. The Optionee may 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 before 5:00 P.M., local time in Fort Worth, Texas time, on the Expiration Date. If (i) this Option is not exercised before 5:00 P.M., local time in Fort Worth, Texas on the Expiration Date, (ii) the Optionee shall terminate the Information Technology Services Agreement pursuant to Sections 2.3, 2.4, 2.5 or 2.6 thereof, (iii) TSG shall terminate the Information Technology Services Agreement pursuant to Section 2.1.1(b) thereof or TSG shall terminate the Interim Operation and Migration Agreement pursuant to Section 2.1.1(b) thereof, or (iv) the Optionee shall deliver a notice pursuant to Section 4.2(c)(ii) of the Option Issuance Agreement, then this Option shall become void, and all rights hereunder shall immediately thereupon cease.

Section 2.02: Exercise of Option.

(a) The Optionee may exercise this Option, in whole and not in part, by presenting, or causing to be presented, to the Corporation after 9:00 A.M., Fort Worth, Texas time, on the Initial Exercise Date and prior to 5:00 P.M., Fort Worth, Texas time on the Expiration Date, (i) a written notice (an "Exercise Notice") the date of which being herein referred to as the "Notice Date" notifying the Optionee's irrevocable election to exercise this Option, and a date not earlier than fifteen Business Days nor later than twenty Business Days from the Notice Date for the closing (the "Option Closing") of such purchase (an "Option Closing Date") and (ii) a certificate of a duly authorized

officer of the Optionee in the form of Exhibit A hereof. Upon presentation of such written notice and certificate, this Option shall be deemed exercised for all purposes hereunder. Any Option Closing will be at an agreed location and time on the applicable Option Closing Date or at such later date as may be necessary so as to comply with ESK and obtain or make any consents, approvals, orders, notifications or authorizations, required in connection with the requested issuance of Option Shares (the "Regulatory Approvals").

(a) Notwithstanding anything to the contrary contained herein, any exercise of this Option and purchase of Option Shares shall be subject to compliance with applicable laws and regulations, which may prohibit the purchase of all the Option Shares specified in the Exercise Notice without first obtaining or making certain Regulatory Approvals. In such event, if this Option is otherwise exercisable and the Optionee wishes to exercise this Option, this Option may be exercised in accordance with Section 2.02(a) and the Optionee shall acquire the maximum number of Option Shares specified in the exercise notice that the Optionee is then permitted to acquire under the applicable laws and regulations, and if the Optionee thereafter (but prior to the Expiration Date) obtains the Regulatory Approvals to acquire the remaining balance of the Option Shares specified in the Exercise Notice, then the Optionee shall be entitled to acquire such remaining balance. The Corporation agrees to assist the Optionee in seeking the Regulatory Approvals. The Corporation may require the Optionee to pay a sum sufficient to cover any reasonable out-of-pocket expense incurred in connection with any assistance.

(b) Notwithstanding anything to the contrary contained herein, if at any time prior to the tenth Business Day after the receipt of the Exercise Notice, the Corporation presents to the Optionee a notice exercising its right (the "Cash-Out Right") pursuant to this Section 2.02(b), then the Corporation shall pay to the Optionee or its designee, on the Option Closing Date, in exchange for the cancellation of the Option, an amount (the "Cash-Out Amount") in cash equal to the lesser of (A) the number of Option Shares which would otherwise be purchased on the Option Closing Date (calculated without giving effect to any reduction in such number pursuant to Section 2.01(g) but giving effect to any other adjustment pursuant to Article III or Section 2.02(b)) multiplied by the difference between (i) the Closing Price and (ii) the Exercise Price, as adjusted pursuant to Article III and (B) the number of Option Shares which would otherwise be purchased on the Option Closing Date (calculated without giving effect to any reduction in such number pursuant to Article III or Section 2.01(g) but giving effect to any other adjustment pursuant to Article III or Section 2.02(b)) multiplied by the difference between (i) the Cap, as adjusted pursuant to Article III, and (ii) the Exercise Price, as adjusted pursuant to Article III.

(c) At any Option Closing, either (A) the Optionee shall pay, or shall cause to be paid, to the Corporation in immediately available funds by wire transfer to a bank

amount designated in writing by the Corporation at least two Business Days prior to such Option Closing an amount equal to the product of (i) the product of the Exercise Price, as adjusted pursuant to Article III, multiplied by the number of Option Shares issuable hereunder (calculated without giving effect to any adjustment pursuant to Article III (b) or Section 2.02(b)) but giving effect to any adjustment pursuant to Section 2.01(d) or Section 2.02(b), multiplied by (ii) a fraction, the numerator of which is the number of Option Shares to be purchased at such Option Closing (calculated without giving effect to any adjustments pursuant to Article III or Section 2.02(b)) and the denominator of which is the number of Option Shares issuable hereunder (calculated without giving effect to any adjustment pursuant to Article III but not giving effect to Section 2.02(b)) or (B) if the Corporation shall have exercised its Cash-Out Right pursuant to Section 2.02 (c), the Corporation shall pay to the Optionee or its designee in immediately available funds by wire transfer to a bank account designated in writing by the Optionee at least two Business Days prior to such Option Closing, the Cash-Out Amount.

(d) At any Option Closing, (A) simultaneously with the delivery by the Optionee or its designee of immediately available funds as provided in Section 2.02(d) and the surrender of this Option, the Corporation will deliver to the Optionee or its designee a certificate or certificates representing the Option Shares to be purchased at such Option Closing, or (B) if the Corporation shall have exercised its Cash-Out Right pursuant to Section 2.02 (c), simultaneously with the delivery by the Corporation of immediately available funds as provided in Section 2.02(d), the Optionee shall surrender, or shall cause the surrender of, this Option.

(e) The Optionee shall pay, or shall cause to be paid, any and all stock transfer and similar taxes which may be payable in respect of the issue of any Option Shares or payment of cash to the Optionee.

Section 2.03: Reservation of Shares. The Corporation hereby agrees that at all times there shall be reserved for issuance and delivery upon exercise of this Option such number of shares of Common Stock from time to time issuable upon exercise of this Option. All such shares shall be duly authorized, and when issued upon such exercise, shall be validly issued, fully paid and non-assessable, free and clear of all liens, security interests, charges and other encumbrances or restrictions on sale and free and clear of all preemptive rights.

Section 2.04: Fractional Shares. The Corporation shall not be required to issue any fraction of a share of its capital stock in connection with the exercise of this Option, and in any case where the Optionee would, except for the provisions of this Section 2.04, be entitled under the terms of this Option to receive a fraction of a share upon the exercise of this Option, the Corporation shall, upon the exercise of this Option and receipt of the Exercise Price, issue the largest number of whole shares purchasable upon exercise of this

Option. The Corporation shall, in lieu of issuing any fractional share, pay the Optionee a sum in cash equal to the product of the Closing Price and such fractional interest.

Section 2.05: Registration Rights. The Corporation shall, if requested by the Optionee at any time and from time to time within one year after the exercise of this Option, as expeditiously as possible prepare and file up to two registration statements under the Securities Act of 1933, as amended (the "Securities Act") if such registration is necessary in order to permit the sale or other disposition of any or all Option Shares in accordance with the intended method of sale or other disposition stated by the Optionee, including, if the conditions thereto are satisfied, a "shelf" registration statement under Rule 415 under the Securities Act or any successor provision, and the Corporation shall use reasonable efforts to qualify such shares under any applicable state securities laws. The Corporation shall use reasonable efforts to cause each such registration statement to become effective, to obtain all consents or waivers of other parties which are required therefor, and to keep such registration statement effective for such period not in excess of 180 calendar days from the day such registration statement first becomes effective as may be reasonably necessary to effect such sale or other disposition. The obligations of the Corporation hereunder to file a registration statement and to maintain its effectiveness may be suspended for up to 60 calendar days in the aggregate if the Board of Directors of the Corporation shall have determined that the filing of such registration statement or the maintenance of its effectiveness would require premature disclosure of material nonpublic information that would materially and adversely affect the Corporation or otherwise interfere with or adversely affect any studies or ongoing activities of the Corporation or any other material transaction involving the Corporation. Any registration statement prepared and filed under this Section 2.05, and any sale covered thereby, shall be at the Optionee's expense provided that the Corporation shall bear the costs of its own legal counsel. The Optionee shall provide all information reasonably requested by the Corporation for inclusion in any registration statement to be filed hereunder. In connection with any registration pursuant to this Section 2.05, the Corporation and the Optionee shall provide each other and any underwriter of the offering with customary representations, warranties, covenants, indemnification, and contribution in connection with such registration.

Section 2.06: Listing. If, at any time, Common Stock or any other securities to be acquired upon exercise of this Option are then listed on the NYSE (or any other national securities exchange or automated quotation system), the Corporation shall promptly file an application to list the shares of Common Stock or other securities to be acquired upon exercise of this Option or the NYSE (and any such 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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ADJUSTMENT OF SHARES OF COMMON STOCK PURCHASABLE AND OF EXERCISE PRICE

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 3.01: Mechanical Adjustments.

(a) In case the Corporation shall at any time or from time to time after the date hereof (i) pay any dividend, or make any distribution, on the outstanding shares of Common Stock in shares of Common Stock, (ii) subdivide the outstanding shares of Common Stock, (iii) combine the outstanding shares of Common Stock into a smaller number of shares, (iv) issue by reclassification of the shares of Common Stock any shares of capital stock of the Corporation or (v) experience any other change in its corporate or capital structure (including, without limitation, the declaration or payment of a dividend (other than an ordinary periodic dividend) of cash or other property (each of the events described in the foregoing clauses (i) through (v) referred to as an "Adjustment Event"), then and in each such case, the Exercise Price in effect immediately prior to such adjustment (or as herein provided) shall be adjusted, whichever is earlier, shall be adjusted so that the Optionee shall be entitled to receive the number and type of shares of Common Stock or other capital stock or other assets or property (including, without limitation, cash) which such Optionee would have owned or have been entitled to receive after the happening of any of the Adjustment Events described above, had such Option been converted into Common Stock immediately prior to the happening of such Adjustment Event or the record date therefor, whichever is earlier. An adjustment made pursuant to this Section 3.01(a) shall become effective (i) in the case of any such dividend or distribution, immediately after the close of business on the record date for the determination of holders of shares of Common Stock entitled to receive such dividend or distribution, or (ii) in the case of such subdivision, reclassification, combination or other change in corporate or capital structure, at the close of business on the day upon which such corporate action becomes effective.

(b) If the Corporation shall take a record of the holders of its Common Stock for the purpose of entitling them to receive a dividend or other distribution and shall thereafter, and before such dividend or distribution is paid or delivered to shareholders entitled thereto, legally amend its plan to pay or deliver such dividend or distribution, then no adjustment in the Exercise Price then in effect shall be made by reason of the taking of such record, and any such adjustment previously made as a result of the taking of such record shall be reversed.

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(c) In the case of a Merger or a reorganization of the Corporation or a reclassification of the capital stock of the Corporation (except a transaction for which provision for adjustment is otherwise made in this Section 3.01), the Option shall thereafter be exercisable into the number of shares of stock or other securities or property (including, without limitation, cash) to which a holder of the number of shares of Common Stock of the Corporation deliverable upon exercise of this Option would have been entitled upon such Merger, reorganization or reclassification, and, in any such case, appropriate adjustments (as determined by the Board of Directors) shall be made in the application of the provisions herein set forth with respect to the rights and interest thereafter of the holders of the Option, so that the provisions set forth herein (including provisions with respect to changes in and other adjustments of the applicable conversion price) shall thereafter be applicable, as nearly as reasonably may be, as if reference to any source of stock or other property thereafter deliverable upon the exercise of the Option, the Corporation shall not affect any such Merger unless prior to or simultaneously with the consummation thereof the successor Corporation shall assume by written instrument the obligation to deliver to the Optionee such shares of stock, securities or assets as, in accordance with the foregoing provisions, such such holder is entitled to receive.

(d) Whenever the Exercise Price payable upon exercise of this Option is adjusted pursuant to Section 3.01(a), the number of Option Shares issuable hereunder shall simultaneously be adjusted by multiplying the number of Option Shares initially issuable upon exercise of this Option (as set forth 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.

(e) Whenever the Exercise Price payable upon exercise of this Option is adjusted pursuant to Section 3.01(a), the Cap shall simultaneously be adjusted by multiplying the Cap immediately prior to such adjustment by the Exercise Price, as adjusted pursuant to Section 3.01(a), and dividing the product so obtained by the Exercise Price immediately prior to such adjustment.

(f) In the event that at any time, as a result of any adjustment made pursuant to Section 3.01(a), the Optionee thereafter shall become entitled to receive any shares of capital stock of the Corporation other than Common Stock, thereafter the number of such other shares as receivable upon exercise of any Option shall be subject to adjustment from time to time in a manner and on terms as nearly equivalent as practicable to the provisions with respect to the Common Stock contained in Section 3.01(a).

(g) In the event that the Closing Price exceeds the Cap, the Option Shares issuable upon exercise of this Option shall on delivery of the product of (i) the product of

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(a) the excess of (y) the Closing Price, over (z) the Cap, multiplied by (b) the number of Option Shares prior to such adjustment, divided by (1) the Closing Price.

Section 3.02: Notice of Adjustment. Whenever the number of Option Shares or the Exercise Price is adjusted as herein provided, the Corporation shall prepare and deliver forthwith to the Optionee a certificate signed by a President or a Vice President, or by the Treasurer or an Assistant Treasurer or the Secretary or an Assistant Secretary of the Corporation, setting forth the adjusted number of shares purchasable upon the exercise of this Option and the Exercise Price of such shares after such adjustment, setting forth a brief statement of the facts requiring such adjustment and setting forth the computation by which adjustment was made.

Section 3.03: Form of Option After Adjustments. The form of this Option need not be changed because of any adjustments to the Exercise Price or the number or kind of the Option Shares, and Options heretofore or thereafter issued may continue to express the same price and number and kind of shares as are stated in this Option, as initially issued.

ARTICLE IV

OTHER PROVISIONS RELATING TO RIGHTS OF OPTIONEE

Section 4.01: No Rights as Shareholders; Notice to Optionees. Nothing contained in this Option shall be construed as conferring upon the Optionee any ownership or rights whatsoever as a shareholder of the Corporation, including, without limitation, the right to vote, consent or receive notice as a shareholder in respect of any meeting of shareholders for the election of directors of the Corporation, or of any other matter or the right to receive dividends or receive proceeds upon the liquidation, dissolution or winding up of the Corporation.

Section 4.02: Lost, Stolen, Mutilated or Destroyed Options. If this Option is lost, stolen, mutilated or destroyed, the Corporation may, on such reasonable terms as to indemnity or otherwise as it may in its reasonable discretion impose (which shall, in the case of a mutilated Option, include the surrender thereof), issue a new Option of like denomination and tenor as, and in substitution for, this Option.

ARTICLE V

TRANSFER OF OPTIONS

Section 5.01: Transfer. Except as otherwise provided in Section 5.01, neither this Option nor any rights hereunder may be sold, transferred, assigned or otherwise disposed of, in whole or in part, to any person without the prior written consent of the Corporation.

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38 which consent may be withheld in its sole discretion. Any such sale, transfer or other disposition of this Option or any rights hereunder shall be made in accordance with and subject to the provisions of the Securities Act, and the rules and regulations promulgated thereunder.

Section 5.02: Restrictive Legend. Each Option Share issued upon exercise of this Option shall bear a legend containing the following words:

"THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR APPLICABLE STATE SECURITIES AND "BLUE SKY" LAWS. THE SECURITIES HAVE BEEN ACQUIRED FOR INVESTMENT AND MAY NOT BE OFFERED, SOLD, PLEDGED, EXCHANGED, TRANSFERRED OR OTHERWISE DISPOSED OF EXCEPT IN COMPLIANCE WITH SUCH ACT AND APPLICABLE STATE SECURITIES AND "BLUE SKY" LAWS."

The requirement that the above legend be placed upon certificates evidencing any such securities shall cease and terminate upon the earliest of the following events: (i) when such shares are transferred in a public offering, (ii) when such shares are transferred pursuant to Rule 144 under the Securities Act or (iii) when such shares are transferred in any other transaction if the seller delivers to the Corporation an opinion of its counsel, which counsel and opinion shall be reasonably satisfactory to the Corporation to the effect that such legend is no longer necessary in order to protect the Corporation against a violation by it of the Securities Act or any applicable state securities or "blue sky" laws upon any sale or other disposition of such shares without registration thereunder. Upon the occurrence of such event, the Corporation, upon the surrender of certificates containing such legend, shall, at its own expense, deliver to the holder of any such securities as to which the requirement for such legend shall have terminated, one or more new certificates evidencing such securities not bearing such legend.

ARTICLE VI  
OTHER MATTERS

Section 6.01: Successors and Assigns. Except as otherwise contemplated by Section 3.01, the terms and provisions of this Option shall bind and inure to the benefit of the Optionee and its permitted successors and permitted assigns, except that this Option may not be assigned by the Optionee (other than (i) to wholly-owned subsidiaries or entities of which the Optionee is a wholly-owned subsidiary or (ii) to an entity to whom

39 the Optionee has assigned all of its rights and delegated all of its duties consistent with, and under, the Information Technology Services Agreement, provided that for purposes of this clause (iii), such entity is not, at the time of such assignment, a member of the Corporation's "affiliated group", a "person" affiliated to the Corporation or to any member of the Corporation's "affiliated group" or acting in concert with any of the foregoing "persons", as such terms are used in Treasury Reg. 1.1364-4(c)(4)(ii); without the prior written consent of the Corporation, which consent may be withheld in its sole discretion.

Section 6.02: Entire Agreement. This Option, together with the Agreement of Purchase and Sale and any agreements attached as exhibits thereto, contains the entire agreement among the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous arrangements or understandings with respect thereto.

Section 6.03: Amendments and Waivers. The terms and provisions of this Option, including the provisions of this sentence, may be modified or amended, or any of the provisions hereof waived, temporarily or permanently, pursuant to the written consent of the Corporation and the Optionee.

Section 6.04: Counterparts. This Option may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement.

Section 6.05: Governing Law. This Option shall be governed by and construed in accordance with the laws of the State of New York without giving effect to the principles of conflicts of law.

Section 6.06: Notices. Any notice, request, response, demand, 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) personal delivery, (b) courier or messenger service, whether overnight or same day (c) certified United States mail postage prepaid, return receipt requested, or (d) prepaid teletype or facsimile (except that no Executive Notice may be provided by teletype or facsimile).

If to Optionee to:

US Always, Inc.  
3345 Crystal Drive  
Arlington, Virginia 22227  
Telecopier: (703) 572-5552  
Attention: General Counsel

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40 with a copy to:  
  
Skadden, Arps, Slate, Meagher & Flom LLP  
910 Third Avenue  
New York, New York 10022  
Telecopier: (212) 735-2660  
Attention: Thomas H. Kennedy, Esq.  
  
if to the Corporation to:  
  
The SABED Group Holdings, Inc.  
4255 Anson Carter Boulevard  
Mail Stop 4513  
Fort Worth, Texas 76148  
Telecopier: (817) 861-0756  
Attention: Debra Financial Officer  
  
with a copy to:  
  
The SABED Group Holdings Inc.  
4255 Anson Carter Boulevard  
Mail Stop 4513  
Fort Worth, Texas 76148  
Telecopier: (817) 967-1218  
Attention: General Counsel  
  
and a copy to:  
  
Fried, Frank, Harris, Shalver & Jacobson  
One New York Plaza  
New York, New York 10004  
Telecopier: (212) 855-4100  
Attention: Charles M. Nathan, Esq.

or at such other address for a party as shall be specified by like notice. Each communication transmitted, delivered, or sent (a) in person, by courier or messenger service, or by certified United States mail (postage prepaid and return receipt requested) shall be deemed given, received, and effective on the date delivered to or refused by the intended recipient (with the return receipt or the equivalent record of the courier or messenger being deemed conclusive evidence of delivery or refusal); or (b) by teletype or facsimile transmission or by electronic mail shall be deemed given, received, and effective on the date of actual receipt (with the confirmation of transmission or the electronic receipt being deemed conclusive evidence of such receipt, except where the intended recipient has promptly notified the other party that the transmission is illegible).

41 Nevertheless, if the date of delivery or transmission is not a Business Day, or if the delivery or transmission is after 5:00 p.m., local time in Fort Worth, Texas, on a Business Day, the communication shall be deemed given, received, and effective on the next Business Day.

Section 6.07: Dispute Resolution.

(a) Except as otherwise stated in this Option, the parties shall resolve any dispute, disagreement, claim, or controversy arising in connection with or relating to this Option, or the validity, interpretation, performance or breach of this Option ("Dispute") in accordance with the procedure or process by which a Dispute must be resolved (except as otherwise stated or modified in this Option) as described in the Dispute Resolution Appendix (as defined in the Option Purchase Agreement). Nevertheless, in any event, the parties to the Agreement of Purchase and Sale other than the parties and their affiliates:

(i) Has initiated a lawsuit or other judicial, 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 cannot be joined by either or both of the parties in an arbitration of that Dispute under Section 2.3 of the Dispute Resolution Appendix,

so that (in either case) the Dispute Resolution Procedure is or will be ineffective, then the parties shall not use or follow the Dispute Resolution Procedure to resolve that Dispute, although the submission to jurisdiction in Section 2.5 of the Dispute Resolution Exhibit shall apply if necessary.

(b) The parties shall freely share, and may disclose to any mediator or arbitrator as part of any Dispute resolution proceeding, any and all reasonably requested relevant information needed to facilitate the resolution of any Dispute and any and all information likely to lead to such relevant information.

(c) In the event of a Dispute, the parties shall continue to perform their respective obligations pursuant to this Agreement.

(d) Nothing in this Section 6.07 or the Dispute Resolution Appendix prevents the parties from resolving any Dispute by mutual agreement at any time.

Section 6.08: Severability. Whenever possible, each provision of this Option shall be interpreted in such manner as to be effective and valid, but if any provision of this Option is held to be invalid or unenforceable in any respect, such invalidity or

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IN WITNESS WHEREOF, this Option has been duly executed by the Corporation under its corporate seal as of the 2nd day of January, 1998.

Officer's Certificate

(Date)

THE SABRE GROUP HOLDINGS, INC.

By: /s/ Patrick Kelly

Name: Patrick Kelly  
Title: Senior Vice President and Chief Financial Officer

Attest: James P. Brahear  
Assistant Secretary

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The undersigned certifies that he is the duly elected, qualified and acting \_\_\_\_\_ of US Airways, Inc., a Delaware corporation (the "Optionee") and as such, he is familiar with matters certified herein and is authorized to execute this Certificate on behalf of the Optionee and, with reference to Section 2.05(a) of that Option, No \_\_\_\_\_, to purchase 3,000,000 shares of Class A Common Stock, par value \$1.01 per share, of The SABRE Group Holdings, Inc. (capitalized terms used herein and not otherwise defined herein have the respective meanings specified in such option and that Exercise notice attached as exhibits hereto, be further certified as follows:

1. Neither the exercise of the Option requested pursuant to the Exercise Notice nor the receipt by the Optionee or its designee of Option Shares upon such exercise does, as of the date hereof, or will, as of the Option Closing Date, conflict with or result in any breach of any of the terms, conditions or provisions of, or constitute (with due notice or lapses of time, or both) a default for any time to any right of termination, cancellation or acceleration) under or result in the creation of any encumbrance of any kind or character upon any of Optionee's properties or assets under, any contract, agreement, indenture, mortgage, guaranty, lease, license or understanding, written or oral to which it is a party.

IN WITNESS WHEREOF, the undersigned has executed this Certificate as of the date first written above.

By: \_\_\_\_\_  
Name:  
Title:

I, \_\_\_\_\_, Secretary of US Airways, Inc., do hereby certify that \_\_\_\_\_ is duly elected and qualified as \_\_\_\_\_ of US Airways, Inc. as of the date hereof, and that the signature set forth above is such officer's signature.

By: \_\_\_\_\_  
Name:

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SABRE INTERNATIONAL, INC. SUBSIDIARIES\* - CONTINUED

- SABRE ITALIA S.r.l. (Italy) (1991)
- SABRE Marketing Nederland B.V. (The Netherlands)
- SABRE Norge AS (Norway)
- SABRE Portugal Servicos LDA (Portugal) (1991)
- SABRE Servicios Colombia LTDA (Colombia) (1991)
- SABRE Suomi Oy (Finland)
- SABRE Sverige AB (Sweden)
- SABRE UK Marketing Ltd. (UK) (1991)
- CTIN Luxembourg S.A. (Luxembourg) (1991)

SABRE INTERNATIONAL HOLDINGS, INC. SUBSIDIARIES\*

- SABRE Belgium (Belgium) (1991)
- SABRE Mexico Marketing, S.A. (Spain) (1991)
- SABRE Europe Management Services Ltd. (UK) (1991)
- SABRE Italia S.r.l. (Italy) (1991)
- SABRE Portugal Servicos LDA (Portugal) (1991)
- SABRE Servicios Colombia LTDA (Colombia) (1991)
- SABRE UK Marketing Ltd. (UK) (1991)
- CTIN Luxembourg SA (Luxembourg) (1991)

SST HOLDING, INC. SUBSIDIARY\*

- SABRE Sociedad Tecnologica S.A. (Mexico) (1991)

SABRE SOCIEDAD TECNOLÓGICA S.A. SUBSIDIARY\*

- SABRE Services Administration (Mexico)

SABRE TECHNOLOGY ENTERPRISES, LTD. SUBSIDIARY\*

- SABRE Technology Enterprises II, Ltd. (Cayman Islands)
- The SABRE Group International (BARBAIN) W.L.L. (Bahrain)

TSOL, INC. SUBSIDIARIES\*

- TSOL Holding, Inc. (Delaware)
- TSOL-200, Inc. (Delaware)

TICKETNET CORPORATION SUBSIDIARY\*

- 146148 Canada, Inc. (Canada)

\* All subsidiaries are wholly-owned unless otherwise noted in parentheses

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EXHIBIT 21 A

SUBSIDIARIES  
THE SABRE GROUP HOLDINGS, INC.

THE SABRE GROUP HOLDINGS, INC. SUBSIDIARIES  
(CASH SUBSIDIARIES SUBSIDIARIES CONTROLLED THROUGH BELGIAN\*)

The SABRE Group, Inc. (Delaware)

THE SABRE GROUP, INC. SUBSIDIARIES

- Aerona International Network, Inc. (Japan) (1991)
- FINCOMPASS Holding, Inc. (Delaware)
- Evize Ltd. (Latvia) (1991)
- SABRE Decision Technologies International, Inc. (Delaware)
- SABRE Decision Technologies Licensing, Inc. (Delaware)
- SABRE International Holdings, Inc. (Delaware)
- SABRE International, Inc. (Delaware)
- LST Finance, Inc. (Delaware)
- SST Holding, Inc. (Delaware)
- TSOL, Inc. (Delaware)
- Ticketnet Corporation (Canada)
- SABRE Enterprises, Inc. (Delaware)
- The SABRE Group Sales (Borndorff), Ltd.
- SABRE Technology Enterprises, Ltd. (Cayman Islands)
- SABRE Technology Holdings B.V. (The Netherlands)
- SABRE Limited (New Zealand)

SABRE DECISION TECHNOLOGIES INTERNATIONAL, INC. SUBSIDIARY\*

SABRE Decision Technologies (Australia) Pty Ltd.

SABRE INTERNATIONAL, INC. SUBSIDIARIES\*

- SABRE Belgium (Belgium) (1991)
- SABRE Computer-Servicetechniques GmbH (Austria)
- SABRE Danmark ApS (Denmark)
- SABRE Deutschland Marketing GmbH (Germany)
- SABRE Deutschland Services GmbH (Germany)
- SABRE Espana Marketing, S.A. (Spain) (1991)
- SABRE Europe Management Services Ltd. (UK) (1991)
- SABRE France SAS (France)
- SABRE Hellas SA (Greece)
- SABRE Ireland Limited (Ireland)

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CONSOLIDATED FINANCIAL STATEMENTS

We consent to the incorporation by reference in the Registration Statements (Form S-8 Nos. 333-13917, 333-14509, and 333-13881) pertaining to the SABRD Group Holdings, Inc. 1995 Long-Term Incentive Plan, 1995 Directors Stock Incentive Plan, and the Employee Stock Purchase Plan, respectively, of our report dated January 19, 1998, except for Note 14, as to which the date is February 11, 1998, with respect to the consolidated financial statements of the SABRD Group Holdings, Inc. included in the Annual Report (Form 10-K) for the year ended December 31, 1997.

SABRD & YOUNG LLP

Dallas, Texas  
March 23, 1998

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UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, D.C. 20549

FORM 10-K

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

For fiscal year ended December 31, 1998.

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.  
Fort Worth, Texas

76155

(Address of principal executive offices)

(Zip Code)

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 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 (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.

(1) 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](http://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'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, 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.

FIN 3. LEGAL PROCEEDINGS

3000000 THE DEBITORS

In connection with the reorganization, the Company was the petitioner in a case in America in the following two civil proceedings concerning disputed royalty fees:

In 1992, America West Airlines, Inc. ("America West") began litigating against the Company regarding the use of certain software developed by the Company for America West's reservation system. In 1993, America West filed a lawsuit against America West in the District Court of Tarrant County, Texas, filed captioned "Petition to Enforce the Royalty Payment from American West." On April 13, 1997, the District Court granted the Company's motion for summary judgment in its favor. In addition, the court awarded the Company's motion for summary judgment on April 11, 1997, America West's motion for summary judgment on April 11, 1997, and a stipulation that preserved the rights in the lawsuit. In December 1998, the parties settled the remaining issues in the lawsuit.

In June 1998, America West filed, in the District Court of Tarrant County, Texas, a lawsuit against the Company for the recovery of certain royalties. The lawsuit alleged that the Company had breached a license agreement with America West. In addition, America West filed a motion for summary judgment in its favor. On August 14, 1998, the District Court granted America West's motion for summary judgment and granted the Company's motion for summary judgment. In January 1999, the Company filed additional motions seeking to dismiss the lawsuit. In the case, which involves interpretation of the provisions of the license agreement, the Company is the defendant.

3000000 DEBITORS

In January 2, 1999, Worldspan II ("Worldspan II"), the former provider of the Company's reservation system, filed a lawsuit against the Company in the District Court of Tarrant County, Texas. The lawsuit alleged that the Company had breached a license agreement with Worldspan II. In addition, Worldspan II filed a motion for summary judgment in its favor. On August 14, 1998, the District Court granted Worldspan II's motion for summary judgment and granted the Company's motion for summary judgment. In January 1999, the Company filed additional motions seeking to dismiss the lawsuit. In the case, which involves interpretation of the provisions of the license agreement, the Company is the defendant.

FIN 4. DISPOSITION OF RECEIVED IN A FORM OF SECURITIES

No balances were reported in a form of the Company's equity during the fiscal year ended December 31, 1998.

9607 12

FIN 5. MARKET FOR COMMON STOCK AND RELATED INVESTMENT MATTERS

The Company's Class A Common Stock is traded on the New York Stock Exchange (NYSE). The approximate volume of common shares of the Company's Class A Common Stock as of March 12, 1999 was 111,211 of the 107,174,292 shares of the Company's Class A Common Stock are owned by 200 and there is no public trading market for such shares.

The range of the high and low sales prices for the Company's Class A Common Stock in the New York Stock Exchange for the last four years fiscal year was:

	High	Low
Quarter Ended:		
March 31, 1999	21.50	20.00
June 30, 1998	22.00	21.00
September 30, 1998	21.25	20.50
December 31, 1998	21.00	20.00
Quarter Ended:		
March 31, 1999	21.50	20.00
June 30, 1998	22.00	21.00
September 30, 1998	21.25	20.50
December 31, 1998	21.00	20.00

No cash dividends on Class A Common Stock or Class B Common Stock were declared or paid during 1998 and 1997.

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DFNDT0005906

FIN 6. FINANCIAL COMPREHENSIVE FINANCIAL DATA

	YEAR ENDED DECEMBER 31,				
	1998	1997	1996	1995	1994
	(\$ IN MILLIONS)				
Net Revenue	2,056.4	2,198.4	2,209.3	1,573.9	1,408.0
Operating Income	3,986.2	2,715.0	4,200.9	4,125.2	4,652.2
Operating Expense	306.4	222.5	222.8	122.0	340.1
Other Income, net	79.8	17.8	226.0	114.1	65.0
Income before income taxes	375.2	412.3	603.3	894.3	322.1
Income taxes	139.5	112.7	148.1	346.3	129.9
Net Income	\$ 235.7	\$ 299.6	\$ 455.2	\$ 548.0	\$ 192.2
Foreign net income share	0	1.94	0	1.43	...
Income tax expense	0	1.94	0	1.43	...
Net Income	235.7	297.6	455.2	546.5	192.2
Operating Margin	19.3%	12.3%	18.3%	35.5%	13.6%
Operating Expense as % of Revenue	14.9%	10.1%	10.1%	7.7%	24.2%
Operating Margin as % of Revenue	9.4%	5.2%	7.2%	22.8%	9.4%
Operating Expense as % of Operating Income	7.6%	4.1%	4.1%	2.9%	7.3%
Operating Expense as % of Net Income	3.7%	3.7%	3.3%	6.1%	6.7%
Operating Expense as % of Total Revenue	14.9%	10.1%	10.1%	7.7%	24.2%
Operating Expense as % of Total Operating Income	18.3%	14.8%	14.8%	16.3%	15.5%
Operating Expense as % of Total Net Income	15.9%	12.3%	12.3%	11.1%	34.9%
Operating Expense as % of Total Revenue	14.9%	10.1%	10.1%	7.7%	24.2%
Operating Expense as % of Total Operating Income	18.3%	14.8%	14.8%	16.3%	15.5%
Operating Expense as % of Total Net Income	15.9%	12.3%	12.3%	11.1%	34.9%

12 The Company has discontinued operations with net assets and liabilities. The terms of any of the operations with net assets and liabilities were passed effective January 1, 1995 as a result of the plan for the reorganization. See Note 9 to the Consolidated Financial Statements.

13 The reorganization did not collect a business fee.

14 Include direct operating expenses plus administrative expenses incurred by other operating partners using the same system.

FIN 7. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

COMPARISON

During 1998 the Company generated approximately 50% of its revenue from electronic travel distribution services and approximately 50% of its revenue from information technology solutions services. The following table sets forth revenues by distribution and technology solutions as a percentage of total revenue:

	Year ended December 31,	
	1998	1997
Revenue by Distribution	50.5%	50.5%
Revenue by Technology Solutions	49.5%	49.5%
Total	100.0%	100.0%
Operating Margin	19.3%	12.3%
Operating Expense	14.9%	10.1%
Operating Margin as % of Revenue	9.4%	5.2%
Operating Expense as % of Revenue	14.9%	10.1%
Operating Margin as % of Operating Income	18.3%	14.8%
Operating Expense as % of Operating Income	18.3%	14.8%
Operating Margin as % of Net Income	15.9%	12.3%
Operating Expense as % of Net Income	15.9%	12.3%

Total revenues have grown at a compound annual growth rate of 12.6% per the three year period January 31, 1996. Revenues from distribution services have declined as a percentage of total revenues because of growth in the Company's electronic solutions. Revenues from technology solutions grew at a compound annual growth rate of 20.8% during the three year period January 31, 1996, to 21.7% as of January 31, 1999. The Company expects that the volume and proportion of revenues from technology solutions will continue to increase. Information technology solutions grew at a compound annual growth rate of 35.3% for the three year period January 31, 1996, to 25.5% as of January 31, 1999. Revenues from the Company's travel services grew at a compound annual rate of 10.1% over the three year period, to 10.1% as of January 31, 1999.

1998 operating expenses grew at a compound annual growth rate of 15.4% for the three year period January 31, 1996. The Company's primary operating expense is salaries, benefits and other employee related costs. Acquisition and maintenance, development costs and software licenses represented approximately 8.5%, 7.1% and 7.0% of total operating expenses in 1996, 1997 and 1998, respectively. Other operating costs as a percentage of total operating expenses were 10.1% for the three year period January 31, 1996, primarily due to the Company's travel services. The percentage of the Company's total 1999 operating expenses represented with the IT services segment and other operating expenses related to support growth in technology solutions, as a result, operating margin decreased from 20.2% in 1998 to 12.3% in 1998.

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Capital expenditures for 1998 are \$300 million and \$400 million, respectively. For 1999, capital expenditures include capital expenditures for property and equipment of \$500 million, including full utilization of accelerated depreciation which requires that, not to exceed the amount of the tax benefit, and the amount related to the Company's interest in the 2000 stock purchase.

The Company expects that the principal use of funds in the foreseeable future will be for capital expenditures, software program development, acquisitions and working capital. Capital expenditures will generally consist of purchases of equipment for the data centers, as well as computer equipment, software, hardware and maintenance to support all operating enterprise equipment primarily for system operations. The expansion of the subscriber base and 1999 has resulted capital expenditures. The Company has advanced capital expenditures of approximately \$25 million to date through the year 1998. The Company is also establishing the development of a new headquarters facility and the expansion of the data center facilities to support the Company's growth. The Company has issued \$200 million of 7 1/2% convertible preferred stock and \$100 million of 7 1/2% convertible preferred stock in addition to the Company's capital requirements.

The Company currently intends to obtain its financing to finance future growth and operations. The Company anticipates paying any cash dividends on the common stock in the foreseeable future. Any determination as to the payment of dividends will depend upon the future results of operations, capital requirements and financial condition of the Company and the ability to pay such dividends. The Company has no debt covenants or other restrictions, including any contractual or statutory restrictions on the Company's ability to pay dividends.

In 1997, the Company's Board of Directors authorized, subject to certain conditions and subject to certain conditions, the repurchase of up to 2.5 million shares of the Company's Class A Common Stock during 1997. The Company purchased approximately 1.4 million treasury shares at a cost of approximately \$45 million in March 1997. In 1998, the Company's Board of Directors authorized, subject to certain conditions and subject to certain conditions, the repurchase of up to an additional 1 million shares of the Company's Class A Common Stock.

On March 28, 1998, the Company's Board of Directors authorized a loan of \$100 million to Northern Telecom. The loan agreement was executed on March 31, 1998. The principal amount of the loan will be due June 30, 1999 and will bear interest at a rate equal to the Company's average cost of funds. The loan will be secured by a first lien on the Company's assets and will be repaid over a period of 36 months. The Company has the option to call the loan at any time. The Company has the option to extend the loan to the period of 60 months. The loan is structured as an additional loan based upon the Company's credit rating. The Company has the option to call the loan at any time. The Company has the option to extend the loan to the period of 60 months. The loan is structured as an additional loan based upon the Company's credit rating. The Company has the option to call the loan at any time. The Company has the option to extend the loan to the period of 60 months. The loan is structured as an additional loan based upon the Company's credit rating.

**DEBTORS OF ASSETS**

On February 21, 1999, Northern Telecom approximately \$1 billion of convertible preferred stock and common stock, consisting of \$500 million of convertible preferred stock and \$500 million of common stock, was issued to Northern Telecom. The amount of the convertible preferred stock was \$500 million and the amount of the common stock was \$500 million.

Upon completion of a private placement offering in July 1998, the Company issued \$100 million of convertible preferred stock and \$100 million of common stock. The amount of the convertible preferred stock was \$100 million and the amount of the common stock was \$100 million.

In connection with a secondary offering of common stock in January 1999, the Company issued approximately \$100 million of convertible preferred stock and \$100 million of common stock. The amount of the convertible preferred stock was \$100 million and the amount of the common stock was \$100 million.

**FINANCIAL POSITION**

The Company's financial position is summarized in the following table for the years ended December 31, 1998 and 1997. The Company's financial position is summarized in the following table for the years ended December 31, 1998 and 1997.

	1998	1997
Assets	\$1,200	\$1,000
Liabilities	\$800	\$700
Equity	\$400	\$300

**LIABILITIES**

The Company's liabilities are primarily composed of accounts payable, accrued expenses, deferred revenue, and other liabilities. The Company's liabilities are summarized in the following table for the years ended December 31, 1998 and 1997.

	1998	1997
Accounts payable	\$100	\$100
Accrued expenses	\$100	\$100
Deferred revenue	\$100	\$100
Other liabilities	\$100	\$100

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Accrued expenses	\$100	\$100
Deferred revenue	\$100	\$100
Other liabilities	\$100	\$100

The pro forma statement of income data in the table below is based upon the historical financial statements of the Company and assumes the management and the operating were continued in 1993. The pro forma information is presented for illustrative purposes only and is not a prediction of the actual results that will be achieved in such transactions and has been prepared on January 1, 1993, for as an illustrative statement of financial results of operations.

The pro forma statement of income data should be read in conjunction with the financial and operating statements and related notes thereto of the Company for the period ended December 31, 1992. The adjustments are based on the financial and operating statements and the operating results for the period ended December 31, 1992, which are presented in the accompanying notes to the consolidated financial statements. Amounts shown below are in thousands, with the exception of per share amounts.

	Year ended December 31,		
	1993	1992	1991
	(Actual)	(Actual)	(Audited)
<b>Revenues</b>			
Electronic Travel Services	\$ 2,155,798	\$ 2,055,150	\$ 2,104,889
Information Technology Solutions	381,396	524,521	524,521
Total revenues	2,537,194	2,579,671	2,629,410
<b>Operating Expenses</b>			
Cost of revenues			
Electronics Travel Distribution	91,202	201,221	164,132
Information Technology Solutions	84,212	495,230	162,167
Selling, general and administrative	842,708	172,321	162,618
Total operating expenses	1,618,122	1,868,772	1,488,917
Operating income	919,072	710,900	1,140,493
Other income (expense)			
Interest income	24,424	22,800	13,244
Interest expense	(4,521)	(4,232)	(4,232)
Other, net	44,541	9,702	15,370
Total other income (expense)	64,444	18,368	24,382
Income before provision for income taxes	983,516	729,268	1,164,875
Provision for income taxes	235,533	178,596	105,000
Net earnings	\$ 747,983	\$ 550,672	\$ 1,059,875
Per share earnings - basic and diluted	\$ 1.78	\$ 1.23	\$ 2.34
Per share earnings per common share, basic and diluted			
		\$ 1.23	\$ 2.34

**1993 OPERATING RESULTS AND FINANCIAL POSITION**

**OPERATING RESULTS.** Actual operating income decreased 15% from \$748 million for the year ended December 31, 1992, to \$650 million for the year ended December 31, 1993. The decrease was primarily due to a decrease in income from operations of \$120 million. The decrease in income from operations was due to a decrease in operating income primarily attributable to operational expansion in Europe and Latin America and an overall increase in the price per booking charged to associates.

**1992 OPERATING RESULTS AND FINANCIAL POSITION**

**OPERATING RESULTS.** Actual operating income decreased 22% from \$919 million for the year ended December 31, 1991, to \$711 million for the year ended December 31, 1992. The decrease was primarily due to a decrease in income from operations of \$208 million. The decrease in income from operations was due to a decrease in operating income primarily attributable to operational expansion in Europe and Latin America and an overall increase in the price per booking charged to associates.

**FINANCIAL POSITION**

**CASH AND CASH EQUIVALENTS.** Cash and cash equivalents increased \$10 million, or 10%, to \$100 million at December 31, 1993, from \$90 million at December 31, 1992. The increase was primarily due to a decrease in operating expenses of \$10 million and a decrease in interest expense of \$10 million.

**DEBT.** Total debt decreased \$10 million, or 10%, to \$90 million at December 31, 1993, from \$100 million at December 31, 1992. The decrease was primarily due to a decrease in operating expenses of \$10 million and a decrease in interest expense of \$10 million.

**SHAREHOLDERS' EQUITY.** Total shareholders' equity increased \$10 million, or 10%, to \$100 million at December 31, 1993, from \$90 million at December 31, 1992. The increase was primarily due to a decrease in operating expenses of \$10 million and a decrease in interest expense of \$10 million.

**OPERATING EXPENSES.** Operating expenses increased \$10 million, or 10%, to \$100 million for the year ended December 31, 1993, from \$90 million for the year ended December 31, 1992. The increase was primarily due to a decrease in operating expenses of \$10 million and a decrease in interest expense of \$10 million.

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**FINANCIAL POSITION**

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Consolidated Statements of Assets	28
Consolidated Statements of Cash Flows	29
Consolidated Statements of Stockholders' Equity	30
Notes to Consolidated Financial Statements	31

THE BOARD OF DIRECTORS AND MANAGEMENT OF THE SACCO GROUP HOLDINGS, INC.

We have audited the accompanying consolidated balance sheets of the SACCO Group Holdings, Inc. and subsidiary as of December 31, 2003 and 2002, and the related consolidated statements of assets, stockholders' equity and cash flows for each of the three years in the period ended December 31, 2003. Our audits also included the financial statement schedules listed under Item 14. These financial statements and schedules are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements and schedules based on our audits.

We conducted our audits in accordance with generally accepted auditing standards. These standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the consolidated financial statements referred to above present fairly, in all material aspects, the consolidated financial position of the SACCO Group Holdings, Inc. and subsidiary at December 31, 2003 and 2002, and the consolidated results of their operations and their cash flows for each of the three years in the period ended December 31, 2003, in accordance with generally accepted accounting principles. Also, in our opinion, the related financial statement schedules, when considered in relation to the basic financial statements taken as a whole, present fairly in all material aspects the information on each schedule.

ERNST & YOUNG LLP

Dallas, Texas  
January 28, 2004  
except for Item 14, as to which  
the date is March 10, 2004

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THE SACCO GROUP HOLDINGS, INC.  
CONSOLIDATED BALANCE SHEETS  
IN CENTS

	December 31,	
	2003	2002
<b>ASSETS</b>		
<b>CURRENT ASSETS</b>		
Cash	4,008	11,236
DEBT TOBACCO INVENTORY	56,775	521,620
Accounts receivable, net	309,701	418,426
Prepaid expenses and other assets	21,809	10,420
Deferred income taxes	25,550	55,588
Total current assets	337,843	1,017,290
<b>PROPERTY AND EQUIPMENT</b>		
Buildings and leasehold improvements	754,439	721,207
Office, computer and equipment	85,466	95,700
Leasehold improvements	309,953	306,700
Computer equipment	489,839	495,587
Less accumulated depreciation and amortization	(1,337,764)	(1,368,434)
Total property and equipment	601,933	550,760
<b>DEFERRED INCOME TAXES</b>	245,442	4,138
Other assets, net	288,594	96,912
<b>TOTAL ASSETS</b>	\$ 1,204,812	\$ 1,669,058
<b>LIABILITIES AND STOCKHOLDERS' EQUITY</b>		
<b>CURRENT LIABILITIES</b>		
Accounts payable	159,544	96,062
Accounts payable and related liabilities	94,148	69,424
Other current liabilities	239,606	365,150
Total current liabilities	493,300	530,636
Deferred income taxes	22,305	25,334
Debt and other noncurrent liabilities	105,273	20,354
Other non-current	132,742	22,238
Deferred proceeds to IPO	347,492	217,473
Contingencies and other liabilities		
<b>STOCKHOLDERS' EQUITY</b>		
Authorized shares: 50,000,000 shares authorized; 20,000,000 shares issued and outstanding		
Class A: 20,000,000 shares authorized; 20,000,000 shares issued and outstanding	200	200
Class B: 30,000,000 shares authorized; 27,174 shares authorized; 27,174 shares issued and outstanding	1,079	1,074
Additional paid-in capital	995,087	102,250
Retained earnings	309,600	654,094
Less treasury stock at cost: 1,245 shares and 72 shares, respectively	(4,450)	(4,042)
Total stockholders' equity	1,201,316	967,556
<b>TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY</b>	\$ 1,204,812	\$ 1,669,058

The accompanying notes are an integral part of these financial statements.

THE SACCO GROUP HOLDINGS, INC.  
CONSOLIDATED STATEMENTS OF CASH FLOWS  
IN CENTS

	Year ended December 31,		
	2003	2002	2001
<b>OPERATING ACTIVITIES</b>			
Net income	\$ 1,304,745	\$ 1,206,182	\$ 1,344,881
Adjustments to reconcile net income to net change in cash:			
Depreciation and amortization	281,743	281,274	278,585
Change in accounts receivable	(107,892)	(107,892)	(107,892)
Change in accounts payable	107,892	107,892	107,892
Change in prepaid expenses and other assets	(10,420)	(10,420)	(10,420)
Change in deferred income taxes	(30,038)	(30,038)	(30,038)
Change in other assets	(10,420)	(10,420)	(10,420)
Net change in cash	1,445,410	1,347,608	1,472,596
<b>FINANCING ACTIVITIES</b>			
Proceeds from IPO	1,000,000	1,000,000	1,000,000
Proceeds from debt	100,000	100,000	100,000
Proceeds from other financing	345,410	347,608	372,596
Net change in cash	1,445,410	1,347,608	1,472,596
<b>NON-CASH ACTIVITIES</b>			
Debt forgiveness	\$ 210,941	\$ 100,000	\$ 100,000
Share repurchase	\$ 100,000	\$ 100,000	\$ 100,000

The accompanying notes are an integral part of these financial statements.

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	1996	1995	1994
<b>OPERATING ACTIVITIES</b>			
Net earnings	5 223,507	2 755,350	3 854,574
Adjustment to reconcile net earnings to cash provided by operating activities			
Depreciation and amortization	247,732	183,270	265,984
Deferred losses taxes	11,422	21,325	22,360
Gain	(3,740)	6,272	6,875
Change in operating assets and liabilities			
Accounts receivable	(10,427)	(46,641)	(57,027)
Prepaid expenses	278,240	5,784	(7,277)
Other assets	2,493	(565)	33,428
Accounts payable and accrued liabilities	24,225	18,245	23,993
Accounts payable and other services liabilities	33,223	43,258	75,556
Payable from and payable to affiliates	(16,780)	(24,383)	27,469
Deferred and other noncurrent liabilities	15,422	12,122	1,375
Other liabilities	3,304	(1,243)	4,831
Cash provided by operating activities	458,479	452,492	442,021
<b>INVESTING ACTIVITIES</b>			
Acquisitions of property and equipment	(220,032)	(215,251)	(254,261)
Net increase (decrease) in short-term investments	43,253	(244,718)	(148,476)
Net investment in joint ventures	(214,202)	(250)	(1,508)
Other investing activities, net	144,427	(42,828)	22,794
Payments on investment payable to AVE	(9,422)	41,221	23,021
Cash used for investing activities	(459,826)	(499,427)	(559,280)
<b>FINANCING ACTIVITIES</b>			
Proceeds from issuance of common stock	1,118	573	669,580
Proceeds from exercise of stock options	3,422	863	545
Amortization of treasury stock	(63,222)	(1,263)	---
Other financing activities, net	13,152	---	---
Payments on investment payable to AVE	---	---	(162,717)
Cash provided by (used for) financing activities	(45,530)	(312)	57,120
<b>DECREASE IN CASH AND CASH EQUIVALENTS</b>	<b>(1,287)</b>	<b>(1,906)</b>	<b>(14,963)</b>
<b>CASH AND CASH EQUIVALENTS AT END OF THE PERIOD</b>	<b>9 8,008</b>	<b>9 11,244</b>	<b>9 26,392</b>
<b>SUPPLEMENTAL CASH FLOW INFORMATION</b>			
Cash payments for affiliates for income taxes	9 241,764	2 371,455	2 154,912
Cash payments for activities for insurance	9 10,421	8 24,823	4 24,860

The accompanying notes are an integral part of these financial statements.

	Class A Common Stock	Class B Common Stock	Additional Paid-in Capital	Deferred Compensation	Accumulated Deficit	Retained Earnings	Total Equity
Balance at January 1, 1996	\$ 8,008	\$ 8,008	\$ 2,008	\$ 2,008	\$ (14,963)	\$ 14,963	\$ 22,066
Net earnings less noncontrolling interest						458,479	458,479
Amortization of the Company's contribution to the Company						(63,222)	(63,222)
Class A Common Stock	1,118	---	---	---	---	---	1,118
Class B Common Stock	---	3,422	---	---	---	---	3,422
Additional Paid-in Capital	---	---	1,118	---	---	---	1,118
Deferred Compensation	---	---	---	1,118	---	---	1,118
Accumulated Deficit	---	---	---	---	1,118	---	1,118
Retained Earnings	---	---	---	---	---	458,479	458,479
Total Equity	\$ 10,126	\$ 3,422	\$ 1,118	\$ 1,118	\$ (14,963)	\$ 458,479	\$ 469,132
Balance at December 31, 1996	\$ 8,788	\$ 11,244	\$ 3,126	\$ 3,126	\$ (16,871)	\$ 469,957	\$ 499,620
Balance at January 1, 1997	43,253	1,118	22,865	22,865	---	---	90,061
Net earnings less noncontrolling interest	---	---	---	---	---	452,492	452,492
Amortization of the Company's contribution to the Company	---	---	---	---	---	(63,222)	(63,222)
Class A Common Stock	1,118	---	---	---	---	---	1,118
Class B Common Stock	---	3,422	---	---	---	---	3,422
Additional Paid-in Capital	---	---	1,118	---	---	---	1,118
Deferred Compensation	---	---	---	1,118	---	---	1,118
Accumulated Deficit	---	---	---	---	1,118	---	1,118
Retained Earnings	---	---	---	---	---	452,492	452,492
Total Equity	\$ 44,371	\$ 14,842	\$ 23,983	\$ 23,983	\$ (16,871)	\$ 469,957	\$ 519,283
Balance at December 31, 1997	\$ 45,530	\$ 18,164	\$ 25,101	\$ 25,101	\$ (18,779)	\$ 484,179	\$ 529,288
Balance at January 1, 1998	63,222	1,118	33,773	33,773	---	---	131,886
Net earnings less noncontrolling interest	---	---	---	---	---	442,492	442,492
Amortization of the Company's contribution to the Company	---	---	---	---	---	(63,222)	(63,222)
Class A Common Stock	1,118	---	---	---	---	---	1,118
Class B Common Stock	---	3,422	---	---	---	---	3,422
Additional Paid-in Capital	---	---	1,118	---	---	---	1,118
Deferred Compensation	---	---	---	1,118	---	---	1,118
Accumulated Deficit	---	---	---	---	1,118	---	1,118
Retained Earnings	---	---	---	---	---	442,492	442,492
Total Equity	\$ 64,338	\$ 21,842	\$ 34,891	\$ 34,891	\$ (18,779)	\$ 484,179	\$ 533,521

The accompanying notes are an integral part of these financial statements.

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"DO STATE CORP FINANCIALS, 1997,  
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS"

1. ORGANIZATION AND BUSINESS OPERATIONS

The State Corp Financials, Inc. is a holding company. Its sole direct subsidiary is the State Corp, Inc., which operates the corporation's sole business unit. In the latter part of the 1980s, the State Corp was reorganized as a subsidiary of the corporation. The State Corp was formed by ABC to acquire an operating unit of the State Corp, Inc. The operating unit of the State Corp, Inc. is the State Corp, Inc., which is a holding company. Its sole direct subsidiary is the State Corp, Inc., which operates the corporation's sole business unit. In the latter part of the 1980s, the State Corp was reorganized as a subsidiary of the corporation. The State Corp was formed by ABC to acquire an operating unit of the State Corp, Inc. The operating unit of the State Corp, Inc. is the State Corp, Inc., which is a holding company. Its sole direct subsidiary is the State Corp, Inc., which operates the corporation's sole business unit.

"DO STATE CORP FINANCIALS, 1997,  
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)"

PROPERTY AND EQUIPMENT

The property and equipment consists of the following:

Property and equipment	\$ 1,118
Accumulated depreciation	(63,222)
Net property and equipment	\$ (62,104)

PROPERTY AND EQUIPMENT - The property and equipment consists of the following:

Property and equipment	\$ 1,118
Accumulated depreciation	(63,222)
Net property and equipment	\$ (62,104)

DEFERRED COMPENSATION - The Company accounts for deferred compensation plans using the accrual method. An accrual method requires that the compensation expense be recognized in the period in which the services are rendered. The Company uses the accrual method of accounting for deferred compensation. The Company uses the accrual method of accounting for deferred compensation. The Company uses the accrual method of accounting for deferred compensation.

ADVERTISING EXPENSE - The Company expenses advertising costs as incurred. Advertising costs expensed in 1997, 1996 and 1995, respectively, were \$10 million, \$10 million and \$10 million. Advertising costs expensed in 1996, 1995 and 1994, respectively, were \$10 million, \$10 million and \$10 million.

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WHEREAS - The articles comprising the Charter are included in the consolidated federal return for 1955, filed on July 1, 1956, under the name of a tax sharing agreement, the Company will use an amount equal to the federal tax portion available at 15% on Company and stockholder income.

The Company and each entered into a tax sharing agreement effective July 1, 1956 (the "Tax Sharing Agreement"), which provides for the allocation of the liability for paying the tax portion of the Company as included in the consolidated federal return and local taxes for returns filed for 1956. The Tax Sharing Agreement generally requires the Company to pay 100% of the amount of federal, state and local taxes which the Company would have paid had it been a partner in the 100% consolidated tax group for the period when the shareholders are liable. The Company is jointly and severally liable for the federal income tax of 100% and the other expenses included in the consolidated return for as long as the Company is in effect in the 100% consolidated group. After tax apportionment to identify the Company for any liability for taxes reported or required to be reported in a consolidated return arising from operations of subsidiaries of 100% other than the Company.

Except for certain items specified in the Tax Sharing Agreement, the Company retains any possible tax benefits, carryforwards, and credits obligated to pay all taxes attributable to periods before the incorporation. The Tax Sharing Agreement also grants the Company certain limited participation rights in any disputes with tax authorities.

The Company computes the provision for deferred income taxes using the liability method so if it were a separate taxpayer under the liability method, deferred income tax assets and liabilities are established based on differences between financial reporting and income tax basis of assets and liabilities and are measured using the enacted tax rate and laws. The measurement of deferred tax assets is adjusted by a valuation allowance, if necessary, to recognize the amount of deferred tax assets that are more likely than not to be realized. The future tax benefits were likely to be realized as of December 31, 1958 and 1959, so valuation allowance was unnecessary.

RESEARCH AND DEVELOPMENT COSTS - All costs in the research and development process which are capitalized or otherwise not expensed are expensed as incurred and 100% of the amount of the cost is deductible. Since technological feasibility has been established, such costs are capitalized until the product is ready for sale. The Company defines technological feasibility as the completion of a plan for the development of the product. As of December 31, 1958, approximately 10% of research and development costs were capitalized. Technological feasibility is achieved upon completion of all planning, designing, building and testing activities that are necessary to establish that a product can be produced according to the design specifications. The Company maintains capitalized development costs until the design is ready for sale. The estimated economic life of the software, research and development costs incurred prior to establishment of technological feasibility approximates 200 million for 1958 and 150 million for 1959. Value of 1958, 1959, and 1960 research and development costs were 100, 150, and 150 million, respectively.

OPERATIONS OF QUARTZITE - The Company's operations are primarily located in the United States, Canada and Latin America, and are conducted in the same industry. Approximately 50%, 50% and 50% of revenues in 1958, 1959 and 1960, respectively, were derived from American and other subsidiaries of the Company. Approximately 10% of revenues in 1958 were derived from the United States. The Company generally does not report revenue of subsidiaries from its operations as a subsidiary of the Company. The Company maintains an allowance for losses of approximately \$1 million and \$1 million as of December 31, 1958 and 1959, respectively, based upon the amount of revenue receivable reported to date.

USE OF ESTIMATES - The preparation of these financial statements is inherently with necessarily accepted accounting principles requires that management must exercise certain estimates and assumptions made in management. Actual results could differ from these estimates and assumptions.

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STOCK OPTIONS AND WARRANTS - The Company accounts for stock awards and options (including awards of 100,000 and 200,000 shares) issued to employees prior to the incorporation as restricted stock. Accounting Standards Board Opinion No. 15, ACCOUNTING FOR STOCK OPTIONS AND WARRANTS, requires the Company to recognize the stock option award at the time of grant. The price is set at above the fair market value of the underlying stock at the time of grant. Compensation expense relating to stock options awarded is recognized over the period during which the options become exercisable to the Company necessary to earn the award.

CONVERSION OF COMMON STOCK - On January 1, 1958, the Company adopted a plan providing for the conversion of 100,000 shares of common stock into 100,000 shares of common stock. The conversion of common stock into common stock is based on the number of shares of common stock outstanding at the time of conversion. The conversion of common stock into common stock is based on the number of shares of common stock outstanding at the time of conversion. The conversion of common stock into common stock is based on the number of shares of common stock outstanding at the time of conversion.

BASED ON PER SHARE VALUE - The earnings per share data for 1958 is calculated on a basis of 100,000 shares based on the conversion and the effect of the conversion. The earnings per share data for 1959 is calculated on a basis of 100,000 shares based on the conversion and the effect of the conversion.

STOCK OPTION PLAN - The Company accounts for stock awards and options (including awards of 100,000 and 200,000 shares) issued to employees prior to the incorporation as restricted stock. Accounting Standards Board Opinion No. 15, ACCOUNTING FOR STOCK OPTIONS AND WARRANTS, requires the Company to recognize the stock option award at the time of grant. The price is set at above the fair market value of the underlying stock at the time of grant. Compensation expense relating to stock options awarded is recognized over the period during which the options become exercisable to the Company necessary to earn the award.

FINANCIAL STATEMENTS - The carrying value of the Company's financial statements is based on the carrying value of the Company's financial statements. The carrying value of the Company's financial statements is based on the carrying value of the Company's financial statements.

AS OF DECEMBER 31, 1958, the carrying value of the Company's financial statements is based on the carrying value of the Company's financial statements. The carrying value of the Company's financial statements is based on the carrying value of the Company's financial statements.

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Effective January 1, 1958, the Company will be required to adopt the provisions of 100% of the consolidated federal return for 1958, filed on July 1, 1956, under the name of a tax sharing agreement, the Company will use an amount equal to the federal tax portion available at 15% on Company and stockholder income.

SHAREHOLDERS' INVESTMENTS - All of the shares are classified as available-for-sale in accordance with Statement of Financial Accounting Standards No. 115, ACCOUNTING FOR CERTAIN INVESTMENT SECURITIES, and reported at fair value based on market quotes. Not classified gains and losses, net of deferred taxes, are reflected as an adjustment of shareholders' equity.

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5. INCOME TAXES

The provision benefits for income taxes are as follows (in thousands):

	Year Ended December 31,		
	1998	1999	2000
Current provision:			
Federal income taxes	\$ 120,828	\$ 126,208	\$ 122,774
State taxes	7,379	7,627	12,880
Change	17,887	6,879	2,764
Total current	146,102	140,514	148,418
Deferred provision:			
Federal income taxes	(7,188)	(22,344)	(23,494)
State taxes	6,388	12,408	114
Total deferred	(8,800)	(9,936)	(33,380)
Total provision for income taxes	\$ 137,302	\$ 130,578	\$ 115,038

The provision for income taxes differs from amounts computed at the statutory federal income tax rate as follows (in thousands):

	Year Ended December 31,		
	1998	1999	2000
Provision income tax provision	\$ 137,302	\$ 130,578	\$ 115,038
State income taxes, net of federal credit	3,132	3,602	11,870
Foreign tax credit	112	110	262
Other, net	142	310	69
Total provision for income taxes	\$ 140,798	\$ 134,600	\$ 127,839

The components of the Company's deferred tax assets and liabilities as of December 31, 1998 and 1999 are as follows (in thousands):

	1998	1999
Deferred tax assets:		
Amounts receivable	\$ 10,002	\$ 14,400
Depreciation benefits other than production	30,875	44,204
Deferred income	8,455	14,716
Research and development	14,856	24,127
State net operating loss carryforwards	586	513
Other	159	4,258
Total deferred tax assets	65,933	102,618
Deferred tax liabilities:		
Depreciation and amortization	(92,702)	(96,840)
Other	(10,042)	(8,950)
Total deferred tax liabilities	(102,744)	(105,790)
Net deferred tax asset	\$ 36,189	\$ 3,828

DFNDT0005941

Current deferred income tax asset	\$ 26,796	\$ 27,095
Recurrent estimated income tax liability	(26,568)	(22,384)
Net deferred tax asset	\$ 22,950	\$ 4,711

6. TRANSACTIONS AND CONTINGENCIES

Certain service contracts with significant maintenance contracts include fee provisions that allow collection when other provisions are not met. Various amounts of additional equipment and other services from the Company are to cost to the subscribers. The Company recognizes liabilities for these contracts as the services are provided. The applicable maintenance fees. The service contracts are passed on to the subscribers and some billing fees generated over the life of the contract will exceed the cost of the equipment and other services. Deferred subscription incomes of \$1,948 and \$1,937 were approximately \$1,948 and \$1,937, respectively.

In July 1, 1998 the Company entered into an operating lease agreement with AT&T for certain facilities and the Company will incur obligations under certain leases to the Company. In October 1998 the Company entered into an operating lease agreement with AT&T for the lease of other facilities. In December 19, 1998, the Service Wireless Lease entered into an operating lease agreement with AT&T with value other operating lease agreements with AT&T in the form of the lease for facilities, equipment and software licenses were as follows (in thousands):

Year ending December 31,	Facilities	Equipment	Software
1998	\$ 1,282	\$ 46,428	
1999	901	48,064	
2000	445	28,458	
2001	318	25,124	
Indefinite	85	72,783	

Annual expense, including facilities related fees associated, was approximately \$45 million, \$38 million, and \$42 million for the years ended December 31, 1998, 1999 and 2000, respectively.

In January 1999, the Company sold data network equipment to an unrelated party for approximately \$11 million. The Company recognized a deferred gain of approximately \$1 million on the transaction. The Company then entered into an agreement to lease back the equipment from the unrelated party. The agreement has a term of 60 months. However, the Company has the option, at its discretion, to terminate the agreement as of December 31, 1999. Annual lease payments of approximately \$11 million are included in the schedule above. Under the agreement, the Company may lease additional equipment at rates specified in the agreement.

The Company is involved in certain litigation matters in the normal course of business. Although the ultimate resolution of these matters cannot be reasonably predicted at this time, management does not believe that they will have a material adverse effect on the financial condition or results of operations of the Company.

7. CAPITAL STOCK

The authorized capital stock of the Company consists of 100,000,000 shares of Class A Common Stock, par value \$0.01 per share, 200,000,000 shares of Class B Common Stock, par value \$0.01 per share, and 20,000,000 shares of preferred stock, par value \$0.01 per share. As of December 31, 1998, no shares of preferred stock have been issued.

The holders of Class A Common Stock and Class B Common Stock generally have identical rights, except that the holders of Class A Common Stock are entitled to one vote per share while the holders of Class B Common Stock are entitled to 10 votes per share on all matters to be voted on by shareholders. Holders of shares of Class A Common Stock and Class B Common Stock are not entitled to cumulative their votes in the election of directors. Generally, all matters to be voted on by shareholders must be approved by a majority of the total number of shares of Class A Common Stock and Class B Common Stock present in person or represented by proxy, voting together as a single class, except to any matters which are not subject to any preemptive rights. Except as otherwise provided by law, and subject to any preemptive rights which may be exercised by any non-voting preferred stock, ownership in the Company's certificate of incorporation may be approved by a majority of the combined voting power of all Class A Common Stock and Class B Common Stock voting together as a single class. However, amendments to the Company's certificate of incorporation that would alter or change the powers, preferences or special rights of the Class A Common Stock or the Class B Common Stock do not take effect unless they are approved by a majority of the total number of shares of the Class A Common Stock and Class B Common Stock entitled to be voted by the holders of the shares affected by the amendment, voting as a separate class, notwithstanding the foregoing, any amendments to the Company's certificate of incorporation to increase the number of shares of any class or to increase the amount, authorization or issuance of any securities convertible into, or exercisable or exchangeable for, shares of any class shall not be approved by the affirmative vote of the holders of a majority of the common stock, voting together as a single class.

Effective as of the filing date of this report, the holders of the Class A Common Stock and Class B Common Stock are entitled to elect a majority of the Board of Directors. The Class A Common Stock and Class B Common Stock are entitled to elect a majority of the Board of Directors, subject to any preemptive rights of any convertible preferred stock.

Holders of Class A Common Stock and Class B Common Stock will share in an equal amount of stock in any dividend declared by the Board of Directors, subject to any preemptive rights of any convertible preferred stock.

Except as provided below, the shares of Class B Common Stock transferred to a person other than AT&T or any of its subsidiaries on the Class B Common Stock may, upon liquidation, be converted into Class A Common Stock. The conversion of Class B Common Stock into Class A Common Stock may be exercised by the holder of the Class B Common Stock at any time, or at the discretion of the Board of Directors, if the holder of the Class B Common Stock has not exercised its conversion rights. The conversion of Class B Common Stock into Class A Common Stock may be exercised by the holder of the Class B Common Stock at any time, or at the discretion of the Board of Directors, if the holder of the Class B Common Stock has not exercised its conversion rights. The conversion of Class B Common Stock into Class A Common Stock may be exercised by the holder of the Class B Common Stock at any time, or at the discretion of the Board of Directors, if the holder of the Class B Common Stock has not exercised its conversion rights. The conversion of Class B Common Stock into Class A Common Stock may be exercised by the holder of the Class B Common Stock at any time, or at the discretion of the Board of Directors, if the holder of the Class B Common Stock has not exercised its conversion rights.

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The Black-Scholes option valuation model was developed for use in valuing the fair value of traded options which have an exercise period, option and are fully transferable. In addition, option valuation models require the input of highly subjective assumptions including the expected stock price volatility. Because the Company's employee stock options have characteristics significantly different from those of traded options, and because changes in the subjective input assumptions can materially affect the fair value estimate, the Company's employee stock options are not considered to be traded options. In addition, because the Company's stock price is not publicly traded, the Company's employee stock options are not considered to be traded options. In addition, because the Company's stock price is not publicly traded, the Company's employee stock options are not considered to be traded options. In addition, because the Company's stock price is not publicly traded, the Company's employee stock options are not considered to be traded options.

For purposes of the fair value determination, the weighted fair value of the options and unvested shares is presented in the following table for the periods indicated. The Company's per share information is as follows in thousands, except per share amounts:

	Year Ended December 31,		
	1998	1997	1996
Per earnings per reported	\$ 111,842	\$ 199,802	\$ 186,074
Per share	2,236,574	2,198,494	2,198,494
Dividend per common share, as reported	0 1.00	0 1.00	0 1.00
Dividend per common share, per share	0 1.00	0 1.00	0 1.00
Dividend	0 2.75	0 1.50	0 3.48

13. WARRANTS FOR SHARES

The following table sets forth the computation of basic and diluted earnings per common share in thousands, except per share amounts:

	Year Ended December 31,		
	1998	1997	1996
Income:			
Income before minority interest and preferred dividends	223,931	215,823	246,474
Minority interest	(200)	-	-
Income before minority interest and preferred dividends - adjusted for earnings	223,731	215,823	246,474
Weighted average common shares outstanding	101,866	102,912	102,912
Income per common share - basic	2.20	2.10	2.40
Income per common share - diluted	2.15	2.05	2.35

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Options to purchase approximately 3,490,000 and 3,440,000 weighted average shares of common stock were outstanding during 1998 and 1997, respectively. The weighted average fair value of the options is \$1.00 per share. The weighted average fair value of the options is \$1.00 per share. The weighted average fair value of the options is \$1.00 per share. The weighted average fair value of the options is \$1.00 per share.

14. RELATED PARTIES

Effective January 1, 1998, the Company adopted Statement of Financial Accounting Standards No. 14, "Related Party Disclosures" for all transactions and relationships between the Company and related parties. The Company has adopted this standard for all periods presented in this financial statements.

The Company has two related parties, identified as related parties and information technology solutions. The information technology solutions company provides information technology services including software development and consulting, hardware procurement and computer-related information technology consulting to the Company and other companies. Additionally, the Company's information technology solutions company provides information technology services including software development and consulting, hardware procurement and computer-related information technology consulting to the Company and other companies.

The accounting policies of the related parties are the same as those described in the summary of significant accounting policies. The Company's accounting policies are the same as those described in the summary of significant accounting policies. The Company's accounting policies are the same as those described in the summary of significant accounting policies.

Related and related parties for the Company include the related party and professional fees and other corporate charges are allocated to the Company through a management fee based primarily on usage. Information systems, including database services, maintenance services, and other services are allocated to the Company through a facility fee based on usage. The related parties are not allocated to the Company's financial statements, including balance sheet, income statement, and cash flow statement. The related parties are not allocated to the Company's financial statements, including balance sheet, income statement, and cash flow statement.

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Per share	2,236,574	2,198,494	2,198,494
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15. WARRANTS FOR SHARES

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	Year Ended December 31,		
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A reconciliation of the totals reported for the operating segments to the applicable line items in the consolidated financial statements is as follows (in thousands):

	Year Ended December 31,		
	1998	1997	1996
<b>OPERATING SEGMENTS</b>			
Total operating income (a) reportable segments	\$ 267,402	\$ 107,179	\$ 117,702
Net corporate expenses	2,893	2,893	(2,893)
Total consolidated operating income	\$ 270,295	\$ 110,072	\$ 114,809
<b>ASSETS</b>			
Total assets for reportable segments	\$ 2,119,793	\$ 669,870	\$ 698,329
Unallocated assets:			
Cash and short-term investments	337,329	104,272	464,337
Corporate headquarters and other	476,876	461,608	496,727
Total consolidated assets	\$ 2,934,000	\$ 1,235,750	\$ 1,660,393
<b>Other significant items</b>			
Depreciation and amortization for reportable segments	\$ 229,499	\$ 167,203	\$ 156,322
Other depreciation and amortization	20,213	47,271	6,942
Total depreciation and amortization	\$ 249,712	\$ 214,474	\$ 163,264
<b>Capital expenditures for reportable segments</b>			
Total capital expenditures	\$ 235,814	\$ 126,359	\$ 165,370
Other capital expenditures	19,217	61,678	16,432
Total capital expenditures	\$ 255,031	\$ 188,037	\$ 181,802

The Company's revenues and long-lived assets by geographic region are summarized below in thousands. Revenues are allocated to countries based on the location of the customer.

	Year Ended December 31,		
	1998	1997	1996
<b>REVENUES BY GEOGRAPHIC REGION</b>			
United States	\$ 1,722,133	\$ 1,499,000	\$ 1,558,094
Foreign	551,132	492,857	\$19,184
Total	\$ 2,273,265	\$ 1,991,857	\$ 1,577,278
<b>LONG-LIVED ASSETS BY GEOGRAPHIC REGION</b>			
United States	\$ 759,374	\$ 522,263	\$ 541,163
Foreign	147,446	74,407	61,969
Total	\$ 906,820	\$ 596,670	\$ 603,132

Revenues from US clients during 1998 were approximately 212 million which

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7. QUARTERLY FINANCIAL PERFORMANCE (UNAUDITED)

The following is a summary of the unaudited quarterly financial information for the years ended December 31, 1998 and 1997 (in thousands except per share data):

	First Quarter	Second Quarter	Third Quarter	Fourth Quarter
<b>1998</b>				
Revenues	\$ 554,344	\$ 578,804	\$ 604,344	\$ 571,399
Operating income	118,830	102,287	20,883	29,259
Net earnings	72,555	68,523	71,403	25,258
Earnings per common share:				
Basic	\$ .29	\$ .27	\$ .28	\$ .10
Diluted	\$ .28	\$ .26	\$ .27	\$ .09
<b>1997</b>				
Revenues	\$ 446,170	\$ 446,914	\$ 437,454	\$ 441,811
Operating income	108,107	29,837	82,988	22,050
Net earnings	66,725	18,236	26,133	19,333
Earnings per common share:				
Basic and diluted	\$ .26	\$ .08	\$ .10	\$ .08

The travel industry is seasonal in nature. Bookings and other bookings fees changed the use of the travel system, differences significantly with year to the fourth quarter, primarily in 1998.

During the third quarter of 1998, the Company recorded income of approximately \$3 million due to a one-time gain from a favorable court judgment relating to Microsoft Corporation, an indirect subsidiary of the Company.

During the fourth quarter of 1998, the Company recorded nonrecurring expense of approximately \$5 million related to option grants to 500 employees under the Information Technology Services Agreement due to changes in the market price of the Company's stock. Additionally, a reduction was recorded in a reserve for obsolete equipment at travel agency locations of approximately \$2 million.

During the third quarter of 1997, the Company recorded a loss of approximately \$3 million related to the write-off of a specialized software development project that was intended to create a new order entry and billing system.

4. DISPOSITIONS

At December 31, 1998, American owned approximately 4.1 million depository certificates representing beneficial ownership of common stock of American Technology Company related to ATCO. Approximately 1.7 million of these depository certificates were held by American for the benefit of the Company.

In connection with a secondary offering of ATCO stock, in February 1998 American liquidated approximately 227,000 depository certificates. Approximately 490,000 of ATCO's new common stock, representing approximately 28% of the Company's interest in December 31, 1998, were liquidated for the Company's benefit. The Company received proceeds of approximately \$55 million from the liquidation, resulting in a gain of approximately \$25 million.

represents approximately 16% of the Company's consolidated revenues. Revenue from American and other subsidiaries of ATCO were approximately \$78 million which represents approximately 23% of the Company's consolidated revenues.

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FIN 4. FINANCIAL STATEMENTS AND DISCLOSURES OF ACCOUNTING AND FINANCIAL INFORMATION

None

None

FIN 5. FINANCIAL STATEMENTS AND DISCLOSURES OF ACCOUNTING AND FINANCIAL INFORMATION

Information herein by reference to the information set forth under the heading "Officers and Directors" and "Executive Officers" in the Company's definitive proxy statement for the annual meeting of stockholders to be held on May 15, 1999.

FINANCIAL STATEMENTS AND DISCLOSURES

The financial statements of the Company, each position and year as of December 31, 1998 are as follows:

- Michael J. Berman..... Director, Executive and Chief Executive Officer since July 1996; President of The Sabco Group Division of ANS from 1990 to 1994; Senior Vice President and Chief Financial Officer of American Airlines from 1984 to 1990; Vice President and Treasurer of American Airlines in 1989; Age 45.
- Richard J. Berman..... Senior Vice President and Executive Vice President - Sabco Technology Services since July 1997; Senior Vice President - Sabco Group Services from June 1995 to July 1997; Senior Vice President for American Express Travel Global Services from June 1994 to 1996; Senior Vice President for Visa International from 1989 to 1994; and Vice President for United Airlines/Worldwings from 1982 to 1984; Age 42.
- Thomas H. Cook..... Senior Vice President and President - Sabco Technology Services since June 1997; President - Sabco Technical Services, a division of The Sabco Group, from 1994 to 1996; Executive - American Airlines division, Techology from 1989 to 1994; Age 58.
- Jeffrey M. Jackson..... Senior Vice President, Chief Financial Officer and Treasurer since August 1998; Vice President and Controller for American Airlines from January 1996 to August 1998; Vice President and Treasurer for American Airlines from 1990 to 1995; Age 42.
- Thomas J. Jones..... Senior Vice President - Sabco Technology and Global Information Services since July 1997; Senior Vice President - Sabco Technology Services since July 1995; Senior Vice President - Sabco Technology Services from August 1994 to August 1995; Assistant Vice President - Sabco Technology Services from August 1993 to August 1994; and Assistant Vice President - Sabco Technology Services from August 1993 to August 1994; Age 42.
- Eric S. Roman..... Senior Vice President - Sabco Group Information Services since April 1997; Vice President - Sabco Group from August 1995 to March 1997; Vice President - Marketing of Sabco Group Information Services from October 1994 to August 1995; Age 42.
- Andrew H. Swadlow..... Senior Vice President, General Counsel and Corporate Secretary since October 1996; Executive General Counsel for American from 1994 to 1996; Senior Attorney for American from 1994 to 1996; Age 45.

All officers have the authority of the Board of Directors.

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FIN 6. FINANCIAL STATEMENTS AND DISCLOSURES OF ACCOUNTING AND FINANCIAL INFORMATION

Information herein by reference to the information set forth under the heading "Officers and Directors" in the Company's definitive proxy statement for the annual meeting of stockholders to be held on May 15, 1999.

FIN 7. FINANCIAL STATEMENTS AND DISCLOSURES OF ACCOUNTING AND FINANCIAL INFORMATION

Information herein by reference to the information set forth under the heading "Officers and Directors" in the Company's definitive proxy statement for the annual meeting of stockholders to be held on May 15, 1999.

FIN 8. FINANCIAL STATEMENTS AND DISCLOSURES OF ACCOUNTING AND FINANCIAL INFORMATION

Information herein by reference to the information set forth under the heading "Officers and Directors" in the Company's definitive proxy statement for the annual meeting of stockholders to be held on May 15, 1999.

None

FIN 9. FINANCIAL STATEMENTS AND DISCLOSURES OF ACCOUNTING AND FINANCIAL INFORMATION

The financial statements listed in the accompanying index to financial statements and the schedules are filed as part of this report.

The schedules listed in the accompanying index to financial statements and schedules are filed as part of this report.

Exhibits required to be filed by Item 61 of Regulation S-K.

EXHIBIT INDEX

EXHIBIT NUMBER	DESCRIPTION OF EXHIBIT
2.1	Selected Provisions of Incorporation of Registrant.
2.2	Selected Provisions of Amended Articles of Incorporation.
3.1	Selected Provisions of Sabco Group, Inc. and American Airlines, Inc. (1)
4.1	Registration Rights Agreement between Registrant and ANS Corporation.
4.2	Registration Rights Agreement between Sabco Group, Inc. and American Airlines, Inc. (2)
10.1	Registration Rights Agreement between Registrant and ANS Corporation, dated as of July 2, 1998.
10.2	Registration Rights Agreement between Sabco Group, Inc. and American Airlines, Inc., dated as of July 2, 1998.
10.3	Registration Rights Agreement between Sabco Group, Inc. and American Airlines, Inc., dated as of July 2, 1998.
10.4	Registration Rights Agreement between Sabco Group, Inc. and American Airlines, Inc., dated as of July 2, 1998.
10.5	Registration Rights Agreement between Sabco Group, Inc. and American Airlines, Inc., dated as of July 2, 1998.
10.6	Registration Rights Agreement between Sabco Group, Inc. and American Airlines, Inc., dated as of July 2, 1998.
10.7	Registration Rights Agreement between Sabco Group, Inc. and American Airlines, Inc., dated as of July 2, 1998.
10.8	Registration Rights Agreement between Sabco Group, Inc. and American Airlines, Inc., dated as of July 2, 1998.
10.9	Registration Rights Agreement between Sabco Group, Inc. and American Airlines, Inc., dated as of July 2, 1998.
10.10	Registration Rights Agreement between Sabco Group, Inc. and American Airlines, Inc., dated as of July 2, 1998.
10.11	Registration Rights Agreement between Sabco Group, Inc. and American Airlines, Inc., dated as of July 2, 1998.
10.12	Registration Rights Agreement between Sabco Group, Inc. and American Airlines, Inc., dated as of July 2, 1998.

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EXHIBIT NUMBER

DESCRIPTION OF EXHIBIT

10.13	Registration Rights Agreement between Sabco Group, Inc. and American Airlines, Inc., dated as of July 2, 1998.
10.14	Registration Rights Agreement between Sabco Group, Inc. and American Airlines, Inc., dated as of July 2, 1998.
10.15	Registration Rights Agreement between Sabco Group, Inc. and American Airlines, Inc., dated as of July 2, 1998.
10.16	Registration Rights Agreement between Sabco Group, Inc. and American Airlines, Inc., dated as of July 2, 1998.
10.17	Registration Rights Agreement between Sabco Group, Inc. and American Airlines, Inc., dated as of July 2, 1998.
10.18	Registration Rights Agreement between Sabco Group, Inc. and American Airlines, Inc., dated as of July 2, 1998.
10.19	Registration Rights Agreement between Sabco Group, Inc. and American Airlines, Inc., dated as of July 2, 1998.
10.20	Registration Rights Agreement between Sabco Group, Inc. and American Airlines, Inc., dated as of July 2, 1998.
10.21	Registration Rights Agreement between Sabco Group, Inc. and American Airlines, Inc., dated as of July 2, 1998.
10.22	Registration Rights Agreement between Sabco Group, Inc. and American Airlines, Inc., dated as of July 2, 1998.
10.23	Registration Rights Agreement between Sabco Group, Inc. and American Airlines, Inc., dated as of July 2, 1998.
10.24	Registration Rights Agreement between Sabco Group, Inc. and American Airlines, Inc., dated as of July 2, 1998.
10.25	Registration Rights Agreement between Sabco Group, Inc. and American Airlines, Inc., dated as of July 2, 1998.
10.26	Registration Rights Agreement between Sabco Group, Inc. and American Airlines, Inc., dated as of July 2, 1998.
10.27	Registration Rights Agreement between Sabco Group, Inc. and American Airlines, Inc., dated as of July 2, 1998.
10.28	Registration Rights Agreement between Sabco Group, Inc. and American Airlines, Inc., dated as of July 2, 1998.
10.29	Registration Rights Agreement between Sabco Group, Inc. and American Airlines, Inc., dated as of July 2, 1998.
10.30	Registration Rights Agreement between Sabco Group, Inc. and American Airlines, Inc., dated as of July 2, 1998.
10.31	Registration Rights Agreement between Sabco Group, Inc. and American Airlines, Inc., dated as of July 2, 1998.
10.32	Registration Rights Agreement between Sabco Group, Inc. and American Airlines, Inc., dated as of July 2, 1998.
10.33	Registration Rights Agreement between Sabco Group, Inc. and American Airlines, Inc., dated as of July 2, 1998.
10.34	Registration Rights Agreement between Sabco Group, Inc. and American Airlines, Inc., dated as of July 2, 1998.
10.35	Registration Rights Agreement between Sabco Group, Inc. and American Airlines, Inc., dated as of July 2, 1998.
10.36	Registration Rights Agreement between Sabco Group, Inc. and American Airlines, Inc., dated as of July 2, 1998.
10.37	Registration Rights Agreement between Sabco Group, Inc. and American Airlines, Inc., dated as of July 2, 1998.

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EXHIBIT NUMBER

DESCRIPTION OF EXHIBIT

10.38	Registration Rights Agreement between Sabco Group, Inc. and American Airlines, Inc., dated as of July 2, 1998.
10.39	Registration Rights Agreement between Sabco Group, Inc. and American Airlines, Inc., dated as of July 2, 1998.
10.40	Registration Rights Agreement between Sabco Group, Inc. and American Airlines, Inc., dated as of July 2, 1998.
10.41	Registration Rights Agreement between Sabco Group, Inc. and American Airlines, Inc., dated as of July 2, 1998.
10.42	Registration Rights Agreement between Sabco Group, Inc. and American Airlines, Inc., dated as of July 2, 1998.
10.43	Registration Rights Agreement between Sabco Group, Inc. and American Airlines, Inc., dated as of July 2, 1998.
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10.61	Registration Rights Agreement between Sabco Group, Inc. and American Airlines, Inc., dated as of July 2, 1998.
10.62	Registration Rights Agreement between Sabco Group, Inc. and American Airlines, Inc., dated as of July 2, 1998.

Information on Form S-K

None.

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CONSOLIDATED FINANCIAL STATEMENTS

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Consolidated Statements of Shareholders' Equity for the Years Ended December 31, 1998, 1997 and 1996	30
Notes to Consolidated Financial Statements	31
Schedule II - Valuation and Qualifying Accounts for the Years Ended December 31, 1998, 1997, and 1996	42

All other schedules are omitted because the required information is included in the financial statements or notes thereto, or because the required information is either not present or not present in sufficient measure.

THE SABB GROUP HOLDINGS, INC.  
 CONSOLIDATED FINANCIAL STATEMENTS  
 FOR THE YEARS ENDED DECEMBER 31, 1998,  
 1997 AND 1996

	1998 A	1998 B	1998 C	1998 D	1998 E	1998 F
	ASSETS					
	CURRENT ASSETS		NON-CURRENT ASSETS			
	CASH AND EQUIVALENTS	RECEIVABLES AND OTHER CURRENT ASSETS	PROPERTY AND EQUIPMENT	INVESTMENTS	DEFERRED CHARGES	OTHER ASSETS
YEAR ENDED DECEMBER 31, 1998						
Allowance for uncollectible accounts during the measurement periods	\$ 8,955	\$ 10,345	\$ 2,460	\$ 16,701	\$ 15,465	\$ 15,465
Accounts receivable	25,542	2,625	---	---	---	25,542
YEAR ENDED DECEMBER 31, 1997						
Allowance for uncollectible accounts during the measurement periods	4,596	7,625	---	---	---	4,596
Accounts receivable	1,227	11,722	---	---	---	12,949
YEAR ENDED DECEMBER 31, 1996						
Allowance for uncollectible accounts during the measurement periods	4,242	4,022	---	---	---	4,242
Accounts receivable	6,282	---	---	---	---	6,282
YEAR ENDED DECEMBER 31, 1998						
Allowance for uncollectible accounts during the measurement periods	\$ 4,422	\$ 8,061	\$ 2,728	\$ 16,731	\$ 4,994	\$ 4,994
Accounts receivable	25,542	---	---	---	---	25,542
Accounts receivable	2,118	665	4,221	(411)	---	6,593

(1) Amount charges against receivables.

(2) Includes value added for uncollectible amounts and payments to associates.

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STATEMENTS

In witness whereof, the undersigned, as of the date of the execution hereof, have hereunto set their hands and seals at the City of New York, New York, on the 12th day of July, 1998.

THE SABB GROUP HOLDINGS, INC.

By: Michael J. Durbin  
 Director, Chief Executive Officer and Director  
 (Principal Executive Officer)

By: Jeffrey M. Zuckerman  
 Jeffrey M. Zuckerman, Chief Financial Officer  
 and Treasurer  
 (Principal Financial and Accounting Officer)

Date: March 12, 1999

IN WITNESS WHEREOF, the undersigned, as of the date of the execution hereof, have hereunto set their hands and seals at the City of New York, New York, on the 12th day of July, 1998.

By: Donald J. Carty  
 Donald J. Carty

By: Dee J. Kelly  
 Dee J. Kelly

By: Brian J. Arp  
 Brian J. Arp

By: Glenn W. Marchant, Jr.  
 Glenn W. Marchant, Jr.

By: Anne S. McNamee  
 Anne S. McNamee

By: Bob D. Martin  
 Bob D. Martin

By: Edward A. Brennan  
 Edward A. Brennan

By: Richard W. Thomas  
 Richard W. Thomas

By: Paul C. Myer, Jr.  
 Paul C. Myer, Jr.

Date: March 12, 1999

THIS AGREEMENT HAS CONFIDENTIAL PORTIONS OMITTED, WHICH PORTIONS HAVE BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION. OMITTED PORTIONS ARE INDICATED IN THIS AGREEMENT BY "TEXT OMITTED - CONFIDENTIAL TREATMENT REQUESTED."

EXECUTION COPY

REVISING AGREEMENT

between:

AMP COMPS, INC.

and

THE SABB GROUP, INC.

Effective as of July 1, 1998

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SERVICES AGREEMENT

THIS SERVICES AGREEMENT, effective as of July 1, 1996 (the "Agreement") between AMR CORP., INC., a Delaware corporation ("Customer") and THE SASSE GROUP, INC., a Delaware corporation ("TSG").

W I T N E S S E T H :  
WHEREAS, TSG is engaged in the business of providing certain management and information processing services, including, but not limited to, systems development services, systems integration services, management of telecommunications systems, computer operation services, facilities management services, hardware and software maintenance services and related systems and services; and

WHEREAS, Customer and TSG desire to enter into a services agreement pursuant to which TSG shall provide to Customer the services described in this Agreement, on the terms and subject to the conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing and the covenants and agreements set forth herein, the parties hereto hereby agree as follows:

ARTICLE I  
DEFINITIONS

1.1 DEFINITIONS. All defined terms used in this Agreement shall have the meanings set forth in Schedule 1.1. Schedule 1.1 also sets forth various interpretive matters for this Agreement.

1.2 SCHEDULES. When this Agreement refers to a Schedule, such Schedule is deemed incorporated herein by reference for all purposes. All Schedules, as agreed to on or after the Effective Date, shall be deemed incorporated herein upon the complete execution thereof.

ARTICLE II  
TERM

2.1 TERM. Unless earlier terminated as provided herein, the term of this Agreement (the "TERM") shall commence on the Effective Date and shall end on the Expiration Date.

2.2 EXTENSIONS OF THE TERM. The Term shall be automatically extended for successive (1) YEAR CONTINUING - CONFIDENTIAL IMPROVEMENT REQUESTED periods after the Expiration Date, unless either party gives written notice of its intent not to renew the agreement at least one hundred ninety (190) days prior to the date on which the term or the then-current renewal period (as applicable) expires. Notwithstanding the above, if Customer and TSG become disaffiliated, either party shall have the option, in its sole and absolute discretion, at any time six (6) months following the disaffiliation, to terminate this Agreement by giving six (6) months

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prior written notice to the other party; provided, however, that prior to the expiration date TSG may not terminate (except for reasons pursuant to Section 30.1) Services provided hereunder to the extent such Services are required for Customer to continue support of American Airlines, Inc.

ARTICLE III  
SERVICES

3.1 SERVICES. Subject to the terms and conditions of this Agreement, TSG shall perform the Services described in Schedule 3.1 for Customer.

3.2 CHANGES TO SCOPE OF SERVICES. In the event that Customer wishes to request modifications in the Services, including modifications, deletions and rearrangements thereof, Customer shall submit such requests to TSG in writing. TSG will endeavor to within sixty (60) days for such shorter time as is reasonably practicable from receipt of Customer's written request for any such modification, determine the feasibility of such requests and provide Customer with a good faith estimate of the costs, if any, to Customer of such modifications. Upon mutual written agreement of the Parties, TSG shall be responsible for implementing modification requests and Customer shall pay the agreed charges. If any TSG will not be required to make any such modifications prior to the mutual execution of any such written agreement, and will continue to provide Services to Customer on the same basis as TSG did prior to Customer's request until such a written agreement is mutually executed.

3.3 MANAGEMENT OF TSG RESOURCES.

TSG shall have the right to manage all TSG resources used in providing the Services.

ARTICLE IV  
AUTHORIZATION OF NEW SERVICES;  
RELATED DOCUMENTS

4.1 PROCEDURES. Any and all New Services shall be authorized and directed as set forth below:

(a) Customer may deliver to TSG one or more New Service Requests. After receipt of a New Service Request, TSG shall prepare and deliver to Customer a proposal in response thereto as promptly as reasonably practicable. If TSG plans to charge Customer for preparation of any such proposal, it will so inform Customer in writing together with an estimate of the charges for preparation of the proposal. If TSG's estimate is accepted by Customer in writing, TSG shall then promptly commence preparation of the proposal. TSG may also prepare, on TSG's own initiative, and not in response to a New Service Request, New Service proposals for Customer's review; provided that TSG will not charge Customer for any fee or expense related to the preparation of such proposals, except upon the written consent of Customer.

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(b) After receipt of a new service proposal, Customer shall notify TSG in writing whether Customer desires to proceed at Customer's sole discretion with the work as specified therein or upon some modified basis.

(c) Upon Customer's acceptance of the terms of any New Service proposal, Customer and TSG shall execute a supplement to this Agreement reflecting mutually agreed terms and conditions (a "SERVICES SUPPLEMENT"), all of which shall be incorporated in this agreement by reference. After execution of any Services Supplement, TSG shall proceed with the work specified therein upon the terms and conditions set forth therein and in this Agreement.

4.2 NEW SERVICES. Customer will allow TSG the same rights and opportunities to bid on any New Services (NOT OFFERED - CONFIDENTIAL TREATMENT REQUESTION) as it provides to any other prospective provider of such New Services. If TSG chooses to bid on the New Services, Customer shall award such New Services to TSG if TSG's bid is as favorable, in Customer's reasonable discretion, to Customer (in terms of cost, terms, functionality and time to market) as the best bid Customer receives.

4.3 EXPIRATION ASSISTANCE BY TSG. For a period of no more than one hundred and twenty (120) days before the expiration date or termination of any of the Services pursuant to Sections 2.1 or 30.1 (each period referred to as the "EXPIRATION TRANSITION PERIOD"), TSG will provide to Customer or its designee any and all expiration assistance reasonably requested by Customer to facilitate the orderly transfer of responsibility for the applicable Services to Customer or its designee. If no assistance requires TSG to utilize resources or incur expenses in addition to those already utilized in the performance of the Services, it shall so inform Customer in writing and indicate any supplemental charges to Customer for such resources.

If accepted by Customer in writing, TSG will provide such incremental services and Customer will pay TSG for such incremental assistance on a time and materials basis at TSG's then-current rates for the Services performed hereunder and reimburse TSG for all additional expenses incurred by TSG in the performance of the expiration assistance. Prior to providing any of the foregoing expiration assistance to a Customer designee, TSG shall be entitled to receive from such designee, in form and substance reasonably acceptable to TSG, assurances that (i) such designee will maintain at all times the confidentiality of any TSG proprietary information, software or materials disclosed or provided to, or learned by, such designee in connection therewith, (ii) such designee will use such information, software or materials exclusively for purposes for which Customer is authorized to use such information, software or materials pursuant to this Agreement, and (iii) all fees and incremental charges due hereunder will be timely paid. Upon Customer's request, TSG shall provide consultation services for at least sixty (60) days after expiration of any Expiration Transition Period, to be charged by TSG at TSG's then-current published standard rates for similar services.

ARTICLE V  
SERVICE LOCATIONS

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The charges set forth in this Agreement are based on the assumption that Services will continue to be provided by TSG to Customer at Customer's operations and service locations in existence as of July 1, 1996 as identified in Schedule 5.1 (the "SERVICE LOCATIONS"). Nothing in this Agreement shall prevent Customer from changing, consolidating, eliminating or adding after July 1, 1996 any Service locations, provided Customer will endeavor to provide TSG with at least one hundred and twenty (120) days prior written notice before any such change, consolidation, elimination or addition. If any such change, consolidation, elimination or addition causes no more than a de minimis increase in costs to TSG in the continuing performance of the Services, then there will be no adjustment in the charges hereunder. If, on the other hand, any such change, consolidation, elimination or addition causes more than a de minimis increase in costs to TSG in the continuing performance of the Services, TSG will promptly provide Customer with a good faith estimate of the timing, costs and expenses of making such change, consolidation, elimination or addition. TSG will make such change, consolidation, elimination or addition upon Customer's written approval of such estimate.

ARTICLE VI  
INTEGRITY SWAY

6.1 TSG SUBCONTRACTORS. TSG may utilize subcontractors during the Term, subject to TSG remaining primarily liable for the performance of the Services and such subcontractors agreeing in writing to maintaining the confidentiality of Customer Data in accordance with Section 14.1. TSG will manage and monitor the performance of any such subcontractors.

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 dismiss, replace or reassign at any time, any member of the project staff hereunder.

6.3 INFORMATION SERVICES CONTRACT MANAGER. Customer shall appoint a contract coordinator to implement this Agreement (the "INFORMATION SERVICES CONTRACT MANAGER" or "ISCM"). The ISCM's responsibilities shall be to (a) serve as primary point of contact for TSG, (b) be responsible for the implementation, management and enforcement of the agreement on behalf of Customer, and (c) supervise performance of Customer's obligations under the Agreement. Customer will notify TSG in writing of its appointment of an ISCM and his/her successor.

ARTICLE VII  
CUSTOMER OBLIGATIONS

7.1 SERVICES AND OTHER OBLIGATIONS. During the Term, Customer will provide TSG with all necessary and reasonable resources, information, direction and other assistance, as may be requested by TSG from time to time, in connection with the Services. TSG's nonperformance of its obligations hereunder will be excused to the extent caused by Customer's failure to timely provide such necessary and reasonable resources, information, direction and other assistance.

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7.2 CUSTOMER FACILITIES AND RELATED SERVICES. During the Term, for Services performed by TSG on-site at Customer's facilities, Customer shall provide to TSG, at no cost to TSG, such access to and use of adequate space and facilities required for performance of the Services (collectively, the "CUSTOMER FACILITIES SPACE") for as long as and to the extent that the Customer Facilities Space is reasonably required by TSG to effectively perform the Services. Customer will also provide, at Customer's expense, all utilities, required internal cabling and electrical installations for 180 at the Customer Facilities Space and any Service location in which the Services will be performed. Customer will provide TSG with legal and physical access to Customer's Facilities Space twenty-four (24) hours a day, seven (7) days a week, for purposes of performing the Services. Customer represents to TSG that all facilities provided by Customer under this Agreement are and shall remain free of health and safety hazards. In all cases when TSG uses space and related utilities and services in any Customer Facilities Space, TSG shall comply with the customary and reasonable policies governing access to and use of the facilities in effect from time to time, provided, however, that such policies shall not discriminate with respect to TSG or its employees, agents or contractors.

7.3 CUSTOMER VERBALE OF PASS-THROUGH OF SERVICES. Neither Customer nor its Affiliates may request or otherwise provide any of the Services provided hereunder by TSG to any Person other than a Subsidiary of Customer, without the prior written consent of TSG.

7.4 INSURANCE. During the Term, Customer shall procure and maintain with insurers of recognized financial responsibility, Comprehensive General Liability and Aviation Insurance coverages, including contractual liability coverage pertaining to the indemnification obligations of Customer under Article VIII of this Agreement, with limits of not less than FIFTY MILLION DOLLARS (CONSEQUENTIAL DAMAGES EXCLUDED), combined single limit per occurrence. If Customer and TSG are not Affiliates, Customer shall annually provide TSG with evidence of such coverage with the following special provisions:

1. The insurer(s) shall accept and insure Customer's indemnification and hold harmless requirements pursuant to Article VIII of this Agreement.
2. Each of the TSG Indemnified Parties shall be included as an additional insured, to the extent of the Customer's indemnification and hold harmless obligations hereunder.
3. The insurer(s) shall waive any rights of subrogation they may or could have against any of the TSG Indemnified Parties, to the extent of the Customer's indemnification and hold harmless obligations hereunder.
4. Such policy(ies) shall be primary, without right of contribution from any insurance carried by TSG, to the extent of Customer's indemnification and hold harmless obligations hereunder.
5. Such insurance (i) shall not be invalidated with respect to any of the TSG Indemnified Parties by any action or inaction of Customer, and (ii) shall insure each of the TSG Indemnified Parties regardless of any breach or violation of such policy by Customer.

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upon TSG's request. The Customer Owned Software will be available to TSG in a form and on media compatible with the equipment TSG is then operating on Customer's behalf, together with appropriate documentation and other materials and will be provided in a timely manner when required by TSG in the performance of the Services.

ARTICLE X  
FEES AND CHARGES

10.1 FEE AND CHARGES. For each month during the Term, Customer shall pay TSG the Fees shown in Schedule 10.1, as may be adjusted as provided in Section 10.2. Except as otherwise agreed by the Parties in writing, Customer shall only be required to pay for Services described in Schedule 10.1 and provided by TSG pursuant to the Fees Schedule shown in Schedule 10.1.

10.2 ADJUSTMENT TO CHARGES. FROM CUSTOMER - CONFIDENTIAL (REDACTED) REQUESTED.

10.3 NEW SERVICES FEES. Unless otherwise agreed in writing by Customer and TSG, in consideration of TSG's provision of new Services, for each month during the Term, Customer shall pay to TSG the appropriate fees hereinafter using the uniform contract rates shown in Schedule 10.1, or the same may be adjusted pursuant to Section 10.2.

10.4 OTHER AMOUNTS PAYABLE. In addition to the Fees set forth above, TSG may also charge Customer for other amounts expressly payable to TSG under this Agreement. In addition, Customer shall retain responsibility for Fees through Fees as otherwise specified in this Agreement.

10.5 OUT OF POCKET EXPENSES. For any Service which is provided by TSG personnel away from their principal location of business at Customer's request, Customer will pay or reimburse TSG for actual travel and incidental expenses incurred by TSG personnel in connection with the performance of the Services hereunder; provided that such expenses are incurred in a manner consistent with TSG's own standard travel expense policies applicable to its own employees.

ARTICLE XI  
PAYMENT SCHEDULE

11.1 INVOICING. TSG will submit an invoice to Customer for all Services provided hereunder on a monthly basis, containing a summary and detail of the relevant information to substantiate the Fees and charges. Invoices shall be sent to Customer at 42nd Street (NYC), NY 10036, AT-Attention, Rooms 7535, Attn: Accounts Payable, or to such other address as Customer may

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6. Such insurance policy(ies) may not be canceled or materially changed without at least thirty (30) days prior written notice to TSG.

ARTICLE VIII  
CUSTOMER RETAINED RESOURCES

8.1 ONGOING CUSTOMER RESOURCES. During the Term Customer will provide to TSG, at no cost to TSG, access to and use of all of the Equipment necessary for performance of the Services. Customer shall be responsible for all on-going costs and expenses relating to the Equipment, including, without limitation, the insurance, maintenance and taxes. TSG will from time to time provide its recommendations for (i) additions to the Equipment for improvement of the Services, and (ii) replacements of the Equipment for the maintenance of the Services at its existing levels. If Customer determines that replacements of the Equipment are not needed or declines to participate in the acquisition thereof to a degree unacceptable to TSG, TSG shall nevertheless be relieved of any Service obligations under this Agreement for the affected Services, to the extent the failure to acquire replacements of the Equipment adversely affects TSG's ability to properly perform the Services.

8.2 PAYMENT RESPONSIBILITY FOR CUSTOMER RETAINED MATTERS.

Customer shall be responsible for all amounts due to Third Parties with respect to the Equipment and other resources described in Section 8.1 and the Customer Third-Party Agreements and for any related charges (including late fees, interest, taxes and legal expenses); provided that TSG shall be responsible for any such charges (including late fees, interest, and legal expenses) payable primarily due to TSG's non-performance or mis-performance (unless as may be covered pursuant to Article XXV with respect to such Equipment and Customer Third-Party Agreements. TSG shall also be responsible for any act, omission, delay or default by vendors or other third parties in the course of performance of any Customer Third-Party Agreement.

ARTICLE IX  
SOFTWARE NEEDED FOR SERVICES

9.1 CUSTOMER OWNED SOFTWARE. Customer hereby represents and warrants it will obtain any licenses, consents, approvals or authorizations from Third Parties necessary for TSG to legally and physically access and use any Customer Owned Software necessary to perform the Services, and will provide written evidence of such consents to TSG upon TSG's request. Customer shall pay all costs and expenses associated with the Customer Owned Software, including all required license, installation, maintenance and upgrade fees. The Customer Owned Software will be made available to TSG in a form and on media compatible with the Equipment TSG is then operating on Customer's behalf, together with appropriate documentation and other materials.

9.2 CUSTOMER OWNED SOFTWARE. Customer will provide TSG with object code and source code for the Customer Owned Software, if any, necessary for TSG to perform the Services, together with any consents, approvals, or authorizations from Third Parties necessary for TSG to legally and physically access and use the Customer Owned Software, in both object code and source code form, for purpose of providing the Services, and will provide written evidence of such consents to TSG.

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advise in writing from time to time. All Fees, expenses and other amounts payable or creditable by either Party to the other under this agreement shall be paid or credited, respectively, in United States Dollars.

11.2 TIME OF PAYMENT. All fees due TSG under this Agreement will be due and payable within thirty (30) days after receipt by Customer of an invoice from TSG.

11.3 DISPUTED INVOICES. If Customer in good faith reasonably disputes or invoices for any amount hereunder, the following shall apply:

(a) If the disputed invoice is greater than or equal to the prior month's invoice, Customer shall pay TSG all undisputed amounts, but in no event less than ninety percent (90%) of the prior month's payment.

(b) If the disputed invoice is less than the prior month's payment, Customer shall pay TSG all undisputed amounts, but in no event less than ninety percent (90%) of the disputed invoice; therefore, in such event and irrespective of the amount in dispute, Customer may not in respect to the disputed invoice withhold payment of any amount in excess of ten percent (10%).

(c) In no event shall a Party's adherence to the provisions of this Section 11.3 be construed as constituting a waiver by either Party of any claim against the other Party.

(d) All disputed amounts shall be resolved in accordance with the Dispute Resolution process set forth in Article XXIII hereof.

11.4 LATE CHARGES. Following the period when TSG and Customer are no longer Affiliates, any sum due TSG hereunder that is not paid when due shall bear interest from the date due until paid at a rate of interest equal to ten percentage points (10%) per annum above the prime rate announced from time to time by the principal New York office of Citibank, N.A., but in no event to exceed the maximum rate of interest allowed by applicable law. Notwithstanding the above, interest shall not accrue on any past due sum during the period such sum has been reasonably disputed by Customer.

ARTICLE XII  
TAXES

12.1 ALLOCATION OF RESPONSIBILITY FOR CERTAIN TAXES. Customer shall be responsible for (and shall indemnify TSG for) national, federal, state and local sales, use, excise, value added, withholding, registration fees, stamp taxes and imposition and machine duty taxes or similar taxes (including penalty and interest imposed on TSG arising from this Agreement, excluding taxes imposed based on TSG's net income and any additional tax imposed on TSG as a result of any reimbursement under this provision). All payments hereunder by Customer to TSG shall be made free and clear of and without deduction for any present or future taxes, levies, imposts, deductions, charges or withholdings, and all liabilities with respect thereto. If Customer shall be required by law to deduct any such amount

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time or in respect of any sum payable hereunder, the sum payable shall be increased as may be necessary so that after making all required deductions TSG receives an amount equal to the sum it would have received had no such deductions been made.

12.2 PROPERTY TAXES. Each of TSG and Customer is responsible for the reporting and payment of any ad valorem taxes due on property owned by it or leased by it from a third party.

12.3 TAX CLAIMS. If TSG receives notice from any taxing authority with respect to an assessment or potential assessment or imposition of any tax or other amount that this Customer would be responsible for paying pursuant to Section 12.1 above, TSG shall promptly notify the Customer in writing of such notice, and shall, subject to Customer's reasonable direction, consent or denial, file a protest or contest or compromise such proposed tax at Customer's expense. Subject to the reasonable discretion of the Customer, Customer may request TSG to apply, at Customer's expense, for a refund of taxes otherwise subject to indemnification under Section 12.1. In the event of pursuing such a claim, TSG may assign its rights to the indemnifying party.

12.4 COOPERATION. Each Party shall cooperate as the other Party may reasonably request in maintaining taxes incurred by the other Party in connection with this Agreement; provided, however, that a cooperating Party shall not be required to take any step that would be materially disadvantageous to its business or operations or would require it to incur material additional costs unless the requesting Party agrees to reimburse the cooperating Party for the incremental out-of-pocket costs. In the case of either Party, such cooperation shall include, without limitation, maintaining records as reasonably necessary for tax purposes, making such records available to the other Party for permitting the other party to copy, at its expense, such records; and making information in its possession and employees with technical expertise available as reasonably necessary in connection with the preparation of any tax returns or any audit or tax contest or refund claim.

ARTICLE XIII  
PROPRIETARY RIGHTS AND LICENSING

13.1 TSG PROPRIETARY INFORMATION. TSG retains all rights, title and interest in and to any and all TSG Software and documentation, software development tools, know-how, methodologies, processes, techniques or algorithms used in providing the Services that are trade secrets or proprietary information of TSG or its Affiliates (other than Customer) or otherwise owned or licensed by TSG or its Affiliates (other than Customer).

13.2 CUSTOMER DATA. Information relating to Customer obtained in Customer's data files ("CUSTOMER 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 sole purpose of performing the Services. Upon expiration or termination of this Agreement, the Customer Data shall, at Customer's written

request and discretion, either be erased from the data files maintained by TSG or, within thirty (30) days from Customer's written request and expense, returned to Customer in ISO's then existing machine-readable format and media.

13.3 LICENSE TO TSG SOFTWARE. Having the Term, TSG grants to Customer a limited, non-exclusive and non-transferable right and license to use the TSG Software in object code form only, strictly in accordance with the terms of this Agreement. The rights hereby granted are limited to Customer's use of the TSG Software to the extent necessary to access and utilize the Services in connection with Customer's internal operations and no other use. Customer shall not: (i) make any modifications or alterations to the TSG Software; or (ii) reverse engineer, disassemble, compile, reverse compile or decompile the TSG Software. If any Third Party Software incorporated in TSG Software is licensed to Customer on a stand-alone basis or is otherwise provided in connection with the Services provided hereunder, and TSG must pay a royalty or license fee to the licensor of such Third Party Software in order to make such Third Party Software available to Customer, Customer will repay such amount to TSG upon demand. If TSG must pay any Third Party a royalty or license fee for sublicensing or distributing or otherwise granting access to or use of any such TSG Software to Customer, then Customer will also reimburse TSG the amount of any such royalty or license fee. Customer will notify TSG in writing of any proposed change in Control of Customer as soon as practicable but in no event less than thirty (30) days in advance of such change in Control. TSG will use reasonable efforts to advise Customer within such thirty (30) day period of any royalty or license fees that will become due and payable to the licensor or distributor of any Third Party Software arising out of the change in Control. Customer shall have the option to terminate that portion of the Services which require the payment of excessive additional royalty or license fees; provided, however, that such election must occur prior to the actual change in Control.

13.4 SUBLICENSING. Customer shall not transfer or sublicense the TSG Software or any component hereof to any person, whether by operation of law or otherwise, without the prior written consent of TSG.

ARTICLE XIV  
CONFIDENTIALITY

14.1 CONFIDENTIAL INFORMATION. As of the Effective Date, and except as otherwise provided in this Agreement, TSG and Customer each agree that all information communicated to it by the other, including, without limitation, the terms of this Agreement, which the recipient party knows or has reason to know is the confidential or proprietary information of the disclosing party ("CONFIDENTIAL INFORMATION") will be received in strict confidence, will be used only for purposes of this Agreement, and will not be disclosed by the recipient party, its agents, subcontractors or employees without the prior written consent of the other Party. TSG and Customer each agree to use the same means it uses to protect its own confidential information, but in any event not less than reasonable means, to prevent the disclosure of the Confidential Information to outside parties. However, neither TSG nor Customer shall be prevented from disclosing information which belongs to

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such Party or is (a) already known by the recipient party without an obligation of confidentiality; (b) publicly known or becomes publicly known through no unauthorized act of the recipient party; (c) rightfully received from a third party without an obligation of confidentiality; (d) independently developed without use of the other party's Confidential Information; (e) approved by the other Party for disclosure; or (f) required to be disclosed pursuant to a requirement of a governmental agency or law, if the disclosing Party provides the other Party with notice of this requirement prior to disclosure. Notwithstanding the foregoing, Customer shall be entitled to disclose the terms of this Agreement to any potential purchaser of all or substantially all of the stock or assets of Customer; provided, that any such potential purchaser undertakes to treat the Confidential Information as confidential with use and disclosure restrictions at least as strict as those in this Section 14.1.

14.2 GENERAL KNOWLEDGE. Either Party may enhance its generalized knowledge and experience during the Term and may already possess or hereafter obtain concepts, data, discoveries, ideas, information, inventions, know-how, knowledge, methodologies, processes, products, skills, techniques and/or other work product, whether or not patentable, that are generally similar to Confidential Information it may receive under this Agreement. This Agreement shall not be interpreted as limiting either Party's rights to develop, disclose, display, market, obtain, own, publish, provide, release, sell, transfer and/or use, in any manner whatsoever, any such generalized knowledge and experience and/or any such concepts; provided, however, that the Parties shall in all events comply with Section 14.1. Further, each Party shall be free to use the ideas, concepts or know-how it develops in connection with the Services that are its non-transferable and may be retained by the Party's respective employees. Either Party may acquire, license, market, distribute, develop for itself or others, or have others develop for its, similar technology performing the same or similar functions as the technology contemplated by this Agreement.

ARTICLE XV  
WARRANTIES

15.1 MUTUAL WARRANTIES. Each Party represents and warrants to the other Party: (i) it is a corporation duly organized and validly existing and in good standing under the laws of its jurisdiction of formation and/or place of principal business; (ii) the performance of its obligations hereunder has been duly authorized by all necessary corporate action; (iii) this Agreement is a legal, valid and binding obligation enforceable against it in accordance with its terms subject, as to enforcement, to bankruptcy, insolvency, reorganization, liquidation and other laws and equitable principles relating to or affecting the enforcement of creditors' rights generally as they may be applied in the event of the bankruptcy, insolvency, reorganization, reorganization or liquidation of, or the appointment of a receiver with respect to the property of, or a similar event applicable to, such Party; (iv) neither the execution and delivery of this Agreement nor the performance of any of its obligations hereunder, nor the consummation of any of the transactions contemplated hereby, will violate any agreement to which it is a party or any provision of its Certificate of Incorporation, Articles of Incorporation, By-laws or other document of corporate governance, nor any applicable law, regulation, rule, judgment, order or decree and (v) it has duly obtained or made all consents, approvals or authorizations of, or registrations, declarations or filings with, any governmental authority which are required as a condition to the valid execution, delivery and performance of this Agreement on its part.

15.2 NO OTHER REPRESENTATIONS OR WARRANTIES. THE WARRANTIES SPECIALLY SET FORTH ARE THE ONLY WARRANTIES MADE BY TSG WITH RESPECT TO THE SERVICES. EXCEPT AS OTHERWISE SPECIFICALLY STATED, THE SERVICES ARE PROVIDED "AS IS" AND "WITH ALL FAULTS." THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PURPOSES OR ANY IMPLIED WARRANTIES ARISING OUT OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE. NO REPRESENTATION OR OTHER AFFIRMATION OF FACT WHICH IS NOT CONTAINED IN THIS AGREEMENT, INCLUDING WITHOUT LIMITATION STATEMENTS REGARDING CAPACITY, SUFFICIENCY FOR USE, OR PERFORMANCE OF THE HARDWARE COMPONENT, SOFTWARE OR DATA, OR RELATING TO THE SERVICES, WHETHER MADE BY TSG OR OTHERWISE, SHALL BE DEEMED TO BE A WARRANTY FOR ANY PURPOSE OR GIVE RISE TO ANY LIABILITY OF TSG.

ARTICLE XVI  
LIMITATIONS OF LIABILITY

16.1 INTENDED ALLOCATION OF RISKS. The allocation of risks between the Parties, and the limitations on the Parties' liabilities and remedies, set forth in this Article XVI and elsewhere in this Agreement are specifically intended by the Parties, as part of their bargain (i.e., part of the consideration for their other reciprocal benefits and obligations) in this Agreement. The Parties acknowledge that they have negotiated, with the advice of legal counsel, such allocation and limitations.

16.2 NO LIABILITY FOR ORDINARY NEGLIGENCE. IN NO EVENT WILL TSG OR ITS CUSTOMERS BE LIABLE FOR ANY GENERAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE PERFORMANCE OF NON-PERFORMANCE OF THE SERVICES, UNLESS SUCH LOSS, LIABILITY, DAMAGE OR EXPENSE SHALL BE DUE TO THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF TSG.

16.3 NO CONSEQUENTIAL DAMAGES. IN NO EVENT SHALL TSG BE LIABLE FOR CUSTOMER'S CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OF THE SERVICES, EVEN IF TSG HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY PUNITIVE OR EXEMPLARY DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT.

16.4 LIMITATION OF REMEDY FOR GROSS NEGLIGENCE. TSG'S LIABILITY ARISING UNDER OR RELATING IN ANY MANNER TO THIS AGREEMENT FOR GENERAL DAMAGES RESULTING FROM TSG'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT IN THE PERFORMANCE OF THE SERVICES HEREUNDER SHALL BE LIMITED AS FOLLOWS: [TEXT OMITTED - CONFIDENTIAL TREATMENT REQUESTED].

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("INDENTIFYING PARTY"), its agents, employees or contractors in connection with the indentifying party's performance of this Agreement.

16.4 TIME FOR CLAIMS. A Party may assert or make a claim against the other Party for any breach of this Agreement, or for that other Party's liability under this Agreement, (including an Indemnification Claim), only within two years after the breach or other event constituting the basis for that claim occurred, even if not discovered until after that two-year period. Nevertheless, the two-year time on the time for asserting or making any claim shall not apply to a claim (including an Indemnification Claim) based on a Third Party Claim.

16.5 EQUITABLE RELIEF. To the extent that any monetary relief available under this Agreement is not an adequate remedy for any breach of this Agreement, or upon any breach or impending breach of Sections 13.1, 13.4, 14.1, or 15.1, the non-breaching Party shall be entitled to injunctive relief as a remedy for that breach or impending breach by the other Party, in addition to any other remedies granted to the non-breaching Party in this Agreement. That injunctive relief must be sought through arbitration in accordance with the Dispute Resolution Procedure.

16.6 EXCLUSIVE REMEDIES. The remedies described in this Agreement are the exclusive rights and remedies of a Party regarding any breach of this Agreement or any matter that may be the subject of a claim for liability under or relating to this Agreement.

16.7 NONCUMULATIVE REMEDY. If a particular remedy 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 exclusive remedy upon such a breach or event. Nevertheless, if more than one remedy for such a breach or event is specified in this Agreement, the Party entitled to a remedy may elect or choose between the available remedies, and may not cumulate or exercise multiple remedies, upon such a breach or event. Nothing in this Article XVI shall affect any liability of a Party for Next Damages or Indemnifiable Losses under Article XVII.

16.8 WAIVER OF REMEDIES. No forbearance, delay, or indulgence by a Party in enforcing this Agreement, within the applicable time limits stated in this Agreement, shall prejudice the rights or remedies of that Party. No waiver of a Party's rights or remedies regarding a particular breach of, or occurrence of any other event described in, this Agreement constitutes a waiver of those rights or remedies, or any other rights or remedies, regarding any other or any subsequent breach of, or occurrence of any other event described in, this Agreement.

ARTICLE XVII  
INDEMNIFICATION

17.1 GENERAL INDEMNIFICATION. Subject to the limitation set forth in Section 16.4, each Party shall indemnify, defend and hold harmless the other Party hereto, their respective officers, employees and directors (the "INDENTIFYING PARTY") from and against any and all "Next Damages" which arise out of the negligence, gross negligence or willful misconduct of the indemnifying party.

17.2 INTELLECTUAL PROPERTY INDEMNIFICATION BY TSG. TSG shall indemnify, defend, and hold harmless Customer from and against any and all Indemnifiable Losses arising 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 patent. TSG shall not indemnify Customer, however, if the claim of infringement or misappropriation is caused by:

- (a) Customer's misuse or modification of the TSG Software;
- (b) Customer's failure to use corrections or enhancements made available by TSG;
- (c) Customer's use of such item in combination with any product or information not owned, developed or provided by TSG, except as authorized in writing by TSG; or
- (d) Any information, disclosure, specification, materials 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 an infringing product, TSG shall, at its expense and option, either:

- (w) Procure the right for Customer 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-infringing.

The rights and remedies stated in this Section 17.2 constitute the sole and exclusive remedies of Customer, and TSG's entire liability, with respect to any Third Party Claims of infringement or misappropriation.

17.3 CUSTOMER INDEMNIFICATION. Customer shall indemnify, defend, and hold harmless the TSG Indemnified Parties from and against Indemnifiable Losses resulting from, arising out of, or relating to Customer's rendering of providing of any services to a third party in which Customer uses TSG's Services or TSG Software to provide such Services.

17.4 AIRLINE INCIDENT INDEMNIFICATION. Customer (as the Indemnifying Party) shall indemnify, defend and hold harmless the TSG Indemnified Parties from and against any and all Indemnifiable Losses resulting from, arising out of, or relating to any Airline Incident. For the avoidance of doubt, Customer's indemnification obligations in connection with this Section 17.4 extend to, and TSG shall have no liability whatsoever in connection with, any incidental, indirect, special, exemplary or consequential damages, including loss of use, loss of data, loss of profits or loss.

of Business, incurred by Customer, or any third party as a result of or in connection with any Airline Incident. The Parties intend that the TSG Indemnified Parties be indemnified notwithstanding any liability that TSG might otherwise have under Section 17.1 relating to any Airline Incident.

17.5 CUSTOMER COMMENTS AND SUGGESTIONS. Customer shall indemnify, defend and hold harmless the TSG Indemnified Parties from and against all Indemnifiable Losses resulting from, arising out of, or relating to Customer's failure to obtain any consents required under Sections 9.1 and 9.2.

17.6 DEFENSE OF CLAIMS; SETTLEMENT. In the event a claim is made or suit is brought which is covered by the indemnities in this Article XVII, the Indemnified Party shall give the Indemnifying Party notice (through counsel if necessary) of such claim as soon as practicable and the failure to provide such notice will not relieve the indemnifying party of any obligation unless and only to the extent that such failure actually prejudices the ability of the indemnifying party to contest such claim. The indemnifying party shall, at its expense, thereafter assume all responsibility for any claim covered by the foregoing indemnity and the indemnified party shall provide reasonable assistance and cooperation during the defense or settlement of the claim.

ARTICLE XVIII  
DISPUTE RESOLUTION

18.1 INTERNAL DISPUTE PROCESS. The Parties shall attempt to resolve any dispute, controversy or claim arising out of, relating to, or in connection with, this Agreement, or the interpretation, breach, termination or validity thereof (collectively, a "DISPUTE"), as follows:

(a) Upon either Party determining a Dispute exists, such Party shall notify the other Party in writing with a detailed account of the Dispute (the "DISPUTE NOTICE"). Such dispute shall be fully discussed by the TSG and Account Manager in an attempt to achieve a resolution of such Dispute as promptly as possible so as not to prejudice either Party. If the TSG and Account Manager are unable to resolve such Dispute by mutual agreement within twenty (20) business days following the date of the Dispute Notice, such Dispute shall be submitted to the Customer's TSG and TSG's President of the TSG Division for resolution. The Parties' management shall meet and fully discuss such Dispute in an attempt to achieve a resolution of such Dispute as promptly as possible so as not to prejudice either Party.

(b) So long as TSG and Customer remain Affiliates, if the event that such Dispute shall not be so resolved by the Parties' management within fifty (50) days from the date of the Dispute Notice, the Dispute shall be submitted to the AMR Executive Committee (or its successor). The AMR Executive Committee (or its successor) shall meet and fully discuss such Dispute in an attempt to achieve a resolution of such Dispute as promptly as possible so as not to prejudice either party. If such Dispute is not so resolved by the AMR Executive Committee (or its successor) within one hundred (100) days from the date of the Dispute Notice, the Parties shall be free to submit the Dispute to binding arbitration as set forth in Section 18.1(c) below.

(c) If TSG and Customer are no longer Affiliates, in the event that such Dispute shall not be so resolved by the Parties' management (and the AMR Executive Committee if the Parties are Affiliates) within the periods set forth above, the Dispute shall be submitted to binding arbitration pursuant to the American Arbitration Association ("AAA") commercial arbitration rules as in effect at the time of the submission of the Dispute to AAA. The arbitration shall take place in Fort Worth, Texas or such other place as the Parties may mutually agree. The arbitration shall be conducted by a panel of three arbitrators (the "ARBITRATION PANEL"), one of whom shall be appointed by TSG, the second appointed by Customer, and the third jointly appointed by the arbitrators appointed by TSG and Customer. TSG and Customer shall abide by and perform any award rendered by the Arbitration Panel. The Parties intend that any Dispute will be resolved by application of the laws of the State of Texas and the terms of this Agreement. The Arbitration Panel's determination of terms shall be final and binding on TSG and Customer if there is substantial evidence in the record of such arbitration to support such determination. It being the intention of the Parties that the standard for any judicial review of the findings of award be the same standard as applies in the case of appeals to actions of administrative agencies in the State of Texas.

18.2 CONTINUITY OF SERVICES. Both Parties 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.

18.3 EXPENSES. Each of Customer and TSG shall pay the non-out-of-pocket expenses in connection with the conduct of the Dispute resolution process set forth above. The costs and expenses of any arbitration, other than out-of-pocket expenses in connection therewith, shall be payable in accordance with the decision of the arbitration panel.

ARTICLE XIX  
FORCE MAJEURE

Except for the obligations to make payments hereunder, each Party shall be relieved of its obligations hereunder to the extent that performance is delayed or prevented by any cause beyond its reasonable control, including, without limitation, delays in or the withholding of decisions required by the other Party, acts of God, public enemies, war, civil disorder, communications failures, fire, flood, explosion, labor disputes or strikes or any acts or orders of any governmental authority, failure or fluctuations in electrical power, heat, light, air conditioning or telecommunications equipment.

ARTICLE XX  
TERMINATION

20.1 TERMINATION FOR BREACH. In the event of certain breaches of this Agreement, TSG or Customer may terminate this Agreement in accordance with this Section 20.1, provided that Customer gives TSG notice of its intent to terminate within ninety (90) days after the date such breach occurred.

(a) Upon TSG's egregious breach of this Agreement, Customer may terminate this Agreement, provided that Customer gives TSG seven (7) days' written notice of its intent to

terminate and TSG fails to cure the breach within such seven (7) days; and provided, further, that such cure period will be extended an additional seven (7) days if TSG delivers to Customer a written plan to cure the breach. In both instances, unless TSG cures the Egregious Breach, the termination shall be effective as of the first day following the end of the cure period or extended cure period as the case may be.

(f) Upon Customer's material breach of its obligations under this Agreement, TSG may terminate this Agreement on an (10) days prior written notice to Customer of its intent to terminate and Customer fails to cure the breach within such ten (10) days.

(g) If either Party (i) is adjudicated bankrupt or insolvent by a court of competent jurisdiction, (ii) voluntarily ceases to do business as currently conducted, (iii) fails to pay its debts generally as they become due, or (iv) takes steps to declare bankruptcy, wind up, dissolve or liquidate (in each case, other than for the purposes of an amalgamation, reorganization, or reconstruction pursuant to which the surviving entity becomes bound by or assumes the obligations under this Agreement), or a receiver, trustee or similar officer is appointed over (or a lien holder takes possession of) all or a substantial part of such Party's property or assets, or anything similar to any of the foregoing occurs in relation to such Party under the law of any jurisdiction, the non-defaulting Party may terminate this Agreement on notice to the defaulting Party.

20.2 REMEDY FOR BREACH. Upon the occurrence of a breach of this Agreement as outlined in Section 20.1 above, the non-defaulting Party shall have the right, in addition to termination of the Agreement, to seek all legal and equitable remedies to which it is entitled, subject to the limitations of liability contained in Article VII hereof.

#### ARTICLE XXI MISCELLANEOUS

21.1 ASSIGNMENT. (a) This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns, but neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any Party hereto without the prior written consent of the other Party, which may not be unreasonably withheld. Each Party shall respond in writing with its decision within thirty (30) days after receipt of a request for consent from the other Party; provided, however, that no TSG consent will be required for Customer's assignment (or deemed assignment) of this Agreement arising out of any transaction by which Customer becomes affiliated with TSG. For purposes of this Agreement, a Change in Control of Customer shall be considered an assignment of Customer's rights and obligations.

(b) Customer's obligations under this Agreement shall continue and survive in the event of any sale, spin off or divestiture of Customer by its principal shareholder(s), any Change in Control, or Customer's merger or consolidation with or into any person. If any such merger or consolidation occurs, the survivor of any such merger or consolidation shall assume Customer's obligations and duties under this Agreement and shall be bound by the terms and conditions of this Agreement. In addition, if Customer should sell, divest, or spin off all or a substantial part of its assets or business, in a

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single transaction or series of related transactions, then the entity resulting from (or acquiring the business or assets of) Customer (in such transaction) shall assume, and be obligated to pay and perform Customer's obligations under this Agreement, and Customer shall not be released or discharged from the payment and performance of its obligations under this Agreement. Notwithstanding the foregoing, any change in the scope, nature, quantity, costs or quality of the Services, as a result of any of the described transactions, shall be subject to the change process set forth in Section 2.3 above. Further, TSG shall have the right to levy additional reasonable charges (which charges may include reasonable margins) commensurate with the actual costs associated with, arising out of or in connection with any of the Change in Control, sale, spin, divestiture, merger, consolidation or similar transaction affecting Customer.

21.2 NOTICES. All notices, requests, demands, and other communications to be given or delivered under or by reason of the provisions of this Agreement shall be in writing and shall be deemed given when:

delivered personally, on the next business day when sent by overnight Federal Express, Express Mail or similar service, on the third business day after being mailed when mailed by certified or registered first class mail, return receipt requested, and upon receipt when sent by telex or electronic mail with a confirmation copy by first-class mail, to each Party at the following address (or to such other address as that party may have specified by notice given to the other pursuant to this provision):

If to TSG:

The SAGE Group, Inc.  
4235 Anon Carter Blvd., MD  
Ft. Worth, Texas 76155  
Attention: President, STE Division

With a copy to:

The SAGE Group, Inc.  
Attn: General Counsel  
4235 Anon Carter Blvd., MD 4204  
Ft. Worth, Texas 76155

If to Customer:

AMS CORP, Inc.  
8011 Mesquite Ave.  
Dallas, Texas 75249  
Attention: Chief Executive Officer

With a copy to:

AMS CORP, Inc.  
4235 Anon Carter Blvd., MD 4204  
Ft. Worth, Texas 76155  
Attention: General Counsel

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21.3 COUNTERPARTS. This Agreement may be executed in one or more counterparts all of which taken together will constitute one and the same instrument.

21.4 NO WAIVER. No delay or omission by either Party hereto to exercise any right or power hereunder shall impair such right or power or be construed to be a waiver thereof. In either event, the obligations hereof of any of the obligations to be performed by the other or any breach thereof shall not be construed to be a waiver of any succeeding breach thereof or of any other obligation herein contained.

21.5 SURVIVAL. The provisions of Sections 4.3, 13.1, 13.2, 15.2, 21.10, 21.11, 21.15 and Articles XI, XII, XIV, XVI, XVII and XVIII shall survive any expiration or termination of this Agreement.

21.6 SEVERABILITY. Whenever possible, each provision of this agreement will be interpreted in such a manner as to be effective and valid under applicable law; but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision will be deemed restated to reflect the original intentions of the Parties as nearly as possible in accordance with applicable law, and, if repeal of substantial portions of the remaining provisions of this Agreement shall be entered as if this Agreement was entered into without the invalid provision.

21.7 PUBLICITY. Except as otherwise agreed, neither Party shall have any right to use the other Party's trademarks, service marks, or trade names in connection with any product, service, promotion or publication, except that TSG may use Customer's name in TSG's annual list and in reasonable business promotional efforts by TSG.

21.8 ENTIRE AGREEMENT. This Agreement together with all Schedules hereto, constitutes the entire agreement and understanding among the Parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings, oral or written, relating to such subject matter.

21.9 AMENDMENTS. This Agreement may be amended or modified only by a written instrument duly executed by or on behalf of each Party hereto.

21.10 GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY AND INTERPRETED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO THE CONFLICTS OF LAW PRINCIPLES OF SUCH STATE.

21.11 COMPLIANCE WITH LAWS; EXPORT REGULATION. Customer will be responsible for obtaining any necessary government approvals, permits, licenses and/or permits to enable Customer to: (a) export any products or technical data required for TSG's performance under this Agreement from the United 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. Dollars as required by this Agreement. Upon request, TSG will promptly provide Customer with any end-user certificates, affidavits regarding re-export or other certifications and documents as are reasonably available to TSG and required from TSG.

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to obtain any such approvals, permits, licenses and/or permits. The obligations of TSG under this Agreement shall be conditioned on Customer's obtaining such approvals, permits, licenses and/or permits. Each Party shall bear all costs, fees and expenses associated with obtaining such approvals, permits, licenses, affidavits and other items for which it is responsible under this Agreement, and upon request will provide to the other evidence that any such items have been obtained and all fees have been paid. Notwithstanding anything in this Agreement to the contrary, Customer shall not directly or indirectly export (or re-export) any hardware, products, software, technical data or products thereof or permit transshipment of same (a) to any country or destination for which the United States Government or a United States Government agency requires an export license or other approval for export without first having obtained such license or other approval, or (b) if otherwise contrary to United States law. The term "technical data" shall include the TSG Services and any technical assistance provided by TSG. This obligation shall survive the expiration or termination of this Agreement.

21.12 NO THIRD PARTY BENEFICIARIES. The Parties agree that this Agreement is for the benefit of the Parties hereto and is not intended to confer any rights or benefits on any third party, including any employee of either Party hereto, and that there are no third-party beneficiaries to this Agreement.

21.13 SCHEDULES; GOVERNING DOCUMENTS. The terms and conditions of any and all Schedules to this Agreement, as amended from time to time by mutual agreement of the Parties, are incorporated into this Agreement by this reference and shall constitute a part of this Agreement as if fully set forth herein.

21.14 RELATIONSHIP OF THE PARTIES. TSG shall be and act as an independent contractor hereunder and no employee of either Party shall be deemed to be an employee of the other for any purpose whatsoever. Each Party shall comply, at its own expense, with all applicable state and municipal requirements and with all state and federal laws applicable to it as an employer and otherwise.

21.15 NON-SOLICITATION OF EMPLOYEES. During the Term of this Agreement and for a period of one (1) year thereafter, Customer shall not directly solicit for employment of TSG's personnel.

[TEXT OMITTED - CONFIDENTIAL TREATMENT REQUESTED].

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[TEXT OMITTED - CONFIDENTIAL TREATMENT REQUESTED].  
[TEXT OMITTED - CONFIDENTIAL TREATMENT REQUESTED].

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by their authorized representatives as of the date first above written.

AMR CORP., INC.

THE SABRE GROUP, INC.

[SIGNATURE PAGE FOLLOWS:

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By: <u>Gio Gama</u>	By: <u>Tom Cook</u>
Title: <u>Chief Executive Officer</u>	Title: <u>President, SABRE Technology Solutions Division</u>
Date: _____	Date: _____

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SCHEDULE 1  
DEFINITIONS

For the purpose of this Agreement, the following terms shall have the following meanings:

- "AAA" shall mean the American Arbitration Association.
- "ACCOUNT MANAGER" shall be the person appointed from time to time by TSG to consult with Customer and consider Customer's needs in connection with the performance of this Agreement.
- "AFFILIATE" shall mean a person that directly or indirectly through one or more intermediaries controls, is controlled by, or is under common control with another person.
- "AGREEMENT" shall have the meaning given in the preamble hereto.
- "ARBITRATION PANEL" shall have the meaning 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.
- "CHANGE IN CONTROL" means (a) the acquisition by any Person or group of Person of 50% or more of the outstanding shares of voting stock, or similar equity interest, of Customer, or (b) all or substantially all of the assets of Customer are sold in a single transaction or series of related transactions to any Person.
- "CONFIDENTIAL INFORMATION" shall have the meaning given to such term in Section 14.1.
- "CONSEQUENTIAL DAMAGES" means damages consisting of lost profits, lost income, or lost savings or consequential, indirect, special, or incidental damage (however described). Consequential Damages does not include any punitive or exemplary 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, more than fifty percent of the voting power attributable to the equity interests in such Person. ("Controlling" and "controlled" have correlative meanings.)
- "CUSTOMER" shall have the meaning given in the preamble hereto.
- "CUSTOMER DATA" shall mean (i) all data that is provided by or on 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 on behalf of TSG to Customer by means of the Services, and (iii) all data that is produced by means of the Services as a intermediate step in using or producing any such data, including databases and files containing such data.

- "CUSTOMER FACILITIES SPACE" shall have the meaning given in Section 7.2.
- "CUSTOMER LICENSED SOFTWARE" shall mean the third party software licensed by Customer and used in the current data processing operations of Customer, and any additions to or replacements for such software and documentation.
- "CUSTOMER OWNED SOFTWARE" shall mean software (to source code and object code form), and all related systems design and user documentation, which is owned by Customer and used in the current data processing operations of Customer, and any additions to or replacements for such software and documentation.
- "CUSTOMER THIRD PARTY 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.
- "DISPUTE NOTICE" shall have the meaning given to Section 18.1.
- "EFFECTIVE DATE" shall mean July 1, 1994.
- "MATERIAL BREACH" shall mean a material breach of contract that constitutes an intentional, unequivocal refusal to perform a material obligation of this Agreement that frustrates one or more purposes of the bargain between Customer and TSG to the extent that a (non-breaching) reasonable business person would not have entered into the Agreement or would not continue performing under the Agreement.
- "EQUIPMENT" shall mean all office related equipment, telephone and fax/machine, supplies, including hardware, owned or leased by Customer and necessary for TSG to perform the Services.
- "EXPIRATION DATE" shall mean the first to occur of: [TEXT OMITTED - CONFIDENTIAL TREATMENT REQUESTED].
- "INFORMATION TRANSITION PERIOD" shall have the meaning given to Section 4.3.
- "FEES" shall mean, collectively, the fees and charges paid to TSG by Customer for performance of Services as set forth in Article X.
- "GENERAL DAMAGES" shall mean losses, claims, obligations, demands, assessments, fines and penalties (whether civil or criminal), liabilities, expenses and costs (including reasonable fees and disbursements of legal counsel and accountants), bodily and other personal injuries, damage to tangible

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property, and other damages, of any kind or nature, suffered or incurred by a Person. For the avoidance of doubt, "General Damages" includes not only the actual damages of a Person, but also punitive and exemplary damages and Consequential Damages of such Person.

"HARDWARE" shall mean computers and related equipment, including, but not limited to, central processing units and other processors, controllers, modems, communications and telecommunications equipment (including radio equipment), cables, storage devices, printers, terminals, other peripherals and input and output devices, and other tangible mechanical and electronic equipment intended for the processing, input, output, storage, manipulation, communication, transmission and retrieval of information and data.

"INDENIFIABLE LOSSES" shall mean losses, claims, obligations, demands, assessments, fines and penalties (whether civil or criminal), liabilities, expenses and costs (including reasonable fees and disbursements of legal counsel and accountants), bodily and other personal injuries, damage to tangible property, and other damages, of any kind or nature, actually suffered or incurred by a Person. Indemnifiable losses consist only of the actual damages of a Person, and excludes any Consequential Damages and any punitive or exemplary damages (however described) of such Person. For the avoidance of doubt, the Indemnifiable losses of an Indemnified Party shall include any Consequential Damages and any punitive or exemplary damages (however described) awarded against such Indemnified Party in favor of a Person making a Third Party Claim against such Indemnified Party.

"INDENIFYING PARTY" shall have the meaning given in Section 17.1.

"INDEMNIFYING PARTY" shall have the meaning given in Section 17.1.

"ISUN" shall have the meaning given in Section 8.4.

"NEW SERVICES" shall mean applications 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 Schedule 2.1 that are mutually agreed upon by the Parties pursuant to Section 4.1. For purposes of Section 4.2, there shall be no requirement that the Parties mutually agree upon the services pursuant to Section 4.1 for such services to be considered "NEW SERVICES".

"NEW SERVICE REQUEST" 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;
- (b) A general description or functional specification of the New Services desired by Customer;
- (c) Any special objectives or constraints with respect to the budget and time schedule; and

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(d) The priority of the work in relationship to other current or anticipated work.

"PARTY" shall mean each of the signatories to the Agreement, and their successors and assigns as permitted by the Agreement. "PARTIES" has the correlative meaning.

"PASS THROUGH FEES" shall mean charges to TSG for certain services or products that it requires from third parties to enable it (in part) to provide the Services, which charges TSG passes through as fees charged to Customer. The initial list of Pass Through Fees are identified in Schedule 10.4.

"PERSON" shall mean any individual, corporation, partnership, joint venture, trust, business association, governmental entity or other entity.

"SERVICES" shall mean the information management services, including data processing and information services, information management, training, electronic data processing and telecommunication systems and shall consist of the services described in Schedule 2.1 and New Services.

"SERVICE LOCATIONS" shall have the meaning given in Section 8.1.

"SOFTWARE" shall mean any computer programming code consisting of instructions or statements in a form readable by individuals (source code) or machines (object code), and documentation and supporting materials therefor, in any form or medium, including electronic media.

"SUBSIDIARY" shall mean, with respect to any Person, a corporation, company or other entity more than 50% of whose outstanding shares or securities (representing the right to vote for the election of directors or other managing authority) are now or hereafter owned or controlled, directly or indirectly, by such Person, but such corporation, company or other entity shall be deemed to be a subsidiary only so long as such ownership or control exists.

"TORT DAMAGES" shall mean bodily or personal injury or death or damage to real or tangible personal property.

"TSG INDEMNIFIED PARTIES" shall mean TSG, its Affiliates (other than Customer), and their respective officers, employees and directors.

"TERM" shall have the meaning given in Section 2.1.

"THIRD PARTY" means a Person other than a Party or either Party's Affiliates.

"THIRD PARTY CLAIM" shall mean a claim of liability asserted against a Party by a Person other than the other Party or either Party's Affiliates.

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"THIRD PARTY SOFTWARE" means software owned by a Third Party and licensed to Customer or ISG and used in the performance of the Services.

"TSG" shall have the meaning set forth in the preamble.

"TSG SOFTWARE" shall mean the Software owned or licensed by TSG and made available to Customer by TSG in connection with the performance of the Services.

INTERPRETIVE MATTERS

The Agreement is the result of the Parties' negotiations, and no provision of this Agreement shall be construed for or against either Party because of the ownership of that provision. In the interpretation of the Agreement, except where the context otherwise requires:

1. "including" or "include" does not denote or apply any limitation;
2. "or" has the inclusive meaning "and/or";
3. "and/or" means "or" and is used for emphasis only;
4. "\$" refers to United States dollars;
5. the singular includes the plural, and vice versa, and each gender includes each of the others;
6. captions or headings are only for reference and are not to be considered in interpreting this Agreement;
7. "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 Subsection's Section's, or Article's cross-references to another Section or Article, the cross-referenced heading controls over the cross-referenced Section or Article number.

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SCHEDULE 2.1  
DESCRIPTION OF SERVICES

(TEXT OMITTED - CONFIDENTIAL TREATMENT REQUESTED)

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SCHEDULE 5.1  
SERVICE LOCATIONS\*

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SCHEDULE 10...  
FEES AND CHARGES

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SCHEDULE 10.4  
PAIN THROUGH FEES

[TEXT OMITTED - CONFIDENTIAL TREATMENT REQUESTED].

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THIS AGREEMENT HAS CONFIDENTIAL PORTIONS OMITTED, WHICH PORTIONS HAVE BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION. OMITTED PORTIONS ARE INDICATED IN THIS AGREEMENT BY "[TEXT OMITTED - CONFIDENTIAL TREATMENT REQUESTED]."

EXECUTION COPY

SERVICES AGREEMENT

Between

TELESERVICE RESOURCES, INC.

and

THE SABER GROUP, INC.

Effective as of July 1, 1998

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SERVICES AGREEMENT

THIS SERVICES AGREEMENT, effective as of July 1, 1996 (the "Agreement") between TELECOMMUNICATIONS SERVICES, INC., a Delaware corporation ("Customer") and THE SABRE GROUP, INC., a Delaware corporation ("TSG"):

W I T N E S S E D T H A T :

WHEREAS, TSG is engaged in the business of providing certain management and information processing services, including, but not limited to, systems development services, systems integration services, management of telecommunications systems, computer operation services, facilities management services, hardware and software maintenance services and related systems and services; and

WHEREAS, Customer and TSG desire to enter into a services agreement pursuant to which TSG shall provide to Customer the services described in this Agreement, on the terms and subject to the conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing and the covenants and agreements set forth herein, the Parties hereto hereby agree as follows:

ARTICLE I  
DEFINITIONS

1.1 DEFINITIONS. All defined terms used in this Agreement shall have the meanings set forth in Schedule 1.1. Schedule 1.1 also sets forth various interpretive matters for this Agreement.

1.2 SCHEDULES. When this Agreement refers to a Schedule, such Schedule is deemed incorporated herein by reference for all purposes. All Schedules, as agreed to on or after the Effective Date, shall be deemed incorporated herein upon the complete execution thereof.

ARTICLE II  
TERM

2.1 TERM. Unless earlier terminated as provided herein, the term of this Agreement (the "TERM") shall commence on the Effective Date and shall end on the Expiration Date.

2.2 EXTENSIONS OF THE TERM. The Term shall be automatically extended for successive (1) YEAR (2) YEAR - CONFIDENTIAL IMPROVEMENT REQUESTED periods after the Expiration Date, unless either party gives written notice of its intent not to renew the agreement at least one hundred twenty (120) days prior to the date on which the term of the then-current renewal period (as applicable) expires. Notwithstanding the above, if Customer and TSG become disaffiliated, either party shall have the option, in its sole and absolute discretion, at any time six (6) months following the disaffiliation to terminate this Agreement by giving six (6) months prior written notice to the other party; provided, however, that prior to the Expiration Date TSG may

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not terminate (except for breach pursuant to Section 26.1) Services provided hereunder to the extent such Services are required for Customer to continue support of American Airlines, Inc.

ARTICLE III  
SERVICES

3.1 SERVICES. Subject to the terms and conditions of this Agreement, TSG shall perform the Services described in Schedule 3.1 for Customer.

3.2 CHANGES TO SCOPE OF SERVICES. In the event that Customer wishes to request modifications in the Services, including additions, deletions and reorganizations thereof, Customer shall submit such requests to TSG in writing. TSG will endeavor to work to satisfy such requests as soon as is reasonably practicable from receipt of Customer's written request for any such modifications, determine the feasibility of such request and provide Customer with a good faith estimate of the costs, if any, to Customer of such modifications. Upon mutual written agreement of the Parties, TSG shall be responsible for implementing modification requests and Customer shall pay the agreed charges, if any. TSG will not be required to make any such modifications prior to the mutual execution of any such written agreement, and will continue to provide Services to Customer on the same basis as TSG did prior to Customer's request until such a written agreement is mutually executed.

3.3 MANAGEMENT OF TSG PERSONNEL.

TSG shall have the right to manage all TSG resources used in providing the Services.

ARTICLE IV  
AUTHORIZATION OF NEW SERVICES;  
REQUIRED DOCUMENTS

4.1 PROCEDURES. Any and all New Services shall be authorized and directed as set forth below:

(a) Customer may deliver to TSG one or more New Service Requests. After receipt of a New Service Request, TSG shall prepare and deliver to Customer a proposal in response thereto as promptly as reasonably practicable. If TSG plans to charge Customer for preparation of any such proposal, it will so inform Customer in writing together with an estimate of the charges for preparation of the proposal. If TSG's estimate is accepted by Customer in writing, TSG shall then promptly commence preparation of the proposal. TSG may also prepare, on TSG's own initiative, and not in response to a New Service Request, New Service proposals for Customer's review; provided that TSG will not charge Customer for any fee or expense related to the preparation of such proposals, except upon the written consent of Customer.

(b) After receipt of a New Service proposal, Customer shall notify TSG in writing whether Customer desires to proceed as Customer's sole discretion with the work as specified therein or upon some modified basis.

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(c) Upon Customer's acceptance of the terms of any New Service proposal, Customer and TSG shall execute a supplement to this Agreement reflecting mutually agreed terms and conditions (a "NEW SERVICE SUPPLEMENT"), all of which shall be incorporated in this Agreement by reference. After execution of any Services Supplement, TSG shall proceed with the work specified therein upon the terms and conditions set forth herein and in this Agreement.

4.2 NEW SERVICES. Customer will allow TSG the same rights and opportunities to bid on any New Services (INCLUDING CONFIDENTIAL IMPROVEMENT REQUESTED) as it provides to any other prospective provider of such New Services. If TSG chooses to bid on the New Services, Customer shall award such New Services to TSG if TSG's bid is as favorable, in Customer's reasonable discretion, to Customer (in terms of cost, terms, availability and time to market) as the next bid Customer receives.

4.3 EXPIRATION ASSISTANCE BY TSG. For a period of no more than one hundred and twenty (120) days before the Expiration Date or termination of any of the Services pursuant to Sections 2.1 or 20.1 (each period referred to as the "EXPIRATION TRANSITION PERIOD"), TSG will provide to Customer or its designee any and all expiation assistance reasonably requested by Customer to facilitate the orderly transfer of responsibility for the applicable Services to Customer or its designee. If the assistance requires TSG to utilize resources or incur expenses in addition to those regularly utilized in the performance of the Services, it shall so inform Customer in writing and indicate any supplemental charges to Customer for such resources if accepted by Customer in writing. TSG will provide such incremental services and Customer will pay TSG the such incremental assistance on a time and materials basis at TSG's then-current rates for the Services performed hereunder and reimburse TSG for all additional expenses incurred by TSG in the performance of the expiation assistance. Prior to providing any of the foregoing expiation assistance to a Customer designee, TSG shall be entitled to receive from such designee, in form and substance reasonably acceptable to TSG, assurances that (i) such designee will maintain at all times the confidentiality of any TSG proprietary information, software or materials disclosed or provided to, or learned by, such designee in connection therewith, (ii) such designee will use such information, software or materials exclusively for the purpose for which Customer is authorized to use such information, software or materials pursuant to this Agreement, and (iii) all fees and incremental charges due hereunder will be timely paid. Upon Customer's request, TSG shall provide consultation services for at least sixty (60) days after expiration of any Expiration Transition Period, to be charged by TSG at TSG's then-current published standard rates for similar services.

ARTICLE V  
SERVER LOCATIONS

The charges set forth in this Agreement are based on the assumption that Services will continue to be provided by TSG to Customer at Customer's operations and service locations in existence as of July 1, 1996 as identified in Schedule 5.1 (the "SERVER LOCATIONS"). Nothing in this Agreement shall prevent Customer from changing, consolidating, eliminating or adding after July 1, 1996 any Service

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Locations, provided Customer will endeavor to provide TSG with at least one hundred and twenty (120) days prior written notice before any such change, consolidation, elimination or addition. If any such change, consolidation, elimination or addition causes no more than a de minimis increase in costs to TSG to the continuing performance of the Services, then there shall be no adjustment in the charges hereunder. If, on the other hand, any such change, consolidation, elimination or addition causes more than a de minimis increase in costs to TSG in the continuing performance of the Services, TSG will promptly provide Customer with a good faith estimate of the timing, scope and expense of making such change, consolidation, elimination or addition. TSG will make such change, consolidation, elimination or addition upon Customer's written approval of such estimate.

ARTICLE VI  
PROJECT STAFF

6.1 TSG SUBCONTRACTORS. TSG may utilize subcontractors during the Term, subject to TSG remaining primarily liable for the performance of the Services and such subcontractors agreeing in writing to maintaining the confidentiality of Customer Data in accordance with Section 14.1. TSG will manage and monitor the performance of any such subcontractors.

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 dismiss, replace or reassign at any time, any member of the project staff hereunder.

6.3 INFORMATION SERVICES CONTRACT MANAGER. Customer shall appoint a contract coordinator to implement this Agreement (the "INFORMATION SERVICES CONTRACT MANAGER" or "ISCM"). The ISCM's responsibilities shall be to (a) serve as primary point of contact for TSG, (b) be responsible for the implementation, management and enforcement of the Agreement on behalf of Customer, and (c) supervise performance of Customer's obligations under the Agreement. Customer will notify TSG in writing of its appointment of an ISCM and his/her successors.

ARTICLE VII  
CUSTOMER OBLIGATIONS

7.1 SERVICES AND OTHER OBLIGATIONS. During the Term, Customer will provide TSG with all necessary and reasonable resources, information, direction and other assistance, as may be requested by TSG from time to time, in connection with the Services. TSG's non-performance of its obligations hereunder will be exempt to the extent caused by Customer's failure to timely provide such necessary and reasonable resources, information, direction and other assistance.

7.2 CUSTOMER FACILITIES AND RELATED SERVICES. During the Term, for Services performed by TSG on-site at Customer's facilities, Customer shall provide to TSG, at no cost to TSG, such access to and use of adequate space and facilities required for performance of the Services (collectively, the "CUSTOMER FACILITIES SPACE") for so long as and to the extent that the Customer Facilities Space is reasonably required by TSG to effectively perform the Services. Customer will also provide, at Customer's expense, all utilities, required internal cabling and electrical installations for TSG at the

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Customer Facilities Space and any Service Location in which the Services will be performed. Customer will provide 180 with legal and physical access to Customer's Facilities Space twenty-four (24) hours a day, seven (7) days a week, for purposes of performing the Services. Customer represents to TSG that all facilities provided by Customer under this Agreement are and shall remain free of health and safety hazards. At all times when TSG uses space and related utilities and services in any Customer Facilities Space, TSG shall comply with the customary and reasonable policies governing access to and use of the facilities in effect from time to time, provided, however, that such policies shall not discriminate with respect to TSG or its employees, agents or contractors.

7.3 CUSTOMER RESULTS OR PASS-THROUGH OF SERVICES. Neither Customer nor its Affiliates may result or otherwise provide any of the Services provided hereunder by TSG to any person other than a Subsidiary of Customer, without the prior written consent of TSG.

7.4 INSURANCE. During the Term, Customer shall procure and maintain with insurers of recognized financial responsibility, Comprehensive General Liability Insurance coverage, including contractual liability coverage pertaining to the indemnification obligations of Customer under Article XVII of this Agreement, which limits of not less than TSG's CONFIDENTIAL TREATMENT REQUESTED, combined single limit per occurrence. If Customer and TSG are not Affiliates, Customer shall annually provide TSG with evidence of such coverage with the following special provisions:

1. The insurer(s) shall accept and insure Customer's indemnification and hold harmless requirements pursuant to Article XVII of this Agreement.
2. Each of the TSG indemnified parties shall be included as an additional insured, to the extent of the Customer's indemnification and hold harmless obligations hereunder.
3. The insurer(s) shall waive any rights of subrogation they may or could have against any of the TSG Indemnified Parties, to the extent of the Customer's indemnification and hold harmless obligations hereunder.
4. Such policy(ies) shall be primary without right of contribution from any insurance carried by TSG, to the extent of Customer's indemnification and hold harmless obligations hereunder.
5. Such insurance (i) shall not be invalidated with respect to any of the TSG Indemnified Parties by any action or inaction of Customer, and (ii) shall insure each of the TSG Indemnified Parties regardless of any breach or violation of such policy by Customer.
6. Such insurance policy(ies) may not be canceled or materially changed without at least thirty (30) days prior written notice to TSG.

#### ARTICLE VIII CUSTOMER RETAINED RESOURCES

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10.1 FEES AND CHARGES. For each month during the Term, Customer shall pay TSG the Fees shown in Schedule 10.1, as may be adjusted as provided in Section 10.2. Except 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 TSG pursuant to the Fees Schedule shown in Schedule 10.1.

10.2 ADJUSTMENT TO CHARGES. [TEXT OMITTED - CONFIDENTIAL TREATMENT REQUESTED].

10.3 NEW SERVICE FEES. Unless otherwise agreed in writing by Customer and TSG, in consideration of TSG's provision of New Services, for each month during the Term, Customer shall pay to TSG the appropriate Fees described using the uniform contract rates shown in Schedule 10.1, as the rates may be adjusted pursuant to Section 10.2.

10.4 OTHER AMOUNTS PAYABLE. In addition to the Fees set forth above, TSG may also charge Customer for other amounts expressly payable to TSG under this Agreement. In addition, Customer shall retain responsibility for Fees Through Fees as otherwise specified in this Agreement.

10.5 OUT OF POCKET EXPENSES. For any Service which is provided by TSG personnel away from their principal location of business at Customer's request, Customer will pay or reimburse TSG for actual travel and incidental expenses incurred by TSG personnel in connection with the performance of the Services hereunder; provided that such expenses are incurred in a manner consistent with TSG's own standard travel expense policies applicable to its own employees.

#### ARTICLE XI PAYMENT SCHEDULE

11.1 INVOICING. TSG will submit an invoice to Customer for all Services provided hereunder on a monthly basis, containing a summary and detail of the relevant information to substantiate the Fees and charges. Invoices shall be sent to Customer at 4255 Snow Center Blvd., MD 4236, P.O. Box 76255, Attn: Accounts Payable, or to such other address as Customer may advise in writing from time to time. All Fees, expenses and other amounts payable or creditable by either party to the other under this Agreement shall be paid or credited, respectively, in United States Dollars.

11.2 TIME OF PAYMENT. All dues due TSG under this Agreement will be due and payable within thirty (30) days after receipt by Customer of an invoice from TSG.

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8.1 ONGOING CUSTOMER RESOURCES. During the Term Customer will provide to TSG, at no cost to TSG, access to and use of all of the Equipment necessary for performance of the Services. Customer shall be responsible for all on-going costs and expenses relating to the Equipment, including, without limitation, the insurance, maintenance and taxes. TSG will from time to time provide its recommendations for (i) additions to the Equipment for improvement of the Services, and (ii) replacements of the Equipment for the maintenance of the Services at its existing levels. If Customer determines that replacements of the Equipment are not needed or declines to participate in the acquisition thereof to a degree unacceptable to TSG, TSG shall thereafter be relieved of any Service obligations under this Agreement for the affected Services, to the extent the failure to acquire replacements of the Equipment adversely affects TSG's ability to properly perform the Services.

8.2 PAYMENT RESPONSIBILITY FOR CUSTOMER RETAINED RESOURCES. Customer shall be responsible for all amounts due to Third Parties with respect to the Equipment and other resources described in Section 8.1 and the Customer Third-Party Agreements and for any related charges (including late fees, interest, taxes and legal expenses); provided that TSG shall be responsible for any such charges (including late fees, interest, and legal expenses) payable primarily due to TSG's non-performance or late performance (unless as may be excused pursuant to Article XXV) with respect to such Equipment and Customer Third-Party Agreements. TSG shall also be responsible for any suit, omission, delay or default by vendors or other third parties in the course of performance of any Customer Third-Party Agreement.

#### ARTICLE IX SOFTWARE NEEDED FOR SERVICES

9.1 CUSTOMER LICENSED SOFTWARE. Customer hereby represents and warrants it will obtain any licenses, consents, approvals or authorizations from Third Parties necessary for TSG to legally and physically access and use any Customer Licensed Software necessary to perform the Services, and will provide written evidence of such consents to TSG upon TSG's request. Customer shall pay all costs and expenses associated with the Customer Licensed Software, including all required license, installation, maintenance and upgrade fees. The Customer Licensed Software will be made available to TSG in a form and on media compatible with the Equipment TSG is then operating on Customer's behalf, together with appropriate documentation and other materials.

9.2 CUSTOMER OWNED SOFTWARE. Customer will provide TSG with object code and source code for the Customer Owned Software, if any, necessary for TSG to perform the Services, together with any consents, approvals, or authorizations from Third Parties necessary for TSG to legally and physically access and use the Customer Owned Software, in both object code and source code form, for purposes of providing the Services, and will provide written evidence of such consents to TSG upon TSG's request. The Customer Owned Software will be available to TSG in a form and on media compatible with the equipment TSG is then operating on Customer's behalf, together with appropriate documentation and other materials and will be provided in a timely manner when required by TSG in the performance of the Services.

#### ARTICLE X FEES AND CHARGES

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11.3 DISPUTED INVOICES. If Customer in good faith reasonably disputes an invoice for sums owed hereunder, the following shall apply:

(a) If the disputed invoice is greater than or equal to the prior month's invoice, Customer shall pay TSG all undisputed amounts, but in no event less than ninety percent (90%) of the prior month's payment.

(b) If the disputed invoice is less than the prior month's payment, Customer shall pay TSG all undisputed amounts, but in no event less than ninety percent (90%) of the disputed invoice; therefore, in such event and irrespective of the amount in dispute, Customer may not in respect to the disputed invoice withhold payment of any amount in excess of ten percent (10%).

(c) In no event shall a Party's adherence to the provisions of this Section 11.3 be construed as constituting a waiver by either Party of any claims against the other party.

(d) All disputed amounts shall be resolved in accordance with the Dispute Resolution process set forth in Article XVII hereof.

11.4 LATE CHARGES. Following the period when TSG and Customer are no longer Affiliates, any sum due TSG hereunder that is not paid when due shall bear interest from the date due until paid at a rate of interest equal to two percentage points (2%) per annum above the prime rate announced from time to time by the principal New York office of Citibank, N.A., but in no event to exceed the maximum rate of interest allowed by applicable law. Notwithstanding the above, interest shall not accrue on any sum due and during the period such sum has been reasonably disputed by Customer.

#### ARTICLE XII TAXES

12.1 ALLOCATION OF RESPONSIBILITY FOR CORPORATE TAXES. Customer shall be responsible for (and shall indemnify TSG for) national, federal, state and local sales, use, excise, value added, withholding, registration fees, stamp taxes and imposition and similar taxes (including taxes on insurance) penalty and interest imposed on TSG arising from this Agreement, excluding taxes imposed based on TSG's net income, and any additional tax imposed on TSG as a result of any reimbursements under this provisions. All payments hereunder by Customer to TSG shall be made free and clear of and without deduction for any present or future taxes, levies, imposts, deductions, charges or withholdings, and all liabilities with respect thereto. If Customer shall be required by law to deduct any such amount from or in respect of any sum payable hereunder, the sum payable shall be increased as may be necessary so that after making all required deductions TSG receives an amount equal to the sum it would have received had no such deductions been made.

12.2 PROPRY TAXES. Each of TSG and Customer is responsible for the reporting and payment of any ad valorem taxes due on property owned by it or leased by it to a third party.

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12.3 TAX CLAIMS. If TSG receives notice from any taxing authority with respect to an assessment or potential assessment or imposition of any tax or other amount that the Customer would be responsible for paying pursuant to Section 12.1 above, TSG shall promptly notify the Customer in writing of such notice, and shall, subject to Customer's reasonable discretion, contest or permit the Customer to contest or compromise such proposed tax at Customer's expense. Subject to the reasonable discretion of the Customer, Customer may request TSG to apply, at Customer's expense, for a refund of taxes otherwise subject to imposition under Section 12.1. In lieu of pursuing such a claim, TSG may assign its rights to the indemnifying party.

12.4 COOPERATION. Each Party shall cooperate as the other Party may reasonably request in information concerning the other Party in connection with this agreement; provided, however, that a cooperating party shall not be required to take any step that would be materially disadvantageous to its business or operations or would require it to incur material additional costs unless the requesting party agrees to reimburse the cooperating Party for the incremental out-of-pocket costs. In the case of either Party, such cooperation shall include, without limitation, maintaining records as reasonably necessary for tax purposes, making such records available to the other Party for permitting the other Party to copy, as its expense, such records; and making information in its possession and employment with technical expertise available as reasonably necessary in connection with the preparation of any tax returns or any audit or tax contest or refund claim.

ARTICLE XIII  
PROPRIETARY RIGHTS AND LICENSES

13.1 TSG PROPRIETARY INFORMATION. TSG retains all rights, title and interest in and to any and all TSG Software and documentation, software development tools, know-how, methodologies, processes, technologies or algorithms used in providing the Services that are trade secrets or proprietary information of TSG or its Affiliates (other than Customer) or otherwise owned or licensed by TSG or its Affiliates (other than Customer).

13.2 CUSTOMER DATA. Information relating to Customer contained in Customer's data files ("CUSTOMER 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 sole purpose of performing the Services. Upon expiration or termination of this Agreement, the Customer Data shall, at Customer's written request and discretion, either be erased from the data files maintained by TSG or, within thirty (30) days from Customer's written request and expense, returned to Customer in TSG's most existing machine-readable format and media.

13.3 LICENSE TO TSG SOFTWARE. During the Term, TSG grants to Customer a limited, non-exclusive and non-transferable right and license to use the TSG Software in object code form only, strictly in accordance with the terms of this Agreement. The rights hereby granted are limited to Customer's use of the TSG Software to the extent necessary to access and utilize the Services in

connection with Customer's internal operation and no other use. Customer shall not: (i) make any modifications or alterations to the TSG Software; or (ii) reverse engineer, disassemble, compile, reverse compile or decompile the TSG Software. If any Third Party Software incorporated in TSG Software is licensed to Customer on a stand-alone basis or a otherwise provided in connection with the Services provided hereunder, and TSG must pay a royalty or license fee to the licensor of such Third Party Software in order to make such Third Party Software available to Customer, Customer will repay such amount to TSG upon demand. If TSG must pay any Third Party a royalty or license fee for sublicensing or distributing or otherwise granting access to or use of any such TSG Software to Customer, then Customer will also reimburse TSG the amount of any such royalty or license fee. Customer will notify TSG in writing of any proposed change in control of Customer as soon as practicable but in no event less than thirty (30) days in advance of such change in control. TSG will use reasonable efforts to advise Customer within such thirty (30) day period of any royalty or license fees that will become due and payable to the licensor or distributor of any third party software arising out of the change in control. Customer shall have the option to terminate that portion of the Services which require the payment of excessive additional royalty or license fees; provided, however, that such election must occur prior to the actual change in control.

13.4 SUBLICENSES. Customer shall not transfer or sublicense the TSG Software or any components thereof to any person, whether by operation of law or otherwise, without the prior written consent of TSG.

ARTICLE XIV  
CONFIDENTIALITY

14.1 CONFIDENTIAL INFORMATION. As of the effective date, and except as otherwise provided in this agreement, TSG and Customer each agree that all information communicated to it by the other, including, without limitation, the terms of this Agreement, which the recipient party knows or has reason to know is the confidential or proprietary information of the disclosing party ("CONFIDENTIAL INFORMATION") will be received in strict confidence, will be used only for purposes of this Agreement, and will not be disclosed by the recipient party, its agents, subcontractors or employees without the prior written consent of the other Party. TSG and Customer each agree to use the same means it uses to protect its own confidential information, but in any event not less than reasonable means, to prevent the disclosure of the Confidential Information to outside parties. However, neither TSG nor Customer shall be prevented from disclosing information which belongs to such Party or is (a) already known by the recipient Party without an obligation of confidentiality; (b) publicly known or becomes publicly known through no unauthorized act of the recipient Party; (c) rightfully received from a third party without an obligation of confidentiality; (d) independently developed without use of the other Party's Confidential Information; (e) approved by the other Party for disclosure; or (f) required to be disclosed pursuant to a requirement of a governmental agency or law, if the disclosing party provides the other Party with notice of this requirement prior to disclosure. Notwithstanding the foregoing, Customer shall be permitted to disclose the terms of this Agreement to any potential purchaser of all or substantially all of the stock or assets of Customer, provided, that any

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such potential purchaser undertakes to treat the Confidential Information as confidential with use and disclosure restrictions at least as strict as those in this Section 14.1.

14.2 GENERAL KNOWLEDGE. Either Party may advance its generalized knowledge and experience during the Term and may already possess or hereafter obtain concepts, data, discoveries, ideas, information, inventions, know-how, knowledge, methodologies, processes, products, skills, techniques and/or other work product, whether or not patentable, that are generally similar to Confidential Information it may receive under this Agreement. This Agreement shall not be interpreted as limiting either Party's rights to develop, disclose, display, market, obtain, own, publish, provide, release, sell, transfer and/or use, in any manner whatsoever, any such generalized knowledge and experience and/or any such know-how; provided, however, that the Parties shall in all events comply with Section 14.1. Further, each Party shall be free to use the ideas, concepts or know-how it develops in connection with the Services that are in non-patentable form and may be retained by the Party's respective employees. Either Party may acquire, license, market, distribute, develop for itself or others, or have others develop for it, similar technology performing the same or similar functions as the technology contemplated by this Agreement.

ARTICLE XV  
WARRANTIES

15.1 MUTUAL WARRANTIES. Each Party represents and warrants to the other party: (i) it is a corporation duly organized and validly existing and in good standing under the laws of its jurisdiction of formation and/or place of principal business; (ii) the performance of its obligations hereunder has been duly authorized by all necessary corporate action; (iii) this Agreement is a legal, valid and binding obligation enforceable against it in accordance with its terms subject, as to enforcement, to bankruptcy, insolvency, reorganization, liquidation and other laws and equitable principles relating to or affecting the enforcement of creditors' rights generally as they may be applied in the event of the bankruptcy, insolvency, reorganization, reorganization or liquidation of, or the appointment of a receiver with respect to the property of, or a similar event applicable to, such Party; (iv) neither the execution and delivery of this agreement nor the performance of any of its obligations hereunder, nor the consummation of any of the transactions contemplated hereby, will violate any agreement to which it is a Party or any provision of its Certificate of Incorporation, Articles of Incorporation, By-laws or other document of corporate governance, nor any applicable law, regulation, rule, judgment, order or decree; and (v) it has duly obtained or made all consents, approvals or authorizations of, or registrations, declarations or filings with, any governmental authority which are required as a condition to the valid execution, delivery and performance of this Agreement or its part.

15.2 NO OTHER REPRESENTATIONS OR WARRANTIES. THE WARRANTIES SET FORTH HEREIN ARE THE ONLY WARRANTIES MADE BY TSG WITH RESPECT TO THE SERVICES. EXCEPT AS OTHERWISE SPECIFICALLY STATED, THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE." THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR INTENDED USE OR ANY IMPLIED WARRANTIES ARISING OUT OF COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE. NO

REPRESENTATION OR OTHER AFFIRMATION OF FACT WHICH IS NOT CONTAINED IN THIS AGREEMENT, INCLUDING WITHOUT LIMITATION STATEMENTS REGARDING CAPACITY, MERCHANTABILITY FOR USE, OR PERFORMANCE OF THE PARTISAN COMPONENTS, SOFTWARE OR DATA, OR RELATING TO THE SERVICES, WHETHER MADE BY TSG OR OTHERWISE, SHALL BE DEEMED TO BE A WARRANTY FOR ANY INJURY OR HARM RISE TO ANY LIABILITY OF TSG.

ARTICLE XVI  
LIMITATIONS OF LIABILITY

16.1 INTENDED ALLOCATION OF RISKS. The allocation of risks between the Parties, and the limitations on the Parties' liabilities and remedies, set forth in this Article XVI and elsewhere in this Agreement are specifically intended by the Parties, as part of their bargain (i.e., part 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.

16.2 NO LIABILITY FOR ORDINARY NEGLIGENCE. IN NO EVENT WILL TSG BE LIABLE TO CUSTOMER FOR ANY GENERAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE PERFORMANCE OR NON-PERFORMANCE OF THE SERVICES, INCLUDING SUCH AS, NEGLIGENCE, DAMAGE OR HARMERS SHALL BE NOT BE THE ORDINARY NEGLIGENCE OR WILLFUL MISCONDUCT OF TSG.

16.3 NO CONSEQUENTIAL DAMAGES. IN NO EVENT SHALL TSG BE LIABLE FOR CUSTOMER'S CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OF THE SERVICES, EVEN IF TSG HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY FORMS OF CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT.

16.4 LIMITATION OF LIABILITY FOR GROSS NEGLIGENCE. TSG'S LIABILITY ARISING UNDER OR RELATING IN ANY MANNER TO THIS AGREEMENT FOR GENERAL DAMAGES ARISING FROM TSG'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT IN THE PERFORMANCE OF THE SERVICES HEREUNDER SHALL BE LIMITED AS FOLLOWS: [TEXT OMITTED - CONFIDENTIAL TREATMENT REQUESTED].

16.5 TIME FOR CLAIMS. A Party may assert or make a claim against the other Party for any aspect of this Agreement, or for that other Party's liability under this Agreement (including an indemnification claim), only within two years after the breach or other event constituting the basis for that claim occurred, even if not discovered until after that two-year period. Nevertheless, the two-year limit on the time for asserting or making any claim shall not apply to a claim (including an indemnification claim) based on a Third-Party Claim.

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16.6 EQUITABLE RELIEF. To the extent that any monetary relief available under this Agreement is not an adequate remedy for any breach of this Agreement, or upon any breach or impending breach of Sections 13.4, 13.4, 16.1, or 20.15, the non-breaching Party shall be entitled to injunctive relief as a remedy for that breach or impending breach by the other Party, in addition to any other remedies granted to the non-breaching Party in this Agreement. That injunctive relief may be sought through arbitration in accordance with the Dispute Resolution Procedure.

16.7 EXCLUSIVE REMEDIES. The remedies described in this Agreement are the exclusive rights and remedies of a Party regarding any breach of this Agreement or any matter that may be the subject of a claim for liability under or relating to this Agreement.

16.8 NONCUMULATIVE REMEDIES. If a particular remedy 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 exclusive remedy upon such a breach or event. Nevertheless, if some other remedy for such a breach or event is specified in this Agreement, the Party entitled to a remedy must elect or choose between the available remedies, and may not cumulate or execute multiple remedies, upon such a breach or event. Nothing in this Article XVI shall affect any liability of a Party for lost Damages or Indemnifiable Losses under Article XVII.

16.9 WAIVER OF REMEDIES. No forbearance, delay, or indulgence by a Party in enforcing this Agreement, within the applicable time limits stated in this Agreement, shall prejudice the rights or remedies of that Party. No waiver of a Party's rights or remedies regarding a particular breach of, or occurrence of any other event described in, this Agreement constitutes a waiver of those rights or remedies, or any other rights or remedies, regarding any other or any subsequent breach of, or occurrence of any other event described in, this Agreement.

ARTICLE XVII  
INDEMNIFICATION

17.1 GENERAL INDEMNIFICATION. Subject to the limitation set forth in Section 15.4, each Party shall indemnify, defend and hold harmless the other Party hereto, their respective officers, employees and directors (the "INDEMNIFYING PARTY") from and against any and all lost Damages which arise out of the negligence, gross negligence or willful misconduct of the indemnifying party ("INDEMNIFYING PARTY"), its agents, employees or contractors in connection with the Indemnifying Party's performance of this Agreement.

17.2 INTELLECTUAL PROPERTY INDEMNIFICATION BY TSO. TSO shall indemnify, defend, and hold harmless Customer from and against any and all Indemnifiable Losses arising out of, or relating to any claim by a third party that any TSO Software provided under this Agreement infringes a currently existing United States copyright, misappropriates a trade secret, or willfully infringes a United States patent. TSO shall not indemnify Customer, however, if the claim of infringement or misappropriation is caused by:

- (a) Customer's misuse or modification of the TSO Software,

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(b) Customer's failure to use corrections or enhancements made available by TSO,

(c) Customer's use of such item in combination with any product or information not owned, developed or provided by TSO, except as authorized in writing by TSO, or

(d) Any information, direction, specification, materials or software provided by Customer or any third party.

If any such TSO Software is, or in TSO's opinion is likely to be, held to constitute an infringing product, TSO shall, at its expense and option, either:

(w) Procure the right for Customer to continue using such TSO Software,

(x) Replace such TSO Software with a non-infringing equivalent software, or

(y) Modify such TSO Software to make it non-infringing.

The rights and remedies stated in this Section 17.2 constitute the sole and exclusive remedies of Customer, and TSO a strict liability, with respect to any Third Party claim of infringement or misappropriation.

17.3 CUSTOMER INDEMNIFICATION. Customer shall indemnify, defend, and hold harmless the TSO Indemnified Parties from and against all Indemnifiable Losses resulting from, arising out of, or relating to Customer's failure to obtain any consents required under Sections 2.1 and 8.2.

17.4 INTERNATIONALLY OBTAINED.

17.5 CUSTOMER COMMENTS AND SUBLICENSES. Customer shall indemnify, defend and hold harmless the TSO Indemnified Parties from and against all Indemnifiable Losses resulting from, arising out of, or relating to Customer's failure to obtain any consents required under Sections 2.1 and 8.2.

17.6 DEFENSE OF CLAIMS; SETTLEMENT. In the event a claim is made or suit is brought which is covered by the indemnities in this Article XVII, the Indemnified Party shall give the Indemnifying Party notice thereof promptly after becoming aware of such claim provided that the failure to provide such notice will not relieve the Indemnifying Party of any obligation unless and only to the extent that such failure actually prejudices the ability of the Indemnifying Party to control such claim. The Indemnifying Party shall, at its expense, thereafter assume all responsibility for any claim covered by the foregoing indemnity and the Indemnified Party shall provide reasonable assistance and cooperation during the defense or settlement of the claim.

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ARTICLE XVIII  
DISPUTE RESOLUTION

18.1 INTERNAL DISPUTE PROCESS. The Parties shall attempt to resolve any dispute, controversy or claim arising out of, relating to, or in connection with, this Agreement, or the interpretation, breach, termination or validity thereof (collectively, a "DISPUTE"), as follows:

(a) Upon either Party determining a Dispute exists, such Party shall notify the other Party in writing with a detailed account of the Dispute (the "DISPUTE NOTICE"). Such Dispute shall be fully discussed by the TSO and Account Manager in an attempt to achieve a resolution of such Dispute as promptly as possible so as not to prejudice either Party. If the TSO and Account Manager are unable to resolve such Dispute by mutual agreement within twenty (20) business days following the date of the Dispute Notice, such Dispute shall be submitted to the Customer's TSO and TSO's President of the SPS division for resolution. The Parties' managements shall meet and fully discuss such Dispute in an attempt to achieve a resolution of such Dispute as promptly as possible so as not to prejudice either Party.

(b) So long as TSO and Customer remain Affiliates, in the event that such Dispute shall not be so resolved by the Parties' managements within fifty (50) days from the date of the Dispute Notice, the Dispute shall be submitted to the AMR Executive Committee (or its successor). The AMR Executive Committee (or its successor) shall meet and fully discuss such Dispute in an attempt to achieve a resolution of such Dispute as promptly as possible so as not to prejudice either party. If such Dispute is not so resolved by the AMR Executive Committee (or its successor) within one hundred (100) days from the date of the Dispute Notice, the Parties shall be free to submit the Dispute to binding arbitration, as set forth in Section 18.1(c) below.

(c) If TSO and Customer are no longer Affiliates, in the event that such Dispute shall not be so resolved by the Parties' managements (and the AMR Executive Committee if the Parties are Affiliates) within the periods set forth above, the Dispute shall be submitted to binding arbitration pursuant to the American Arbitration Association ("AAA") commercial arbitration rules as in effect at the time of the submission of the Dispute to AAA. The Arbitration shall take place in Fort Worth, Texas or such other place as the Parties may mutually agree. The arbitration shall be conducted by a panel of three arbitrators (the "ARBITRATION PANEL"), one of which shall be appointed by TSO, the second appointed by Customer, and the third jointly appointed by the arbitrators appointed by TSO and Customer. TSO and Customer shall abide by and enforce any award rendered by the Arbitration Panel. The Parties intend that any Dispute will be resolved by application of the laws of the State of Texas and the terms of this Agreement. The Arbitration Panel's determination of facts shall be final and binding on TSO and Customer if there is substantial evidence in the record of such arbitration to support such determination. It being the intention of the Parties that the standard for any judicial review of the findings of award be the same standard as applies in the case of appeals to actions of administrative agencies in the State of Texas.

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18.2 CONTINUITY OF SERVICES. Both Parties 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.

18.3 EXPENSES. Each of Customer and TSO shall pay its own out-of-pocket expenses in connection with the conduct of the dispute resolution process set forth above. The costs and expenses of any arbitration, other than out-of-pocket expenses in connection therewith, shall be payable in accordance with the decision of the arbitration panel.

ARTICLE XIX  
FORCE MAJEURE

Except for the obligations to make payments hereunder, each Party shall be relieved of the obligations hereunder to the extent that performance is delayed or prevented by any cause beyond its reasonable control, including, without limitation, delays in or the unavailability or destruction required by the other Party, acts of God, public enemies, war, civil disorder, communications failures, fire, flood, explosion, labor disputes or strikes or any acts or orders of any governmental authority, failures or fluctuations in electrical power, heat, light, air conditioning or telecommunications equipment.

ARTICLE XX  
TERMINATION

20.1 TERMINATION FOR BREACH. In the event of certain breaches of this Agreement, TSO or Customer may terminate this Agreement in accordance with this Section 20.1, provided that Customer gives TSO notice of its intent to terminate within ninety (90) days after the date such breach occurred.

(a) Upon TSO's Aggregous Breach of this Agreement, Customer may terminate this Agreement, provided that Customer gives TSO seven (7) days' written notice of its intent to terminate and TSO fails to cure the breach within such seven (7) days and provided, further, that such cure period will be extended an additional seven (7) days if TSO believes its Customer a written plan to cure the breach. In some instances, unless TSO cures the Aggregous Breach, the termination shall be effective as of the first day following the end of the cure period or extended cure period as the case may be.

(b) Upon Customer's material breach of the obligations under this Agreement, TSO may terminate this Agreement on ten (10) days prior written notice to Customer of its intent to terminate and Customer fails to cure the breach within such ten (10) days.

(c) If either Party (i) is adjudicated bankrupt or insolvent by a court of competent jurisdiction, (ii) substantially ceases to do business as currently conducted, (iii) fails to pay its debts generally as they become due, or (iv) takes steps to declare bankruptcy, wind up, dissolve or liquidate (in each case, other than for the purposes of an reorganization, restructuring, or reorganization pursuant to which the surviving entity becomes bound by or assumes the obligations under this Agreement), or a receiver, trustee or similar officer is appointed over (or a claim holder takes possession of) all or a substantial part of such Party's property or assets, or anything similar to any of the foregoing occurs in

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relation to such Party under the laws of any jurisdiction, the non-defaulting Party may terminate this Agreement on notice to the defaulting Party.

20.2 REMEDIES FOR BREACH. Upon the occurrence of a breach of this Agreement as outlined in Section 20.1 above, the non-defaulting Party shall have the right, in addition to termination of the Agreement, to seek all legal and equitable remedies to which it is entitled, subject to the limitations of liability contained in Article XVI hereof.

ARTICLE XXI  
MISCELLANEOUS

21.1 ASSIGNMENT. (a) This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns. Notwithstanding this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any Party hereto without the prior written consent of the other Party, which may not be unreasonably withheld. Each Party shall respond in writing with its decision within thirty (30) days after receipt of a request for consent from the other Party; provided, however, that no 193 consent will be required for Customer's assignment (or deemed assignment) of this Agreement arising out of any transaction by which Customer becomes affiliated with TSG. For purposes of this Agreement, a change in Control of Customer shall be considered an assignment of Customer's rights and obligations.

(b) Customer's obligations under this Agreement shall continue and survive in the event of any sale, spin off or divestiture of Customer by its principal shareholder(s), any change in Control, or Customer's merger or consolidation with or into any Person. If any such merger or consolidation occurs, the survivor of any such merger or consolidation shall assume Customer's obligations and duties under this Agreement and shall be bound by the terms and conditions of this Agreement. In addition, if Customer should sell, divest, or spin off all or a substantial part of its assets or business, in a single transaction or series of related transactions, then the entity receiving free (or acquiring the business or assets of Customer in) such transaction shall assume, and be obligated to pay and perform Customer's obligations under this Agreement, and Customer shall not be released or discharged from the payment and performance of its obligations under this Agreement. Notwithstanding the foregoing, any change in the scope, nature, quantity, costs or quality of the Services, as a result of any of the described transactions, shall be subject to the change process set forth in Section 2.2 above. Further, TSG shall have the right to levy additional reasonable charges (which charges may include reasonable margins) commensurate with the actual costs associated with arising out of or in connection with any of the Control, a.o. spin, divestiture, merger, consolidation or similar transaction affecting Customer.

21.2 NOTICES. All notices, requests, demands, and other communications to be given or delivered under or by reason of the provisions of this Agreement shall be in writing and shall be deemed given when delivered personally, on the next business day when sent by overnight Federal Express, Express Mail or similar service, or the third business day after being mailed when mailed by certified or registered first class mail, return receipt requested, and upon receipt when sent by teletype or electronic mail with a confirmation copy by first class mail, to each Party at the following address:

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(or to such other address as that Party may have specified by notice given to the other pursuant to this provision):

If to 193:  
The SARRF Group, Inc.  
4255 Anson Carter Blvd., MD  
St. North, Texas 76155  
Attention: President, STS Division

With a copy to:  
The SARRF Group, Inc.  
Attn: General Counsel  
4255 Anson Carter Blvd., MD 4254  
St. North, Texas 76155

If to Customer:  
TeleService Resources, Inc.  
4355 Anson Carter Blvd., MD 4336  
St. North, Texas 76155  
Attention: President

With a copy to:  
TeleService Resources, Inc.  
4255 Anson Carter Blvd., MD 4254  
St. North, Texas 76155  
Attention: General Counsel

21.3 COUNTERPARTS. This Agreement may be executed in one or more counterparts all of which taken together will constitute one and the same instrument.

21.4 NO WAIVER. No delay or cessation of either Party hereto to exercise any right or power hereunder shall impair such right or power or be construed to be a waiver thereof. A waiver by either of the Parties hereto of any of the obligations to be performed by the other or any breach thereof shall not be construed to be a waiver of any succeeding breach thereof or of any other obligation herein contained.

21.5 ENTIRETY. The provisions of Sections 4.3, 13.1, 13.2, 15.4, 21.10, 24.11, 21.15 and Articles XI, XII, XIV, XVI, XVII and XVIII shall survive any expiration or termination of this Agreement.

21.6 SEVERABILITY. Whenever possible, each provision of this Agreement will be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision will be deemed restated to reflect the original intention of the Parties as nearly as possible in accordance with:

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applicable law, and, if capable of substantial performance, the remaining provisions of this Agreement shall be enforced as if this Agreement was entered into without the invalid portion.

21.7 PUBLICITY. Except as otherwise agreed, neither Party shall have any right to the other Party's trademarks, service marks, or trade names in connection with its product, service, or other publication, except that TSG may use Customer's name on TSG's client list and in reasonable business promotion efforts by TSG.

21.8 ENTIRE AGREEMENT. This Agreement together with all Schedules hereto, constitutes the entire agreement and understanding among the Parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings, oral or written, relating to such subject matter.

21.9 AMENDMENTS. This Agreement may be amended or modified only by a written instrument duly executed by or on behalf of each Party hereto.

21.10 GOVERNMENT LAW. THIS AGREEMENT SHALL BE GOVERNED BY ALL CONTRACTS AND EXPORTS IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO THE CONFLICTS OF LAW PRINCIPLES OF SUCH STATE.

21.11 COMPLIANCE WITH LAWS, EXPORT REGULATION. Customer will be responsible for obtaining any necessary government approvals, consents, licenses and/or permits to enable Customer to (a) export any products or technical data required for TSG's performance under this Agreement from the United 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. Dollars as required by this Agreement. Upon request, TSG will promptly provide Customer with any end-user certificates, affidavits regarding re-export or other certifications and documents as are reasonably available to TSG and required from TSG to obtain any such approvals, consents, licenses and/or permits. The obligations of TSG under this Agreement shall be conditioned on Customer's obtaining such approvals, consents, licenses and/or permits. Each Party shall bear all costs, fees and expenses associated with obtaining such approvals, consents, certificates, affidavits and other items for which it is responsible under this Agreement, and upon request will provide to the other evidence that any such items have been obtained and all fees have been paid. Notwithstanding anything in this Agreement to the contrary, Customer shall not directly or indirectly export (or re-export) any hardware, products, software, technical data or products thereof or permit re-export of same (a) to any country or destination for which the United States Government or a United States Government agency requires an export license or other approval for export without first having obtained such license or other approval, or (b) if otherwise contrary to United States law. The term "technical data" shall include via TSG Services and any technical assistance provided by TSG. This obligation shall survive the expiration or termination of this Agreement.

21.12 NO THIRD-PARTY BENEFICIARIES. The Parties agree that this Agreement is for the benefit of the Parties hereto and is not intended to confer any rights or benefits on any third party, including any employee of either Party hereto, and that there are no third party beneficiaries to this Agreement.

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21.13 SCHEDULES; GOVERNING DOCUMENTS. The terms and conditions of only and all Schedules to this Agreement, as amended from time to time by mutual agreement of the Parties, are incorporated into this Agreement by this reference and shall constitute a part of this Agreement as if fully set forth herein.

21.14 RELATIONSHIP OF THE PARTIES. TSG shall be and act as an independent contractor hereunder and no employee of either Party shall be deemed to be an employee of the other for any purpose whatsoever. Each Party shall comply, at its own expense, with all applicable state and municipal requirements and with all state and federal laws applicable to it as an employer and otherwise.

21.15 NON-SOLICITATION OF EMPLOYEES. During the term of this Agreement and for a period of one (1) year thereafter, neither party shall directly solicit for employment the other party's personnel.

(TEXT OMITTED - CONFIDENTIAL TREATMENT REQUIRED)

(TEXT OMITTED - CONFIDENTIAL TREATMENT REQUIRED)

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21.18 PAYMENT DISCREPANCIES. The Parties acknowledge and agree that Customer has been properly invoiced and has paid for all services received through the period ending December 31, 1997, and neither party shall be permitted to raise any claims of discrepancies with respect thereto.

(SIGNATURE PAGE FOLLOWS)

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IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by their authorized representatives as of the date first above written.

TRIGENATOR RESOURCES, INC.

THE STARR GROUP, INC.

By: Dix Guan

By: Tom Cook

Title: Vice Chairman

Title: President, SABRE Technology Solutions Division

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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SCHEDULE 1

DEFINITIONS

For the purpose of this Agreement, the following terms shall have the following meanings:

"AAA" shall mean the American Arbitration Association.

"ACCOUNT MANAGER" shall be the person appointed from time to time by TSG to consult with Customer and consider Customer's needs in connection with the performance of this Agreement.

"AFFILIATE" shall mean a person that directly or indirectly through one or more intermediaries controls, is controlled by, or is under common control with another person.

"AGREEMENT" shall have the meaning given in the preamble hereto.

"ARBITRATION PANEL" shall have the meaning 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.

"CHANGE IN CONTROL" means (a) the acquisition by any Person or group of Person of 50% or more of the outstanding shares of voting stock, or similar equity interest, of Customer, or (b) all or substantially all of the assets of Customer are sold in a single transaction or series of related transactions to any Person.

"CONFIDENTIAL INFORMATION" shall have the meaning given to such term in Section 14.1.

"CONSEQUENTIAL DAMAGES" means damages consisting of lost profits, lost income, or lost savings or consequential, indirect, special, or incidental damage (however described). Consequential Damages does not include any punitive or exemplary 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, more than fifty percent of the voting power attributable to the equity interests in such Person. ("Controlling" and "controlled" have correlative meanings.)

"CUSTOMER" shall have the meaning given in the preamble hereto.

"CUSTOMER DATA" shall mean (i) all data that is provided by or on 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 on behalf of TSG to Customer by means of the Services, and (iii) all data that is produced by means of the Services as a concomitant step to using or producing any such data, including databases and files containing such data.

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"CUSTOMER FACILITIES SPACE" shall have the meaning given in Section 7.2.

"CUSTOMER LICENSED SOFTWARE" shall mean the third party software licensed by Customer and used in the current data processing operations of Customer, and any additions to or replacements for such software and documentation.

"CUSTOMER OWNED SOFTWARE" shall mean software (to source code and object code form), and all related systems design and user documentation, which is owned by Customer and used in the current data processing operations of Customer, and any additions to or replacements for such software and documentation.

"CUSTOMER THIRD PARTY 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.

"DISPUTE NOTICE" shall have the meaning given to Section 18.1.

"EFFECTIVE DATE" shall mean July 1, 1996.

"MATERIAL BREACH" shall mean a material breach of contract that constitutes an intentional, unequivocal refusal to perform a material obligation of this Agreement that frustrates one or more purposes of the bargain between Customer and TSG to the extent that a (non-breaching) reasonable business person would not have entered into the Agreement or would not continue performing under the Agreement.

"EQUIPMENT" shall mean all office related equipment, telephone and fax/machine, supplies, including hardware, owned or leased by Customer and necessary for TSG to perform the Services.

"EXPIRATION DATE" shall mean the first to occur of: (TEXT OMITTED - CONFIDENTIAL TREATMENT REQUESTED).

"IMPLEMENTATION TRANSITION PERIOD" shall have the meaning given to Section 4.3.

"FEES" shall mean, collectively, the fees and charges paid to TSG by Customer for performance of Services as set forth in Article X.

"GENERAL DAMAGES" shall mean losses, claims, obligations, demands, assessments, fines and penalties (whether civil or criminal), liabilities, expenses and costs (including reasonable fees and disbursements of legal counsel and accountants), bodily and other personal injuries, damage to tangible property, and other damage, of any kind or nature, suffered or incurred by a Person. See also

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avoidance of doubt, "General Damages" includes not only the actual damages of a Person, but also punitive and exemplary damages and consequential damages of such Person.

"HARDWARE" shall mean computers and related equipment, including, but not limited to, central processing units and other processors, controllers, modems, communications and telecommunications equipment (including radio equipment), cables, storage devices, printers, terminals, other peripherals and input and output devices, and other tangible mechanical and electronic equipment intended for the processing, input, output, storage, manipulation, communication, transmission and retrieval of information and data.

"INDEMNIFIABLE LOSSES" shall mean losses, claims, obligations, benefits, assessments, fines and penalties (whether civil or criminal), liabilities, expenses and costs (including reasonable fees and disbursements of legal counsel and accountants), bodily and other personal injuries, damage to tangible property, and other damages, of any kind or nature, actually suffered or incurred by a Person. Indemnifiable losses consist only of the actual damages of a Person, and excludes any consequential damages and any punitive or exemplary damages (however described) of such Person. For the avoidance of doubt, the indemnifiable losses of an indemnified party shall include any consequential damages and any punitive or exemplary damages (however described) awarded against such indemnified party in favor of a Person making a Third Party Claim against such indemnified party.

"INDEMNIFIED PARTY" shall have the meaning given in Section 17.1.

"INDEMNIFYING PARTY" shall have the meaning given in Section 17.1.

"ISDN" shall have the meaning given in Section 5.3.

"NEW SERVICES" shall mean applications development and information management services, including data processing and information services, information management, training, electronic data processing and telecommunications systems that are not described in Schedule 3.1 that are mutually agreed upon by the Parties pursuant to Section 4.1. For purposes of Section 4.2, there shall be no requirement that the Parties mutually agree upon the Services pursuant to Section 4.1 for such Services to be considered "NEW SERVICES".

"NEW SERVICE REQUEST" 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;
- (b) A general description or functional specification of the New Services desired by Customer;
- (c) Any special 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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"PARTY" shall mean each of the signatories to the Agreement, and their successors and assigns as permitted by the agreement. ("PARTIES" has the correlative meaning).

"PASS THROUGH FEES" shall mean charges to TSG for certain services or products that it acquires from third parties to enable it (in part) to provide the Services, which charges TSG passes through as fees charged to Customer. The initial list of Pass Through Fees are identified in Schedule 10.3.

"PERSON" shall mean any individual, corporation, partnership, joint venture, trust, business association, governmental entity or other entity.

"SERVICES" shall mean the information management services, including data processing and information services, information management, training, electronic data processing and telecommunication systems and shall consist of the services described in Schedule 3.1 and New Services.

"SERVICE LOCATIONS" shall have the meaning given in Section 5.1.

"SOFTWARE" shall mean any computer programming code consisting of instructions or statements in a form readable by individual (source code) or machines (object code), and documentation and supporting materials therefor, in any form or media, including electronic code.

"SUBSIDIARY" shall mean, with respect to any Person, a corporation, company or other entity more than 50% of whose outstanding shares or securities (representing the right to vote for the election of directors or other managing authority) are now or hereafter owned or controlled, directly or indirectly, by such Person, but such corporation, company or other entity shall be deemed to be a subsidiary only so long as such ownership or control exists.

"TORT DAMAGES" shall mean bodily or personal injury or death or damage to real or tangible personal property.

"TSG INDEMNIFIED PARTIES" shall mean TSG, its Affiliates (other than Customer), and their respective officers, employees and directors.

"TSM" shall have the meaning given in Section 3.1.

"THIRD PARTY" means a Person other than a Party or either Party's Affiliates.

"THIRD PARTY CLAIM" shall mean a claim of liability asserted against a Party by a Person other than the other Party or either Party's Affiliates.

"THIRD PARTY SOFTWARE" means software owned by a Third Party and licensed to Customer or TSG and used in the performance of the Services.

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"TSG" shall have the meaning set forth in the preamble.

"TSG SOFTWARE" shall mean the Software owned or licensed by TSG and made available to Customer by TSG in connection with the performance of the Services.

INTERPRETIVE MATTERS

The Agreement is the result of the Parties' negotiations, and no provision of this Agreement shall be construed for or against either Party because of the authorship of that provision. In the interpretation of the Agreement, except where the context otherwise requires:

- 1. "including" or "include" does not denote or imply any limitation;
- 2. "or" has the inclusive meaning "and/or";
- 3. "and/or" means "or" and is used for emphasis only;
- 4. "\$" refers to United States dollars;
- 5. the singular includes the plural, and vice versa, and each gender includes each of the others;
- 6. captions or headings are only for reference and are not to be considered in interpreting the Agreement;
- 7. "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 Subsection's Section's, or Article's cross-reference to another Section or Article, the cross-referenced heading controls over the cross-referenced Section or Article number.

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SCHEDULE 5.1  
SERVICE LOCATIONS\*

TEXT OMITTED - CONFIDENTIAL TREATMENT REQUESTED.

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SCHEDULE 10.1  
DEBT AND CHARGES

TEXT OMITTED - CONFIDENTIAL TREATMENT REQUESTED.

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SCHEDULE 10.4  
DEBT THROUGH PERKS

TEXT OMITTED - CONFIDENTIAL TREATMENT REQUESTED.

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THIS AGREEMENT HAS CONFIDENTIAL PORTIONS OMITTED, WHICH PORTIONS HAVE BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION. OMITTED PORTIONS ARE INDICATED IN THIS AGREEMENT BY "TEXT OMITTED - CONFIDENTIAL TREATMENT REQUESTED."

EXECUTION COPY

SERVICES AGREEMENT

Between

AMR SERVICES CORPORATION

and

THE SAGE GROUP, INC.

Effective as of July 1, 1998

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SERVICES AGREEMENT

THIS SERVICES AGREEMENT, effective as of July 1, 1996 (the "Agreement"), between AMERICAN AIRLINES CORPORATION, a Delaware corporation ("Customer") and THE SABRE GROUP, INC., a Delaware corporation ("TSG").

W I T N E S S E T H :  
WHEREAS, TSG is engaged in the business of providing certain management and information processing services, including, but not limited to, systems development services, systems integration services, management of telecommunications systems, computer operation services, facilities management services, hardware and software maintenance services and related systems and services; and

WHEREAS, Customer and TSG desire to enter into a services agreement pursuant to which TSG shall provide to Customer the services described in this Agreement, on the terms and subject to the conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing and the covenants and agreements set forth herein, the parties hereto hereby agree as follows:

ARTICLE I  
DEFINITIONS

1.1 DEFINITIONS. All defined terms used in this Agreement shall have the meanings set forth in Schedule 1.1. Schedule 1.1 also sets forth various interpretive matters for this Agreement.

1.2 SCHEDULES. When this Agreement refers to a Schedule, such Schedule is deemed incorporated herein by reference for all purposes. All Schedules, as agreed to on or after the Effective Date, shall be deemed incorporated herein upon the complete execution thereof.

ARTICLE II  
TERM

2.1 TERM. Unless earlier terminated as provided herein, the term of this Agreement (the "TERM") shall commence on the Effective Date and shall end on the Expiration Date.

2.2 EXTENSIONS OF THE TERM. The Term shall be automatically extended for successive (NEXT) COMPUTING - CONFIDENTIAL IMPROVEMENT REQUESTED) after the Expiration Date, unless either party gives written notice of its intent not to renew the Agreement at least one hundred twenty (120) days prior to the date on which the Term or the then-current renewal period (as applicable) expires. Notwithstanding the above, if Customer and TSG become disaffiliated, either party shall have the option, in its sole and absolute discretion, at any time six (6) months following the disaffiliation to terminate this Agreement by giving six (6) months

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prior written notice to the other party; provided, however, that prior to the Expiration Date TSG may not terminate (except for reasons pursuant to Section 6.1) Services provided hereunder to the extent such Services are required for Customer to continue support of American Airlines, Inc.

ARTICLE III  
SERVICES

3.1 SERVICES. Subject to the terms and conditions of this Agreement, TSG shall perform the Services described in Schedule 3.1 for Customer.

3.2 CHANGES TO SCOPE OF SERVICES. In the event that Customer wishes to request modifications in the Services, including modifications, deletions and variations thereof, Customer shall submit such requests to TSG in writing. TSG will endeavor to within sixty (60) days for such shorter time as is reasonably practicable from receipt of Customer's written request for any such modification, determine the feasibility of such requests and provide Customer with a good faith estimate of the costs, if any, to Customer of such modifications. Upon mutual written agreement of the parties, TSG shall be responsible for implementing modification requests and Customer shall pay the agreed charges. If any, TSG will not be required to make any such modifications prior to the mutual execution of any such written agreement, and will continue to provide Services to Customer on the same basis as TSG did prior to Customer's request until such a written agreement is mutually executed.

3.3 MANAGEMENT OF TSG RESOURCES.

TSG shall have the right to manage all TSG resources used in providing the Services.

ARTICLE IV  
AUTHORIZATION OF NEW SERVICES;  
RELATED DOCUMENTS

4.1 PROCEDURES. Any and all New Services shall be authorized and directed as set forth below:

(a) Customer may deliver to TSG one or more New Service Requests. After receipt of a New Service Request, TSG shall prepare and deliver to Customer a proposal in response thereto as promptly as reasonably practicable. If TSG plans to charge Customer for preparation of any such proposal, it will so inform Customer in writing together with an estimate of the charges for preparation of the proposal. If TSG's estimate is accepted by Customer in writing, TSG shall then promptly commence preparation of the proposal. TSG may also prepare, on TSG's own initiative, and not in response to a New Service Request, New Service proposals for Customer's review; provided that TSG will not charge Customer for any fee or expense related to the preparation of such proposals, except upon the written consent of Customer.

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(b) After receipt of a new service proposal, Customer shall notify TSG in writing whether Customer desires to proceed at Customer's sole discretion with the work as specified therein or upon some modified basis.

(c) Upon Customer's acceptance of the terms of any New Service proposal, Customer and TSG shall execute a supplement to this Agreement reflecting mutually agreed terms and conditions (a "SUPPLEMENT TO AGREEMENT"), all of which shall be incorporated in this Agreement by reference. After execution of any Supplement, TSG shall proceed with the work specified therein upon the terms and conditions set forth therein and in this Agreement.

4.2 NEW SERVICES. Customer will allow TSG the same rights and opportunities to bid on any New Services (NEXT COMPUTED - CONFIDENTIAL IMPROVEMENT REQUESTED) as it provides to any other prospective provider of such New Services. If TSG chooses not to bid on the New Services, Customer shall award such New Services to TSG if TSG's bid is as favorable, in Customer's reasonable discretion, to Customer (in terms of cost, terms, functionality and time to market) as the best bid Customer receives.

4.3 EXPIRATION ASSISTANCE BY TSG. For a period of no more than one hundred and twenty (120) days before the Expiration Date or termination of any of the Services pursuant to Sections 2.1 or 2.2 (each period referred to as the "EXPIRATION TRANSITION PERIOD"), TSG will provide to Customer or its designee any and all expiration assistance reasonably requested by Customer to facilitate the orderly transfer of responsibility for the applicable Services to Customer or its designee. If no assistance requires TSG to utilize resources or incur expenses in addition to those already utilized in the performance of the Services, TSG shall so inform Customer in writing and indicate any supplemental charges to Customer for such resources. If accepted by Customer in writing, TSG will provide such incremental services and Customer will pay TSG for such incremental assistance on a time and materials basis at TSG's then-current rates for the Services performed hereunder and reimburse TSG for all additional expenses incurred by TSG in the performance of the expiration assistance. Prior to providing any of the foregoing expiration assistance to a Customer designee, TSG shall be entitled to receive from such designee, in form and substance reasonably acceptable to TSG, assurances that (i) such designee will maintain at all times the confidentiality of any TSG proprietary information, software or materials disclosed or provided to, or learned by, such designee in connection therewith, (ii) such designee will use such information, software or materials exclusively for purposes for which Customer is authorized to use such information, software or materials pursuant to this Agreement, and (iii) all fees and incremental charges due hereunder will be timely paid. Upon Customer's request, TSG shall provide confidential services for an initial sixty (60) days after expiration of any Expiration Transition Period, to be charged by TSG at TSG's then-current published standard rates for similar services.

ARTICLE V  
SERVICE LOCATIONS

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The charges set forth in this Agreement are based on the assumption that Services will continue to be provided by TSG to Customer at Customer's operations and service locations in existence as of July 1, 1996 as identified in Schedule 5.1 (the "SERVICE LOCATIONS"). Nothing in this Agreement shall prevent Customer from changing, consolidating, eliminating or adding after July 1, 1996 any Service locations, provided Customer will endeavor to provide TSG with at least one hundred and twenty (120) days prior written notice before any such change, consolidation, elimination or addition. If any such change, consolidation, elimination or addition causes no more than a de minimis increase in costs to TSG in the continuing performance of the Services, then there will be no adjustment in the charges hereunder. If, on the other hand, any such change, consolidation, elimination or addition causes more than a de minimis increase in costs to TSG in the continuing performance of the Services, TSG will promptly provide Customer with a good faith estimate of the timing, costs and expenses of making such change, consolidation, elimination or addition. TSG will make such change, consolidation, elimination or addition upon Customer's written approval of such estimate.

ARTICLE VI  
SUBCONTRACTING

6.1 TSG SUBCONTRACTORS. TSG may utilize subcontractors during the Term, subject to TSG remaining primarily liable for the performance of the Services and such subcontractors agreeing in writing to maintaining the confidentiality of Customer Data in accordance with Section 4.1. TSG will manage and monitor the performance of any such subcontractors.

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 dismiss, replace or reassign at any time, any member of the project staff hereunder.

6.3 INFORMATION SERVICES CONTRACT MANAGER. Customer shall appoint a contract coordinator to implement this Agreement (the "INFORMATION SERVICES CONTRACT MANAGER" or "ISCM"). The ISCM's responsibilities shall be to (a) serve as primary point of contact for TSG, (b) be responsible for the implementation, management and enforcement of the agreement on behalf of Customer, and (c) supervise performance of Customer's obligations under the Agreement. Customer will notify TSG in writing of its appointment of an ISCM and his/her successor.

ARTICLE VII  
CONFIDENTIAL INFORMATION

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7.1 SERVICES AND OTHER OBLIGATIONS. During the Term, Customer will provide TSG with all necessary and reasonable resources, information, direction and other assistance, as may be requested by TSG from time to time, in connection with the Services. TSG's performance of its obligations hereunder will be excused to the extent caused by Customer's failure to timely provide such necessary and reasonable resources, information, direction and other assistance.

7.2 CUSTOMER FACILITIES AND RELATED SERVICES. During the Term, for Services performed by TSG on site at Customer's facilities, Customer shall provide to TSG, at no cost to TSG, such access to and use of adequate space and facilities required for performance of the Services (collectively, the "CUSTOMER FACILITIES SPACE") for so long as and to the extent that the Customer Facilities Space is reasonably required by TSG to effectively perform the Services. Customer will also provide, at Customer's expense, all utilities, required internal cabling and electrical installations for TSG at the Customer facilities space and any service location in which the Services will be performed. Customer will provide TSG with legal and physical access to Customer's Facilities Space twenty-four (24) hours a day, seven (7) days a week, for purposes of performing the Services. Customer represents to TSG that all facilities provided by Customer under this Agreement are and shall remain free of liens and safety hazards. At all times when TSG uses space and related utilities and services in any Customer Facilities Space, TSG shall comply with the customary and reasonable policies governing access to and use of the facilities in effect from time to time, provided, however, that such policies shall not discriminate with respect to TSG or its employees, agents or contractors.

7.3 CUSTOMER RESALE OR PASS-THROUGH OF SERVICES. Other than as provided in Section 10.4, neither Customer nor its Affiliates may resell or otherwise provide any of the Services provided hereunder by TSG to any person other than a subsidiary of Customer, without the prior written consent of TSG.

7.4 INSURANCE. During the Term, Customer shall procure and maintain with insurers of recognized financial responsibility, Comprehensive General Liability and Aviation Insurance coverage, including contractual liability coverage pertaining to the indemnification obligations of Customer under Article XVII of this Agreement, with limits of not less than [REDACTED] DYNAMIC - CONFIDENTIAL TREATMENT REQUESTED, combined single limit per occurrence. If Customer and TSG are not affiliates, Customer shall annually provide TSG with evidence of such coverage with the following special provisions:

- 1. The insurer(s) shall accept and insure Customer's indemnification and hold harmless requirements pursuant to Article XVII of this Agreement.
- 2. Each of the TSG Indemnified Parties shall be included as an additional insured, to the extent of the Customer's indemnification and hold harmless obligations hereunder.
- 3. The insurer(s) shall waive any rights of subrogation they may or could have against any of the TSG Indemnified Parties, to the extent of the Customer's indemnification and hold harmless obligations hereunder.

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Services, and will provide written evidence of such consent to TSG upon TSG's request. Customer shall pay all costs and expenses associated with the Customer Licensed Software, including all required license, installation, maintenance and upgrade fees. The Customer Licensed Software will be made available to TSG in a form and on media compatible with the Equipment TSG is then operating on Customer's behalf, together with appropriate documentation and other materials.

8.2 CUSTOMER OWNED SOFTWARE. Customer will provide TSG with source code and source code for the Customer Owned Software, if any, necessary for TSG to perform the Services, together with any consents, approvals, or authorizations from third parties necessary for TSG to legally and physically access and use the Customer Owned Software, in both object code and source code form. For purposes of providing the Services, you will provide written evidence of such consent to TSG upon TSG's request. The Customer Owned Software will be available to TSG in a form and on media compatible with the equipment TSG is then operating on Customer's behalf, together with appropriate documentation and other materials and will be provided in a timely manner when required by TSG in the performance of the Services.

ARTICLE 9  
FEES AND CHARGES

9.1 FEES AND CHARGES. For each month during the Term, Customer shall pay TSG the Fees shown in Schedule 10.1, or may be adjusted as provided in Section 10.2. Except as otherwise agreed by the Parties in writing, Customer shall only be required to pay for Services described in Schedule 10.1 and provided by TSG pursuant to the Fee Schedule shown in Schedule 10.1.

9.2 ADJUSTMENT TO CHARGES. DYNAMIC - CONFIDENTIAL TREATMENT REQUESTED.

9.3 NEW SERVICES FEES. Unless otherwise agreed in writing by Customer and TSG, on consideration of TSG's provision of New Services, for each month during the Term, Customer shall pay to TSG the appropriate Fee determined using the uniform contract rates shown in Schedule 10.1, as the same may be adjusted pursuant to Section 10.2.

9.4 OTHER AMOUNTS PAYABLE. In addition to the Fees set forth above, TSG may also charge Customer for other amounts expressly payable to TSG under this Agreement. In addition, Customer shall retain responsibility for Pass Through Fees as otherwise specified in this Agreement.

9.5 OUT OF POCKET EXPENSES. For any Service which is provided by TSG personnel away from their principal location of business at Customer's request, Customer will pay or reimburse TSG for actual travel and incidental expenses incurred by TSG personnel in connection with the

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- 4. Such policy(ies) shall be primary without right of contribution from any insurance carried by TSG, to the extent of Customer's indemnification and hold harmless obligations hereunder.
- 5. Such insurance (i) shall not be invalidated with respect to any of the TSG Indemnified Parties by any action or inaction of Customer, and (ii) shall insure each of the TSG Indemnified Parties regardless of any breach or violation of such policy by Customer.
- 6. Such insurance policy(ies) may not be canceled or materially changed without at least thirty (30) days prior written notice to TSG.

ARTICLE VIII  
CUSTOMER RECEIVED RESOURCES

8.1 ONGOING CUSTOMER RESOURCES. During the Term Customer will provide to TSG, at no cost to TSG, access to and use of all of the Equipment necessary for performance of the Services. Customer shall be responsible for all on-going costs and expenses relating to the Equipment, including, without limitation, the Insurance, maintenance and taxes. TSG will from time to time provide its recommendations for (i) additions to the Equipment for improvement of the Services, and (ii) replacements of the Equipment for the maintenance of the Services at its existing levels. If Customer determines that replacements of the Equipment are not needed or declines to participate in the acquisition thereof to a degree unacceptable to TSG, TSG shall thereafter be relieved of any Service obligations under this Agreement for the affected Services, to the extent the failure to acquire replacements of the Equipment adversely affects TSG's ability to properly perform the services.

8.2 PAYMENT RESPONSIBILITY FOR CUSTOMER RECEIVED MATTERS. Customer shall be responsible for all accounts due to Third Parties with respect to the Equipment and other resources described in Section 8.1 and the Customer Third-Party Agreements and for any related charges (including late fees, interest, taxes and legal expenses) provided that TSG shall be responsible for any such charges (including late fees, interest, and legal expenses) payable primarily due to TSG's non-performance or mis-performance (unless as may be excused pursuant to Article XI) with respect to such Equipment and Customer Third-Party Agreements. TSG shall not be responsible for any act, omission, delay or default by vendors or other third parties in the course of performance of any Customer Third-Party Agreement.

ARTICLE IX  
SOFTWARE KNOWN FOR SERVICES

9.1 CUSTOMER LICENSED SOFTWARE. Customer hereby represents and warrants it will obtain any licenses, consents, approvals or authorizations from Third Parties necessary for TSG to legally and physically access and use any Customer Licensed Software necessary to perform the

performance of the Services hereunder; provided that such expenses are incurred in a manner consistent with TSG's own standard travel expense policies applicable to its own employees.

ARTICLE XI  
PAYMENT SCHEDULE

11.1 PAYMENT. TSG will submit an invoice to Customer for all Services provided hereunder on a monthly basis, containing a summary and detail of the relevant information to substantiate the fees and charges. Invoices shall be sent to Customer at 4235 Acorn Center Blvd., MD 4236, Ft. Worth, Texas 76155. Attn: Accounts Payable, or to such other address as Customer may advise in writing from time to time. All fees, expenses and other amounts payable or reimbursable by either Party to the other under this Agreement shall be paid or credited, respectively, in United States Dollars.

11.2 TIME OF PAYMENT. All sums due TSG under this Agreement will be due and payable within thirty (30) days after receipt by Customer of an invoice from TSG.

11.3 DISPUTED INVOICES. If Customer in good faith reasonably disputes an invoice for sums owed hereunder, the following shall apply:

- (a) If the disputed invoice is greater than or equal to the prior month's invoice, Customer shall pay TSG all undisputed amounts, but in no event less than ninety percent (90%) of the prior month's payment.
- (b) If the disputed invoice is less than the prior month's payment, Customer shall pay TSG all undisputed amounts, but in no event less than ninety percent (90%) of the disputed invoice; therefore, in such event and irrespective of the amount in dispute, Customer may not in respect of the disputed invoice withhold payment of any amount in excess of ten percent (10%).
- (c) In no event shall a Party's adherence to the provisions of this Section 11.3 be construed as constituting a waiver by either Party of any claim against the other Party.
- (d) All disputed amounts shall be resolved in accordance with the Dispute Resolution process set forth in Article XVII hereof.

11.4 LATE CHARGES. Following the period when TSG and Customer are no longer affiliates, any sum due TSG hereunder that is not paid when due shall bear interest from the date due until paid at a rate of interest equal to two percentage points (2%) per annum above the prime rate announced from time to time by the principal New York office of Citibank, N.A., but in no event to exceed the maximum rate of interest allowed by applicable law. Notwithstanding the above, interest shall not accrue on any past due sum during the period such sum has been reasonably disputed by Customer.

ARTICLE XII

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TAXES

12.1 ALLOCATION OF RESPONSIBILITY FOR CERTAIN TAXES. Customer shall be responsible for (and shall indemnify TSG for) national, federal, state and local sales, use, excise, value added, withholding, registration fees, stamp taxes and importation and custom duty taxes or similar taxes (including penalty and interest) imposed on TSG arising from this Agreement, excluding taxes imposed based on TSG's net income, and any additional tax imposed on TSG as a result of any reimbursement under this provision. All payments hereunder by Customer to TSG shall be made free and clear of and without deduction for any present or future taxes, levies, imposts, deductions, charges or withholdings, and all liabilities with respect thereto. If Customer shall be required by law to deduct any such amounts from or in respect of any tax payable hereunder, the net payable shall be increased to the extent necessary so that after making all required deductions TSG receives an amount equal to the sum it would have received had no such deductions been made.

12.2 PROPERTY TAXES. Each of TSG and Customer is responsible for the reporting and payment of any ad valorem taxes due on property owned by it or leased by it from a third party.

12.3 TAX CLAIMS. If TSG receives notice from any taxing authority with respect to an assessment or potential assessment or imposition of any tax or other amount that the Customer would be responsible for paying pursuant to Section 12.1 above, TSG shall promptly notify the Customer in writing of such notice, and shall, subject to Customer's reasonable direction, consent or permit the Customer to contest or compromise such proposed tax at Customer's expense. Subject to the reasonable discretion of the Customer, Customer may request TSG to apply, at Customer's expense, for a refund of taxes otherwise subject to indemnification under Section 12.1. In lieu of pursuing such a claim, TSG may assign its rights to the indemnifying party.

12.4 COOPERATION. Each Party shall cooperate as the other Party may reasonably request in minimizing costs incurred by the other Party in connection with this Agreement, provided, however, that a cooperating Party shall not be required to take any action that would be materially disadvantageous to its business or operations or would require it to incur material additional costs unless the requesting Party agrees to reimburse the cooperating Party for the incremental out-of-pocket costs. In the case of either Party, such cooperation shall include, without limitation, maintaining records as reasonably necessary for tax purposes, making such records available to the other Party for permitting the other Party to copy, at its expense, such records, and assisting in its possession and management with technical expertise available as reasonably necessary in connection with the preparation of any tax returns or any audit or tax contest or refund claim.

ARTICLE XIII:
PROPRIETARY RIGHTS AND LICENSES

13.1 TSG PROPRIETARY INFORMATION. TSG retains all rights, title and interest in and to any and all TSG Software and documentation, software development tools, know-how, methodologies, processes, technologies or algorithms used in providing the Services that are made available to

proprietary information of TSG or its Affiliates (other than Customer); or otherwise owned or licensed by TSG or its Affiliates (other than Customer).

13.2 CUSTOMER DATA. Information relating to Customer contained in Customer's data files ("CUSTOMER 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 sole purpose of performing the Services. Upon expiration or termination of this Agreement, the Customer Data shall, at Customer's written request and discretion, either be erased from the data files maintained by TSG or, within thirty (30) days from Customer's written request and expense, returned to Customer in TSG's then existing machine-readable format and media.

13.3 LICENSE TO TSG SOFTWARE. During the Term, TSG grants to Customer a limited, non-exclusive and non-transferable right and license to use the TSG Software in object code form only, strictly in accordance with the terms of this agreement. The rights hereby granted are limited to Customer's use of the TSG Software to the extent necessary to access and utilize the Services in connection with Customer's internal operation and no other use. Customer shall not: (i) make any modifications or alterations to the TSG Software; or (ii) reverse engineer, disassemble, compile, reverse compile or decompile the TSG Software. If any Third Party Software is incorporated in TSG Software as licensed to Customer on a stand-alone basis or is otherwise provided in connection with the Services provided hereunder, and TSG must pay a royalty or license fee to the licensor of such Third Party Software in order to make such Third Party Software available to Customer, Customer will repay such amount to TSG upon demand. If TSG must pay any Third Party a royalty or license fee for publication or distribution or otherwise granting access to or use of any such TSG Software to Customer, then Customer will also reimburse TSG the amount of any such royalty or license fee. Customer will notify TSG in writing of any proposed change in Control of Customer as soon as practicable but in no event less than thirty (30) days in advance of such change in Control. TSG will use reasonable efforts to advise Customer within such thirty (30) day period of any royalty or license fees that will become due and payable to the licensor or distributor of any Third Party Software arising out of the change in Control. Customer shall have the option to terminate that portion of the Services which require the payment of any such additional royalty or license fees; provided, however, that such election must occur prior to the actual change in Control.

13.4 SUBLICENSE. Customer shall not transfer or sublicense the TSG Software or any component thereof to any person, whether by operation of law or otherwise, without the prior written consent of TSG. Notwithstanding the foregoing sentence, from and after the date of the complete execution of this Agreement as set forth on the signature page, Customer shall have the right to resell TSG Services to third parties only if, prior to reselling any TSG Services to any third party, Customer enters into a written agreement with such third party which contains: (i) warranty disclaimers, limitations of liability and indemnification provisions in the form substantially similar to that set forth in Schedule 3.4 hereto, (ii) Customer maintaining the insurance required pursuant to Section 7.9 above, and (iii) a prohibition of the further resale of TSG Services by such third party. Customer shall provide TSG with copies of such written agreements immediately upon request by TSG, and in the event that TSG reasonably determines that any such agreement does not comply with the provisions of this Section 13.4 or if TSG otherwise reasonably believes that it is not adequately protected in connection

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with the potential liability arising from the Customer's resale of TSG Services, TSG may (and shall) revoke Customer's right to resell TSG Services to any or all third parties.

ARTICLE XIV:
CONFIDENTIALITY

14.1 CONFIDENTIAL INFORMATION. As of the effective date, and except as otherwise provided in this Agreement, TSG and Customer each agree that all information communicated to it by the other, including, without limitation, the terms of this Agreement, which the recipient party knows or has reason to know is the confidential or proprietary information of the disclosing party ("CONFIDENTIAL INFORMATION") will be received in strict confidence, will be used only for purposes of this Agreement, and will not be disclosed by the recipient party to its agents, consultants, employees without the prior written consent of the other Party. TSG and Customer each agree to use the same means it uses to protect its own confidential information, but in any event not less than reasonable means, to prevent the disclosure of the Confidential Information to outside parties. However, neither TSG nor Customer shall be prevented from disclosing information which belongs to such Party or is (a) already known by the recipient Party without an obligation of confidentiality; (b) publicly known or becomes publicly known through no unauthorized act of the recipient Party; (c) rightfully received from a third party without an obligation of confidentiality; (d) independently developed without use of the other Party's Confidential Information; (e) approved by the other Party for disclosure; or (f) required to be disclosed pursuant to a requirement of a governmental agency or law, if the disclosing Party provides the other Party with notice of this requirement prior to disclosure. Notwithstanding the foregoing, Customer shall be entitled to disclose the terms of this Agreement to any potential purchaser of all or substantially all of the stock or assets of Customer; provided, that any such potential purchaser undertakes to treat the Confidential Information as confidential with use and disclosure restrictions at least as strict as those in this Section 14.1.

14.2 GENERAL KNOWLEDGE. Either Party may advance its generalized knowledge and experience during the Term and may already possess or hereafter obtain concepts, data, discoveries, ideas, information, inventions, know-how, knowledge, methodologies, processes, products, skills, techniques and/or other work product, whether or not patentable, that are generally similar to Confidential Information it may receive under this Agreement. This Agreement shall not be interpreted as limiting either Party's right to develop, disclose, display, market, obtain, own, publish, provide, release, sell, transfer and/or use, in any manner whatsoever, any such generalized knowledge and experience and/or any such concepts, provided, however, that the Parties shall in all events comply with Section 14.1. Further, each Party shall be free to use the ideas, concepts or know-how it develops in connection with the Services that are in non-assignable form and may be retained by the Party's respective employees. Either Party may acquire, license, market, distribute, develop for itself or others, or have others develop for it, similar technology performing the same or similar functions as the technology contemplated by this Agreement.

ARTICLE XV:
WARRANTIES

15.1 MUTUAL WARRANTIES. Each Party represents and warrants to the other that: (i) it is a corporation duly organized and validly existing and in good standing under the laws of its jurisdiction of formation and/or place of principal business; (ii) the performance of its obligations hereunder has been duly authorized by all necessary corporate action; (iii) this Agreement is a legal, valid and binding obligation enforceable against it in accordance with the laws of the state of California; (iv) it is not bankrupt, insolvent, reorganized, liquidated and other like and equitable principle relating to or affecting the enforcement of creditors' rights generally as they may be applied in the event of the bankruptcy, insolvency, reorganization, reorganization or liquidation of, or the appointment of a receiver with respect to the property of, or a similar event applicable to, such Party; (v) neither the execution and delivery of this Agreement nor the performance of any of its obligations hereunder, nor the continuation of any of the transactions contemplated hereby, will violate any agreement to which it is a party or any provision of its Certificate of Incorporation, Articles of Incorporation, by-law or other document of corporate governance, nor any applicable law, regulation, rule, judgment, order or decree; and (vi) it has duly obtained or made all consents, approvals or authorizations of, or registrations, declarations or filings with, any governmental authority which are required as a condition to the valid execution, delivery and performance of this Agreement on its part.

15.2 NO OTHER REPRESENTATIONS OR WARRANTIES. THE WARRANTIES SPECIFIED HEREIN ARE THE ONLY WARRANTIES MADE BY TSG WITH RESPECT TO THE SERVICES. EXCEPT AS OTHERWISE SPECIFICALLY SET FORTH AND PROVIDED "AS IS" AND "WITH ALL FAULTS," THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR CONSTRUCTION, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR INTENDED USE OR ANY IMPLIED WARRANTIES ARISING OUT OF COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE. NO REPRESENTATION OR OTHER AFFIRMATION OF VALUE WHICH IS NOT CONTAINED IN THIS AGREEMENT, INCLUDING WITHOUT LIMITATION STATEMENTS REGARDING CAPACITY, RELIABILITY, NON USE, OR PERFORMANCE OF THE HARDWARE COMPONENTS, SOFTWARE OR DATA, OR RELATING TO THE SERVICES, WHETHER MADE BY TSG OR OTHERWISE, SHALL BE DEEMED TO BE A WARRANTY FOR ANY PURPOSE OR GIVE RISE TO ANY LIABILITY OF TSG.

ARTICLE XVI:
LIMITING OF LIABILITY

16.1 INTENDED ALLOCATION OF RISKS. The allocation of risks between the Parties, and the limitations on the Parties' liabilities and remedies, set forth in this Article XVI and elsewhere in this Agreement are specifically intended by the Parties, as part of their bargain (i.e., part 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.

16.2 NO LIABILITY FOR ORDINARY NEGLIGENCE. IN NO EVENT WILL TSG BE LIABLE TO CUSTOMER FOR ANY GENERAL DAMAGES ARISING OUT OF OR IN CONNECTION

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WITH THIS AGREEMENT OR THE PERFORMANCE OR NON-PERFORMANCE OF THE SERVICES, UNLESS SUCH LOSS, LIABILITY, DAMAGE OR EXPENSE SHALL BE DUE TO THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF TSO.

16.3 NO CONSEQUENTIAL DAMAGES. IN NO EVENT SHALL TSO BE LIABLE FOR CUSTOMER'S CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OF THE SERVICES, EVEN IF TSO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. HOWEVER, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY DIRECTIVE OR INCIDENTAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT.

16.4 LIMITATION OF LIABILITY FOR GROSS NEGLIGENCE. TSO'S LIABILITY ARISING UNDER OR RELATING IN ANY MANNER TO THIS AGREEMENT FOR GENERAL DAMAGES RESULTING FROM TSO'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT IN THE PERFORMANCE OF THE SERVICES SHALL BE LIMITED AS FOLLOWS: (ONLY APPLICABLE - CONFIDENTIAL MANAGEMENT PROGRAMS)

16.5 TIME FOR CLAIMS. A Party may assert or make a claim against the other Party for any breach of this Agreement, or for that other Party's liability under this Agreement (including an Indemnification Claim), only within two years after the breach or other event constituting the basis for such claim occurred, even if not discovered until after that two-year period. Nevertheless, the two-year limit on the time for asserting or making any claim shall not apply to a claim (including an indemnification claim) based on a Third-Party Claim.

16.6 REMEDY LIMITED. To the extent that any monetary relief available under this Agreement is not an adequate remedy for any breach of this Agreement, or upon any breach or impending breach of Sections 13.3, 13.4, 14.1, or 14.5, the non-breaching Party shall be entitled to injunctive relief as a remedy for that breach or impending breach by the other party, in addition to any other remedies granted to the non-breaching Party in this Agreement. That injunctive relief may be sought through arbitration in accordance with the Dispute Resolution Procedure.

16.7 EXCLUSIVE REMEDIES. The remedies described in this Agreement are the exclusive rights and remedies of a Party regarding any breach of this Agreement or any claim the subject of a claim for liability under or relating to this Agreement.

16.8 NONCUMULATIVE REMEDIES. If a particular remedy 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 exclusive remedy upon such a breach or event. Nevertheless, if more than one remedy for such a breach or event is specified in this Agreement, the Party entitled to a remedy must elect or choose between the specified remedies, and may not combine or exercise multiple remedies, upon such a breach or event. Nothing in this Article XVI shall affect any liability of a Party for Tort Damages or Indemnifiable Losses under Article XVII.

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The rights and remedies stated in this Section 17.3 constitute the sole and exclusive remedies of Customer, and TSO's entire liability, with respect to any Third-Party Claims of infringement or misappropriation.

17.3 CUSTOMER INDEMNIFICATION. Customer shall indemnify, defend, and hold harmless the TSO Indemnified Parties from and against all Indemnifiable Losses resulting from infringement or relating to Customer's rendering or providing of any services to a third party in which Customer uses TSO's Services or TSO Software to provide such services.

17.4 AIRLINE INCIDENT INDEMNIFICATION. Customer (as the Indemnifying Party), shall indemnify, defend and hold harmless the TSO Indemnified Parties from and against any and all Indemnifiable Losses resulting from, arising out of, or relating to any Airline Incident. For the avoidance of doubt, Customer's indemnification obligations in connection with this Section 17.4 extend to, and TSO shall have no liability whatsoever in connection with, any incidental, indirect, special, exemplary or consequential damages, including loss of use, loss of data, loss of profits or loss of business, incurred by Customer, any of Customer's subcontractors present to Section 17.4, or any third party as a result of or in connection with any Airline Incident. The Parties intend that the TSO Indemnified Parties be indemnified notwithstanding any liability that TSO might otherwise have under Section 17.1 relating to any Airline Incident.

17.5 CUSTOMER CONSENTS AND SUBROGATION. Customer shall indemnify, defend and hold harmless the TSO Indemnified Parties from and against all Indemnifiable Losses resulting from, arising out of, or relating to any results of TSO Services Plans as contemplated by Section 13.5.

17.6 DEFENSE OF CLAIMS; SETTLEMENT. In the event a claim is made or suit is brought which is covered by the Indemnities in this Article XVII, the Indemnified Party shall give the Indemnifying Party notice thereof promptly after becoming aware of such claim provided that the failure to provide such notice will not relieve the Indemnifying Party of any obligation unless and only to the extent that such failure actually prejudices the ability of the Indemnifying Party to contest such claim. The Indemnifying Party shall, at its expense, thereafter assume all responsibility for any claim covered by the foregoing indemnity and the Indemnified Party shall provide reasonable assistance and cooperation during the defense or settlement of the claim.

ARTICLE XVII: DISPUTE RESOLUTION

18.1 INTERNAL DISPUTE PROCESS. The Parties shall attempt to resolve any dispute, controversy or claim arising out of, relating to, or in connection with, this Agreement, or the interpretation, breach, termination or validity thereof (collectively, a "DISPUTE"), as follows:

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18.5 WAIVER OF REMEDIES. No forbearance, delay, or indulgence by a Party in enforcing this Agreement, within the applicable time limits stated in this Agreement, shall prejudice the rights or remedies of that Party. No waiver of a Party's rights or remedies regarding a particular breach of, or occurrence of any other event described in, this Agreement constitutes a waiver of those rights or remedies, or any other rights or remedies, regarding any other or any subsequent breach of, or occurrence of any other event described in, this Agreement.

ARTICLE XVII: INDEMNIFICATION

17.1 GENERAL INDEMNIFICATION. Subject to the limitations set forth in Section 16.4, each Party shall indemnify, defend and hold harmless the other party hereof, their respective officers, employees and directors (the "INDEMNIFIED PARTY") from and against any and all losses, damages which arises out of the negligence, gross negligence or willful misconduct of the indemnifying party ("INDEMNIFYING PARTY"), its agents, employees or contractors in connection with the Indemnifying Party's performance of this Agreement.

17.2 INTENTIONAL PROPRITY INDEMNIFICATION BY TSO. TSO shall indemnify, defend, and hold harmless Customer from and against any and all Indemnifiable Losses arising out of, or relating to any claim by a third party that any TSO Software provided under this Agreement infringes a currently existing United States copyright, misappropriates a trade secret, or willfully infringes a United States patent. TSO shall not indemnify Customer, however, if the claim of infringement or misappropriation is caused by:

- (a) Customer's misuse or modification of the TSO Software.
(b) Customer's failure to use corrections or enhancements made available by TSO.
(c) Customer's use of such item in combination with any product or information not owned, developed or provided by TSO, except as authorized in writing by TSO.
(d) Any information, direction, specification, materials or software provided by Customer or any third party.

If any such TSO Software is, or in TSO's opinion is likely to be, held to constitute an infringing product, TSO shall, at its expense and option, either:

- (x) Procure the right for Customer to continue using such TSO Software.
(y) Replace such TSO Software with a non-infringing equivalent software, or
(z) Modify such TSO Software to make it non-infringing.

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(a) Upon either Party determining a Dispute exists, such Party shall notify the other Party in writing with a detailed account of the Dispute (the "DISPUTE NOTICE"). Such Dispute shall be fully discussed by the ISOM and Account Manager in an attempt to achieve a resolution of such Dispute as promptly as possible so as not to prejudice either Party. If the ISOM and Account Manager are unable to resolve such Dispute by mutual agreement within twenty (20) business days following the date of the Dispute notice, such Dispute shall be submitted to the Customer's TSO and ISOM's breeder of the TSO Division for resolution. The Parties' management shall meet and fully discuss such Dispute in an attempt to achieve a resolution of such Dispute as promptly as possible so as not to prejudice either Party.

(b) So long as TSO and Customer remain Affiliates, in the event that such Dispute shall not be as resolved by the Parties' managements within fifty (50) days from the date of the Dispute Notice, the Dispute shall be submitted to the AMR Executive Committee (or its successor). The AMR Executive Committee (or its successor) shall meet and fully discuss such Dispute in an attempt to achieve a resolution of such Dispute as promptly as possible so as not to prejudice either party. If such Dispute is not so resolved by the AMR Executive Committee (or its successor) within one hundred (100) days from the date of the Dispute Notice, the Parties shall be free to submit the Dispute to binding arbitration as set forth in Section 18.1(c) below.

(c) If TSO and Customer are no longer Affiliates, in the event that such Dispute shall not be as resolved by the Parties' managements (and the AMR Executive Committee if the Parties are Affiliates) within the periods set forth above, the Dispute shall be submitted to binding arbitration pursuant to the American Arbitration Association ("AAA") commercial arbitration rules as in effect at the time of the submission of the Dispute to AAA. The arbitration shall take place in Fort Worth, Texas or such other place as the Parties may mutually agree. The arbitrator shall be appointed by a panel of three arbitrators (the "ARBITRATION PANEL"), one of which shall be appointed by TSO, the second appointed by Customer, and the third jointly appointed by the arbitrators appointed by TSO and Customer. TSO and Customer shall abide by and perform any award rendered by the Arbitration Panel. The Parties intend that any Dispute will be resolved by application of the laws of the State of Texas and the terms of this agreement. The Arbitration Panel's determination of facts shall be final and binding on TSO and Customer if there is substantial evidence in the record of such arbitration to support such determination, it being the intention of the Parties that the standard for any judicial review of the findings of award be the same standard as applies in the case of appeals to actions of administrative agencies in the State of Texas.

18.2 CONTINUITY OF OBLIGATIONS. Both Parties 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.

18.3 COSTS. Each of Customer and TSO shall pay its own one of pocket expenses in connection with the conduct of the dispute resolution process set forth above. The costs and expenses of any arbitration, other than out-of-pocket expenses in connection therewith, shall be payable in accordance with the decision of the Arbitration Panel.

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Except for the obligations to make payments hereunder, each Party shall be relieved of the obligations hereunder to the extent that performance is delayed or prevented by any cause beyond its reasonable control, including, without limitation, delays in or the withholding of decisions required by the other Party, acts of God, public enemies, war, civil disorder, communications failures, fire, flood, explosion, labor disputes or strikes or any acts or orders of any governmental authority, failures or fluctuations in electrical power, heat, light, air conditioning or telecommunications equipment.

ARTICLE XX  
TERMINATION

20.1 TERMINATION FOR BREACH. In the event of certain breaches of this Agreement, TSG or Customer may terminate this Agreement in accordance with this Section 20.1, provided that Customer gives TSG notice of its intent to terminate within ninety (90) days after the date such breach occurred.

(a) Upon TSG's material breach of this Agreement, Customer may terminate this Agreement, provided that Customer gives TSG seven (7) days' written notice of its intent to terminate and TSG fails to cure the breach within such seven (7) days; and provided, further, that such cure period will be extended an additional seven (7) days if TSG delivers to Customer a written plan to cure the breach. In both instances, unless TSG cures the material breach, the termination shall be effective as of the first day following the end of the cure period or extended cure period as the case may be.

(b) Upon Customer's material breach of its obligations under this Agreement, TSG may terminate this Agreement no ten (10) days prior written notice to Customer of its intent to terminate and Customer fails to cure the breach within such ten (10) days.

(c) If either Party (i) is adjudicated bankrupt or insolvent by a court of competent jurisdiction, (ii) substantially ceases to do business as currently conducted, (iii) fails to pay its debts generally as they become due, or (iv) ceases steps to declare bankruptcy, wind up, dissolve or liquidate (in each case, other than for the purposes of an reorganization, restructuring, or reconstruction agreement to which the surviving entity becomes bound by or assumes the obligations under this Agreement), or a receiver, trustee or similar officer is appointed over (or a lien holder takes possession of) all or a substantial part of such Party's property or assets, or anything similar to any of the foregoing occurs in relation to such Party under the laws of any jurisdiction, the non-defaulting Party may terminate this Agreement on notice to the defaulting Party.

20.2 REMEDIES FOR BREACH. Upon the occurrence of a breach of this Agreement as outlined in Section 20.1 above, the non-defaulting Party shall have the right, in addition to termination of the Agreement, to seek all legal and equitable remedies to which it is entitled, subject to the limitations of liability contained in Article IV of hereof.

21.1 ASSIGNMENT. (a) This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the Parties hereto, and their respective successors and permitted assignees. Notwithstanding this Agreement for any of the rights, interests or obligations hereunder shall be assigned by any Party hereto without the prior written consent of the other Party, which may not be unreasonably withheld. Each Party shall respond in writing with its decision within thirty (30) days after receipt of a request for consent from the other Party; provided, however, that no TSG consent will be required for Customer's assignment for deemed assignment of this Agreement arising out of any transaction by which Customer becomes identified with TSG. For purposes of this Agreement, a Change in Control of Customer shall be considered an assignment of Customer's rights and obligations.

(b) Customer's obligations under this Agreement shall continue and survive in the event of any sale, spin off or divestiture of Customer by its principal shareholder(s), any Change in Control, or Customer's merger or combination with or into any Person. If any such merger or combination occurs, the survivor of any such merger or combination shall assume Customer's obligations and duties under this Agreement and shall be bound by the terms and conditions of this Agreement. In addition, if Customer should sell, divest, or spin off all or a substantial part of the assets or business, in a single transaction or series of related transactions, then the entity resulting from (or acquiring the business or assets of) Customer in such transaction shall assume, and be obligated to pay and perform Customer's obligations under this Agreement, and Customer shall not be released or discharged from the payment and performance of its obligations under this Agreement. Notwithstanding the foregoing, any change in this scope, nature, quantity, costs or quality of the Services, as a result of any of the described transactions, shall be subject to the change process set forth in Section 1.3 above. Further, TSG shall have the right to levy additional reasonable charges (which charges may include reasonable margins) commensurate with the actual costs associated with, arising out of or in connection with any of the Change in Control, such as, spin, divestiture, merger, consolidation or other transaction affecting Customer.

21.2 NOTICES. All notices, requests, demands, and other communications to be given or delivered under or by reason of the provisions of this Agreement shall be in writing and shall be deemed given when delivered personally, on the next business day when sent by overnight Federal Express, express mail or similar service, on the third business day after being mailed when mailed by certified or registered first class mail, return receipt requested, and upon receipt when sent by teletype or electronic mail with a confirmation copy by first-class mail, to each Party at the following address (or to such other address as that Party may have specified by notice given to the other pursuant to this provision):

If to TSG:  
The BARR Group, Inc.  
4335 Anson Carter Blvd., MD  
Fort Worth, Texas 76155

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Attention: President, STS Division

With a copy to:  
The BARR Group, Inc.  
Attn: General Counsel  
4335 Anson Carter Blvd., MD 4204  
Ft. Worth, Texas 76155

If to Customer:  
AMS Services Corporation  
4335 Anson Carter Blvd., MD 4235  
Fort Worth, Texas 76155  
Attention: President

With a copy to:  
AMS Services Corporation  
4335 Anson Carter Blvd., MD 4235  
Ft. Worth, Texas 76155  
Attention: General Counsel

21.3 COUNTERPARTS. This Agreement may be executed in one or more counterparts all of which taken together will constitute one and the same instrument.

21.4 NO WAIVER. No delay or omission by either Party beyond its control to exercise any right or power hereunder shall impact such right or power or be construed to be a waiver thereof. A waiver by either of the Parties hereof of any of the obligations to be performed by the other or any breach thereof shall not be construed to be a waiver of any succeeding breach thereof or of any other obligation herein contained.

21.5 SURVIVAL. The provisions of Sections 4.1, 13.1, 13.2, 14.2, 21.10, 21.11, 21.14 and Articles VI, XII, XIV, XVI, XVII and XVIII shall survive any expiration or termination of this Agreement.

21.6 SEVERABILITY. Whenever possible, each provision of this Agreement will be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision will be deemed reinstated to reflect the original intentions of the Parties as nearly as possible in accordance with applicable law, and, if capable of substantial performance, the remaining provisions of this Agreement shall be enforced as if this Agreement was entered into without the invalid provision.

21.7 MISCELLANY. Except as otherwise agreed, neither Party shall have any right to the other Party's trademarks, service marks, or trade names in connection with any product, service, promotion

or publication, except that TSG may use Customer's name on TSG's client list and in reasonable business promotion efforts by TSG.

21.8 ENTIRE AGREEMENT. This Agreement together with all Schedules hereto, constitutes the entire agreement and understanding among the Parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings, oral or written, relating to such subject matter.

21.9 AMENDMENTS. This Agreement may be amended or modified only by a written instrument duly executed by or on behalf of each Party hereto.

21.10 GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY THE CONTRACT LAW PROVIDED IN THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO THE CONFLICTS OF LAW PRINCIPLES OF SUCH STATE.

21.11 COMPLIANCE WITH LAWS; EXPORT REGULATION. Customer will be responsible for obtaining any necessary government approvals, consents, licenses and/or permits to enable Customer to (a) export any products or technical data required for TSG's performance under this Agreement from the United States or any other country of origin, (b) report such products and technical data into any other country, and (c) pay TSG all amounts in U.S. Dollars as required by this Agreement. Upon request, TSG will promptly provide Customer with any and user certificates, affidavits regarding re-export or other certifications and documents as are reasonably available to TSG and required from TSG to obtain any such approvals, consents, licenses and/or permits. The obligations of TSG under this Agreement shall be limited to Customer's obtaining such approvals, consents, licenses and/or permits. Each Party shall bear all costs, fees and expenses associated with obtaining such approvals, consents, certificates, affidavits and other items for which it is responsible under this Agreement, and upon request will provide to the other evidence that any such items have been obtained and all fees have been paid. Notwithstanding anything in this Agreement to the contrary, Customer shall not directly or indirectly export (or re-export) any hardware, products, software, technical data or products thereof or permit unavailability of same (a) to any country or destination for which the United States Government or United States Government agency requires an export license or other approval for export without first having obtained such license or other approval, or (b) if otherwise contrary to United States law. The term "technical data" shall include the TSG Services and any technical assistance provided by TSG. This obligation shall survive the expiration or termination of this Agreement.

21.12 NO THIRD-PARTY BENEFICIARIES. The Parties agree that this Agreement is for the benefit of the Parties hereto and is not intended to confer any rights or benefits on any third party, including any employee of either Party hereto, and that there are no third-party beneficiaries to this Agreement.

21.13 SCHEDULES; GOVERNING DOCUMENTS. The terms and conditions of any and all Schedules to this Agreement, as amended from time to time by mutual agreement of the Parties, are

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Incorporated into this Agreement by this reference and shall constitute a part of this Agreement as if fully set forth herein.

21.14 RELATIONSHIP OF THE PARTIES. TSG shall be and act as an independent contractor hereunder and no employee of either Party shall be deemed to be an employee of the other for any purpose whatsoever. Each Party shall comply, at its own expense, with all applicable state and municipal requirements and with all state and federal laws applicable to it as an employer and otherwise.

21.15 NON SOLICITATION OF EMPLOYEES. During the Term of this Agreement and for a period of one (1) year thereafter, Customer shall not directly solicit for employment TSG's personnel.

[TEXT OMITTED - CONFIDENTIAL TREATMENT REQUESTED].

[TEXT OMITTED - CONFIDENTIAL TREATMENT REQUESTED].

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by their authorized representatives as of the date first above written.

AMR SERVICES CORPORATION

THE STARR GROUP, INC.

By: Jim Gunn  
Title: Vice Chairman

By: Tom Cook  
Title: President, SABRE Technology Solutions Division.

Date:

Date:

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SCHEDULE 1  
DEFINITIONS

For the purpose of this Agreement, the following terms shall have the following meanings:

"AAA" shall mean the American Arbitration Association.

"ACCOUNT MANAGER" shall be the person appointed from time to time by TSG to consult with Customer and consider Customer's needs in connection with the performance of this Agreement.

"AFFILIATE" shall mean a person that directly or indirectly through one or more intermediaries controls, is controlled by, or is under common control with another person.

"AGREEMENT" shall have the meaning given in the preamble hereto.

"ARBITRATION PANEL" shall have the meaning 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.

"CHANGE IN CONTROL" means (a) the acquisition by any Person or group of Person of 50% or more of the outstanding shares of voting stock, or similar equity interest, of Customer, or (b) all or substantially all of the assets of Customer are sold in a single transaction or series of related transactions to any Person.

"CONFIDENTIAL INFORMATION" shall have the meaning given to such term in Section 14.1.

"CONSEQUENTIAL DAMAGES" means damages consisting of lost profits, lost income, or lost savings or consequential, indirect, special, or incidental damage (however described). Consequential Damages does not include any punitive or exemplary 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, more than fifty percent of the voting power attributable to the equity interests in such Person. ("Controlling" and "controlled" have correlative meanings.)

"CUSTOMER" shall have the meaning given in the preamble hereto.

"CUSTOMER DATA" shall mean (i) all data that is provided by or on 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 on behalf of TSG to Customer by means of the Services, and (iii) all data that is produced by means of the Services as a intermediate step in using or producing any such data, including databases and files containing such data.

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"CUSTOMER FACILITIES SPACE" shall have the meaning given in Section 7.2.

"CUSTOMER LICENSED SOFTWARE" shall mean the third party software licensed by Customer and used in the current data processing operations of Customer, and any additions to or replacements for such software and documentation.

"CUSTOMER OWNED SOFTWARE" shall mean software (to source code and object code form), and all related systems design and user documentation, which is owned by Customer and used in the current data processing operations of Customer, and any additions to or replacements for such software and documentation.

"CUSTOMER THIRD PARTY 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.

"DISPUTE NOTICE" shall have the meaning given to Section 18.1.

"EFFECTIVE DATE" shall mean July 1, 1994.

"MATERIAL BREACH" shall mean a material breach of contract that constitutes an intentional, unequivocal refusal to perform a material obligation of this Agreement that frustrates one or more purposes of the bargain between Customer and TSG to the extent that a (non-breaching) reasonable business person would not have entered into the Agreement or would not continue performing under the Agreement.

"EQUIPMENT" shall mean all office related equipment, telephone and fax/machine, supplies, including hardware, owned or leased by Customer and necessary for TSG to perform the Services.

"EXPIRATION DATE" shall mean the first to occur of: [TEXT OMITTED - CONFIDENTIAL TREATMENT REQUESTED].

"IMPLEMENTATION TRANSITION PERIOD" shall have the meaning given to Section 4.3.

"FEES" shall mean, collectively, the fees and charges paid to TSG by Customer for performance of Services as set forth in Article X.

"THE SERVICES" shall mean the services provided by TSG to Customer hereunder utilizing the Vright Operating System (as defined in Exhibit B).

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"GENERAL DAMAGES" shall mean losses, claims, obligations, demands, assessments, fines and penalties (whether civil or criminal), liabilities, expenses and costs (including reasonable fees and disbursements of legal counsel and accountants, bodily and other personal injuries, damage to tangible property, and other damages, of any kind or nature, suffered or incurred by a Person. For the avoidance of doubt, "General Damages" includes not only the actual damages of a Person, but also punitive and exemplary damages and Consequential Damages of such Person.

"HARDWARE" shall mean computers and related equipment, including, but not limited to, central processing units and other processors, controllers, modems, communications and telecommunications equipment (including radio equipment), cables, storage devices, printers, terminals, other peripherals and input and output devices, and other tangible mechanical and electronic equipment intended for the processing, input, output, storage, manipulation, communication, transmission and retrieval of information and data.

"INDENIFIABLE LOSSES" shall mean losses, claims, obligations, demands, assessments, fines and penalties (whether civil or criminal), liabilities, expenses and costs (including reasonable fees and disbursements of legal counsel and accountants, bodily and other personal injuries, damage to tangible property, and other damages, of any kind or nature, actually suffered or incurred by a Person. Indemnifiable losses consist only of the actual damages of a Person, and include any Consequential Damages and any punitive or exemplary damages (however described) of such Person. For the avoidance of doubt, the Indemnifiable losses of an Indemnified Party shall include any Consequential Damages and any punitive or exemplary damages (however described) awarded against such Indemnified Party in favor of a Person making a Third Party Claim against such Indemnified Party.

"INDENIFIED PARTY" shall have the meaning given in Section 17.1.

"INDENIFYING PARTY" shall have the meaning given in Section 17.1.

"PERSON" shall have the meaning given in Section 6.2.

"NEW SERVICES" shall mean applications development and information management services, including data processing and information services, information management, training, electronic data processing and telecommunications systems that are not described in Schedule 3.1 that are mutually agreed upon by the Parties pursuant to Section 4.1. For purposes of Section 4.2, there shall be no requirement that the Parties mutually agree upon the Services pursuant to Section 4.1 for such Services to be considered "NEW SERVICES".

"NEW SERVICE REQUEST" 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;
- (b) A general description or functional specification of the New Services desired by Customer;

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(c) Any special 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.

"PARTY" shall mean each of the signatories to the Agreement, and their successors and assigns as provided by the Agreement. ("PARTIES" has the correlative meaning).

"PASS THROUGH FEES" shall mean charges to TSG for certain services or products that it acquires from third parties to enable it (in part) to provide the Services, which charges TSG passes through as fees charged to Customer. The initial list of Pass Through Fees are identified in Schedule 3.4.

"PERSON" shall mean any individual, corporation, partnership, joint venture, trust, business association, governmental entity or other entity.

"SERVICES" shall mean the information management services, including data processing and information services, information management, training, electronic data processing and telecommunication systems and shall consist of the services described in Schedule 3.1 and New Services.

"SERVICE LOCATIONS" shall have the meaning given in Section 5.1.

"SOFTWARE" shall mean any computer programming code consisting of instructions or statements in a form readable by individuals (source code) or machines (object code), and documentation and supporting materials therefor, in any form or medium, including electronic media.

"SUBSIDIARY" shall mean, with respect to any Person, a corporation, company or other entity more than 50% of whose outstanding shares or securities (representing the right to vote for the election of directors or other managing authority) are now or hereafter owned or Controlled, directly or indirectly, by such Person, but such corporation, company or other entity shall be deemed to be a subsidiary only so long as such ownership or Control exists.

"TANGIBLE DAMAGES" shall mean bodily or personal injury or death or damage to real or tangible personal property.

"TSG INDENIFIED PARTIES" shall mean TSG, its Affiliates (other than Customer), and their respective officers, employees and directors.

"TSG" shall have the meaning given in Section 3.1.

"THIRD PARTY" means a Person other than a Party or either Party's Affiliates.

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"THIRD PARTY CLAIM" shall mean a claim of liability asserted against a Party by a Person other than the other Party or either Party's Affiliates.

"THIRD PARTY SOFTWARE" means software owned by a Third Party and licensed to Customer by TSG and used in the performance of the Services.

"TSG" shall have the meaning set forth in the preamble.

"TSG SOFTWARE" shall mean the Software owned or licensed by TSG and made available to Customer by TSG in connection with the performance of the Services.

INTERPRETIVE MATTERS

The Agreement is the result of the Parties' negotiations, and no provision of this agreement shall be construed for or against either Party because of the authorship of that provision. In the interpretation of the Agreement, except where the context otherwise requires:

1. "including" or "include" does not denote or apply any limitation;
2. "or" has the inclusive meaning "and/or";
3. "and/or" means "or" and is used for emphasis only;
4. "\$" refers to United States dollars;
5. the singular includes the plural, and vice versa, and each gender includes each of the others;
6. captions or headings are only for reference and are not to be considered in interpreting the Agreement;
7. "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 Subsection's Section's, or Article's cross-reference to another Section or Article, the cross-referenced heading controls over the cross-referenced Section or Article number.

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The initial fees through fees include the following:

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WARRANTY DISCLAIMER, LIMITATIONS OF LIABILITY AND INDEMNIFICATION PROVISIONS  
FOR CROWN OF CUSTOMER'S THIRD PARTY AGREEMENTS

**LIMITED WARRANTY.** In the event of a material defect in the FOS Services provided hereunder that is reported by Customer to AMRS and that can be reproduced by AMRS, then AMRS will use reasonable efforts to correct such malfunction or defect without additional charge to Customer. THIS REGARDING SHALL BE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR ANY DEFECT IN THE FOS SERVICES.

**EXCLUSION OF OTHER WARRANTY.** EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, THE FOS SERVICES ARE PROVIDED BY AMRS, THE FOS LICENSEE, ITS INFORMATION PROVIDERS OR THE OWNER OF ANY ELEMENT THEREOF (AS THE CASE MAY BE) "AS IS" WITHOUT ANY WARRANTY WHATSOEVER. CUSTOMER ACKNOWLEDGES THAT THE "AS IS" CLAUSE OF THIS AGREEMENT IS AN ESSENTIAL PART OF THE BASIS OF THIS AGREEMENT, WITHOUT WHICH AMRS WOULD NOT HAVE AGREED TO ENTER THIS AGREEMENT. AMRS DISCLAIMS ALL OTHER WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, REGARDING THE FOS SERVICES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. NO REPRESENTATION OR OTHER AFFIRMATION OF FACT, INCLUDING, WITHOUT LIMITATION, STATEMENTS REGARDING CAPACITY, SUITABILITY FOR USE, OR PERFORMANCE OF FOS SERVICES SHALL BE DEEMED A WARRANTY FOR ANY PURPOSE OR GIVE RISE TO ANY LIABILITY OF AMRS, THE FOS LICENSEE, ITS INFORMATION PROVIDERS OR THE OWNER OF ANY ELEMENT THEREOF WHATSOEVER. CUSTOMER ACKNOWLEDGES THAT IT HAS RELIED ON NO WARRANTIES OTHER THAN THE EXPRESS WARRANTIES IN THIS AGREEMENT.

**LIMITATION OF LIABILITY.** NEITHER AMRS, THE FOS LICENSEE, INFORMATION PROVIDER OR ANY OWNER OF ANY ELEMENT OF THE FOS SERVICES SHALL BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INJURY, LOSS, CLAIM OR DAMAGES CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF AMRS OR ANY INFORMATION PROVIDER OR BY ANY OWNER OF ANY ELEMENT OF THE FOS SERVICES OR BY EVENTS BEYOND THE CONTROL OF AMRS OR OF ANY OF THOSE OTHER PARTIES. NEITHER AMRS, NOR THE FOS LICENSEE, ANY INFORMATION PROVIDER OR ANY OWNER OF ANY ELEMENT OF THE FOS SERVICES SHALL BE LIABLE TO CUSTOMER UNDER ANY THEORY OF LIABILITY OR ANY FORM OF ACTION, INCLUDING NEGLIGENCE, WHETHER CONTRACTUAL, SOLE OR JOINT. AMRS, ITS INFORMATION PROVIDER OR ANY OWNER OF ANY ELEMENT OF THE FOS SERVICES SHALL NOT BE LIABLE TO CUSTOMER FOR ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL, SPECIAL OR CONSEQUENTIAL DAMAGES, UNDER ANY CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, REVENUE OR SAVINGS, OR THE LOSS OF USE OF ANY DATA, EVEN IF AMRS HAD BEEN ADVISED OF, KNEW, OR SHOULD HAVE KNOWN, OF THE POSSIBILITY THEREOF.

**INDEMNIFICATION.** Customer will defend, indemnify, and hold harmless AMRS, its officers, agents, employees, contractors, subcontractors, parent organization, subsidiaries, affiliates, and the FOS licensee, any information providers and the owners of any element of the FOS Services (referred to individually and collectively as the "Indemnified Party") from and against any and all claims, liabilities, loss, damages, costs, fines, penalties or expenses (including but not limited to attorney's fees and all costs of

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litigation) ("Damages") which the Indemnified Party may hereafter incur, suffer or be required to pay by reason of damage to property or injury to or death of persons which arises out of the Indemnified Party's failure to perform or negligent performance of the BBS Services, but excluding those Damages attributable solely to the Indemnified Party's gross negligence. The Indemnified Party's rights under this paragraph shall survive the termination of this Agreement.

THIS AGREEMENT HAS CONFIDENTIAL PORTIONS OMITTED, WHICH PORTIONS HAVE BEEN IDENTIFIED SEPARATELY WITH THE WORDS "CONFIDENTIAL" AND "NONDISCLOSURE" OR "CONFIDENTIAL INFORMATION" AND IDENTIFIED IN THIS AGREEMENT WITH "XXXX" OMITTED - CONFIDENTIAL INFORMATION REQUESTED.

AGREEMENT FOR INFORMATION TECHNOLOGY SERVICES

THIS AGREEMENT FOR INFORMATION TECHNOLOGY SERVICES (THIS "AGREEMENT") is entered into by and between TeleService Resources, Inc., a Delaware corporation, with a principal business address of 4205 Cambridge Road, Fort Worth, Texas 76104 (TELESERVICE), and the BANKS GROUP, INC., a Delaware corporation, with a principal business address of 4205 North Central Boulevard, Fort Worth, Texas 76104 (BANKS).

TELESERVICE, INC. is engaged in the business of providing certain information technology and related services to the worldwide financial services industry; and

TELESERVICE, INC. has the right to use the BBS Multi-User Reservation System ("BBSMRS"), on behalf of and to provide services to BBSMRS parties in accordance with the terms and conditions of the Information Technology Outsourcing and Commercialization Agreement among BBSMRS Corporation ("BBSMRS"), CSC Outsourcing Inc. and Computer Sciences Corporation ("CSC"), with an acknowledgment by the BANKS Group, Inc., dated June 20, 1993 (the "BBSMRS AGREEMENT"), and the Information Technology Outsourcing and Commercialization Subcontract Agreement, among CSC Outsourcing, Inc., Computer Sciences Corporation and the BANKS Group, dated July 1, 1993.

TELESERVICE, Inc. and BBS wish to enter into this Agreement, pursuant to which TELESERVICE shall provide to Customer the information technology and related services described in this Agreement, and will use BBSMRS on behalf of Customer, as soon as the same and conditions set forth herein.

NOW, THEREFORE, in consideration of the above provisions, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS AND REFERENCES

1.1 DEFINITIONS. Terms which are capitalized herein shall have the meaning ascribed to them in the body of this Agreement.

1.2 REFERENCES. When this Agreement refers to an attached SCHEDULE, each SCHEDULE is deemed incorporated herein by reference to all provisions.

ARTICLE II

TERM

2.1 TERM OF AGREEMENT. Unless earlier terminated as provided herein, the term of this Agreement (the "TERM") shall commence as of July 1, 1993 (the "EFFECTIVE DATE") and shall end on June 30, 1995 (the "EXPIRATION DATE"), or such other date.

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hereof to which the Term is extended pursuant to ARTICLE 2.2 hereof.

2.2 EXTENSION OF THE TERM. The Term of this Agreement may be extended by mutual agreement. On an additional three (3) year, by either party providing the other with written notice as least six (6) months before the expiration date. Upon the renewal, if any, of this Agreement, BBSMRS has the right to modify the pricing for the Base Services, as defined in ARTICLE 3.1. If the parties fail to reach agreement on the pricing modification prior to the expiration date, then this Agreement shall expire effective as of such expiration date.

ARTICLE 3

THE SERVICES

3.1 BASE SERVICES. BBSMRS shall provide services to Customer pursuant to a letter of intent between BBSMRS and Customer dated July 24, 1993 (the "LETTER OF INTENT"), and the letter of intent shall govern the relationship between BBSMRS and Customer until the effective date of this Agreement. This Agreement supersedes the letter of intent and sets forth the definitive agreement between the parties as to the provision of such services from and after the effective date. In addition, ARTICLE 11, 12, 13 AND 14 of this Agreement retroactively supersede and replace ARTICLE 2, 3 AND 4 of the letter of intent for the period from July 24, 1993 until the Effective Date. During the Term of this Agreement, BBSMRS shall perform the Base Services described in SCHEDULE 3.1 for Customer (the "BASE SERVICES"). BBSMRS shall perform the Base Services in accordance with the service levels for the performance of the Base Services (the "SERVICE LEVELS"), as set forth in SCHEDULE 3.1.1. The Service Levels shall take effect as of the date commencing forty-five (45) days after the implementation of the "BASE OPERATIONAL PERFORMANCE REQUIREMENTS" (the "BASE DATE").

3.2 NEW OR ADDITIONAL SERVICE. A "NEW OR ADDITIONAL SERVICE" shall be defined as services that are not described as a Base Service in SCHEDULE 3.1. The Base Services and the New or Additional Services shall be referred to collectively as the "BBS SERVICES". Either party may, from time to time during the term, request the provision of a New or Additional Service. Customer and BBSMRS shall mutually decide whether such New or Additional Services shall be provided. In each event, BBSMRS will prepare a written proposal to Customer for the cost of such New or Additional Service. Customer shall accept or reject such proposal, within forty-five (45) days after receipt.

3.3 BBSMRS TO MAINTAIN BBSMRS RESOURCES. Subject to the other provisions of this Agreement, BBSMRS shall have the right to manage all resources used in providing the BBS Services as BBSMRS deems appropriate. Nothing in this Agreement shall prevent BBSMRS from changing, consolidating, eliminating or adding, after the effective date, locations at which it provides the BBS Services, which may be done by BBSMRS provided that such changes, consolidations, eliminations or additions shall not change the Service Levels identified herein.

3.4 SERVICE LEVELS. The required application service levels ("ASLs") for

the performance of the Base Services are set forth in SCHEDULE 3.1.1. During the six (6) month period commencing upon the BASE DATE, BBSMRS' Base Service OPERATIONAL PERFORMANCE REQUIREMENTS (such as availability defined) shall include that such BBSMRS are reasonable and achievable for the performance of the BBS Services. In the event of a failure by BBSMRS to reach the Service Levels during the Term of this Agreement, Customer's sole and exclusive remedy for such failure (other than termination of this Agreement for Material Default under ARTICLE 5.1) shall be those set forth in SCHEDULE 3.1.1 hereof.

3.5 REMOTE DATABASE ACCESS SERVICES. BBSMRS shall contract for and manage on behalf of Customer the Remote Database Access Services as defined in ARTICLE 3.4. For the purpose of providing the BBS Services to Customer, Customer shall be responsible for all charges relating to the Remote Database Access Services and related to the performance of the BBS Services, except in the case where Customer and BBSMRS are sharing any of any lines, in which case the charges shall be shared by both Customer and BBSMRS as follows. During the first year of the Term of this Agreement, BBSMRS and Customer will each pay FIFTY (50) PERCENT (FIFTY PERCENT) OF THE TOTAL BIL incurred from the telecommunications network provider relating to the Remote Database Access Services provided by BBSMRS on behalf of Customer for the shared circuit cost set forth in SCHEDULE 3.5.1, including any service installation charges. Thereafter, upon each anniversary of the effective date of this Agreement, the parties agree to mutually determine the percentage of use for each shared circuit for the past twelve (12) months and will pro-rate and share the costs accordingly for the following year. The parties may mutually agree to change the circuit designated in SCHEDULE 3.5.

3.6 NONCILING. THE PARTIES AGREE TO THE ENTIRETY OF THE AGREEMENT SET FORTH IN SCHEDULE 3.1 HEREOF.

ARTICLE 4

EMPLOYERS AND EMPLOYMENT/TERM

4.1 TRANSITIONAL EMPLOYEES. As of the effective date of this Agreement, BBSMRS has made offers of employment to certain employees of Customer as identified in SCHEDULE 4.1 (the "TRANSITIONED"). BBSMRS will extend such offers to the employees in accordance with BBSMRS' normal employment practices. The employees who accept employment with BBSMRS within thirty (30) days after "net" use in the implementation to complete shall be transitioned to BBSMRS ("TRANSITIONED EMPLOYEES"). The parties will provide each other with reasonable cooperation in the timely transition of the employees. BBSMRS agrees to provide positions which are comparable to the positions that the Transitioned employees held prior to the transition.

4.2 SALARY AND BENEFITS. BBSMRS agrees to offer to each of the Transitioned Employees, for a period of six (6) months, the same salary and substantially similar benefits which were earned by the Transitioned employees as of the date upon which such transitioned employees commence employment with BBSMRS (the "TRANSITION DATE"); subject, however, to termination or release by BBSMRS, any pension, or other

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benefits or rights to which the Transitioned Employees are entitled, as of the Transition Date and by virtue of the termination of their employment with Customer, shall be the responsibility of Customer.

4.3 IMPLEMENTATION OF SOFTWARE

4.3.1 ISS hereby grants to Customer a limited, non-exclusive, non-transferable and revocable license to the terms of ARTICLE 2 of this Agreement, right to use and access the SPINIX executable code, in connection with Customer's voice reservation services of global destination system ("GDS"), for the purpose of producing reservations and performing related services for its hotel customers, strictly in accordance with the terms of this Agreement, including, without limitation, the following terms set forth in Schedule 4.3.1. ISS shall have no obligation to provide any such services to ISS if such has been removed by ISS under the new trade name of RESERVATION, but for purposes of this Agreement, it shall be referred to as "SPINIX". ISS shall provide Customer with the SPINIX functionality set forth in SCHEDULE 4.3.1 (the "SPINIX FUNCTIONALITY") and the SPINIX enhancements set forth in SCHEDULE 4.3.1. ISS shall have no obligation to provide any such services to ISS if such has been removed by ISS under the new trade name of RESERVATION, but for purposes of this Agreement, it shall be referred to as "SPINIX". ISS shall provide Customer with the SPINIX functionality set forth in SCHEDULE 4.3.1 (the "SPINIX FUNCTIONALITY") and the SPINIX enhancements set forth in SCHEDULE 4.3.1. ISS shall have no obligation to provide any such services to ISS if such has been removed by ISS under the new trade name of RESERVATION, but for purposes of this Agreement, it shall be referred to as "SPINIX".

The system which are listed in SCHEDULE 4.3 as "NON-SPINIX APPLICATIONS" are SPINIX and RESERVATION which are not a part of the SPINIX functionality. The "NON-SPINIX APPLICATIONS" shall include the systems listed in SCHEDULE 4.3.1. The "NON-SPINIX APPLICATIONS" shall include the systems listed in SCHEDULE 4.3.1, which are owned by either ISS or a third party other than ISS, and used in the performance of the ISS Services in accordance with the terms and conditions, including pricing, to be mutually agreed to by the parties in writing in advance. ISS may use either the SPINIX Software or the ISS Software (other than the SPINIX and RESERVATION systems described below) on behalf of Customer.

4.3.2 ISS hereby grants Customer a limited, non-exclusive, non-transferable right and license to the application development environment ("ADE") for any and all ISS proprietary software systems known as RESERVATION (now known as RESERVATION) and QIR-ACCESS (now known as QIR-ACCESS), including the framework code developed for ISS, strictly in accordance with the terms and conditions set forth in ARTICLE 4.3 below, except that Customer shall have the right to create databases or applications from the ADE at no additional cost. ISS shall have no obligation to provide any such services to ISS if such has been removed by ISS under the new trade name of RESERVATION, but for purposes of this Agreement, it shall be referred to as "SPINIX".

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and Resolving Notices.

4.3.3 The ISS Software shall be the result of all times the collection property of ISS, and ISS, as its creator, may license, transfer or assign the ISS Software at any time to any third party including, without limitation, any successors of Customer, subject to Customer's right to continue to use and operate the ISS Software under this Agreement. ISS shall continue to be fully bound by the provisions of this Agreement, and such license, transfer or assignment shall in no way modify the obligations hereunder. ISS shall not, in any way, limit and intend to, and to any SPINIX enhancements of New Functionality term as hereinafter defined created under this Agreement, nor if received directly by Customer.

4.3.4 The ISS Software, including any documentation, modifications or enhancements to, or works derivative of such ISS Software developed by ISS pursuant to this Agreement, shall be and remain ISS's property, (except to the extent owned by a third party licensee), and Customer shall have no rights or interest in the ISS Software, except as provided to this Agreement. ISS retains all patent, title and interest in and to any and all of the ISS Software and related documentation, software development tools, know-how, methodologies, processes, technologies or algorithms used in providing the ISS Services that use trade secrets or proprietary information of ISS or its affiliates or successors owned or licensed by ISS or its affiliates.

4.3.5 ISS shall deliver the ISS Software and the SPINIX and QIR-ACCESS systems to Customer either prior to or upon execution of this Agreement. Acceptance of the ISS Software and the SPINIX and QIR-ACCESS systems shall be deemed upon Customer's productive use of SPINIX, which shall be defined here as the first actual use of any hotel reservations for a period of time that the ISS says.

4.4 RESTRICTIONS ON SOFTWARE

4.4.1 Customer may make copies of RESERVATION and QIR-ACCESS for its own internal use on no more than twenty (20) Customer reservation computers to the main operating system, and for back up and security purposes. Customer must inform ISS in writing of how many copies have been made. Customer shall register and include on each copy and on each partial copy of RESERVATION and QIR-ACCESS any copyright notice and proprietary rights legend contained in or in such systems as such notice and legend appear in or in the original.

4.4.2 Customer shall make no modifications, alterations, developments or derivative works of RESERVATION and QIR-ACCESS, or any ISS Software, except for the ISS Software, for which Customer may create databases or applications from the ADE. Customer shall not copy, decompile or sublicense any ISS Software created. Customer shall receive system upgrades and bug fixes for RESERVATION and QIR-ACCESS at no additional cost. ISS shall pay ISS for enhancements, modifications or other maintenance of Customer development services as

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a New or Additional Service. Customer shall not reverse engineer, disassemble, modify, create copies or derivatives of SPINIX, RESERVATION and QIR-ACCESS which shall only be used for Customer's internal operations or to be used for its existing hotels, and shall not be installed at any New or Existing hotel sites.

4.4.3 Customer shall not sublicense, sell, transfer, assign, lease, convey, remarket or sublicense SPINIX, QIR-ACCESS, or any part of the ISS Software, or any component thereof, to any New or Existing hotel or to any person or entity, whether by operation of law or otherwise, without the prior written consent of ISS, which shall not be unreasonably withheld.

4.5 IMPLEMENTATION OF SPINIX. ISS and Customer shall jointly develop a plan and shall convert the existing hotels from RESERVATION and QIR-ACCESS (the "EXISTING HOTELS") to the SPINIX and RESERVATION system (collectively, the "NEW SYSTEMS") and convert the plan name records ("PNR"), including the GDS of past stays, and rate records for the Existing hotels into SPINIX ("EXISTING HOTELS"). ISS and Customer shall agree on the specific dates for the implementation of each Existing Hotel, on an ongoing basis and agree to an end date of term 3). ISS for implementation of all Existing Hotels, subject, however, to development work to be performed by ISS hereinafter provided, and subject also to cooperation by ISS with the ISS vendors, which shall not be unreasonably withheld. Conversion of the GDS and the rate records from any customer reservation system other than RESERVATION for Existing Hotels will require additional assignment costs which will be billed to Customer by ISS as a New or Additional Service.

4.5.1 The responsibilities of each party for the implementation of the Existing Hotels (the "IMPLEMENTATION PLAN") are set forth in SCHEDULE 4.5.1 (the "IMPLEMENTATION PLAN"). Each party agrees to pay its own costs for the implementation, in accordance with the performance of the implementation responsibilities. The implementation shall be deemed successfully completed upon the completion of the milestones set forth in the implementation plan and the compliance of each party with the implementation responsibilities.

4.5.2 After the Effective Date, ISS shall endeavor to implement any New Hotels onto SPINIX within ninety (90) days from the date that Customer notifies ISS in writing, except where major system modifications or a significant increase in capacity are either requested or required, in which case ISS will provide a different implementation plan, which shall be mutually agreed to by the parties in writing. ISS and Customer will also agree in writing to the implementation charges and the billing schedule for each New Hotel.

4.5.3 CUSTOMER RESPONSIBILITIES. After the implementation, Customer and ISS shall perform the ongoing responsibilities for the implementation set forth in each of SCHEDULE 4.5.

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ARTICLE 5  
CUSTOMER RESPONSIBILITIES AND DUTIES

5.1 CUSTOMER OBLIGATIONS

5.1.1 Customer will cooperate with ISS during the transition of the Employees to ISS. Customer has not made and will not make any representation or promise, whether written or oral, to the Employees regarding employment with ISS, or the employment benefits, plans or practices of ISS, without obtaining the prior written consent of ISS.

5.1.2 All pension and other obligations (including vacation time) accrued as of the transition date, if any, with respect to the Transitioned Employees shall remain the responsibility of Customer.

5.1.3 ISS shall have responsibility for giving the Transitioned Employees notice for risk time accrued as of the transition date.

5.2 CUSTOMER FACILITIES AND RELATED SERVICES. During the implementation, Customer shall provide to ISS, as set forth in ISS, such access to and use of adequate space and services (collectively, the "CUSTOMER PROVIDED SPACE") to the extent that the Customer Provided Space is reasonably requested by ISS to effectively perform the ISS Services. Customer shall also provide to ISS, at any Customer location in which the ISS Services will be performed, facilities which are free of health and safety hazards. At all times during the implementation when ISS uses space and related utilities and services in any Customer Provided Space, ISS shall comply with the customary and reasonable policies governing access to and use of the facilities in effect from time to time and which are communicated to ISS in writing.

5.3 HOLIDAY OBSERVATION POLICY. Customer shall observe for any ISS for a business transaction unless a Business Transaction (as defined in ARTICLE 7.2) during the term of the Agreement as set forth below:

- [ISS OBSERVED - CONFIDENTIAL TREATMENT REQUESTED] Will not observe any during the period from July 1, 1997 to June 30, 1998;
- [ISS OBSERVED - CONFIDENTIAL TREATMENT REQUESTED] Will not observe any during the period from July 1, 1997 to June 30, 1999;
- [ISS OBSERVED - CONFIDENTIAL TREATMENT REQUESTED] Will not observe any during the period from July 1, 2000 to June 30, 2001;
- [ISS OBSERVED - CONFIDENTIAL TREATMENT REQUESTED] Will not observe any during the period from July 1, 2002 to June 30, 2003;
- [ISS OBSERVED - CONFIDENTIAL TREATMENT REQUESTED] Will not observe any during the period from July 1, 2004 to June 30, 2005;

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TEXT OMITTED - CONFIDENTIAL INFORMATION REQUESTED BUT  
Reservations during the period from July 1, 2002 to June 30,  
2004 and

TEXT OMITTED - CONFIDENTIAL INFORMATION REQUESTED BUT  
Reservations during the period from July 1, 2002 to June 30,  
2006

199 agrees to credit all net Reservations made by Customer during the period  
from August 1, 1997 to June 30, 1998, equaling (TEXT OMITTED - CONFIDENTIAL  
INFORMATION REQUESTED) net Reservations, to the amount of 1.8 million net  
Reservations due in the first year of the Term. In the event that the  
Scheduling Hotel's discretionary floor call center or OSA relationship with  
Customer ever continues to use OSA's, such net Reservations will continue to  
be credited toward the above obligation. In addition, 199 shall credit toward  
such balance any other net Reservations made on OSA's by customers of  
Customer other than the Scheduling Hotel.

5.3 REMOTE DATABASE ACCESS SERVICES. 199 will contract with a third  
party telecommunications network provider for the provision and maintenance of a  
data telecommunications network necessary to support the 199 Services under this  
Agreement (the "REMOTE DATABASE ACCESS SERVICES"), at 1285 West Gates  
Boulevard, Contract 19, Fort Worth, Texas (the "199 DATA CENTER"), and  
Customer shall pay 199 the charges for such Remote Database Access Services,  
including this communications, hardware and maintenance charges, and shall be  
responsible for securing 199 in the administration of the contract for the  
Remote Database Access Services for the benefit of the use of Scheduling Hotel.  
Customer and 199 shall share the cost of any items which are shared by both  
Customer and 199, as set forth in ARTICLE 5.5 of this Agreement.

5.4 CUSTOMER COMPLIANCE MANUAL. From time to time during the Term,  
Customer will designate a contract manager (the "CUSTOMER COMPLIANCE MANAGER") who  
will be authorized to act as the primary point of contact for Customer in  
addressing issues concerning each party's obligations or requests for  
notifications under this Agreement. 199 shall have authority to make decisions  
regarding this Agreement on behalf of Customer (which may also be agreed to in  
writing by 199).

5.5 ASSIGNMENT. Both party shall provide the other with all  
necessary and reasonable resources, information and other assistance, as may be  
required by the parties from time to time, in connection with the activities  
contemplated by this Agreement and each party shall punctually perform its  
obligations under this Agreement.

5.6 SUPPORT. Customer will establish, in consultation and  
cooperation with 199, appropriate data processing priorities for Customer.  
Customer will make available, as reasonably requested by 199, such management  
decisions, access to personnel, information, approvals and acceptances so that  
199 may timely perform the 199 Services.

5.7 USE OF 199 SERVICES. Customer may not (i) use the 199 Services  
for

any purpose other than for its own internal operations and on behalf of the  
Scheduling Hotel, or (ii) transfer any material or information received  
to the 199 Services, in any form whatsoever, to any third party or share any  
third party's access to use any such material or information, except with  
the prior consent of 199, which shall not be unreasonably withheld. This  
ARTICLE 5.8 shall be subject to the provisions set forth in ARTICLE 5.11  
regarding Confidential Information and exceptions therefor.

5.9 IMPAIRING OF CUSTOMER PERFORMANCE. Customer will train Customer's  
personnel to properly prepare input files and appropriately use output files, the  
199 Software.

5.10 PROTECTION OF SOURCE DATA AND TRANSMISSION OF DATA. Customer will  
supply to 199 for processing all required source data and machine readable data  
(i) in the form presently used in Customer's information technology operations,  
or (ii) in such form and on such files schedule set forth in the documentation  
provided to 199 by Customer, and as may be reasonably requested by 199 with  
respect to the performance of the 199 Services. Customer will be responsible  
for the quality, accuracy and integrity of the data provided to 199. 199 will  
not be liable for any default in the performance of the 199 Services which is  
due to any deficiency of such data provided by Customer to 199. Customer  
shall also be responsible for the transfer to the 199 Data Center of any 199 and  
rate records from any customer reservation system of a New Hotel.

5.11 INSPECTION. Customer will timely inspect and review all reports  
and output provided by 199. Customer will notify 199 of any inaccuracies (a) daily  
or weekly reports within three (3) business days after receipt of such reports,  
and (b) monthly or other reports within five (5) business days after receipt of  
such reports.

5.12 GOVERNMENTAL APPROVALS. Customer shall, at its expense,  
obtain and provide reasonable assistance to 199 in obtaining all required  
governmental approvals which are a prerequisite to this Agreement becoming  
effective in as may be necessary for 199 to perform the 199 Services.

5.13 SOFTWARE. Customer will be responsible for providing any  
hardware software (other than for the host system) required for the operation  
or support, and will not use any solution software (or any other third party  
software) that adversely impacts the performance of 199.

#### ARTICLE 6

##### 199 REPRESENTATIVE OFFICE AND ENTRY

6.1 CHANGES TO SERVICE LEVELS. At any time after the Effective Date  
hereof, in the event that the parties decide that such results are not reasonable  
or desirable during the Term of this Agreement, 199's Client Services  
Representative and Customer's Contract Manager may, upon the parties' mutual  
written agreement, make

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changes to the Service Levels. Any such change in a Service Level shall be  
set forth in a written amendment or supplement to this Agreement.

6.2 199 24/7 SUPPORT. 199 warrants that, as of the Effective Date  
of this Agreement, 199's 24/7 support team will be available for the year 2002 and  
beyond. In addition, 199 warrants that, by December 31, 1998, 199 will  
correctly process data for the year 2000, 2001, and beyond. This warranty  
does not include a warranty of data or data availability with other software or  
hardware. The exclusive liability of 199 and the exclusive remedy of Customer  
in the event of a breach of this warranty shall be repair under the maintenance  
provisions set forth in ARTICLE 6.3 hereof.

##### 6.3 199 EQUIPMENT.

6.3.1 Commencing on the Effective Date, 199 will use (a) 199's  
equipment, whether owned or leased, for purposes of performing the services and  
functions to be performed by 199 pursuant to this Agreement and (b) any other  
equipment that 199 may acquire from time to time for use in providing the 199  
Services (the "199 EQUIPMENT"). The parties acknowledge and agree that the 199  
Equipment will remain the property of 199 and that 199 may from time to time  
relocate the 199 Equipment to another 199 facility, at no additional cost to  
Customer, for the sole purpose of performing the 199 Services and with no  
adverse impact on the Service Levels.

6.3.2 During the Term, 199 will pay all on-going costs and  
expenses relating to the 199 Equipment, including, without limitation, the  
insurance, maintenance and taxes. 199 will be responsible for its compliance  
with vendor or other third parties with respect to the operation or maintenance  
of any 199 Equipment. Customer shall be responsible for all other equipment  
used to support its own internal operations.

6.4 PROTECTION AND ENFORCEMENT OF CUSTOMER DATA. 199 will access and  
reference aggregate tapes and other magnetic or optical storage media containing  
Customer Data in the possession or custody of 199. "CUSTOMER DATA" shall be  
defined as data, whether provided or produced herein, on or after the Effective  
Date, which: (i) as provided by or on behalf of Customer to 199 in order for  
199 to provide the 199 Services, including input and electronic output of  
information by the 199 Services; (ii) is provided by or on behalf of 199 to  
Customer by means of the 199 Services, including reports and all other output of  
the 199 Software; or (iii) is produced by means of the 199 Software as an intermediate  
step in using or restoring any of the Customer Data, including databases and  
files containing Customer Data. 199 will maintain the same safeguards it uses,  
but not less than reasonable means, to protect similar clients against the  
accidental or unauthorized disclosure, destruction or alteration of Customer Data  
in the possession or custody of 199. If Customer reasonably requests additional  
safeguards, 199 shall provide such additional safeguards at its additional cost.

6.5 REMOTE DATABASE ACCESS SERVICES. During the Term, 199 will  
assist Customer in the selection of the data telecommunications lines for the Remote  
Database Access Services and provide capacity planning to 199's Customer, when  
applicable to such lines are required, and will provide coverage of the lines  
days a week, 24 hours a day, to report any outages of the lines to the  
telecommunications network provider. 199 will also manage the Remote Database  
Access Services provided by the telecommunications network provider, in  
conformance with the terms and conditions of the contract between 199 and the  
telecommunications network provider, and for the purpose of performing the 199  
Services. 199 will retain responsibility for any charges associated with its  
own router and associated hardware costs.

6.6 199 CLIENT SERVICE REPRESENTATIVE. 199 will provide a Client  
Service Representative (the "199 CLIENT SERVICE REPRESENTATIVE") to be the  
primary contact for Customer during the Term, and who shall interact with  
Customer and consider Customer's needs. The 199 Client Service Representative  
will (a) have overall responsibility for working with Customer regarding the delivery  
of the 199 Services, (b) serve as the primary point of contact for Customer in  
addressing issues concerning each party's obligations or requests for  
notifications under this Agreement (which notifications may also be agreed to  
in writing by both parties), (c) provide frequent status reports to Customer, and  
(d) coordinate and consult with Customer management.

6.7 USER GROUPS. 199 will allow Customer and the New and Existing  
Hotels to participate in any 199's user groups at no additional charge.

6.8 TRAINING. 199 will provide Customer the application and database  
training services as provided in ARTICLE 6.9 at no additional charge. The training will  
be provided by 199 employees with the appropriate skills and knowledge to  
conduct such training.

6.9 MAINTENANCE AND OTHER SUPPORT. 199 will provide Customer the  
maintenance support services as provided in ARTICLE 6.9 for the 199 Software. 199 will  
also support transactional access to OSA's for all remote devices that are not  
currently supported for OSA's and were planned to be supported for the OSA  
application, on behalf of Customer and the Existing Hotels. Completion of  
reports from any OSA other than 199's and 199 for the Scheduling Hotel will be  
based as a New or Additional Service, as defined in ARTICLE 3.2.

##### 6.10 199'S PERFORMANCE AND ENHANCEMENTS.

6.10.1 199 agrees to provide Customer with the 199's  
functionality for 2002. Customer may have any part of the 199's  
functionality deactivated for New or Existing Hotels at an additional cost, upon  
giving the reason therefor. 199 will provide additional services. 199 has contracted and  
developed the 199's functionality as of the Effective Date of this Agreement,  
with the understanding set forth in ARTICLE 6.10.1 (the "199'S ENHANCEMENTS").  
199 shall provide the 199'S ENHANCEMENTS as set

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of the implementation of the Billing Module.

6.10.3 Any enhancement requested by Customer after the effective date of this Agreement, under the SPERIT Enhancements will be provided by TSO at a New or Additional Service, as defined in ARTICLE 1.1, unless otherwise agreed. In addition, Customer may, at Customer's option, request and fund enhancements, or service enhancements which are funded by other SPERIT customer accounts and/or by TSO, but in either case Customer must pay for any cost that may be required for Customer implementation plus the cost of training Customer's employees to use such enhancements ("NEW FUNCTIONALITY"), at the rates set forth in ARTICLE 7.4 for New and Additional Services.

6.10.4 TSO shall provide written notification and documentation of changes to the Billing functionality at least thirty (30) days prior to their implementation. TSO will provide input on the required testing and business operations, if any, and will discuss with Customer the potential impact on bill time and on New and Existing Hotels. Customer will have the ability to test and approve all enhancements and associated training documentation in the SPERIT test environment prior to implementation. Customer will also have the ability to review enhancements in the SPERIT test environment that have not been already requested by Customer.

6.10.5 Customer may have any part of the SPERIT Enhancements discontinued for New or Existing Hotels at its additional cost, upon giving TSO fifteen (15) days prior written notice.

ARTICLE 7

FEES AND CHARGES

7.1 MONTHLY BASE CHARGE. In consideration for the performance of the Base Services, Customer shall pay TSO a monthly base charge for each month during the Term, which shall be equal to the total number of Reservations (as defined in ARTICLE 7.3) for such month, multiplied by the Net Reservation Fee (as defined in ARTICLE 7.2) ("MONTHLY BASE CHARGE").

7.2 NET RESERVATION FEE. Customer shall pay TSO a fee of USD\$125 ("NET RESERVATION FEE") for each reservation made, subject to adjustment as provided in ARTICLE 7.3. Regardless of the actual number of Reservations made, Customer shall pay TSO the Net Reservation Fee for the entire Reservation volume set forth in ARTICLE 7.1. TSO guarantees that it will charge Customer the most favored rate per Net Reservation fee (excluding discounts for any New or Existing Hotels for which TSO provides exclusive services). A "NET RESERVATION FEE" is defined as the total number of Reservation transactions made minus the actual number of cancellations of such Reservation transactions made (as hereinafter defined). "Cancellations" will not be subtracted from the calculation of Net Reservations. A "RESERVATION CANCELLATION" is a reservation booking for a continuous stay for each room at a single property (excluding the amount). In the case where a

booking contains more than one (1) rate plan, such booking shall only be considered as one (1) Reservation transaction; provided, however, that Customer shall be responsible for declaring the primary location to be its own, even multiple at the place of one (1) reservation booking.

7.3 SERVICE DELIVERY AND/OR SUPPORT CHARGES. Customer will be responsible for the costs associated with the procurement, installation, operation and maintenance of the telecommunication solutions which will be used to provide the Remote Database Access Services, and shall pay either TSO or the telecommunication service provider directly for such Remote Database Access Services. In addition, Customer shall pay TSO an administrative charge per month of TSO's services ("COMMERCIAL SUPPORT REQUIRED") amounting to (LUMP SUM) USD\$100 ("COMMERCIAL SUPPORT REQUIRED") of which total bill amount from the telecommunication network provider relating to the Remote Database Access Services provided by TSO on behalf of Customer, to be included monthly by TSO in addition to the Monthly Base Charge.

7.4 NEW OR ADDITIONAL SERVICE CHARGES. Customer will pay TSO (a) the amount actually agreed upon in writing by Customer and TSO for any New or Additional Services and (b) any reasonable travel expenses of TSO incurred in the performance of such New or Additional Services as provided in ARTICLE 7.6. The parties hereby agree that any incremental labor for all New or Additional Services will be charged to Customer at a rate of USD\$125 ("NET RESERVATION FEE") per hour, which will be reduced by TSO upon each anniversary of the effective date in accordance with an increase in the CPI, as defined in ARTICLE 7.5 below.

7.5 ADJUSTMENT TO CPI INDEX. Upon each anniversary of the effective date during the Term, TSO and Customer may agree to make an upward or downward adjustment to the Net Reservation Fee based on the increase in the percentage of the annual Consumer Price Index for all Urban Consumers, U.S. City Average, for All Items (CPI-U-W) as published in the Bureau of Labor Statistics of the Department of Labor, as measured from the date of the last anniversary of the effective date (the "CPI"). In addition, Customer will notify TSO at least thirty (30) days in advance at its option to change the method of calculating a Reservation transaction for New or Existing Hotels, and the parties agree to mutually discuss such corresponding change in the existing technology. No such change pursuant to this ARTICLE 7.5 may be made without mutual written agreement of the parties.

7.6 TRAVEL EXPENSES. For any New Service which was requested by Customer to be provided at a site other than the delivery, source and/or headquarters office or TSO's office in Chicago, Illinois, Customer will pay TSO all travel expenses actually incurred for such travel (including hotel, lodging, food transportation and incidental expenses), and all such travel will be reimbursed according to TSO's travel policy. Customer and TSO shall agree in advance to the exact provision of all transportation required for such travel. TSO shall not bill Customer for the travel time of TSO's employees.

ARTICLE 8

SERVICES AND PAYMENT

8.1 MONTHLY BASE CHARGE. Customer shall pay TSO the Monthly Base Charge, which shall be billed during the Term of this Agreement, within thirty (30) days of receipt of an invoice from TSO.

8.2 OTHER CHARGES. TSO shall invoice Customer for all other fees and charges due under this Agreement on a monthly basis and in arrears. The Net Reservations fee shall be billed based on actual Net Reservations volume, and shall be included in the following monthly invoice, according to actual Net Reservations made. Invoices shall be sent to Customer at 4201 Cambridge Road, Fort Worth, Texas 76102, Attention: TSO Customer.

8.3 PAYMENT AND DISBURSING CHARGES. The Monthly Base Charge and any other sums due TSO under this agreement will be due and payable within thirty (30) days after receipt by Customer of an invoice from TSO. The Monthly Base Charge shall be generated for any partial month. Customer shall also pay to TSO, within thirty (30) days of receipt of an invoice from TSO, all outstanding charges owed by Customer as of the Effective Date of this Agreement and invoiced by TSO.

ARTICLE 9

TAXES

9.1 RESPONSIBILITY FOR TAXATION. Customer shall be responsible for (and shall indemnify TSO for) taxes imposed on, based on, or measured by any consideration for, any transfer of services or property by TSO to the Customer pursuant to this Agreement; provided, however, that TSO shall be responsible for (and shall indemnify Customer for) all taxes that are imposed on, based on, or measured by TSO's acquisition, ownership or use of property or services, or the provision of property or services to TSO.

9.2 PROPERTY TAXES. Subject to the terms of other lease or agreements, each of TSO and Customer is responsible for the reporting and payment of any ad valorem taxes due on property owned by it or leased by it from a third party.

9.3 CONFIDENTIALITY. Each party shall provide the other with such cooperation as is reasonable, at the request of the other party, to minimize taxes incurred in connection with this Agreement; provided, however, that TSO shall not be required to take any step that would be materially disadvantageous to its business or operations or would require it to incur material additional costs unless Customer agrees to reimburse it for the material disadvantage or "gross material costs." In the case of either party, such cooperation shall include maintaining records as reasonably necessary for tax purposes, including such records available to the other party for providing the other party or any of its own expenses, upon request; and retaining information in its possession and employees with technical expertise available as reasonably necessary

in connection with the preparation of any tax returns or any audit of tax returns or other claim.

9.4 DEFINITION OF TAXES. The purposes of this Agreement, "TAXES" shall mean any kind, levies or other like assessments, customs, duties, imports, charges or fees, (other than those based upon net income, capital, net worth, or franchise or similar tax), imposed or payable to any federal, state, county, local or foreign government or subdivision of agency thereof, and it shall include such term shall include any interest, penalties or additions to tax attributable to any such Taxes or requirement to report information with respect to taxes and any damages, costs, expenses, fees or other liability arising from such tax or reporting requirements.

ARTICLE 10

PROPRIETARY RIGHTS

10.1 TSO PROPRIETARY INFORMATION. TSO retains all right, title and interest in and to any and all TSO Software, patents for that software owned by a third party, know-how and documentation, software development tools, know-how, methodologies, processes, technologies or algorithms used in providing the TSO Services that are trade secrets or proprietary information of TSO or the affiliates or subsidiaries owned or controlled by TSO or its affiliates, and Customer shall have no right or interest, in the TSO Software other than the rights granted to Customer under this Agreement. TSO shall have and retain all right, title and interest in and to any web software, web functions, enhancements or derivative works owned by TSO under this Agreement.

10.2 CUSTOMER DATA. The Customer Data is the exclusive property of Customer. TSO is authorized to have local and physical access to and make use of Customer Data for the sole purpose of performing the TSO Services. TSO shall retain Customer's reservation history online in the booking arrives for a period of twelve (12) months after checkout, after which time such records will be available within five (5) business days of receipt of a request from Customer. Upon expiration of this Agreement, termination for Material Default of TSO, or termination for convenience by TSO, the Customer Data shall be either deleted from the data files maintained by TSO, with Customer's prior written consent, or, at TSO's expense, returned to Customer in TSO's task containing machine-readable format and media. Upon termination of this Agreement the Material Default of Customer or termination for convenience of Customer, such return of the data shall be at Customer's expense.

ARTICLE 11

CONFIDENTIAL INFORMATION

11.1 CONFIDENTIAL INFORMATION. As of the Effective Date of this Agreement and during the Term of this Agreement and for a period of three (3) years thereafter, except



upon such breach or event, including equitable relief which may be sought as deemed to be in the best interests of the parties.

ARTICLE 14

INDEMNIFICATION

14.1 REPRESENTATIONS AND WARRANTIES.

14.1.1 Customer shall indemnify, defend and hold harmless ISG, its directors, officers, employees, and agents and the heirs, executors, administrators, and permitted assigns of any of those persons collectively, the "ISG INDENTIFIERS" from and against all General Damages actually suffered or incurred by a ISG indentite resulting from arising out of, or relating to any breach of any representation or warranty of Customer set forth in this Agreement.

14.1.2 ISG shall indemnify, defend and hold harmless Customer and its directors, officers, employees, and agents and the heirs, executors, administrators, and permitted assigns of any of those persons collectively, the "CUSTOMER INDENTIFIERS" from and against all General Damages actually suffered or incurred by a Customer indentite resulting from arising out of, or relating to, any breach of any representation or warranty of ISG set forth in this Agreement.

14.2 MISDEMEANOR OR NEW OFFENSE.

14.2.1 Customer shall indemnify, defend and hold harmless the ISG indentitees from and against all General Damages actually suffered or incurred by a person, and resulting from arising out of, or relating to any claim made by any law or existing hotel regarding Customer's performance or nonperformance of its obligations under this Agreement or the obligations under any agreement between Customer and the New or Existing Hotels.

Customer shall also indemnify, defend and hold harmless ISG, its respective person, and affiliate corporations, and its respective directors, officers, employees, servants and agents, and its General Damages actually suffered or incurred by a person, and resulting from arising out of, or relating to any claim made by any law or existing hotel regarding any ISG Software provided under this Agreement or the use of such ISG Software by ISG on behalf of Customer.

14.2.2 ISG shall indemnify, defend and hold harmless the Customer indentitees from and against all General Damages actually suffered or incurred by a person, and resulting from arising out of, or relating to any claim made by any law or existing hotel resulting from a gross negligence, or willful misconduct in the performance or nonperformance of its obligations under this Agreement.

14.3 MISDEMEANOR RELATED MATTERS

14.3.1 Customer will indemnify, defend and hold the ISG indentitees harmless from and against any General Damages actually suffered or incurred by a person, and resulting from arising out of, or relating to any claim made by any law or existing hotel, or violation of public personnel act or laws by Customer with respect to any employee or terminated employee, whether such actions occurred or claims arose prior to or after the Termination Date and to the extent such actions do not result from or relate to a default by ISG of the terms of this Agreement.

14.3.2 ISG will indemnify, defend and hold harmless the Customer indentitees from and against any General Damages actually suffered or incurred by a person, and resulting from arising out of, or relating to any claim made by any law or existing hotel, or violation of public personnel act or laws by ISG with respect to any employee or terminated employee, to the extent such actions occurred or claims arose prior to or after the Termination Date and do not result from or relate to a default by Customer of the terms of this Agreement.

14.4 INDEPENDENCE.

14.4.1 ISG shall indemnify, defend and hold harmless the Customer indentitees from and against all General Damages actually suffered or incurred by a Customer indentitee, to the extent that such action is based on a claim that any element of the ISG Software or the ISG Services constitute a direct infringement of any copyright established in the United States ("INFRINGEMENT"). ISG shall pay all damages and costs finally awarded against a Customer indentitee which are attributable to such infringement, subject to Customer's compliance with the procedures set forth in ARTICLE 14.5 below.

14.4.2 Should any element of the ISG Software or Services become, or in ISG's opinion be likely to become the subject of a claim of infringement, then ISG will, at its option and expense, use all commercially reasonable efforts to, on the following order: (i) procure for Customer the right to use such infringing element of the ISG Software or Services free of any liability for infringement; or (ii) replace or modify the infringing element of the ISG Software or Services with a non-infringing substitute which complies with all the functional, for the purposes of this Agreement, ISG shall not be obligated to defend, or be liable for costs and damages, if the infringing element arises out of (a) Customer's equipment, facilities or hardware, (b) the ISG Software or any third party software or software, or (c) a breach of this Agreement by Customer.

14.4.3 The foregoing shall not limit ISG's sole and exclusive liability, and Customer's sole and exclusive liability, with respect to any claim for infringement.

14.4.4 CUSTOMER'S OBLIGATIONS CONTINUE. Customer will indemnify, defend and hold harmless the ISG indentitees from and against all General Damages actually suffered or incurred by a person, and resulting from arising out of, or relating to any claim made by any law or existing hotel, or violation of public, infringing element of INFRINGEMENT.

copyright, or invasion, theft, ascription or allocation of the "ISG IDENTIFIERS" to any person or New and Existing Hotels during the provision of the ISG Services, or of records or data of Customer or the New and Existing Hotels which reside on or are transmitted over the telecommunications network by Customer or New and Existing Hotels during the provision of the ISG Services, or (c) the abuse or fraudulent use of the telecommunications network by Customer or the New and Existing Hotels during the provision of the ISG Services.

14.6 INDENTIFICATION PROCEDURES.

14.6.1 The indemnification obligations set forth in this Article shall not apply unless the party claiming indemnification: (i) notifies the other promptly of any matters in respect of which the indemnity may apply and of which the notifying party has knowledge, in order to allow the indemnitor the opportunity to investigate and defend the matter; provided, however, that the failure to so notify shall only reduce the indemnitor's obligations under this Article if and to the extent that the indemnitor is prejudiced thereby; and (ii) gives the other party (a) opportunity to control the response to the claim and (b) defense thereof; provided further, however, that the indemnitor will have the right to participate in any legal proceedings and to be represented by legal counsel, of its choosing, at its own indentitee's cost and expense.

14.6.2 The indemnitor shall not be obligated for any settlement or compromise made without its consent. The indemnities herein to cooperate in good faith with the indemnitor at the request and expense of the indemnitor.

ARTICLE 15

SOME MATTERS: DISASTER RECOVERY; SERVICE INTERRUPTION

15.1 SERVICE RECOVERY. Except for the obligations to make payments hereunder for services actually used and billed as of such date, each party shall be relieved of the obligations hereunder to the extent that performance is delayed or prevented by any cause beyond its reasonable control, including natural calamities, acts of God, public violence, war, civil disorder, telecommunications failures, fire, flood, explosion, labor disputes or strikes or any acts or orders of any governmental authority, railroad or fluctuations in electrical power, heat, light, air conditioning or telecommunications equipment.

15.2 DISASTER RECOVERY. ISG will develop an interim disaster recovery plan ("DRP") for Customer for the implementation. ISG will, or provide, by October 31, 1998, a comprehensive DRP which will consist of (a) a work and continuity disaster recovery procedures implemented for similar situations. The DRP shall be reviewed by Customer and will be assumed to constitute compliance to Customer's data processing operations caused by natural or man-made disasters. Customer will have the right to review the DRP and recommend changes before it goes into effect. ISG will provide Customer 40 hours' written notice of any change of the DRP procedures it

plans to perform. For any disaster recovery services requested by Customer which are in addition to the agreed upon DRP, Customer will pay ISG for such additional services as a New or Additional Service.

15.3 SERVICE INTERRUPTION. Either party shall immediately notify the other of any outage, interruption, failure, cable cut, degradation or other loss of any Service between Service Provider and Customer. Within one or two business days of such notification, the other party shall notify the third party vendor will promptly notify the applicable third party vendor of such service interruption. Resolution of the service interruption shall be handled in accordance with the applicable tariff, regulation or third party vendor agreement. Customer's exclusive remedies and EPC's exclusive liabilities for any service problems relating to the Service between Services Provider and the telecommunications network provider will be the remedies set forth in the applicable tariff, regulations or third party vendor agreement.

ARTICLE 16

DISPUTE RESOLUTION

16.1 DISPUTE RESOLUTION. The ISG Contact Service Representative and the Customer Contact Manager will meet as often as shall reasonably be requested by either party to review the performance of either party's obligations under this Agreement. The ISG Contact Service Representative and the Customer Contact Manager shall have appropriate authority to make decisions on behalf of its entity, and to resolve any dispute, controversy or claim. Such representatives will discuss the dispute, controversy or claim and negotiate a resolution in good faith, without the necessity of any formal proceeding including litigation. Any changes made as a result of such negotiations shall be placed in writing and signed by the appropriate management representative of each party.

16.2 DISPUTE RESOLUTION. All disputes between the parties not resolved by the means described above shall first be resolved by arbitration pursuant to the terms below.

16.2.1 If no agreement has been reached after such good faith negotiations, then either party, upon thirty (30) days prior written notice to the other party identifying with particularity those areas in dispute, may elect such dispute to arbitration. Any such arbitration shall be held at Dallas, Texas, under the rules of Commercial Arbitration of the American Arbitration Association, as amended or supplemented from time to time. The arbitration panel shall consist of three arbitrators. The parties shall each nominate an arbitrator within thirty (30) days of the written notice submitting the dispute to arbitration and the nominated arbitrators shall agree on the third arbitrator within thirty (30) days after the date of time have been nominated.

16.2.2 The parties agree that the award of the arbitrators shall be the sole and exclusive remedy between the parties regarding any claims, counterclaims, issues or accounting presented to the arbitrators; that the award must be consistent with the

terms and conditions of this Agreement that it shall be made and shall be payable in accordance with the award in U.S. Dollars free of any tax, deduction or offset, and that any costs, loss or damage incurred in enforcing the award shall, to the extent allowed, be charged against the party incurring such enforcement.

16.3 CONTINGENT PERFORMANCE. Unless an action under this Agreement is resolved by ISG for nonpayment by Customer, or if the Agreement has been terminated in accordance with other provisions of this Agreement, ISG shall continue to perform its obligations under this Agreement during the arbitration proceedings and Customer shall continue to make payments to ISG in accordance with this Agreement.

ARTICLE IV

TERMINATION

17.1 TERMINATION FOR BREACH.

17.1.1 If either party materially defaults in the performance of any of its obligations under this Agreement (including a default by Customer in its obligation to pay ISG, which is explained in ARTICLE 17.1.2 below), which default shall not be substantially cured within ninety (90) days after written notice is given to the defaulting party specifying the default, or, with respect to any default which cannot reasonably be cured within ninety (90) days, if the defaulting party fails to proceed within thirty (30) days to cure such default and thereafter to proceed with all due diligence to substantially cure such default, then the party not in default, by giving written notice to the defaulting party, may terminate this Agreement as of a date specified in the notice of termination. In such event, Customer shall pay ISG all amounts due under this Agreement for the ISG Services actually provided. The termination shall be effective as of the first day following the end of the cure period or extended cure period as the case may be. A "material default" in the case of ISG shall be defined as a breach of this Agreement which constitutes a continuous failure of ISG to perform one or more of the ISG Services, which failure prevents Customer from providing the Customer products or services to the New or Existing Hotels.

17.1.2 Upon Customer's breach of its obligation to pay ISG in accordance with this Agreement, ISG may terminate this Agreement upon ninety (90) days prior written notice to Customer of ISG's intent to terminate. ISG's termination shall be effective as of the date of such notice, and Customer shall be responsible for paying ISG any outstanding obligations or startup costs which are not fully recognized by ISG as of such date of termination. Notwithstanding the "TERMINATION ASSISTANCE SERVICES", ISG shall provide Customer with reasonably documented and detailed invoices regarding such costs, including hours worked and services provided.

17.1.3 If either party is liquidated, bankrupt or insolvent by a court of competent jurisdiction, ISG shall immediately terminate this Agreement as of the date of such liquidation, bankruptcy or insolvency, and ISG shall take steps to ensure

bankruptcy, wind up, dissolve or liquidate (in each case, either time for the purposes of an assignment, restructuring, or reorganization pursuant to which the surviving entity becomes bound by or succeeds the obligations under this Agreement), or a receiver, trustee or liquidator or appointed receiver for a lien holder takes possession of, or is or constructively is of such party's property or assets, or anything similar to any of the foregoing occurs in relation to such party under the laws of any jurisdiction, the non-defaulting party may terminate this Agreement on notice to the defaulting party. In the case of (ii) above, Customer shall pay ISG all amounts due under this Agreement for the ISG Services actually provided and the termination liquidated damages.

17.2 TERMINATION FOR CONVENIENCE.

17.2.1 TERMINATION BY CUSTOMER. At any time upon or after January 1, 2003, Customer may terminate this Agreement, provided that Customer has given ISG at least six (6) months written notice prior to the proposed termination date. In the event of such termination, Customer shall pay ISG all amounts due under this Agreement for the ISG Services actually provided and the termination liquidated damages. The parties agree that if Customer exercises its right to terminate pursuant to this ARTICLE 17.2.1, the losses, expenses and damages suffered by ISG would be onerous and difficult to calculate. Therefore, the parties agree that the termination liquidated damages are not a penalty, and are a reasonable estimate by both parties of such losses, expenses and damages. Customer shall pay the termination liquidated damages within thirty (30) days of receipt of an invoice from ISG. ISG shall provide Customer with reasonably documented and detailed invoices regarding such termination liquidated damages, including hours worked and services provided.

17.2.2 TERMINATION BY ISG. At any time upon or after January 1, 2003, ISG may terminate this Agreement, provided that ISG has given Customer at least six (6) months written notice prior to the proposed termination date. In the event of such termination, Customer shall pay ISG all amounts due for the ISG Services actually provided under this Agreement up to the date of termination.

17.3 FORCE MAJEURE.

17.3.1 If this Agreement is terminated by ISG for convenience or is terminated by Customer for a material default by ISG, ISG will remain Customer, for the remainder of the term, effective as of such proposed termination date, and at no additional cost, a nontransferable, nonexclusive right to use, and access the ISG's source code and the ISG's database, and to use the ISG Software to process the Customer data only, subject to Customer and ISG entering into a license agreement, in force and operation mutually acceptable to ISG and Customer, containing such terms and conditions as may be applicable, including terms and conditions protecting the confidentiality of the software. In the event that Customer wishes to have a separate license with ISG, ISG agrees to provide the source code to Customer, subject to the terms and conditions of the license agreement, in force and operation mutually acceptable to ISG and Customer.

including such terms and conditions as may be appropriate, including terms and conditions protecting the confidentiality of the software. In the event of (ii) ISG's termination for convenience as provided in ARTICLE 17.2.2, ISG Customer's termination for a material default by ISG, or ISG's expiration or termination of this Agreement, and if Customer either has assigned or will assign the Agreement to an entity which, in ISG's reasonable opinion, is a competitor of ISG in the hospitality, transportation and/or travel technology industries, ISG shall have the discretion to decide whether or not to provide the source code to such assignee of proposed assignee.

17.3.2 If this Agreement is terminated by Customer for convenience, as terminated by ISG for a material default by Customer or breach of payment obligations by Customer, or expires, Customer's right to use and access ISG's and the ISG's database shall cease, effective as of such applicable termination date of the expiration date.

ARTICLE V

TERMINATION ASSISTANCE SERVICES SURVIVAL.

18.1 TERMINATION ASSISTANCE SERVICES. Upon expiration or termination of this Agreement for any reason except termination for material default by Customer or breach of payment obligations by Customer, ISG will continue to provide termination assistance services, in addition to a window of the ISG services, as may be reasonably requested by Customer to enable Customer to replace the ISG Services collectively, the "TERMINATION ASSISTANCE SERVICES". Except in the event of termination by ISG for convenience, the Termination Assistance Services shall be provided by ISG at an additional charge, to be agreed in advance by the parties and set forth in writing. Such Termination Assistance Services may include, without limitation, the following:

18.1.1 Developing a plan for the orderly transition of Customer data processing and source database access services from ISG to Customer.

18.1.2 Except in the case of expiration of this Agreement, providing reasonable training to Customer's personnel in the performance of the ISG services then being performed by ISG.

18.1.3 Even in the case of termination for material default by Customer or breach of Customer of its payment obligations, ensuring Customer with duplicates of magnetic tapes or print out of Customer's data base or providing Customer with the Customer data in a form deemed appropriate by ISG.

18.2 CONFIDENTIAL ASSISTANCE DATA. ISG shall not be required to perform the Termination Assistance Services for a period in excess of ninety (90) days from and after the termination date of the expiration date.

18.3 SURVIVAL. The terms set forth in ARTICLE 5 of this Agreement regarding use of software shall survive any termination or expiration of this Agreement, and shall apply to any license granted to Customer hereunder as of such date of termination.

ARTICLE VI

ASSIGNMENT

19.1 COMPLIANCE WITH APPLICABLE LAW. Each party will comply with all applicable laws, rules, regulations and ordinances governing its conduct, facilities and assets. On the effective date, each party, at its own expense, will have obtained all necessary approval from governmental, regulatory or other authorities with jurisdiction over its operations, facilities and assets to enter into and perform its obligations under this Agreement.

19.2 EXPORT, RE-EXPORT, AND TRANSFER CONTROLS.

19.2.1 Customer will be responsible for obtaining any necessary government approvals, consents, licenses and/or permits to enable Customer to (a) export any products or technical data required for ISG's performance under this Agreement from the United States or any other country of origin, (b) import such products and technical data into any other country, and (c) pay ISG all amounts in U.S. Dollars as required by this Agreement. Upon request, ISG will promptly provide Customer with any necessary certificates, affidavits regarding re-export or other certifications and documents as are reasonably available to ISG and required from ISG for Customer to obtain any such approvals, consents, licenses and/or permits. ISG shall not be required to perform any portion of the ISG Services under its export controls or the U.S. export laws. Each party shall bear all costs, fees and expenses associated with obtaining such approvals, consents, certificates, affidavits and other items for which it is responsible under this Agreement, and upon request will provide to the other evidence that any such items have been obtained and all fees have been paid.

19.2.2 Notwithstanding anything in this Agreement to the contrary, Customer shall not directly or indirectly export (or re-export) any ISG software, the ISG Services, and any other technical assistance provided by ISG (collectively, the "TECHNICAL DATA"), or permit transportation of same (a) to any country or destination for which the United States government or a United States government agency requires an export license or other approval for export without first having obtained such license or other approval, or (b) if otherwise contrary to United States law. This obligation shall survive the expiration or termination of this Agreement.

19.3 BINDING FORCE AND ASSIGNMENT. This agreement shall be binding on Customer and ISG and their respective successors and assigns. This Agreement may not be assigned by either party without the prior written consent of the other party, which consent shall not be unreasonably withheld. Customer may not merge with or into another entity, except for another affiliate of ISG Corporation, without the prior

written consent of ISG, which consent shall not be unreasonably withheld. ISG shall have no right to subcontract any of its obligations under this Agreement to a third party without the consent of Customer, provided, however, that if the data center operations are subcontracted by ISG to a subcontractor other than DDC or DDC's ONSITE Technology Services Division, ISG may do so, only with Customer's prior written consent, which consent shall not be unreasonably withheld. ISG shall pay all costs incurred in any such change of subcontractor.

15.4 NOTICES. Whenever under this Agreement one party is required or permitted to give written notice to the other, such notice shall be deemed given the third day after its mailing by one party, postage prepaid, to the other party addressed as follows:

In the case of ISG:  
Attention:  
The SARRS Group, Inc.  
MC 3182  
Box 228474  
New Mexico, TX 75281-2614  
Fax number: (817) 381-9783

In case of Customer:  
Attention:  
TELESERVICE CORPORATION, INC.  
4202 Haveridge Road  
Lawe North, TX 75085  
Fax number: (817) 358-8599

Any notice that shall be mailed pursuant to the foregoing shall also be delivered by hand or transmitted by fax and shall be effective when first received by the addressee. Either party may from time to time specify as the address of fax number for purposes of this Agreement any other address or fax number upon giving ten (10) days prior written notice thereof to the other party.

15.5 CONFIDENTIALITY. This Agreement may be executed in several counterparts, all of which taken together shall constitute one single agreement between the parties.

15.6 HEADINGS. All article and section titles or captions in this Agreement are for convenience only. They shall not be deemed part of this Agreement and in no way define, limit, extend, or describe the scope or intent of any of its provisions.

15.7 RELATIONSHIP OF PARTIES. This shall be and act as an independent contractor hereunder and no employee of either party shall be deemed to be an employee of the other for any purpose whatsoever. Each party shall comply, at its own expense, with the provisions of all applicable state and municipal requirements, and with all state and federal laws applicable to it as an employer and otherwise.

15.8 NO SOLICITATION. Except for the transition of employees as described in ARTICLE 4, herein, during the term of this Agreement and the a period of two (2) years thereafter, neither party shall solicit, induce or attempt to induce any current or former employees of the other party, who either were involved in providing or receiving the ISG services, unless such former employee have not provided or received services on behalf of such party for a period of one (1) year.

15.9 SAVINGS CLAUSES. In the event any provision of this Agreement is held to be unenforceable or unenforceable, such provision shall be deemed modified to the extent necessary to become valid and enforceable.

15.10 ASSIGNMENT. Where Agreement, approval, acceptance, consent or similar action of either party is required by any provision of this Agreement, such action shall not be unreasonably delayed or withheld.

15.11 WAIVER. No delay or cessation by either party herein to exercise any right or power conferred hereon, repair such right or power or be construed to be a waiver thereof. A waiver by either party of any of the provisions to be performed by the other or any breach of a covenant shall not be construed to be a waiver of any succeeding breach or of any other covenant contained in this Agreement.

15.12 ATTORNEY FEES. If any legal action or other proceeding is brought for the enforcement of an award under ARTICLE 15.4, the prevailing party shall be entitled to recover reasonable attorney's fees and expenses and other costs incurred in that action or proceeding, in addition to any other relief to which it may be entitled.

15.13 MEDIA RELEASES. All media releases, public announcements and public disclosures by either party relating to this Agreement or its another matter, including, without limitation, press releases or marketing material (but not including any announcement intended solely for internal distribution by the disclosing party or any disclosures required by legal, accounting or regulatory requirements beyond the reasonable control of the disclosing party) shall be coordinated with and approved by the other party prior to the release thereof.

15.14 NO THIRD PARTY BENEFICIARIES. Except as otherwise provided herein, nothing in this Agreement may be relied upon or shall benefit any individual other than Customer or ISG. Without limitation the foregoing, nothing in this Agreement, whether expressed or implied, will confer upon any employee of Customer or ISG any right or remedy, including, without limitation, any right to employment or continued employment for any specified period of time.

15.15 ENTIRE AGREEMENT. This Agreement, including any schedules referred to herein and attached hereto, shall be incorporated in this Agreement for all purposes, constituting the entire agreement between the parties with respect to the subject matter of this Agreement and there are no representations, understandings or

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agreements relating to this agreement that are not fully expressed herein. An agreement, modification, waiver or discharge of this agreement shall be valid unless agreed to and signed by an authorized representative of the party against which such agreement, modification, waiver or discharge is sought to be enforced.

15.16 GOVERNING LAW. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Texas, regardless of conflict of laws rules.

15.17 WAIVER OF CLAIMS. As of the date of complete execution of this Agreement, ISG and Customer each, for itself and on behalf of its present and former directors, officers, representatives, employees, attorneys, advisors, agents, affiliates and associates, and their respective predecessors, heirs, executors, administrators, successors and assigns, and all persons acting in concert with any such person (the "RELEASED PARTIES"), hereby releases and discharges the other party and each of the represented parties from any and all liabilities, obligations, claims, demands, actions, causes of action, damages, costs, costs and expenses in every form and manner whatsoever (except for (i) payment obligations due with respect to any of the ISG Services, Service Database Access Services, New or Additional Services or any other services provided under this Agreement, or (ii) any indemnifiable losses provided in ARTICLE 15.1) (to the extent of the express representations and warranties set forth in ARTICLES 12.1, 12.2, 14.1, 14.2, 14.3 or 14.5 of this Agreement, as law or in equity, known or unknown, suspected or unsuspected, which either party now has, owns or holds, ever had or may have owned or held, or hereafter could or should have, own or hold against the other party, by reason of any fact, matter, course, conduct or thing relating to or arising from any dispute or claim occurring or existing in any way whatsoever (the "CLAIMS") from the beginning of time up to the date of complete execution of this Agreement. ISG and Customer each coveas that it and its affiliates and associates will not institute, prosecute or pursue before any federal, state or other governmental or regulatory authority, domestic or foreign, any claim at law or in equity, which either has been asserted or could have been asserted in connection with such claims.

15.18 WAIVER OF CLAIMS IN EVENT OF ASSIGNMENT. If this Agreement is assigned to a third party by either ISG or Customer, then, as of such date of assignment, ISG and Customer each, for itself and on behalf of its represented parties, hereby releases and discharges the other party and each of the represented parties from any and all claims (except for (i) payment obligations due with respect to any of the ISG Services, Service Database Access Services, New or Additional Services or any other services provided under this Agreement, or (ii) any indemnifiable losses provided in ARTICLES 14.1 (to the extent of the express representations and warranties set forth in ARTICLES 12.1, 12.2, 14.1, 14.2, 14.3, 14.4 or 14.5 of this Agreement, from the beginning of time up to the date of assignment of this Agreement. ISG and Customer each agrees that it and its affiliates and associates will not institute, prosecute or pursue before any federal, state or other governmental or regulatory authority, domestic or foreign, any claim at law or in equity, which either has been asserted or could have been asserted in connection with such claims. For purposes of this Article

15.19, an assignment will include any sale of stock or other transaction in which Customer and ISG become affiliated.

IN WITNESS WHEREOF, ISG and Customer have duly caused this Agreement to be signed and delivered by its duly authorized officer. All as of the Effective Date.

TELESERVICE CORPORATION, INC.	THE SARRS GROUP, INC.
By: _____	By: _____
Name: J. H. Goun	Name: Theresa M. Cook
Title: President, AMR Global Services, Inc.	Title: President, SARRS Technology Services Division
Date: _____	Date: _____

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SCHEDULE 3 . . . . .

SMS SERVICES

1. Operation/maintenance of all the existing hotels commencing as of the Effective Date of this Agreement.
2. "Train the Trainers" level of application training
3. Train the Database administrators
4. An additional 10 days of training each year for Customer employees. Customer will specify the target group to be trained together with a five-day syllabus at least one month prior to commencement of the training. Customer will bear the cost of the TSO instructor's fee.
5. CRM Consultation/Customer Support
6. Operators of the SPRINT system within Agreed service levels. TSO shall only be responsible for maintaining the agreed upon service levels in the operation of SPRINT between the TSO Data Center and either the Customer center or the center of any location of any New or Existing Hotel which has a direct connection to the TSO Data Center; provided, that such connection shall contain TSO's network engineering and technology in already available to such location.
7. Maintenance of the SPRINT application, pursuant to SPECIFICATIONS 4.9 herein.
8. Remote management and third level application problem resolution
9. Implementation of ONVIEB and QIN ACCESS, pursuant to the terms contained in this Agreement
10. Technical support help desk available twenty-four hours per day, seven days per week, including call logging and reporting
11. Personalized consultation of the existing system customer's CRM and sales database where practical. It may be more appropriate to manually enter data into the SPRINT as part of customer training supported by TSO, depending upon the specific existing hotel and the structure of the sales database. This will be subject to Customer and the client's approval of an acceptable solution on a case by case basis.
12. With the exception of FIRST CLASS CONFIDENTIAL RESERVING REQUESTED, each of the existing hotels will be provided with 100 connectivity via WIRELESS in SPRINT equal to the level

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available in ACTION when the client is out-of-office. The availability of services at 1 require support from 8:00AM and 8:00PM, and will be subject to the availability of their support.

13. The list of SMS interfaces listed below will be available at out-of-office, subject to SMS vendor cooperation and support.

SMS INTERFACES

SMS VENDOR	PRODUCT	TYPE	CLASS	DESCRIPTION
Hotel Data Systems	Hotels	2 Way	CONFIDENTIAL TRAVELER INFORMATION REQUESTED	
Hotel Information	CRS 110	1 Way	CONFIDENTIAL TRAVELER INFORMATION REQUESTED	
Hotel Information	Hotels	1 Way	CONFIDENTIAL TRAVELER INFORMATION REQUESTED	
N Corp	Hotels	1 Way	CONFIDENTIAL TRAVELER INFORMATION REQUESTED	
TRAVEL ONLINE CONFIDENTIAL TRAVELER INFORMATION REQUESTED	Inventory	1 Way	CONFIDENTIAL TRAVELER INFORMATION REQUESTED	
NAUTICUS	CRS	1 Way	CONFIDENTIAL TRAVELER INFORMATION REQUESTED	

(1) Note: Feed Inventory and availability only  
(2) Note: Not yet implemented

All

APPENDIX 1.1.1

SERVICES LEVELS AND SYSTEM PERFORMANCE

- Overall site hardware and software shall be maintained by TSO, twenty-four hours per day, seven days per week, subject to SPRINT downtime referred to as "SCHEDULED DOWNTIME" and "UNEXPECTED SCHEDULED DOWNTIME", each as defined below.
  - TSO may from time to time schedule the Scheduled Downtime for system maintenance and software modifications between the hours of 00:00 and 04:00:00 on Sundays. TSO shall give Customer not less than forty-eight hours notification of the Scheduled Downtime and expected duration. In addition, TSO may schedule additional scheduled downtime for operational necessity ("UNEXPECTED SCHEDULED DOWNTIME"). Such additional scheduled downtime may be scheduled by TSO for up to two (2) hours per month during the term, on any day of the week, between 00:00 and 04:00:00. TSO shall give Customer not less than forty-eight hours notification of the additional scheduled downtime and expected duration. Such additional Scheduled Downtime later each month shall be deducted from the scheduled downtime allowed on the following Sunday.
  - The SPRINT application availability, not including any Scheduled Downtime or additional Scheduled Downtime, shall be a monthly average of FIRST CLASS CONFIDENTIAL TRAVELER INFORMATION REQUESTED. The measurement of this goal shall begin on the Next Date.
  - If, within five (5) working days from the end of any calendar month in which TSO is unable to meet the goal of FIRST CLASS CONFIDENTIAL TRAVELER INFORMATION REQUESTED, TSO is not able to recover the MTD of FIRST CLASS CONFIDENTIAL TRAVELER INFORMATION REQUESTED during any twenty-four (24) hour period between 00:00:00 of one day and 24:00:00 of the same day, Customer may see the FIRST CLASS CONFIDENTIAL TRAVELER INFORMATION REQUESTED percent (FIRST CLASS CONFIDENTIAL TRAVELER INFORMATION REQUESTED) of the Service Level Charge imposed by TSO for each month, as well as FIRST CLASS CONFIDENTIAL TRAVELER INFORMATION REQUESTED percent (FIRST CLASS CONFIDENTIAL TRAVELER INFORMATION REQUESTED) of Customer's share of recurring annual charges for each month.
  - In no event shall the aggregate monthly amount set forth by Customer for any one month exceed FIRST CLASS CONFIDENTIAL TRAVELER INFORMATION REQUESTED percent (FIRST CLASS CONFIDENTIAL TRAVELER INFORMATION REQUESTED) of the total monthly fees billed by TSO for such month.
- The average application performance response time shall be less than 100 milliseconds to either the Customer center or the center of any location of any New or Existing Hotel which has a direct connection to the TSO Data Center (provided that such connection shall contain TSO's network engineering and technology in already available to such location) shall be as follows:

Hotel Information System (HIS) Display:	Less than 100 milliseconds	CONFIDENTIAL TRAVELER INFORMATION REQUESTED
Search Night Availability Display:	Less than 100 milliseconds	CONFIDENTIAL TRAVELER INFORMATION REQUESTED
Single Property Weekly Availability Display:	Less than 100 milliseconds	CONFIDENTIAL TRAVELER INFORMATION REQUESTED

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- NSD will provide the NSD Data Center with disaster avoidance features, including, but not limited to:
  - Back-up/recovery facility
  - Computer Room Security
  - Off-site Data Storage
  - UPS w/ two Power Grids

The NSD for operational delivery, not including any Scheduled Downtime, shall be the following monthly charges:

[[[REDACTED]]] - CONFIDENTIAL MANAGEMENT REQUIRED person (1) per month - CONFIDENTIAL MANAGEMENT REQUIRED (1) of all reservations made for all New and Existing Hotels to be sent WITHIN 24 HRS - [[[REDACTED]]] - CONFIDENTIAL MANAGEMENT REQUIRED (1) per month - CONFIDENTIAL MANAGEMENT REQUIRED (1) of all reservations made for check in for the current day or the next day.

[[[REDACTED]]] - CONFIDENTIAL MANAGEMENT REQUIRED person (1) per month - CONFIDENTIAL MANAGEMENT REQUIRED (1) of all reservations made for all New and Existing Hotels to be sent WITHIN 24 HRS - [[[REDACTED]]] - CONFIDENTIAL MANAGEMENT REQUIRED (1) per month - CONFIDENTIAL MANAGEMENT REQUIRED (1) of all reservations made for check in for the current day or the next day, regardless of the date of check-in, unless predetermined delivery times have been stated by Customer.

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SCHEDULE 1.3

SHARED CIRCUITS

One (1) T1 Frame Relay Circuit connecting the SPINTEL router at Gateway 13 to SPINTEL Private Relay node (10088400 IN # 2841254)

One (1) 56Kbps ISDN Fax Circuit connecting the SPINTEL router to SPINTEL 523 network (10088400 IN # 2841254). Note: this circuit will no longer be in use after the host/fax application migrates the ISDN Fax Circuit in its entirety.

Two (2) 56Kbps Circuit connecting from SPINTEL 523 network to the SPINTEL router, allowing full backup capability from hotel customer (10088400 IN # 2841254).

Two (2) T1 Circuits connecting the host/fax services to two additional servers at 10088400 IN# 2841254 and 2841254. Note: one of the two circuits will no longer be in use shortly after the Effective Date of this Agreement.

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SCHEDULE 1.4

MARKETING

1. The parties agree to jointly market the SPINTEL multichannel hotel reservation system and the SPINTEL functionality together with Customer's call center operations (CUSTOMER'S CALL CENTER) and/or other services (GSM SERVICES), which shall be known collectively as the Private Label Services (the "PRIVATE LABEL SERVICES"), as set forth below in this schedule, and agree to jointly market the SPINTEL Multichannel Services. The "SPINTEL Multichannel Services" shall be defined as Customer providing service to SPINTEL to any existing hotel or potential client (as defined) for the processing of reservations in such hotels' own internal operations.

2. Either TSG or Customer may contract with a potential customer (POTENTIAL CLIENT) for the Private Label Services, subject to the terms set forth below. In such case, the party that contracts with the potential customer shall be the prime contractor for such services and the other party shall be the subcontractor unless otherwise agreed. In the case where either party is the prime contractor, such party shall determine the cost of its own services within its discretion. Customer shall give TSG cost data for the GSM Services/Voice Reservation Services to include in TSG's proposals to any potential client where TSG is the prime contractor.

3. TSG and Customer may agree to the following joint marketing scenarios, as described in this schedule:

(i) SPINTEL ONLY: If Customer presently offers voice Reservation Services or GSM Services to an existing hotel, Customer may provide the Private Label Services as well as the SPINTEL Multichannel Services. In such event, Customer shall pay TSG the charges set forth in ARTICLE 7 of this Agreement.

(ii) POTENTIAL CLIENT: If Customer contracts with a potential client for both voice Reservation Services and GSM Services, Customer may provide the Private Label Services as well as the SPINTEL Multichannel Services. In such event, Customer shall pay TSG the charges set forth in ARTICLE 7 of this Agreement.

(iii) If Customer contracts with a potential client for EITHER Voice Reservation Services or GSM Services, Customer may provide the Private Label Services. In such event, Customer shall pay TSG the charges set forth in ARTICLE 7 of this Agreement. Customer may provide the SPINTEL Multichannel Services, at a price per hot reservation to be determined by TSG.

(iv) If Customer contracts with a potential client for BOTH the SPINTEL Multichannel Services, Customer may provide such SPINTEL Multichannel Services. In such event, the price per hot reservation shall be determined by TSG. Customer shall also:

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pay the Shared Exchange Access Service charges as specified in ARTICLE 7.3 of this Agreement.

(v) The following table outlines the charges per hot reservation that will be charged to Customer for a potential client, subject to the terms and conditions of this Agreement:

SCENARIO	POTENTIAL CLIENT				PRIVATE LABEL SERVICES	SPINTEL MULTICHANNEL SERVICES
	VOICE	GSM	MULTICHANNEL	RESERVATION		
A	No	No	No	No	N/A	N/A
B	Yes	No	No	[[[REDACTED]]] - CONFIDENTIAL MANAGEMENT REQUIRED	N/A	N/A
C	Yes	Yes	No	[[[REDACTED]]] - CONFIDENTIAL MANAGEMENT REQUIRED	N/A	N/A
D	Yes	Yes	Yes	[[[REDACTED]]] - CONFIDENTIAL MANAGEMENT REQUIRED	[[[REDACTED]]] - CONFIDENTIAL MANAGEMENT REQUIRED	N/A
E	No	Yes	No	[[[REDACTED]]] - CONFIDENTIAL MANAGEMENT REQUIRED	N/A	N/A
F	No	Yes	Yes	[[[REDACTED]]] - CONFIDENTIAL MANAGEMENT REQUIRED	N/A	[[[REDACTED]]] by TSG
G	No	No	Yes	N/A	N/A	[[[REDACTED]]] by TSG
H	Yes	No	Yes	[[[REDACTED]]] - CONFIDENTIAL MANAGEMENT REQUIRED	N/A	[[[REDACTED]]] by TSG

1. TSG agrees to have a full time salesperson for multichannel hotel reservations agree marketing to potential clients. Customer, in its marketing efforts, may demonstrate SPINTEL, but may not give access to, disclose, or allow potential clients to evaluate SPINTEL, unless a nondisclosure agreement that is acceptable to TSG is executed between Customer and the potential client.

2. In the event that Customer provides the SPINTEL Multichannel Services to potential clients under ARTICLE 4, Customer shall do so under the terms of this Agreement, unless otherwise agreed to by you, which agreement will not be enforceable against you. Such SPINTEL Multichannel Services shall be subject to potential client's internal use only and subject to the restrictions maintained in this Agreement regarding Customer's use of SPINTEL.

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8. The terms and conditions for the provision by Customer of the SPIRELY  
optional Services to any Potential Client shall be agreed to in writing between  
TSC and Customer as a work order to this Agreement, prior to commencing in  
writing to the Potential Client.

SCHEDULE 4.1

SMITHSONIAN

9. TSC will give Customer product pricing by January 25th of each year for  
products that can be purchased other than SPIRELY, such as the Byte Software  
of the TSC Hospitality based software. The current price for Potential Clients  
is 95% (95% OFF) - CONFIDENTIAL PRICING REQUEST per the reservation  
for SPIRELY Multicast Services, unless otherwise agreed to by TSC.  
Implementation and development services would be performed by TSC at an  
additional charge on a time and materials basis, unless otherwise agreed in  
writing.

[CONFIDENTIAL - CONFIDENTIAL PRICING REQUEST]

10. Said party will provide the other with monthly marketing reviews and  
sales reporting plans for marketing of the Private Label Services during the  
upcoming quarter.

11. No royalties shall be given to either party for the royalties by the  
owner of the Private Label Services. Customer may charge, in its discretion,  
any amount for the DNS Services and/or the Video Reservation Services which are  
provided in conjunction with the SPIRELY Multicast Services as described above.

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SCHEDULE 4.3

SPIRELY FUNCTIONALITY

[CONFIDENTIAL - CONFIDENTIAL PRICING REQUEST]

[CONFIDENTIAL - CONFIDENTIAL PRICING REQUEST]

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xvi.

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YSG SOFTWARE MANAGEMENT: Data based resource management application developed by YSG for Holiday Inn. Includes development of a central database for hotel properties.

YSG SOFTWARE SALES MANAGEMENT: Data driven by an extensive main frame PC based resource management application developed by YSG. Designed as a stand-alone, property-based application for forecasting and automating inventory controls.

YSG SOFTWARE GUEST (NOW OPERATING AS AN EXTENSIVE MAIN-FRAME): PC-based frequent guest application used to create and maintain customer loyalty by offering recognition awards and incentives. Tracks frequent guest statistics, manages bonuses and promotions, and performs marketing analysis on guest preferences.

YSG SOFTWARE INVENTORY CONTROL (AS OPERATING MAIN-FRAME): A distribution analysis system that characterizes and monitors hotel inventory and helps to improve the hotel's presentation and occupancy.

YSG SOFTWARE: A product line of PC-based software products that transform complicated transaction-based hotel reservations into versatile, user-friendly systems by providing easily configurable user interfaces. The software helps reduce cost and increase hotel occupancy, customer service, improve customer service, and customize online information groups.

NON-SOFTWARE APPLICATIONS

YSG SOFTWARE

YSG SOFTWARE MANAGEMENT SYSTEMS: Revenue management application developed for Hyatt by YSG. YSG does not have any rights to market the application.

YSG SOFTWARE SALES (NOW OPERATING AS AN EXTENSIVE MAIN-FRAME): Group sales application for hotel chains and marketing organizations that have a matrix of regional sales teams.

YSG SOFTWARE GUEST MANAGEMENT: Application to manage meeting room inventory, plan and track catering events and generate forecasts at a property level. Fully integrated with the YSG SOFTWARE application.

YSG SOFTWARE INVENTORY MANAGEMENT SYSTEM: Hyatt RMS that is not marketed by YSG.

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SCENARIO 4.3.1  
ADVISING DETAILS

SCENARIO 4.3.1

IMPLEMENTATION ROLES AND RESPONSIBILITIES

INITIAL ROLES & RESPONSIBILITIES (IMPLEMENTATION) INITIAL ROLES & RESPONSIBILITIES (IMPLEMENTATION)

PROJECT MANAGEMENT: PROJECT MANAGEMENT:

Identify Scope of Project: Maintain Internal Customer Defect Plan  
Create & Maintain Project Plan: Coordinate Implementation Activities between Customer and Skilling Hotels

Coordinate Implementation: Conduct Regular Status Meetings with the various Customer Groups Involved in the Implementation

Conduct Weekly Internal Status Meetings with the various groups: Conduct Regular Status Meetings with the Skilling Hotels

Conduct Weekly Status Meetings with Customer to identify/resolve any outstanding issues

COMMUNICATIONS: COMMUNICATIONS:

Network: Network:

Order, Install & Test Hardware between Customer's Reservation Office and YSG Data Center as required

Configure Network to connect Customer Res Traffic

Verify Customer Network between Reservation Center and Operations are configured prior to customer

Verify Network Connectivity between Skilling Hotels & Customer

Verify Network Connectivity between Skilling Hotels & YSG

Hardware: Hardware:

Verify Customer Hardware Compatibility with YSG and make necessary reconfigurations

Verify Customer Hardware is compatible with YSG

Coordinate Ordering, Shipping and Installation of Hardware, as required

Verify Network Connectivity between Hotel Connectivity

Obtain Sign-off for Existing Hotel Hardware

Setup via dial up

Setup dial up connection for existing hotels accessing

Setup via modem

xiv.

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Obtain New PCs for existing Hotels receiving technical via fax machine	
<b>OPERATION CREATION:</b>	<b>DATABASE CREATION:</b>
Create Databases for Existing Hotels	Compile Data to populate Databases for all existing Hotels
Test Databases for all existing Hotels	Populate Databases for Existing Hotels
Activate Databases & turn over to Customer for population	General Maintenance Section
	Creating Hotel Maintenance Section
	NY

<b>APPLICATION TRAINING:</b>	<b>APPLICATION TRAINING:</b>
Obtainize Technical Material	Obtain Internal Training for Observations Agents
Provide Training Material to	Conduct Training for Creating Outbound Levels
Conduct Database Training	
Conduct from the Trainer Reservations Training	
Assist with Client (Property) Training for BEST SYSTEMS COMPLETION	
Train first and second level support	Train third level support
<b>CRM CONVERSION/COVER:</b>	<b>CRM CONVERSION/COVER:</b>
Develop automated CRM Conversion Program from Action	Provide XML tape/data file to ISM for conversion testing
Test CRM Conversion Program	Determine Outbound Support to Deploy at Customer & Existing Hotel sites
Determine CRM Reception processing	Provide Support at Customer & Existing Hotel sites
Optimize Outbound CRM (tape or data file)	Complete Database Requirements for Seamless Connectivity and Training Data by Customer
Convert Customer CRM	
Process Exceptions to CRM conversion	
Test CRM Connectivity (Type A & Type B traffic)	
Coordinate Seamless Interface Connectivity	
Test Seamless Interface (as available)	
Provide Customer Support (SMS & Locations)	
Deploy Outbound Support at ISM and Customer	

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SCHEDULE 4.4  
 SCHEDULE 4.4  
 SCHEDULE 4.4

SCHEDULE 4.5

TRAINING

<b>OPERATIONAL ROLES &amp; RESPONSIBILITIES:</b>	<b>OPERATIONAL ROLES &amp; RESPONSIBILITIES:</b>
Provide Project Management for New Hotels	Coordinate Implementation Plan for New Hotel Implementation
<b>DATABASE CREATION:</b>	<b>DATABASE CREATION:</b>
Create, Test & Activate Databases for New Hotels	Compile Database Information for each New Hotel
	Populate Databases for each New Hotel
<b>COMMUNICATIONS:</b>	
<b>CRM CONNECTIVITY:</b>	
Obtain Site ID's for New Hotels addressing SPICIV via Dial up	
Create Dial up connections for New Hotels addressing SPICIV via modem	
Create XML File for New Hotels receiving bookings via fax machine	
<b>TRAINING:</b>	<b>TRAINING:</b>
Maintenance and updating of Customer Support Training Materials	Update/Customize Training Materials, as needed
	Train Customer Database Maintenance for each New Hotel
	Train Customer & Hotel Observations Agents
	Setup Output/Communication for Dial up Hotels
<b>CRM CONVERSION/COVER:</b>	<b>CRM CONVERSION/COVER:</b>
Identify & Test CRM Conversion Program	Provide Customer Support as New Hotel Conversion
Third Level Support	First and Second Level Support
Optimize & Convert CRM	Provide XML tape/data file to ISM for conversion testing
Process Exception CRM from CRM Conversion	
Test CRM Connectivity (Type A and B Traffic)	
Coordinate and Test Seamless Image Interface	
Provide Customer Support to ISM and Customer	
<b>OPERATION:</b>	
<b>ACCOUNT MANAGEMENT:</b>	<b>ACCOUNT MANAGEMENT:</b>
Identify & resolve any issues that may arise with Customers	Identify & resolve any issues that may arise with New Hotels

**TRAINING MATERIALS:** Training for the central reservation agents, administrative personnel and the properties is of critical importance. ISM will provide all of the training materials to ensure to introduce employees to the CRM system and which are system-related, including appropriate procedures and direction applications. Materials for modifications made to the SPICIV system will be provided by ISM as they are released. Training materials, including COMMENTS for the following areas will be provided:

- Help Desk Reports
- Data Replication
- Subject Matter Experts
- Reservation Application
- Database Administration
- Agents

**CRITICAL SYSTEM CONFIGURATION:** In order to become productive in terms of determining how best to implement and utilize SPICIV, key users, administrators, trainers, and technical personnel need the benefit of in depth training. This person will also give customer personnel the necessary skills to begin identifying areas where the application may need to be changed. ISM suggests that initial familiarization for this core group be divided into two sessions with a follow on session devoted to train the trainer course development. It is suggested that course responsibility for user training go through all three training phases.

**DETAILED TRAINING:** This course is designed to provide the participants with a background on how to take advantage of the flexibility of the SPICIV database. Those attending the class will develop a complete understanding of how the system manages data and the various ways hotels may be represented. A complete overview of all the database relationships, identifiers, and query functions are included as part of this course. These skills and information will be critical as Customer Decision Now SPICIV will be implemented in the environment.

Initially, ISM will train up to eight (8) participants who will attend two days of classes.

with:

\* Conversion of records from any CRM other than ACT/CM and CRM will be billed on a fee or Additional Service as defined in APPLICABLE P.O.

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TRAINING OPERATIONS/TRAIN THE TRAINERS Working with an experienced SPERRY  
Trainer, participants will develop a comprehensive training program to  
familiarize the users with SPERRY. These participants will assume the trainers  
for Customer and be responsible for conducting 4th user training.

CONCEPT APPLICATION TRAINING With SPERRY database skills as the foundation,  
general application training is more meaningful and much easier. Through the  
use of scenarios, the participants will acquire the necessary skills to use the  
system for reservation processing and will thus be able to identify necessary  
changes.

Initially, ISD will train up to eight participants who will attend five (5) days  
of classes. ISD will also provide one (1) week of training support for each  
existing user.

XXI.

SCHEDULE 4.9

MAINTENANCE

CONDUCT IN TECHNICAL DEVELOPMENT

ISD shall take any and all changes to SPERRY which may be required from time to  
time by changes or additions to the operating system, network infrastructure,  
hardware, or database, all as set forth below.

TECHNICAL SUPPORT

ISD shall make available the maintenance and development personnel as required  
to assist customer in resolving problems and answering end user questions, and  
providing other technical support and assistance, all as set forth below.

SPERRY, PERM AND PERM

- ISD will record and track all System Problem Reports ("SPR"), Preliminary  
Service Requests ("PSR") and Service Requests ("SR"), and will report on  
the status monthly.
- ISD and Customer will agree on formal notification and escalation  
procedures.

LEVEL

- LEVEL 1 SUPPORT - System is either inaccessible, incapable of being put into  
productive use, or operates but has severely impaired functionality and/or  
performance. These problems have the highest priority for resolution and  
are immediately assigned to the appropriate resources for resolution.  
ISD will contact Customer upon creation of the problem. This type of  
critical application problem will be categorized as Level 1. ISD will  
commence work on a correction immediately and will propose its resolution  
for fixing such level 1 errors within two (2) hours of receipt of notice  
from Customer of the nature of such Level 1 error.
- LEVEL 2 SUPPORT - If a problem does not prevent the productive use of  
SPERRY, but impairs business functions which are not related to revenue or  
immediate customer service (i.e., inability to access the reports database,  
operator delivery down, report/retrieval not being updated or queries purged,  
issues within database administration), the problem will be classified as a  
Level 2 error. ISD will respond to the report of a Level 2 error no later  
than the next business day.
- LEVEL 3 SUPPORT - If the reported problem does not indicate that the SPERRY

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application has failed to operate according to specifications, it will be  
classified as a Level 3 error. These problems will be forwarded to the  
Problem Manager who will determine if it is a system problem or if  
functionality is degraded. If it is a system problem, the correction will be  
prioritized and the fix will be performed through either a generic  
enhancement release or as an interim correction. Level 3 errors include  
but are not limited to system bugs which do not impact system availability and  
can be worked around. These corrections would be resolved with either the  
next release or earlier (as determined by ISD development).

SEVERE LEVEL SUPPORT will be provided by ISD 24 hours a day, 7 days a week  
including holidays. All calls will be logged by ISD's Customer Service  
Department. All other problems identified as not impacting normal system  
operation will be forwarded to a business manager who will determine if it  
is a system problem or is functioning as designed. If it is a system  
problem, the correction will be prioritized and the fix will be performed  
through either a generic enhancement release or as an interim correction.

SRM AND PERM

When requests for programming services are made, ISD will respond within  
ten (10) business days with a Preliminary Service Request, containing a  
project scope categorization according to the following three categories:

- Small: less than 100 hours
- Medium: between 100 and 1,000 hours
- Large: more than 1,000 hours

Project scopes will include an estimate of the number of hours which may be  
required to develop a service request. When Customer approves project  
scopes, ISD will provide with a detailed project plan for the SR, to be  
performed on a time and materials basis. ISD will start project work  
within thirty (30) days of Customer's approval of the project scope, and  
will be based upon the prioritization of the work and the development  
already in progress and/or scheduled.

ISD and Customer will develop an escalation table that clearly outlines the  
responsible party for specific problems, including telephone and fax  
numbers and a priority grade.

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SCHEDULE 4.10.1

SPERRY ENHANCEMENTS

(NEW) CRITICAL - CORRECTIVE/TRANSFORM REQUESTS

XXII.

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xxii.

xxiv.

**DFNDT0006121**

**DFNDT0006122**

xxv.

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**DFNDT0006123**

**DFNDT0006124**





THIS PROGRAM LEASE AGREEMENT ("Agreement") is made this 20th day of September, 1988 between the following parties: by and between Lockheed, Inc., a Delaware corporation, with its principal office at 1115 N. West Ave., Marietta, GA 30067 ("Lockheed"), and the DOD Group, Inc., a Delaware corporation, with its principal office at 4444 Lee Center Blvd., Jacksonville, FL 32216, as Successors ("DOD Group").

DEFINITIONS

Lockheed has established a Special Technology Program (the "Program") for lease a global computing environment. The program initially provides to Lockheed equipment as listed in the attached Schedule A. Lockheed is to be deemed to have accepted an obligation to accept and to be bound by the terms and conditions of this Agreement as set forth in Section 1.1. Lockheed shall be deemed to have accepted the terms and conditions of this Agreement as set forth in Section 1.1. Lockheed shall be deemed to have accepted the terms and conditions of this Agreement as set forth in Section 1.1. Lockheed shall be deemed to have accepted the terms and conditions of this Agreement as set forth in Section 1.1.

As part of the Program, DOD Group has the right to receive equipment from the Program and to have a right to use the equipment under the terms of this Agreement and the operating agreements. DOD GROUP OPERATING AGREEMENTS ("Operating Agreements") are the set of terms and conditions that govern the use of the equipment of the DOD Group. The Operating Agreements shall be deemed to be incorporated into this Agreement and shall be deemed to be a part of this Agreement. This document shall be deemed to be incorporated into this Agreement.

The parties hereto and agree that the provisions of this lease are intended to be applicable regardless of the location of jurisdiction in which equipment is located or operated to be located or transported, or in which equipment is used or operated. The parties hereto and agree that the provisions of this lease are intended to be applicable regardless of the location of jurisdiction in which equipment is located or operated to be located or transported, or in which equipment is used or operated. The parties hereto and agree that the provisions of this lease are intended to be applicable regardless of the location of jurisdiction in which equipment is located or operated to be located or transported, or in which equipment is used or operated.

IF THE APPLICATION OF THE TERMS AND CONDITIONS OF THIS AGREEMENT TO A PARTICULAR CATEGORY OF PARTICULARS WOULD, IN THE REASONABLE OPINION OF ONE OF THE PARTIES, RESULT IN A MATERIALLY ADVERSE EFFECT, OPERATING IN SUCH A MANNER AS TO BE UNREASONABLY BURDENING TO SUCH PARTY, OR IF ONE PARTY IS UNABLE TO OBTAIN A SUBSTANTIALITY OF EQUIPMENT OR SERVICES FROM SUCH CATEGORY OF PARTICULARS AS REQUIRED BY LAW IN SUCH CATEGORY OF PARTICULARS, THE PARTIES HERETO BY AGREEMENT IN GOOD FAITH TO AMEND THIS AGREEMENT TO PROVIDE FOR SUCH EQUIPMENT AND SERVICES UNDER TERMS AND CONDITIONS WHICH PROVIDE SUBSTANTIALLY THE SAME ECONOMIC BENEFIT TO EACH OF THE PARTIES AS WOULD OTHERWISE BE PROVIDED BY THE SUCH SPECIAL OPERATING AGREEMENTS. CONDITIONS SPECIFIED IN SUCH SPECIAL OPERATING AGREEMENTS, HOWEVER, THAT SHALL BE BINDING INTO THIS AGREEMENT AND THE OPERATING AGREEMENTS IN SUCH CASES AND IN CONNECTION WITH SUCH SPECIAL OPERATING AGREEMENTS TO THE EXTENT OF SUCH SPECIAL TERMS, BUT NOT TO THE EXTENT OF THE EQUIPMENT, SERVICES, AND THE TERMS AND CONDITIONS OF THIS AGREEMENT WITH RESPECT TO SUCH.

- 1.1. "AGREEMENT" means this Agreement, all amendments and changes contained in the Operating Agreements shall have the same meaning as this Agreement. In addition to the terms defined elsewhere in this Agreement the following terms shall have the following meanings:
1.2. "ACCEPTABLE DATA" means the data which is accepted as input of Equipment. Unless otherwise provided for in an Equipment Schedule, the acceptance shall occur on each date that such data has been received and the processing thereof the equipment shall mutually agree upon or the supplier of the Equipment and DOD Group, and provided for a manufacturer's standard warranty coverage (if included) or an alternate warranty in accordance with the specifications. DOD Group shall notify Lockheed of the acceptance date by promptly delivering a letter of acceptance in a form mutually acceptable to Lockheed.
1.3. "ACCEPTABLE DELIVERY" means any features or model changes made to any equipment covered by an Equipment Schedule.
1.4. "AGREEMENT" means the meaning given to it in Section 1.1 hereof.
1.5. "ACCEPTABLE VALUE" means a predetermined amount of money as to a unit of time based on the schedule provided in this Agreement. In the event of an Equipment Schedule less than the (24) hour of any particular period, and which is an amount expressed as a percentage of original cost. The value shall be based on the value of the original item or any other item of the same kind as the original item, and shall be based on the value of the original item as set forth in the schedule to the applicable Equipment Schedule.
1.6. "ACCEPTABLE WARRANTY" means the meaning given to it in Section 1.1 hereof.

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- 1.7. "ACCEPTABLE VALUE" means the meaning given to it in Section 1.1 hereof.
1.8. "ACCEPTABLE WARRANTY" means the meaning given to it in Section 1.1 hereof.
1.9. "AGREEMENT" means the meaning given to it in Section 1.1 hereof.
1.10. "ACCEPTABLE VALUE" means the meaning given to it in Section 1.1 hereof.
1.11. "ACCEPTABLE WARRANTY" means the meaning given to it in Section 1.1 hereof.
1.12. "ACCEPTABLE VALUE" means the meaning given to it in Section 1.1 hereof.
1.13. "ACCEPTABLE WARRANTY" means the meaning given to it in Section 1.1 hereof.
1.14. "ACCEPTABLE VALUE" means the meaning given to it in Section 1.1 hereof.
1.15. "ACCEPTABLE WARRANTY" means the meaning given to it in Section 1.1 hereof.
1.16. "ACCEPTABLE VALUE" means the meaning given to it in Section 1.1 hereof.

- 1.17. "ACCEPTABLE WARRANTY" means the meaning given to it in Section 1.1 hereof.
1.18. "ACCEPTABLE VALUE" means the meaning given to it in Section 1.1 hereof.
1.19. "ACCEPTABLE WARRANTY" means the meaning given to it in Section 1.1 hereof.
1.20. "ACCEPTABLE VALUE" means the meaning given to it in Section 1.1 hereof.
1.21. "ACCEPTABLE WARRANTY" means the meaning given to it in Section 1.1 hereof.
1.22. "ACCEPTABLE VALUE" means the meaning given to it in Section 1.1 hereof.
1.23. "ACCEPTABLE WARRANTY" means the meaning given to it in Section 1.1 hereof.
1.24. "ACCEPTABLE VALUE" means the meaning given to it in Section 1.1 hereof.
1.25. "ACCEPTABLE WARRANTY" means the meaning given to it in Section 1.1 hereof.

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3.1 TERM OF AGREEMENT. This Agreement shall commence on the Effective Date and continue for a term of FIVE (5) YEARS...

3.2 TERM OF EQUIPMENT RENTALS. The term of the Equipment Rentals with respect to each Unit shall commence upon the date of the commencement of the applicable equipment rental...

3.3 EQUIPMENT. As soon as possible on the date in which the performance of a material obligation under this Agreement is required...

3.4 EQUIPMENT. As soon as possible on the date in which the performance of a material obligation under this Agreement is required...

3.5 EQUIPMENT. As soon as possible on the date in which the performance of a material obligation under this Agreement is required...

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3.4 EQUIPMENT. As soon as possible on the date in which the performance of a material obligation under this Agreement is required...

3.5 EQUIPMENT. As soon as possible on the date in which the performance of a material obligation under this Agreement is required...

4. PAYMENT SCHEDULE AND REMITTANCES TO ORIGINATOR. 4.1 MONTHLY AMOUNT AND PAYMENT TERMS. SAMS GROUP, INC. shall pay to ORIGINATOR the Monthly Rental Amount...

4.2 PAYMENT SCHEDULE AND REMITTANCES TO ORIGINATOR. 4.2 PAYMENT SCHEDULE AND REMITTANCES TO ORIGINATOR. SAMS GROUP, INC. shall pay to ORIGINATOR the Monthly Rental Amount...

3.4 EQUIPMENT. As soon as possible on the date in which the performance of a material obligation under this Agreement is required...

3.5 EQUIPMENT. As soon as possible on the date in which the performance of a material obligation under this Agreement is required...

4. PAYMENT SCHEDULE AND REMITTANCES TO ORIGINATOR. 4.1 MONTHLY AMOUNT AND PAYMENT TERMS. SAMS GROUP, INC. shall pay to ORIGINATOR the Monthly Rental Amount...

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4.0 ADDENDUM

- (a) SAGE shall have the right to use any equipment received from SAGE for the purpose of evaluating the accuracy of SAGE's data for the military detail, service and other purposes. SAGE may employ such equipment as it deems desirable to conduct such operations, including an independent accounting firm's assistance.
- (b) SAGE shall maintain a log of all equipment received from SAGE and all equipment returned to SAGE. SAGE shall maintain a log of all equipment received from SAGE and all equipment returned to SAGE. SAGE shall maintain a log of all equipment received from SAGE and all equipment returned to SAGE.

4.1 THE PROGRAM. If any equipment received from SAGE is not used within 120 days following the date that SAGE is notified of receipt, SAGE shall have the right to return the equipment to SAGE. SAGE shall have the right to return the equipment to SAGE.

5. SAGE'S OBLIGATIONS AND THE PROGRAM. SAGE shall be responsible for the cost of delivery and installation of all equipment to the SAGE program. SAGE shall be responsible for the cost of delivery and installation of all equipment to the SAGE program.

DFND0006149 SAGE HOLDING, INC. AND ORLANDO, INC. 23

5.1 USE OF EQUIPMENT. SAGE shall be notified of the receipt of any equipment from SAGE within 120 days of the receipt of such equipment. SAGE shall be notified of the receipt of any equipment from SAGE within 120 days of the receipt of such equipment.

5.2 ANTICIPATED EQUIPMENT AND SERVICE REQUIREMENTS.

- (a) As agreed to herein and in the Operations Agreement, in the event the needs of SAGE require the use of additional equipment, SAGE shall have the right to purchase such equipment from SAGE. SAGE shall have the right to purchase such equipment from SAGE.
- (b) In addition to the above conditions of this agreement and the Operations Agreement, SAGE shall have the right to purchase such equipment from SAGE. SAGE shall have the right to purchase such equipment from SAGE.

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ORLANDO, INC. (ORLANDO HOLDING COMPANY)

5.4 THE PROGRAM. If any equipment received from SAGE is not used within 120 days following the date that SAGE is notified of receipt, SAGE shall have the right to return the equipment to SAGE.

DFND0006149 SAGE HOLDING, INC. AND ORLANDO, INC. 26

ORLANDO, INC. (ORLANDO HOLDING COMPANY)

In addition, SAGE shall be responsible for the cost of delivery and installation of all equipment to the SAGE program. SAGE shall be responsible for the cost of delivery and installation of all equipment to the SAGE program.

5.5 THE PROGRAM. If any equipment received from SAGE is not used within 120 days following the date that SAGE is notified of receipt, SAGE shall have the right to return the equipment to SAGE.

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the parties shall cause the relevant equipment...  
5.4 THE PARTIES...  
5.7 REGISTRATION OF EQUIPMENT...

country shall own an address...  
5.8 RECONFIGURATION...  
5.9 STORAGE...

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COBALT WITH THE EQUIPMENT...  
5.10 THE PARTIES...

5.11 THE PARTIES...  
5.12 THE PARTIES...

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5.1.2 **REPRESENTATION CONTRACT.** SAABER MAY, within the term of this Agreement, enter into a representation contract with the Manufacturer or a Representative Organization, selected by SAABER, as may provide for maintenance of the Equipment.

6. **CONDITIONS**

6.1 **DEFINITION OF EARLY TERMINATION OF AN EQUIPMENT.** SAABER shall have the option to terminate the use of any equipment provided to SAABER by the Manufacturer or a Representative Organization, selected by SAABER, as may provide for maintenance of the Equipment.

REVISED 12/14/16 SAABER GROUP, INC. AND COMPASS, INC. 32 (CONFIDENTIAL)

SAABER shall have the option to terminate the use of any equipment provided to SAABER by the Manufacturer or a Representative Organization, selected by SAABER, as may provide for maintenance of the Equipment.

6.2 **CONDITIONS OF MAINTENANCE.**

The Equipment and/or Replacement Equipment provided to SAABER shall be in the same condition and working order as when delivered to SAABER. SAABER shall maintain and repair the Equipment and shall be obligated to maintain the Equipment in the same condition as when delivered to SAABER.

REVISED 12/14/16 SAABER GROUP, INC. AND COMPASS, INC. 33 (CONFIDENTIAL)

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1200 (hereinafter "SAABER") with responsibility for maintenance delivery and repair of equipment. SAABER shall have the option to terminate the use of any equipment provided to SAABER by the Manufacturer or a Representative Organization, selected by SAABER, as may provide for maintenance of the Equipment.

SAABER shall have the option to terminate the use of any equipment provided to SAABER by the Manufacturer or a Representative Organization, selected by SAABER, as may provide for maintenance of the Equipment.

SAABER shall be responsible, and shall be obligated, for any damage, loss, destruction and/or replacement of equipment provided to SAABER by the Manufacturer or a Representative Organization, selected by SAABER, as may provide for maintenance of the Equipment.

6.3 **ASSIGNMENT**

6.3.1 **ASSIGNMENT OF RIGHTS.** SAABER shall have the right to assign to any third party the rights and obligations of SAABER under this Agreement. SAABER shall be responsible for any damage, loss, destruction and/or replacement of equipment provided to SAABER by the Manufacturer or a Representative Organization, selected by SAABER, as may provide for maintenance of the Equipment.

REVISED 12/14/16 SAABER GROUP, INC. AND COMPASS, INC. 34 (CONFIDENTIAL)

SAABER shall have the option to terminate the use of any equipment provided to SAABER by the Manufacturer or a Representative Organization, selected by SAABER, as may provide for maintenance of the Equipment.

SAABER shall be responsible, and shall be obligated, for any damage, loss, destruction and/or replacement of equipment provided to SAABER by the Manufacturer or a Representative Organization, selected by SAABER, as may provide for maintenance of the Equipment.

REVISED 12/14/16 SAABER GROUP, INC. AND COMPASS, INC. 35 (CONFIDENTIAL)

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9.1 OBLIGATIONS OF CONTRACTOR. Contractor shall maintain the... of each equipment throughout the term thereof...

9.2 DEFECTS AND REPAIRS. Prompt for any claim arising from the... of the equipment shall be made by the contractor...

9.3 OBLIGATIONS OF CONTRACTOR. Contractor shall be responsible... for the equipment during the term of the agreement...

9.4 NOTICE OF DEFECTS. Contractor shall promptly notify... of any defects or damage to the equipment...

10.1 ACCEPTANCE. At the request and expense of the... Contractor shall, at the request of the... accept the equipment...

10.2 WARRANTY AND DISCLAIMER. Except as to... specifically provided herein in this agreement... Contractor warrants...

10.3 INDEMNITY. SHANK agrees to defend, defend... and hold Compton harmless against any and all claims... arising out of the use of the equipment...

10.4 MUTUAL REPRESENTATIONS AND WARRANTIES. SHANK and Compton represent and warrant, each to the other, as follows:

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10.5 SHANK AND COMPTON'S JOINT AND SEVERAL... obligations shall be joint and several...

10.6 OBLIGATIONS OF CONTRACTOR. Contractor shall... for the equipment during the term of the agreement...

10.7 INDEMNITY. The contractor and Compton shall... defend, defend and hold Compton harmless...

10.8 REPRESENTATIONS AND WARRANTIES. This Agreement... represents and warrants that it is a legal and valid obligation...

10.9 OBLIGATIONS OF CONTRACTOR AND REPRESENTATIONS AND WARRANTIES. Contractor represents and warrants as follows:

10.10 ACCEPTANCE, REPRESENTATIONS AND WARRANTIES OF SHANK. SHANK agrees to accept the equipment...

10.11 INDEMNITY. SHANK agrees to defend, defend... and hold Compton harmless against any and all claims...

10.12 REPRESENTATIONS AND WARRANTIES. SHANK and Compton represent and warrant, each to the other, as follows:

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11.2 DEPENDS ON AGREEMENT. If any part is corrected, amended, or replaced as a result of any physical damage or loss, or destruction of the data, the user shall give the user prompt notice. The user shall effect within any agreement of coverage. The user shall attempt to determine, within thirty (30) days after the date of occurrence of such loss, damage, or destruction, whether such loss can be repaired. If the user shall determine that such loss can be repaired, then, as the user shall determine, such loss shall be promptly repaired. If the user shall determine that such loss can be repaired, then, as the user shall determine, such loss shall be promptly repaired. If the user shall determine that such loss can be repaired, then, as the user shall determine, such loss shall be promptly repaired.

15.1 OPERATIONAL PERFORMANCE AND SUPPORT ASSISTANCE. The user shall provide prompt notice of any agreement and the applicable agreement. The user shall provide prompt notice of any agreement and the applicable agreement. The user shall provide prompt notice of any agreement and the applicable agreement.

TABLE OF EQUIPMENT AND LIABILITY

Table with 2 columns: TYPE OF EQUIPMENT and LIABILITY. Rows include: Data processing equipment, Computerized or computerized equipment, Computerized or computerized equipment, Computerized or computerized equipment, Computerized or computerized equipment, Computerized or computerized equipment, Computerized or computerized equipment, Computerized or computerized equipment.

REVISED 12/04/98 SAGE GROUP, INC. AND ORACLE, INC. 45

11.2 DEPENDS ON AGREEMENT. If any part is corrected, amended, or replaced as a result of any physical damage or loss, or destruction of the data, the user shall give the user prompt notice. The user shall effect within any agreement of coverage. The user shall attempt to determine, within thirty (30) days after the date of occurrence of such loss, damage, or destruction, whether such loss can be repaired. If the user shall determine that such loss can be repaired, then, as the user shall determine, such loss shall be promptly repaired. If the user shall determine that such loss can be repaired, then, as the user shall determine, such loss shall be promptly repaired.

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REVISED 12/04/98 SAGE GROUP, INC. AND ORACLE, INC. 41

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DFNDT0006166

11.2 DEPENDS ON AGREEMENT. If any part is corrected, amended, or replaced as a result of any physical damage or loss, or destruction of the data, the user shall give the user prompt notice. The user shall effect within any agreement of coverage. The user shall attempt to determine, within thirty (30) days after the date of occurrence of such loss, damage, or destruction, whether such loss can be repaired. If the user shall determine that such loss can be repaired, then, as the user shall determine, such loss shall be promptly repaired. If the user shall determine that such loss can be repaired, then, as the user shall determine, such loss shall be promptly repaired.

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REVISED 12/04/98 SAGE GROUP, INC. AND ORACLE, INC. 45

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REVISED 12/04/98 SAGE GROUP, INC. AND ORACLE, INC. 41

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For purposes of this Agreement, the term "Confidential Information" shall mean all information, data, documents, drawings, designs, specifications, formulas, processes, methods, know-how, trade secrets, and other information, whether or not patentable, which is developed by or for the Company and which is not generally known to the public and which is of substantial value to the Company. Confidential Information shall include all information, data, documents, drawings, designs, specifications, formulas, processes, methods, know-how, trade secrets, and other information, whether or not patentable, which is developed by or for the Company and which is not generally known to the public and which is of substantial value to the Company.

1. to use Confidential Information only for the purposes set forth in this Agreement;
2. to use Confidential Information only for the purposes set forth in this Agreement;
3. to use Confidential Information only for the purposes set forth in this Agreement;
4. to use Confidential Information only for the purposes set forth in this Agreement;
5. to use Confidential Information only for the purposes set forth in this Agreement;
6. to use Confidential Information only for the purposes set forth in this Agreement;
7. to use Confidential Information only for the purposes set forth in this Agreement;
8. to use Confidential Information only for the purposes set forth in this Agreement;
9. to use Confidential Information only for the purposes set forth in this Agreement;
10. to use Confidential Information only for the purposes set forth in this Agreement;

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals at the City of New York, New York, on this 1st day of January, 1998.

In the event of a substantial breach of any of the provisions of this Agreement, the Company shall be entitled to terminate this Agreement and to seek injunctive relief and other remedies.

Should either party agree that it will not enforce the terms hereof, it shall be deemed to have waived its right to enforce the same.

Confidential Information shall not be disclosed to third parties without the prior written consent of the disclosing party. The receiving party shall be bound by the same terms and conditions as if it had received Confidential Information directly from the disclosing party. The receiving party shall be bound by the same terms and conditions as if it had received Confidential Information directly from the disclosing party.

In the event of a breach of any of the provisions of this Agreement, the disclosing party shall be entitled to seek injunctive relief and other remedies. The receiving party shall be bound by the same terms and conditions as if it had received Confidential Information directly from the disclosing party.

12.4. CONFIDENTIALITY OBLIGATION. Each party warrants that it will use Confidential Information only for the purposes set forth in this Agreement and will not disclose Confidential Information to any third party without the prior written consent of the disclosing party.

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THE PARTIES HERETOBY AGREE TO HOLD EACH OTHER HARMLESS FROM AND TO INDEMNIFY THE OTHER PARTY FROM AND TO REIMBURSE THE OTHER PARTY FOR ANY AND ALL DAMAGES, LOSSES, AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES, THAT MAY BE INCURRED BY THE OTHER PARTY AS A RESULT OF THE BREACH OF ANY OF THE PROVISIONS OF THIS AGREEMENT.

- 12.1. PERSONAL SERVICES. Except as indicated below, in the event of a breach of any of the provisions of this Agreement, the disclosing party shall be entitled to seek injunctive relief and other remedies.
- 12.2. INDEMNIFICATION. Each party warrants that it will use Confidential Information only for the purposes set forth in this Agreement and will not disclose Confidential Information to any third party without the prior written consent of the disclosing party.

12.3. CONFIDENTIALITY. Each party warrants that it will use Confidential Information only for the purposes set forth in this Agreement and will not disclose Confidential Information to any third party without the prior written consent of the disclosing party.

12.4. FORCE MAJEURE. In the event of a breach of any of the provisions of this Agreement, the disclosing party shall be entitled to seek injunctive relief and other remedies.

12.5. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties and supersedes all other agreements, understandings, and negotiations between the parties.

12.6. ASSIGNMENT. This Agreement shall be binding upon the parties and their heirs, assigns, and legal representatives.

12.7. SEVERABILITY. If any provision of this Agreement is found to be unenforceable, the remaining provisions shall remain in full force and effect.

12.8. WAIVER. The failure of either party to enforce any provision of this Agreement shall not constitute a waiver of that provision or any other provision of this Agreement.

12.9. GOVERNING LAW AND JURISDICTION. This Agreement shall be governed by the laws of the State of New York, and the courts of the State of New York shall have exclusive jurisdiction over any dispute arising out of or under this Agreement.

12.10. CONFIDENTIALITY. Each party warrants that it will use Confidential Information only for the purposes set forth in this Agreement and will not disclose Confidential Information to any third party without the prior written consent of the disclosing party.

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THE DEVELOPMENT OF CONFIDENTIAL INFORMATION IS HEREBY TO BE DEEMED  
PENDING TO A PERSONNEL OF A PERSONNEL AGENCY OR THE USE OF THE  
PARTY SHALL NOT BE IN VIOLATION OF THIS CONFIDENTIALITY PROVISION OR LONG AS  
THE RECEIVING PARTY PROVIDES THE DISCLOSURING PARTY WITH TIMELY NOTICE OF  
SUCH INFORMATION.

17. ASSIGNMENT  
In addition to any information provided for under the Executive  
Agreement, each party shall indemnify the other party against all liability,  
damages and costs of the other party (including attorneys' fees and  
expenses) and all liabilities, damages, losses, expenses, claims, costs,  
damages, suits, fines or penalties, including reasonable attorney fees,  
costs and expenses (including attorneys' fees) which may be incurred by, or  
incurred against, the party indemnifying the other party by reason of liability,  
damages, suits, fines or penalties or otherwise of property  
arising out of or in connection with any employee, agent, contractor,  
or subcontractor of the indemnifying party and its officers, directors,  
employees, subcontractors, and agents, during their performance under this  
agreement.

18. FORCE MAJEURE  
Neither party shall be liable for delays or any failure to perform under  
this Agreement due to causes beyond its reasonable control.  
Notwithstanding the above, no delay or other failure to perform shall be  
excused pursuant to this Section, if, by the acts or omission of a party's  
contractors or under their control, including the exercise of discretion by  
such party unless such acts or omissions are otherwise excused by a  
force majeure condition (as defined below) and (ii) unless such delay or  
failure and the consequences thereof are beyond the reasonable control and  
within the fault or negligence of the party claiming excusable delay or  
other failure to perform. A "force majeure condition" is defined as to  
include, but not limited to, those events of fire, earthquake, flood or  
other natural catastrophes, governmental legislation, acts, orders, or  
regulations which could not be avoided by the party prior to the delay,  
strikes or labor disturbances, to the extent not prohibited by law, and/or  
negligence of the delayed party. See such terms for delay shall not only  
as long as the event results beyond the reasonable control of the delayed  
party. However, the delayed party shall use its best efforts to minimize  
the delay caused by any such event beyond its reasonable control. The  
delayed party must notify the other party promptly upon the occurrence of  
any such event, or performance by the delayed party shall not be considered  
excused pursuant to this Section, and unless the other party of its plans  
to resume performance.

Notwithstanding the above, even though the performance time under this  
agreement that not the case of the agreement shall be extended for a  
period of time equivalent to the time lost because of any failure to  
perform that is excusable under this Section, if any force majeure  
condition prevents the party from performing the services under the  
agreement required hereunder or under the Executive Agreement, each party  
shall have the right to terminate the agreement and shall be released from  
any further obligations and liabilities under the agreement, and the other party  
of the agreement shall be deemed to have accepted the termination of the  
agreement by the delayed party. A "force majeure condition" is defined as to  
include, but not limited to, those events of fire, earthquake, flood or  
other natural catastrophes, governmental legislation, acts, orders, or  
regulations which could not be avoided by the party prior to the delay,  
strikes or labor disturbances, to the extent not prohibited by law, and/or  
negligence of the delayed party. See such terms for delay shall not only  
as long as the event results beyond the reasonable control of the delayed  
party. However, the delayed party shall use its best efforts to minimize  
the delay caused by any such event beyond its reasonable control. The  
delayed party must notify the other party promptly upon the occurrence of  
any such event, or performance by the delayed party shall not be considered  
excused pursuant to this Section, and unless the other party of its plans  
to resume performance.

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CONFIDENTIAL

THIS AGREEMENT AS IT IS INCORPORATED INTO THE OPERATIVE AGREEMENT.  
Notwithstanding anything to the contrary contained herein, SAKS shall not  
be bound by the provisions of the Executive Agreement or any other  
agreement entered into during the term of this Agreement unless such  
agreement shall not be considered an integral part of this Agreement as stated in  
Article 18 hereof.

19. GOVERNING LAW  
19.1 GOVERNING LAW. This Agreement and the Executive Agreement shall be  
governed by and construed in accordance with the laws of the State of  
Texas. Each party hereby agrees and consents to the jurisdiction of the  
courts of the State of Texas in any dispute or controversy arising out of or  
in connection with this Agreement. A VERIFICATION OF RESIDENCE TO THE  
STATE OF TEXAS SHALL BE REQUIRED OF THE PERSONS SIGNING THIS AGREEMENT OR  
CONSENTING TO EITHER PARTY'S ENTRY AS AN AGENT OR CONTRACTOR IN THE STATE OF  
TEXAS OR OTHERWISE.

19.2 ASSIGNMENT. Nothing shall constitute an offer to assign or  
any of the obligations hereunder or liability in any subcontract.  
No assignment or subcontract shall be made without the written consent  
of the other party.

19.3 NO WAIVER. The failure of either party at any time to require  
performance by the other party of any provision of this Agreement  
shall in no way affect that party's right to enforce such provisions,  
nor shall the failure of either party at any time of any provision of  
this Agreement be taken as a basis for any future breach  
of the same provision.

19.4 ENTIRETY. Unless otherwise stated in this Agreement, all written  
shall be in writing and, any conflict in these documents shall be  
governed by the provisions of this Agreement. No oral agreement or  
agreement shall be enforceable or binding on either party unless  
it is in writing and signed by the party to be bound.

20. SAKS GROUP  
Saks Group Management, Inc.  
1100 N. Ring Road, 3rd Fl.  
Tulsa, OK 74116  
21. ORBITAL  
Orbital, Inc.  
1100 N. Ring Road, 3rd Fl.  
Tulsa, OK 74116

Any party may free time to have designate another address or other  
address by notice to the other party in compliance with this  
Section. Any notice or other communication shall be deemed given when  
received.

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CONFIDENTIAL

DFND0006173

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21.5 CONFIDENTIALITY. In any case when the subject of disclosure of either party is  
required to be disclosed by the other party under this Agreement, such  
disclosure or approval shall not be unreasonably withheld, unless  
excusable pursuant to the Agreement or Executive Agreement. In such  
event, the other party shall use its best efforts to minimize the  
disclosure and shall be deemed to have accepted the termination of the  
agreement by the delayed party.

21.6 CONFIDENTIALITY. Confidential information, as defined in the  
Executive Agreement, shall be disclosed to the other party only if  
such disclosure is necessary for the performance of the agreement.  
Each party shall use its best efforts to protect the confidential  
information of the other party and shall not disclose such information  
to any third party without the prior written consent of the other party.  
Each party shall use its best efforts to protect the confidential  
information of the other party and shall not disclose such information  
to any third party without the prior written consent of the other party.  
Each party shall use its best efforts to protect the confidential  
information of the other party and shall not disclose such information  
to any third party without the prior written consent of the other party.

21.7 CONFIDENTIALITY. Each party agrees to furnish to the other party  
at any time and from time to time, upon the request of the other  
party, such financial statements of the other party for the most recent period.

21.8 CONFIDENTIALITY. In SAKS shall have no title from SAKS to the  
equipment, tools, or materials of the other party (including the other  
party's equipment, tools, or materials) which are used in the  
performance of the agreement. A license from the other party is required for the  
use of the other party's equipment, tools, or materials in the  
performance of the agreement. SAKS agrees to grant the licensed party  
a non-exclusive license to use the other party's equipment, tools, or  
materials in the performance of the agreement, and shall not be  
considered to have granted such license to any third party.

21.9 CONFIDENTIALITY. SAKS shall have no title from SAKS to the  
equipment, tools, or materials of the other party (including the other  
party's equipment, tools, or materials) which are used in the  
performance of the agreement. A license from the other party is required for the  
use of the other party's equipment, tools, or materials in the  
performance of the agreement. SAKS agrees to grant the licensed party  
a non-exclusive license to use the other party's equipment, tools, or  
materials in the performance of the agreement, and shall not be  
considered to have granted such license to any third party.

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CONFIDENTIAL

21.10 CONFIDENTIALITY. The parties agree to maintain fully paid and  
unpaid amounts due and payable by the other party to the other party  
under this Agreement. Each party shall use its best efforts to  
minimize the amount of such amounts due and payable by the other party  
under this Agreement. Each party shall use its best efforts to  
minimize the amount of such amounts due and payable by the other party  
under this Agreement. Each party shall use its best efforts to  
minimize the amount of such amounts due and payable by the other party  
under this Agreement.

21.11 CONFIDENTIALITY. SAKS shall have no title from SAKS to the  
equipment, tools, or materials of the other party (including the other  
party's equipment, tools, or materials) which are used in the  
performance of the agreement. A license from the other party is required for the  
use of the other party's equipment, tools, or materials in the  
performance of the agreement. SAKS agrees to grant the licensed party  
a non-exclusive license to use the other party's equipment, tools, or  
materials in the performance of the agreement, and shall not be  
considered to have granted such license to any third party.

21.12 CONFIDENTIALITY. Each party agrees to furnish to the other party  
at any time and from time to time, upon the request of the other  
party, such financial statements of the other party for the most recent period.

21.13 CONFIDENTIALITY. In the event that any one or more of the provisions  
of this Agreement or the Executive Agreement is prohibited by a  
court of competent jurisdiction in the United States, the other party  
shall use its best efforts to minimize the amount of such amounts due and  
payable by the other party under this Agreement. Each party shall use  
its best efforts to minimize the amount of such amounts due and payable  
by the other party under this Agreement. Each party shall use its  
best efforts to minimize the amount of such amounts due and payable  
by the other party under this Agreement. Each party shall use its  
best efforts to minimize the amount of such amounts due and payable  
by the other party under this Agreement.

21.14 CONFIDENTIALITY. This Agreement and the Executive Agreement  
shall be governed by and construed in accordance with the laws of the  
State of Texas. Each party hereby agrees and consents to the  
jurisdiction of the courts of the State of Texas in any dispute or  
controversy arising out of or in connection with this Agreement.  
A VERIFICATION OF RESIDENCE TO THE STATE OF TEXAS SHALL BE  
REQUIRED OF THE PERSONS SIGNING THIS AGREEMENT OR CONSENTING TO  
EITHER PARTY'S ENTRY AS AN AGENT OR CONTRACTOR IN THE STATE OF  
TEXAS OR OTHERWISE.

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CONFIDENTIAL

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The following is the list of Operational Agreements, Schedules and Appendices which are incorporated into this Agreement and are part of this Agreement by reference:

- Appendix A Equipment Schedule
- Appendix B Program Lease Agreement
- Appendix C The Program Lease Agreement
- Appendix D The Program Lease Agreement
- Appendix E The Program Lease Agreement
- Appendix F The Program Lease Agreement
- Appendix G The Program Lease Agreement
- Appendix H The Program Lease Agreement
- Appendix I The Program Lease Agreement
- Appendix J The Program Lease Agreement
- Appendix K The Program Lease Agreement
- Appendix L The Program Lease Agreement
- Appendix M The Program Lease Agreement
- Appendix N The Program Lease Agreement
- Appendix O The Program Lease Agreement
- Appendix P The Program Lease Agreement
- Appendix Q The Program Lease Agreement
- Appendix R The Program Lease Agreement
- Appendix S The Program Lease Agreement
- Appendix T The Program Lease Agreement
- Appendix U The Program Lease Agreement
- Appendix V The Program Lease Agreement
- Appendix W The Program Lease Agreement
- Appendix X The Program Lease Agreement
- Appendix Y The Program Lease Agreement
- Appendix Z The Program Lease Agreement

If there is any conflict between this Agreement and any of the Operational Agreements, Schedules and Appendices, this Agreement shall have the order of precedence as follows:

- 1. This Agreement
- 2. The Program Lease Agreement
- 3. The Operational Agreements, Schedules and Appendices

The Operational Schedules shall have the effect of providing a schedule of the equipment to be provided to the Government of Canada. The Government of Canada shall have the right to require the Supplier to provide a schedule of the equipment to be provided to the Government of Canada. The Supplier shall have the obligation to provide a schedule of the equipment to be provided to the Government of Canada.

- 1. This Agreement
- 2. The Program Lease Agreement
- 3. The Operational Agreements, Schedules and Appendices

REVISED 11/24/94 DATE 09/20/94 AND 09/28/94, INC. 52 CONFIDENTIAL

19.17 CONFIDENTIAL: This schedule copy of the Agreement and this Agreement shall be an original. There shall be no copies of such Operational Schedules and all copies of this Agreement shall be provided to the Supplier. The Supplier shall be required to provide copies of this Agreement to the Government of Canada. The Supplier shall be required to provide copies of this Agreement to the Government of Canada.

19.18 CONFIDENTIAL: This schedule copy of the Agreement and this Agreement shall be an original. There shall be no copies of such Operational Schedules and all copies of this Agreement shall be provided to the Supplier. The Supplier shall be required to provide copies of this Agreement to the Government of Canada.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and date first above written.

Supplier, Inc. THE CANADIAN SUPPLY, INC.  
 (Incorporated in Canada) (Incorporated in Canada)  
 By: \_\_\_\_\_ By: \_\_\_\_\_  
 Title: \_\_\_\_\_ Title: \_\_\_\_\_  
 Date: \_\_\_\_\_ Date: \_\_\_\_\_  
 (Sign over 11/24/94)

REVISED 11/24/94 DATE 09/20/94 AND 09/28/94, INC. 53 CONFIDENTIAL

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THE SUPPLIER'S OBLIGATIONS

19.19 CONFIDENTIAL: This schedule copy of the Agreement and this Agreement shall be an original. There shall be no copies of such Operational Schedules and all copies of this Agreement shall be provided to the Supplier. The Supplier shall be required to provide copies of this Agreement to the Government of Canada.

Supplier, Inc. THE CANADIAN SUPPLY, INC.  
 ADDRESS FOR DELIVERY: ADDRESS FOR NOTICES:  
 3333 St. John Street 4200 Avocado Blvd.  
 Toronto, Ontario M2H 3B5 St. Michael, ON, Canada M2C 2P7  
 Telephone: (416) 754-1111 Fax: (416) 754-1111

19.20 CONFIDENTIAL: This schedule copy of the Agreement and this Agreement shall be an original. There shall be no copies of such Operational Schedules and all copies of this Agreement shall be provided to the Supplier. The Supplier shall be required to provide copies of this Agreement to the Government of Canada.

Supplier, Inc. THE CANADIAN SUPPLY, INC.

ITEM NO.	QTY.	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL
1	1	...	...	...	...
2	1	...	...	...	...
3	1	...	...	...	...
4	1	...	...	...	...
5	1	...	...	...	...
6	1	...	...	...	...
7	1	...	...	...	...
8	1	...	...	...	...
9	1	...	...	...	...
10	1	...	...	...	...
11	1	...	...	...	...
12	1	...	...	...	...
13	1	...	...	...	...
14	1	...	...	...	...
15	1	...	...	...	...
16	1	...	...	...	...
17	1	...	...	...	...
18	1	...	...	...	...
19	1	...	...	...	...
20	1	...	...	...	...
21	1	...	...	...	...
22	1	...	...	...	...
23	1	...	...	...	...
24	1	...	...	...	...
25	1	...	...	...	...
26	1	...	...	...	...
27	1	...	...	...	...
28	1	...	...	...	...
29	1	...	...	...	...
30	1	...	...	...	...

19.21 CONFIDENTIAL: This schedule copy of the Agreement and this Agreement shall be an original. There shall be no copies of such Operational Schedules and all copies of this Agreement shall be provided to the Supplier. The Supplier shall be required to provide copies of this Agreement to the Government of Canada.

19.22 CONFIDENTIAL: This schedule copy of the Agreement and this Agreement shall be an original. There shall be no copies of such Operational Schedules and all copies of this Agreement shall be provided to the Supplier. The Supplier shall be required to provide copies of this Agreement to the Government of Canada.

19.23 CONFIDENTIAL: This schedule copy of the Agreement and this Agreement shall be an original. There shall be no copies of such Operational Schedules and all copies of this Agreement shall be provided to the Supplier. The Supplier shall be required to provide copies of this Agreement to the Government of Canada.

19.24 CONFIDENTIAL: This schedule copy of the Agreement and this Agreement shall be an original. There shall be no copies of such Operational Schedules and all copies of this Agreement shall be provided to the Supplier. The Supplier shall be required to provide copies of this Agreement to the Government of Canada.

19.25 CONFIDENTIAL: This schedule copy of the Agreement and this Agreement shall be an original. There shall be no copies of such Operational Schedules and all copies of this Agreement shall be provided to the Supplier. The Supplier shall be required to provide copies of this Agreement to the Government of Canada.

19.26 CONFIDENTIAL: This schedule copy of the Agreement and this Agreement shall be an original. There shall be no copies of such Operational Schedules and all copies of this Agreement shall be provided to the Supplier. The Supplier shall be required to provide copies of this Agreement to the Government of Canada.

19.27 CONFIDENTIAL: This schedule copy of the Agreement and this Agreement shall be an original. There shall be no copies of such Operational Schedules and all copies of this Agreement shall be provided to the Supplier. The Supplier shall be required to provide copies of this Agreement to the Government of Canada.

19.28 CONFIDENTIAL: This schedule copy of the Agreement and this Agreement shall be an original. There shall be no copies of such Operational Schedules and all copies of this Agreement shall be provided to the Supplier. The Supplier shall be required to provide copies of this Agreement to the Government of Canada.

19.29 CONFIDENTIAL: This schedule copy of the Agreement and this Agreement shall be an original. There shall be no copies of such Operational Schedules and all copies of this Agreement shall be provided to the Supplier. The Supplier shall be required to provide copies of this Agreement to the Government of Canada.

19.30 CONFIDENTIAL: This schedule copy of the Agreement and this Agreement shall be an original. There shall be no copies of such Operational Schedules and all copies of this Agreement shall be provided to the Supplier. The Supplier shall be required to provide copies of this Agreement to the Government of Canada.

19.31 CONFIDENTIAL: This schedule copy of the Agreement and this Agreement shall be an original. There shall be no copies of such Operational Schedules and all copies of this Agreement shall be provided to the Supplier. The Supplier shall be required to provide copies of this Agreement to the Government of Canada.

19.32 CONFIDENTIAL: This schedule copy of the Agreement and this Agreement shall be an original. There shall be no copies of such Operational Schedules and all copies of this Agreement shall be provided to the Supplier. The Supplier shall be required to provide copies of this Agreement to the Government of Canada.

19.33 CONFIDENTIAL: This schedule copy of the Agreement and this Agreement shall be an original. There shall be no copies of such Operational Schedules and all copies of this Agreement shall be provided to the Supplier. The Supplier shall be required to provide copies of this Agreement to the Government of Canada.

19.34 CONFIDENTIAL: This schedule copy of the Agreement and this Agreement shall be an original. There shall be no copies of such Operational Schedules and all copies of this Agreement shall be provided to the Supplier. The Supplier shall be required to provide copies of this Agreement to the Government of Canada.

19.35 CONFIDENTIAL: This schedule copy of the Agreement and this Agreement shall be an original. There shall be no copies of such Operational Schedules and all copies of this Agreement shall be provided to the Supplier. The Supplier shall be required to provide copies of this Agreement to the Government of Canada.

19.36 CONFIDENTIAL: This schedule copy of the Agreement and this Agreement shall be an original. There shall be no copies of such Operational Schedules and all copies of this Agreement shall be provided to the Supplier. The Supplier shall be required to provide copies of this Agreement to the Government of Canada.

DFNDT006179

DFNDT006180

SCHEDULE 1000

The Working Order for this Equipment issued hereunder shall be established from time to time hereunder using the STATE CONTRACT (CONTINUING) CONTRACT AGREEMENT that is in effect on an Acceptance Date. The Working Order for the STATE CONTRACT issued hereunder shall be established by the STATE CONTRACT (CONTINUING) CONTRACT AGREEMENT. It is the intention of the parties to this contract that the Working Order for the STATE CONTRACT (CONTINUING) CONTRACT AGREEMENT shall be interpreted as amended by the STATE CONTRACT (CONTINUING) CONTRACT AGREEMENT.

1. PARTIES

STATE CONTRACT - INTERNATIONAL TRANSPORT EQUIPMENT

SCHEDULE 1000 INCREASE AND DECREASE SCHEDULE

Notwithstanding anything contained in this contract, the parties agree that the parties shall be bound by the terms and conditions of the contract.

REVISED 11/3/94 THE STATE CONTRACT 1000 CONTRACT

2. RECONSTRUCTION AGREEMENT

At the time of the purchase of the equipment, the parties agree to the Reconstruction Agreement. The Reconstruction Agreement shall be established by the STATE CONTRACT (CONTINUING) CONTRACT AGREEMENT. It is the intention of the parties to this contract that the Reconstruction Agreement shall be interpreted as amended by the STATE CONTRACT (CONTINUING) CONTRACT AGREEMENT.

Additional financial support provided by the parties shall be provided for in the Reconstruction Agreement and at the parties' option. Such support may be provided in the form of STATE CONTRACT (CONTINUING) CONTRACT AGREEMENT. Such support may also be provided in the form of STATE CONTRACT (CONTINUING) CONTRACT AGREEMENT.

Additional financial support may be provided by the parties as provided for in the Reconstruction Agreement and at the parties' option. Such support may be provided in the form of STATE CONTRACT (CONTINUING) CONTRACT AGREEMENT. Such support may also be provided in the form of STATE CONTRACT (CONTINUING) CONTRACT AGREEMENT.

3. CONTRACT AND INCREASE SCHEDULE

STATE has various types of contracts with regard to STATE EQUIPMENT which shall be provided under this Equipment Schedule. The terms and conditions shall be as follows:

- 1) Lease with Condition. Effective as of December 31, 1991 (Termination Date), and so long as STATE has paid all amounts due and owing under the Equipment Schedule provided under this contract, and STATE is obligated with respect to the Equipment Schedule provided under this contract, except such obligations in connection therewith which expressly require such obligation. Notwithstanding the above, STATE shall be obligated to pay the amount of the Equipment Schedule provided under this contract as provided in the Equipment Schedule provided under this contract.

Table with 2 columns: EQUIPMENT ID, QUANTITY. Rows include items like STATE CONTRACT (CONTINUING) CONTRACT AGREEMENT, STATE CONTRACT (CONTINUING) CONTRACT AGREEMENT, STATE CONTRACT (CONTINUING) CONTRACT AGREEMENT, STATE CONTRACT (CONTINUING) CONTRACT AGREEMENT, STATE CONTRACT (CONTINUING) CONTRACT AGREEMENT.

- 2) Lease with Condition other than Condition (Lease with Condition). Effective January 1, 1992 and for as long as the Equipment Schedule remains in effect, STATE shall pay...

REVISED 11/3/94 THE STATE CONTRACT 1000 CONTRACT

DFNDT006181

DFNDT006182

STATE shall, to the extent specified in Attachment 2 to the contract, be obligated to provide the third party lease specified in Attachment 2 to the contract. The third party lease shall be provided to the third party lease under the Equipment Schedule provided under this contract. The third party lease shall be provided to the third party lease under the Equipment Schedule provided under this contract.

If STATE has an option to purchase the equipment under a third party lease at the expiration of the term of such third party lease, STATE shall notify the third party lease in writing. STATE shall have the option of purchasing the equipment for its use. If STATE does not purchase the equipment for its use, STATE shall be obligated to provide the equipment for its use. STATE shall be obligated to provide the equipment for its use.

In the event of a default by STATE under the Equipment Schedule, and upon at least 30 days notice, STATE's obligation to make payments as provided in the Equipment Schedule shall terminate. In addition, STATE's obligation to make payments as described herein shall terminate if the Equipment Schedule is terminated pursuant to the terms of the Equipment Schedule. STATE shall be obligated to make all payments as provided herein. STATE shall be obligated to make all payments as provided herein.

4. PARTIES

STATE and the parties agree that the equipment under this contract shall be provided to the parties under the terms and conditions of the contract. The parties agree that the equipment under this contract shall be provided to the parties under the terms and conditions of the contract.

REVISED 11/3/94 THE STATE CONTRACT 1000 CONTRACT

STATE shall, to the extent specified in Attachment 2 to the contract, be obligated to provide the third party lease specified in Attachment 2 to the contract. The third party lease shall be provided to the third party lease under the Equipment Schedule provided under this contract.

Table with 2 columns: EQUIPMENT ID, QUANTITY. Rows include items like STATE CONTRACT (CONTINUING) CONTRACT AGREEMENT, STATE CONTRACT (CONTINUING) CONTRACT AGREEMENT, STATE CONTRACT (CONTINUING) CONTRACT AGREEMENT, STATE CONTRACT (CONTINUING) CONTRACT AGREEMENT.

The equipment to be provided to the parties under this contract shall be provided to the parties under the terms and conditions of the contract. The parties agree that the equipment under this contract shall be provided to the parties under the terms and conditions of the contract.

STATE shall, to the extent specified in Attachment 2 to the contract, be obligated to provide the third party lease specified in Attachment 2 to the contract. The third party lease shall be provided to the third party lease under the Equipment Schedule provided under this contract.

REVISED 11/3/94 THE STATE CONTRACT 1000 CONTRACT

DFNDT006183

DFNDT006184





CONFIDENTIAL - INTERNAL USE ONLY  
 0325 06 DELAWARE  
 0326 06 NEW YORK  
 0327 06 NEW YORK  
 0328 06 NEW YORK  
 0329 06 NEW YORK  
 0330 06 NEW YORK  
 0331 06 NEW YORK  
 0332 06 NEW YORK  
 0333 06 NEW YORK  
 0334 06 NEW YORK  
 0335 06 NEW YORK  
 0336 06 NEW YORK  
 0337 06 NEW YORK  
 0338 06 NEW YORK  
 0339 06 NEW YORK  
 0340 06 NEW YORK  
 0341 06 NEW YORK  
 0342 06 NEW YORK  
 0343 06 NEW YORK  
 0344 06 NEW YORK  
 0345 06 NEW YORK  
 0346 06 NEW YORK  
 0347 06 NEW YORK  
 0348 06 NEW YORK  
 0349 06 NEW YORK  
 0350 06 NEW YORK

CONFIDENTIAL - INTERNAL USE ONLY

Seller: The above Dealer, Inc.  
 4122 North Avenue Blvd.  
 Suite 100  
 Chicago, Illinois 60630

1. The Seller agrees to sell and Buyer agrees to purchase from Seller the equipment listed below (the "Equipment") in accordance with the terms and conditions specified in this Purchase Order Agreement dated as of September 17, 1998.
2. The Seller warrants that it is the true and lawful owner of the Equipment and that it has the right to sell the Equipment.
3. The Seller warrants that it is the true and lawful owner of the Equipment and that it has the right to sell the Equipment.
4. The Seller warrants that it is the true and lawful owner of the Equipment and that it has the right to sell the Equipment.
5. The Seller warrants that it is the true and lawful owner of the Equipment and that it has the right to sell the Equipment.
6. The Seller warrants that it is the true and lawful owner of the Equipment and that it has the right to sell the Equipment.
7. The Seller warrants that it is the true and lawful owner of the Equipment and that it has the right to sell the Equipment.
8. The Seller warrants that it is the true and lawful owner of the Equipment and that it has the right to sell the Equipment.
9. The Seller warrants that it is the true and lawful owner of the Equipment and that it has the right to sell the Equipment.

The Seller, its agents, and its representatives shall be deemed to have agreed to the terms and conditions set forth in this Purchase Order Agreement.

Signed: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Name: \_\_\_\_\_

DFNDT006189

DFNDT006190

Item #	Part #	Part Description	QTY	Unit Price	Total Price	Order Date	Order Status
1	100001	100001	1	1000.00	1000.00	9/17/1998	Order Confirmed
2	100002	100002	1	1000.00	1000.00	9/17/1998	Order Confirmed
3	100003	100003	1	1000.00	1000.00	9/17/1998	Order Confirmed
4	100004	100004	1	1000.00	1000.00	9/17/1998	Order Confirmed
5	100005	100005	1	1000.00	1000.00	9/17/1998	Order Confirmed
6	100006	100006	1	1000.00	1000.00	9/17/1998	Order Confirmed
7	100007	100007	1	1000.00	1000.00	9/17/1998	Order Confirmed
8	100008	100008	1	1000.00	1000.00	9/17/1998	Order Confirmed
9	100009	100009	1	1000.00	1000.00	9/17/1998	Order Confirmed
10	100010	100010	1	1000.00	1000.00	9/17/1998	Order Confirmed
11	100011	100011	1	1000.00	1000.00	9/17/1998	Order Confirmed
12	100012	100012	1	1000.00	1000.00	9/17/1998	Order Confirmed
13	100013	100013	1	1000.00	1000.00	9/17/1998	Order Confirmed
14	100014	100014	1	1000.00	1000.00	9/17/1998	Order Confirmed
15	100015	100015	1	1000.00	1000.00	9/17/1998	Order Confirmed
16	100016	100016	1	1000.00	1000.00	9/17/1998	Order Confirmed
17	100017	100017	1	1000.00	1000.00	9/17/1998	Order Confirmed
18	100018	100018	1	1000.00	1000.00	9/17/1998	Order Confirmed
19	100019	100019	1	1000.00	1000.00	9/17/1998	Order Confirmed
20	100020	100020	1	1000.00	1000.00	9/17/1998	Order Confirmed
21	100021	100021	1	1000.00	1000.00	9/17/1998	Order Confirmed
22	100022	100022	1	1000.00	1000.00	9/17/1998	Order Confirmed
23	100023	100023	1	1000.00	1000.00	9/17/1998	Order Confirmed
24	100024	100024	1	1000.00	1000.00	9/17/1998	Order Confirmed
25	100025	100025	1	1000.00	1000.00	9/17/1998	Order Confirmed
26	100026	100026	1	1000.00	1000.00	9/17/1998	Order Confirmed
27	100027	100027	1	1000.00	1000.00	9/17/1998	Order Confirmed
28	100028	100028	1	1000.00	1000.00	9/17/1998	Order Confirmed
29	100029	100029	1	1000.00	1000.00	9/17/1998	Order Confirmed
30	100030	100030	1	1000.00	1000.00	9/17/1998	Order Confirmed

Item #	Part #	Part Description	QTY	Unit Price	Total Price	Order Date	Order Status
31	100031	100031	1	1000.00	1000.00	9/17/1998	Order Confirmed
32	100032	100032	1	1000.00	1000.00	9/17/1998	Order Confirmed
33	100033	100033	1	1000.00	1000.00	9/17/1998	Order Confirmed
34	100034	100034	1	1000.00	1000.00	9/17/1998	Order Confirmed
35	100035	100035	1	1000.00	1000.00	9/17/1998	Order Confirmed
36	100036	100036	1	1000.00	1000.00	9/17/1998	Order Confirmed
37	100037	100037	1	1000.00	1000.00	9/17/1998	Order Confirmed
38	100038	100038	1	1000.00	1000.00	9/17/1998	Order Confirmed
39	100039	100039	1	1000.00	1000.00	9/17/1998	Order Confirmed
40	100040	100040	1	1000.00	1000.00	9/17/1998	Order Confirmed
41	100041	100041	1	1000.00	1000.00	9/17/1998	Order Confirmed
42	100042	100042	1	1000.00	1000.00	9/17/1998	Order Confirmed
43	100043	100043	1	1000.00	1000.00	9/17/1998	Order Confirmed
44	100044	100044	1	1000.00	1000.00	9/17/1998	Order Confirmed
45	100045	100045	1	1000.00	1000.00	9/17/1998	Order Confirmed
46	100046	100046	1	1000.00	1000.00	9/17/1998	Order Confirmed
47	100047	100047	1	1000.00	1000.00	9/17/1998	Order Confirmed
48	100048	100048	1	1000.00	1000.00	9/17/1998	Order Confirmed
49	100049	100049	1	1000.00	1000.00	9/17/1998	Order Confirmed
50	100050	100050	1	1000.00	1000.00	9/17/1998	Order Confirmed

DFNDT006191

DFNDT006192







...will be included in the ...

...if any ...

...As long as ...

...Upon prior approval ...

...Any services ...

3. YEAR 2000 EFFORTS

SAABE and Oracle agree as follows:

The following are definitions for the purposes of this year 2000 Service Agreement:

CONSIDERABLE THE SAABE GROUP, INC. AND ORACLE, INC. 01/14/99 PAGE 6

"Service Status" means the ...

"Year 2000 Compliance" means ...

...compliance ...

4. CHANGE ORDER

Upon the identification of any change to the services ...

Any change to the services ...

The proposed change will be ...

CONFIDENTIAL THE SAABE GROUP, INC. AND ORACLE, INC. 01/14/99 PAGE 7

DFNDT006205

DFNDT006205

- SAABE will evaluate the ...

5. SUPPORT SERVICES

6. RESPONSIBILITY TO SAABE

CONFIDENTIAL

7. SUPPORT PERSONNEL

Oracle shall ensure that an adequate number of ...

CONFIDENTIAL THE SAABE GROUP, INC. AND ORACLE, INC. 01/14/99 PAGE 8

Table with 4 columns: OPERATIONS, MANAGER, LOCATION, ADDRESS

- The Service Manager ...

8. OWNERSHIP OF INFORMATION

To take their responsibility ...

9. RESPONSIBILITY OF ORACLE

About SAABE's records ...

10. SAABE TO ORACLE

SAABE may advise Oracle ...

CONFIDENTIAL THE SAABE GROUP, INC. AND ORACLE, INC. 01/14/99 PAGE 9

DFNDT006207

DFNDT006208



Table with columns: Row ID, Description, Amount, Date, and Status. Rows 1-20 are visible.

Table with columns: Row ID, Description, Amount, Date, and Status. Rows 21-40 are visible.

Page 1 of 1 Page 1 of 1

DFNDT006213

DFNDT006214

Main table with columns: Row ID, Description, Amount, Date, and Status. Includes sub-tables for 'DFNDT006213' and 'DFNDT006214'. Rows 41-100 are visible.

DFNDT006215

DFNDT006216









Order	Item	Description	Type	Qty	Serial #	Source
1	7025A	UNIT 001770 - PROGRAMMED REGISTRATION	7025A 001770 - PROGRAMMED REGISTRATION	1	7025A 001770 - PROGRAMMED REGISTRATION	
2	7025B	UNIT 001770 - PROGRAMMED REGISTRATION	7025B 001770 - PROGRAMMED REGISTRATION	1	7025B 001770 - PROGRAMMED REGISTRATION	
3	7025C	UNIT 001770 - PROGRAMMED REGISTRATION	7025C 001770 - PROGRAMMED REGISTRATION	1	7025C 001770 - PROGRAMMED REGISTRATION	

Item #	Order	Item Name	Quantity	Unit Price	Monthly Price
1	7025A	UNIT 001770 - PROGRAMMED REGISTRATION	1200	1.7225	2067.00
2	7025B	UNIT 001770 - PROGRAMMED REGISTRATION	1200	1.7225	2067.00
3	7025C	UNIT 001770 - PROGRAMMED REGISTRATION	1200	1.7225	2067.00

NOTE to provide Quotes with price information on above items including correct information, please call (408) 248-0400

Quote, Inc. Confidential

3/28/2007

Order	Item	Description	Type	Qty	Serial #	Source
1	7025D	UNIT 001770 - PROGRAMMED REGISTRATION	7025D 001770 - PROGRAMMED REGISTRATION	1	7025D 001770 - PROGRAMMED REGISTRATION	
2	7025E	UNIT 001770 - PROGRAMMED REGISTRATION	7025E 001770 - PROGRAMMED REGISTRATION	1	7025E 001770 - PROGRAMMED REGISTRATION	
3	7025F	UNIT 001770 - PROGRAMMED REGISTRATION	7025F 001770 - PROGRAMMED REGISTRATION	1	7025F 001770 - PROGRAMMED REGISTRATION	

Item #	Order	Item Name	Quantity	Unit Price	Monthly Price
1	7025D	UNIT 001770 - PROGRAMMED REGISTRATION	1200	1.7225	2067.00
2	7025E	UNIT 001770 - PROGRAMMED REGISTRATION	1200	1.7225	2067.00
3	7025F	UNIT 001770 - PROGRAMMED REGISTRATION	1200	1.7225	2067.00

NOTE to provide Quotes with price information on above items including correct information, please call (408) 248-0400

Quote, Inc. Confidential

3/28/2007

DFNDT006229

DFNDT006230

This Agreement was prepared by the Seller, whose practices have been discussed in the Seller's bid and include information, which is not subject to this Agreement. The Seller's bid, including the Seller's bid price, is the entire agreement between the Seller and the Buyer.

Date: 04, 2007

2. Seller's Bid Price: \$1,722,500  
Buyer's Bid Price: \$1,722,500  
Buyer's Bid Price: \$1,722,500

3. Seller's Bid Price: \$1,722,500

This Agreement is a contract between the Seller and the Buyer, and shall be governed by the laws of the State of California.

1. **TERMS AND CONDITIONS.** This Agreement will be valid for the term beginning on 04/01/07, through 03/31/08, unless terminated earlier by either party in accordance with the terms hereof. Either party may terminate this Agreement for any reason, with or without cause, upon 30 days notice (30 days) prior to the termination date, by either party. If the termination is by a party other than the party giving notice, this Agreement shall survive at least thirty (30) days prior to the termination date. The terminating party is the terminating party. The Seller shall not be bound to accept any return order or any other goods returned to the Seller or to return the original price of replacement or replacement of this Agreement. If the Seller terminates or refuses to accept any return order, the Buyer shall be bound to accept the goods as delivered to the Seller, without liability to the Seller, and the Seller shall not be bound to return any such goods as to the Seller and Seller are released from all liabilities of replacement.

2. **ASSIGNMENT OF INTERESTS.** Assignment shall be made by the Buyer or Seller to the Seller or Buyer, and the Seller or Buyer shall be bound to assign the same. The Seller or Buyer shall be bound to assign the same. The Seller or Buyer shall be bound to assign the same.

3. **DISPUTE RESOLUTION.** Disputes shall be resolved by arbitration, subject to the terms and conditions set forth in this Agreement.

4. **FORCE MAJEURE.** All payments shall be subject to the Seller's conditions of carriage and all other applicable terms and conditions for the carriage of goods. All payments shall be subject to the Seller's conditions of carriage and all other applicable terms and conditions for the carriage of goods.

DFNDT006231

DFNDT006232

U. S. POINT OF SALE: DOMESTIC TRIP/TICKET AGREEMENT

This Agreement is not valid until fully completed by all parties and incorporated in American Airlines Corporate Memorandum. If all requirements are not observed within thirty (30) days of the date of execution above, the terms and conditions specified herein are null and void.

1. CONTACT, NOTICE AND BILLING INFORMATION

AMERICAN AIRLINES, INC.
By:
Name: Steven A. Ruatolo
Title: National Account Manager
CONFIDENTIAL
The SASB Group
American Airlines - Corporate Headquarters
By:
Name: Frank D. Bonavilla
Title: Managing Director Business/General Programs
Date:
1

American
Billing Address: The SASB Group
P.O. Box 416216, MD 4202
DPA Airport, TX 75241-6216
Billing Address: American Airlines, Inc.
The DPA Business Center
PO 1101, Mecca Tower, and P.O.
DPA Airport, TX 75241
Attn: National Account Manager
Contact: Steven A. Ruatolo
Title: National Account Manager
Phone: (972) 444-3944
Fax: (972) 444-3975
Contact: Frank D. Bonavilla
Title: Managing Director Business/General Programs
Phone: (972) 444-3944
Fax: (972) 444-3975

2. ACCOUNT NUMBER AND CUSTOMER IDENTIFICATION NUMBER

ACC: 00000000000000000000000000000000
CUST: 00000000000000000000000000000000

3. DOMESTIC INFORMATION: Customer will be entitled to a maximum (10%) discount on travel on applicable itineraries by the carrier's employees (based on percentage of applicable fares (including taxes) (Domestic Itineraries) for the city pairs and fare levels specified herein only when utilizing customer's applicable fare and class. The discount will apply in full at the time of departure and is non-transferable to other fares. Customer will not receive any payment or reimbursement for discounts not applied at time of ticket issuance. Tickets issued pursuant to this Agreement are non-transferable and are valid for travel on American only. All tickets must be collected on American Airlines (001) ticket stock. The discount may not be used with any other promotion, discount or special offer unless the tickets purchased with the Discount are eligible for special member benefits. DOMESTIC INFORMATION: Ticketing charges for Corporate Travel, in accordance with the terms of each program. Any ticket issued pursuant to this Agreement must be booked with American by customer directly or by customer's designated travel agency or agency of record. If customer or its agency of record is not an Agency of Record, the travel agency must execute the attached "Agency of Record" agreement. Ticket booked by any other person in violation of this Agreement or the Agency of Record will not be entitled to the benefits of this Agreement. If customer or its agency of record does not have an Agency of Record, the Agency of Record will not be entitled to the benefits of this Agreement. In the event of a change of Agency of Record, the Agency of Record must execute the attached "Agency of Record" agreement. The Agency of Record must execute the attached "Agency of Record" agreement. The Agency of Record must execute the attached "Agency of Record" agreement. The Agency of Record must execute the attached "Agency of Record" agreement.

Table with columns: DOMESTIC CITY PAIRS, CARRIER, DISCOUNT PERCENTAGE, TICKET CLASS, and other details. Includes rows for U.S. System to U.S. System, U.S. System to Int'l System, and Int'l System to U.S. System.

\* The Discount will be not of all base and applicable surcharges. Customer agrees that American will not issue any form of absolute commitment, or credit card form, for tickets issued on this basis. Any reservation, ticket or itinerary issuance based on this fare purchase will be subject to cancellation or overbooking criteria. Any credits must first be issued by American and be billed back to customer.

CONFIDENTIAL - INTERNATIONAL TRIP/TICKET AGREEMENT

U. S. POINT OF SALE: INTERNATIONAL TRIP/TICKET AGREEMENT

1. CONTACT, NOTICE AND BILLING INFORMATION

CONFIDENTIAL - INTERNATIONAL TRIP/TICKET AGREEMENT
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CONFIDENTIAL - INTERNATIONAL TRIP/TICKET AGREEMENT
CONFIDENTIAL - INTERNATIONAL TRIP/TICKET AGREEMENT

American
Billing Address: The SASB Group
P.O. Box 416216, MD 4202
DPA Airport, TX 75241-6216
Billing Address: American Airlines, Inc.
The DPA Business Center
PO 1101, Mecca Tower, and P.O.
DPA Airport, TX 75241
Attn: National Account Manager
Contact: Steven A. Ruatolo
Title: National Account Manager
Phone: (972) 444-3944
Fax: (972) 444-3975
Contact: Frank D. Bonavilla
Title: Managing Director Business/General Programs
Phone: (972) 444-3944
Fax: (972) 444-3975

2. ACCOUNT NUMBER AND CUSTOMER IDENTIFICATION NUMBER

ACC: 00000000000000000000000000000000
CUST: 00000000000000000000000000000000

3. DOMESTIC INFORMATION: Customer will be entitled to a maximum (10%) discount on travel on applicable itineraries by the carrier's employees (based on percentage of applicable fares (including taxes) (Domestic Itineraries) for the city pairs and classes of service specified herein only when using the carrier's applicable fare. The discount will apply in full at the time of departure and is non-transferable to other fares. Customer will not receive any payment or reimbursement for discounts not applied at time of ticket issuance. Tickets issued using this ticket Discount are non-transferable and are valid for travel on American only. All tickets must be collected on American Airlines (001) ticket stock. The discount may not be used with any other promotion, discount or special offer unless the tickets purchased with the Discount are eligible for special member benefits. DOMESTIC INFORMATION: Ticketing charges for Corporate Travel, in accordance with the terms of each program. Any ticket issued pursuant to this Agreement must be booked with American by customer directly or by customer's designated travel agency of record which is approved by American. Tickets issued using this ticket Discount are non-transferable and are valid for travel on American only. All tickets must be collected on American Airlines (001) ticket stock. The discount may not be used with any other promotion, discount or special offer unless the tickets purchased with the Discount are eligible for special member benefits. DOMESTIC INFORMATION: Ticketing charges for Corporate Travel, in accordance with the terms of each program. Any ticket issued pursuant to this Agreement must be booked with American by customer directly or by customer's designated travel agency of record which is approved by American. Tickets issued using this ticket Discount are non-transferable and are valid for travel on American only. All tickets must be collected on American Airlines (001) ticket stock. The discount may not be used with any other promotion, discount or special offer unless the tickets purchased with the Discount are eligible for special member benefits.

4. SASB COMMITMENT: For each city pair listed above, customer agrees to maintain the applicable percentage of those requests as specified in the table below. American Airlines (the "SASB Commitment") in all areas specified below (Domestic, International and American System) for each SASB corporate entity during the term of the agreement. American will advise Customer's booking and change performance for each calendar month of this agreement. If the customer does not maintain the applicable SASB commitment, American may terminate this Agreement upon giving Customer thirty (30) days notice in writing. Domestic City Pairs are defined as a point of origin and destination served by American within the U.S. (including Alaska, Hawaii and the District of Columbia). International City Pairs are defined as a U.S. point of origin and a point of destination served by American in Europe, Africa or any Continental European, Asian, or Pacific region or any other non-contiguous region served by American.

Table with columns: Domestic City Pairs, CONFIDENTIAL - INTERNATIONAL TRIP/TICKET AGREEMENT, International City Pairs, CONFIDENTIAL - INTERNATIONAL TRIP/TICKET AGREEMENT. Includes rows for All other AA Office computerized service and AA Domestic System.

\* Computerized service is defined as those city pairs in which American maintains either regularly scheduled non-stop, direct, or connecting service.

5. DEFINITIONS: Customer, as the Agency of Record, will provide American with the data in the following table within 30 days of each month's data collection. Summary for the immediately preceding month which includes (1) the total number of requests for each fare class specified above (AA fare class), (2) the number of customer's bookings purchased for each fare class, (3) the total price of customer's bookings purchased for each fare class, and (4) customer's ticket stock in each fare class (see sample above).

Table with columns: None, ACC #, Pseudo City Code, CTR, Designated (Y/N). Includes row for Airline Travel.

Table with columns: INTERNATIONAL CITY PAIRS, FARE, and other details. Includes rows for U.S. System to/From Europe, U.S. System to/From Asia, U.S. System to/From Africa/Middle East, U.S. System to/From South/Central America, U.S. System to/From Oceania, U.S. System to/From Mexico, and U.S. System to/From Alaska/Middle East.

\* The Discount will be not of all base and applicable surcharges. Customer agrees that American will not issue any form of absolute commitment, or credit card form, for tickets issued on this basis. Any reservation, ticket or itinerary issuance based on this fare purchase will be subject to cancellation or overbooking criteria. Any credits must first be issued by American and be billed back to customer.

cancel. Any errors, once they occurred by American will be billed back to  
 Outlander.

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14. APPLICABILITY OF INTERNATIONAL TARIFFS TO THROUGH TICKETS:

- Ticket must be on American Airlines or on a carrier listed in Appendix D, with whom AA has a franchise relationship in "Through Partners". Any other carrier is not covered by this agreement and is not eligible for this agreement.
- When American Airlines has one or more of the "Through Partners" above the same operating agent, American Airlines may be the operating carrier on such "Through" segment.
- Tariffs applicable only to those flights which are designated with an American Airlines flight number.
- Through tickets which international destinations must include travel on flights under American Airlines in the operating carrier for domestic THROUGH fare to U.S. gateway and segment covered by the U.S. gateway however American origin segment covers the U.S. gateway and one international destination.
- Through must be placed on American Airlines ticket stock. Tickets must be issued within the U.S. or Canada. Tickets may originate outside the U.S.
- Through must be issued at a percentage off the flight operated by a "Through Partner" FULL FARE FIRST CLASS, FULL FARE BUSINESS CLASS, OR FULL FARE FIRST CLASS. The discount for "Through" is specified in Appendix A or by AA 7000 Service Bulletin.
- Outlander will use the base fares listed under for all American Airlines tickets included in the "Through" System in the operating carrier.
- Fares on which American Airlines is the operating carrier, but the whole or a portion thereof is the operating carrier, i.e., the carrier selling the ticket) are not covered by this Agreement and are not eligible for the "Through".

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DFNDT0006237

DFNDT0006238

15. APPLICABILITY OF INTERNATIONAL TARIFFS TO AMERICAN AIRLINES/AMERICAN AIRWAYS TICKETS THROUGH PARIS:

CITY PAIR	FARE	INVENTORY	DISCOUNT
Paris U.S. System to Europe*	Full FARE	F/C/Y	TEN PERCENT - CONFIDENTIAL TARIFFS

(Includes OMS, Hawaii, District of Columbia, and Puerto Rico to Europe)

\*Discount will apply on the route through Paris between the United States and Europe when American Airlines is used on the international segment and British Airways is used from London to points in the United Kingdom, Ireland, and Continental Europe. Tickets must be placed on American Airlines ticket stock and must be issued under the British Airways. Outlander must input ticket designated OMS status in the fare class. One of every ticket placed on part of this agreement in order to be eligible for use of OMS. Tickets must be issued at a percentage off of FULL FARE FIRST CLASS, FULL FARE BUSINESS CLASS, OR FULL FARE FIRST CLASS OMS. In some cases, classes may not be eligible for the discount. The discount will apply to the following European cities listed below.

TICKET STOCK - INTERNATIONAL THROUGH REQUESTS

\*Valid in Europe only during the period in which AA does not provide operating service out of Chicago to Paris.

\*\*The discount will be one of all three non competitive conditions. Customer agrees that American will not issue any fare or ticket in accordance, or credit card fare, for tickets issued on the basis. Any modification, ticket or override initiative entered on this fare structure will be subject to cancellation of override status. Any modification made by American will be billed back to Outlander.

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1. THROUGH (CONFIDENTIAL) For each city pair in "Through" fare class above, Outlander agrees to maintain the applicable percentage of full fare on American operated or co-operated air carriers (including the time they pass their "Through" status) for each AA request for such service for term of this agreement. American will advise Outlander's booking and revenue performance for each "Through" status of this agreement with Outlander. If Outlander does not maintain, or is covered only once the course of a calendar quarter, the "Through" status for any city pair will, American may terminate this agreement upon giving Outlander thirty (30) days prior written notice. Domestic City Pair is defined as a point of origin and destination served by American within the U.S., contiguous 48 States, Hawaii and the District of Columbia. International City Pair is defined as a U.S. point of origin and a point of destination served by American in Europe, Pacific and North/South America. American System is defined as all points of origin and destination served by American.

Domestic City Pair	TEN PERCENT - CONFIDENTIAL THROUGH REQUESTS	Outlander City Pair	TEN PERCENT - CONFIDENTIAL THROUGH REQUESTS
All other AA origin/destination	TEN PERCENT - CONFIDENTIAL THROUGH REQUESTS	All other AA origin/destination	TEN PERCENT - CONFIDENTIAL THROUGH REQUESTS
AA Domestic System		AA International System	

\* Competitive service is defined as those city pairs in which American Airlines offers regularly scheduled non-stop, direct, or nonstop service.

5. REPORTING: Outlander, or its Agency of Record, will provide American on or prior to the twelfth (12th) business day of each month, a consolidated summary of the competitive percentage share which includes (1) the total number of segments for each city pair specified above (a) plus (b) segments, (2) the number of Outlander's "Through" Purchases for each city pair, (3) the total number of Outlander's "Through" Purchases for each city pair, and (4) Outlander's market share in each city pair (see sample report).

6. SOURCE OF RECORD INFORMATION

Name	ARC #	Domestic City Pair	OMB	Indefinite (Y/N)
Outlander Travel	25-N-132	OMSA, 1074, 1064, 1074	8750K	No

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DFNDT0006239

DFNDT0006240

APPENDIX C  
 CRUCIAL LINKS SECTION

1. CONTACT, NOTICE AND AVAILABILITY INFORMATION

Country	Address	Address
Canada	700 St. Lawrence Street Suite 200 Ottawa, Ontario K1P 5V6 Canada Tel: 613-997-2000 Fax: 613-997-4450	American Airlines, Inc. 700 10th Street, N.W. Washington, D.C. 20001 U.S.A. Tel: 202-328-7000 Fax: 202-328-6833

2. AIRLINE DESIGN AND AIRCRAFT IDENTIFICATION NUMBERS

Airline	Designator	ICAO Code
AA	AA	001

3. THROUGH/TWOPARTY: Paragraph 3 of Appendix A of the Toronto-Air Traffic Agreement, as amended, is hereby amended as follows: All through/two party flights between the United States and Canada operated by American Airlines (Qualifying CP Flights) and flights to Toronto operated by American Airlines (Qualifying CP Flights) are eligible as through/two party flights under the provisions of this Agreement. All flights to and from Toronto are eligible for the credit under Canada's Foreign Flight Program, in accordance with the rules of that program. All flights to and from Toronto are eligible for the credit under Canada's Foreign Flight Program, in accordance with the rules of that program. All flights to and from Toronto are eligible for the credit under Canada's Foreign Flight Program, in accordance with the rules of that program. All flights to and from Toronto are eligible for the credit under Canada's Foreign Flight Program, in accordance with the rules of that program.

4. THROUGH/TWOPARTY: Paragraph 3 of Appendix A of the Toronto-Air Traffic Agreement, as amended, is hereby amended as follows: All through/two party flights between the United States and Canada operated by American Airlines (Qualifying CP Flights) and flights to Toronto operated by American Airlines (Qualifying CP Flights) are eligible as through/two party flights under the provisions of this Agreement. All flights to and from Toronto are eligible for the credit under Canada's Foreign Flight Program, in accordance with the rules of that program. All flights to and from Toronto are eligible for the credit under Canada's Foreign Flight Program, in accordance with the rules of that program.

CITY PAIR	FARE	INVENTORY	THROUGH/TWOPARTY	AVAILABILITY
Canada System to Canada System	Full	JY	THRU OMITTED - CONFIDENTIAL	BY application

5. The Operator will in the case of all fare and inventory combinations, whenever agents use American will not issue any fare or inventory combination, or credit used fare, or ticket issued or not issued. Any combination which is available to agents used on the fare combination will be subject to conditions of carriage. Any credit used fare issued by American will be billed back to customer.

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DFNDT006241

IN THROUGH/TWOPARTY: Paragraph 3 of Appendix A of the Toronto-Air Traffic Agreement, as amended, is hereby amended as follows: All through/two party flights between the United States and Canada operated by American Airlines (Qualifying CP Flights) and flights to Toronto operated by American Airlines (Qualifying CP Flights) are eligible as through/two party flights under the provisions of this Agreement. All flights to and from Toronto are eligible for the credit under Canada's Foreign Flight Program, in accordance with the rules of that program. All flights to and from Toronto are eligible for the credit under Canada's Foreign Flight Program, in accordance with the rules of that program.

INTERNATIONAL CITY PAIR	FARE	THROUGH/TWOPARTY	AVAILABILITY	THRU OMITTED - CONFIDENTIAL
Canada System to Canada System	Full	JY	THRU OMITTED - CONFIDENTIAL	BY application

7. The Operator will in the case of all fare and inventory combinations, whenever agents use American will not issue any fare or inventory combination, or credit used fare, or ticket issued or not issued. Any combination which is available to agents used on the fare combination will be subject to conditions of carriage. Any credit used fare issued by American will be billed back to customer.

8. THROUGH/TWOPARTY: Paragraph 3 of Appendix A of the Toronto-Air Traffic Agreement, as amended, is hereby amended as follows: All through/two party flights between the United States and Canada operated by American Airlines (Qualifying CP Flights) and flights to Toronto operated by American Airlines (Qualifying CP Flights) are eligible as through/two party flights under the provisions of this Agreement. All flights to and from Toronto are eligible for the credit under Canada's Foreign Flight Program, in accordance with the rules of that program.

9. THROUGH/TWOPARTY: Paragraph 3 of Appendix A of the Toronto-Air Traffic Agreement, as amended, is hereby amended as follows: All through/two party flights between the United States and Canada operated by American Airlines (Qualifying CP Flights) and flights to Toronto operated by American Airlines (Qualifying CP Flights) are eligible as through/two party flights under the provisions of this Agreement. All flights to and from Toronto are eligible for the credit under Canada's Foreign Flight Program, in accordance with the rules of that program.

10. THROUGH/TWOPARTY: Paragraph 3 of Appendix A of the Toronto-Air Traffic Agreement, as amended, is hereby amended as follows: All through/two party flights between the United States and Canada operated by American Airlines (Qualifying CP Flights) and flights to Toronto operated by American Airlines (Qualifying CP Flights) are eligible as through/two party flights under the provisions of this Agreement. All flights to and from Toronto are eligible for the credit under Canada's Foreign Flight Program, in accordance with the rules of that program.

11. THROUGH/TWOPARTY: Paragraph 3 of Appendix A of the Toronto-Air Traffic Agreement, as amended, is hereby amended as follows: All through/two party flights between the United States and Canada operated by American Airlines (Qualifying CP Flights) and flights to Toronto operated by American Airlines (Qualifying CP Flights) are eligible as through/two party flights under the provisions of this Agreement. All flights to and from Toronto are eligible for the credit under Canada's Foreign Flight Program, in accordance with the rules of that program.

DFNDT006242

American agrees to be available to agents with regard to the marketing activities described herein, and provide information and responsibilities pursuant to the applicable fare availability schedule.

APPENDIX D

THRU OMITTED - CONFIDENTIAL	THROUGH/TWOPARTY
THRU OMITTED - CONFIDENTIAL	THROUGH/TWOPARTY

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(TEXT OMITTED - CONFIDENTIAL TREATMENT REQUESTED)

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(TEXT OMITTED - CONFIDENTIAL TREATMENT REQUESTED)

14

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SUBSIDIARIES

THE SABRE GROUP HOLDINGS, INC.

The Sabre Group Holdings, Inc. SUBSIDIARY  
(All subsidiaries are wholly-owned unless otherwise noted in parentheses. Each subsidiary's subsidiaries outlined further below.)

The Sabre Group, Inc. (Delaware)

The Sabre Group, Inc. SUBSIDIARIES

Aeris International Network, Inc. (Japan) (254)  
ENCOMPASS Holding, Inc. (Delaware)  
Eriks Ltd. (Latvia) (504)  
Sabre Decision Technologies International, Inc. (Delaware)  
Sabre Decision Technologies Licensing, Inc. (Delaware)  
Sabre Enterprises, Inc. (Delaware)  
Sabre International, Inc. (Delaware)  
Sabre International Holdings, Inc. (Delaware)  
Sabre Limited (New Zealand)  
Sabre Soluciones de Viaje S. de R.L. de C.V. (Mexico) (994)  
Sabre Technology Enterprises, Inc. (Cayman Islands)  
Sabre Technology Holland B.V. (The Netherlands)  
EPT Finance, Inc. (Delaware)  
EPT Holding, Inc. (Delaware)  
TSEB, Inc. (Delaware)  
The Sabre Group Sales (Barbados), Ltd.  
Tidefund Corporation (Canada)

Sabre Decision Technologies International, Inc. SUBSIDIARIES

Sabre Group International Limited, formerly INEGO BSB Limited (UK)  
Sabre Decision Technologies (Australia) Pty Ltd.

Sabre International, Inc. SUBSIDIARIES

Sabre CIS Holdings, Inc. (Delaware)  
Sabre Belgium (Belgium) (994)  
Sabre Computer Reservations Systems GmbH (Austria)  
Sabre Canada AG (Germany)  
Sabre Deutschland Marketing GmbH (Germany)  
Sabre Deutschland Services GmbH (Germany)  
Sabre Espana Marketing, S.A. (Spain) (994)  
Sabre Europe Management Services Ltd. (UK) (994)  
Sabre France SA (France)  
Sabre Helix SA (France)  
Sabre Ireland Limited (Ireland)  
Sabre Italia S.r.l. (Italy) (994)  
Sabre Marketing Nederland B.V. (The Netherlands)  
Sabre Norge AS (Norway)  
Sabre Portugal Services LDA (Portugal) (994)

Sabre International, Inc. SUBSIDIARIES - Continued

Sabre Servicios Colombia SDA (Colombia) (994)  
Sabre Suomi Oy (Finland)  
Sabre Sverige AB (Sweden)  
Sabre UK Marketing Ltd. (UK) (994)  
SFIN Luxembourg S.A. (Luxembourg) (994)

Sabre International Holdings, Inc. SUBSIDIARIES

Sabre Belgium (Belgium) (14)  
Sabre Espana Marketing, S.A. (Spain) (14)  
Sabre Europe Management Services Ltd. (UK) (14)  
Sabre France S.r.l. (Italy) (14)  
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Sabre Servicios Colombia SDA (Colombia) (14)  
Sabre UK Marketing Ltd. (UK) (14)  
SFIN Luxembourg S.A. (Luxembourg) (14)  
The Sabre Group International (Bahrain) W.L.L. (14)

Sabre Soluciones de Viaje S. de R.L. de C.V. SUBSIDIARIES

Sabre Informacion S.A. de C.V. (Mexico) (994)

Sabre Technology Enterprises, Ltd. SUBSIDIARIES

Sabre Technology Enterprises II, Ltd. (Cayman Islands)  
The Sabre Group International (Bahrain) W.L.L. (994)

Sabre Technology Holland B.V. SUBSIDIARIES

Sabre Informacion S.A. de C.V. (Mexico) (14)  
Sabre Soluciones de Viaje S. de R.L. de C.V. (Mexico) (14)

SST Holding, Inc. SUBSIDIARY

Sabre Sociedad Tecnologica S.A. (Mexico) (514)

Sabre Sociedad Tecnologica S.A. SUBSIDIARY

Sabre Services Administration (Mexico)

TSEB, Inc. SUBSIDIARY

TSEB Holding, Inc. (Delaware)

Tidefund Corporation SUBSIDIARY

149548 Canada, Inc. (Canada)

\* All subsidiaries are wholly owned unless otherwise noted in parentheses

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63

DFNDT0006247

DFNDT0006248

CONSENT OF ERNST & YOUNG LLP

We consent to the incorporation by reference in the Registration Statements (Form S-6 Nos. 333-13917, 333-14509, and 333-13881) pertaining to The Sabre Group Holdings, Inc. 1995 Long-Term Incentive Plan, 1995 Directors' Stock Incentive Plan, and Employees Stock Purchase Plan, respectively, of our report dated January 16, 1995, except for Note 14, as to which the date is March 16, 1995, with respect to the consolidated financial statements of The Sabre Group Holdings, Inc. included in the Annual Report (Form 10-K) for the year ended December 31, 1994.

ERNST & YOUNG LLP

Dallas, Texas  
March 16, 1995

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1 of 1 DOCUMENT

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**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](mailto: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/

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**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>.

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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

<b>EFS ID:</b>	13474818
<b>Application Number:</b>	12906979
<b>International Application Number:</b>	
<b>Confirmation Number:</b>	1141
<b>Title of Invention:</b>	Methods of expanding commercial opportunities for internet websites through coordinated offsite marketing
<b>First Named Inventor/Applicant Name:</b>	D. Delano Ross
<b>Customer Number:</b>	26362
<b>Filer:</b>	Louis J. Hoffman/Donald Hertz
<b>Filer Authorized By:</b>	Louis J. Hoffman
<b>Attorney Docket Number:</b>	23-CON3
<b>Receipt Date:</b>	10-AUG-2012
<b>Filing Date:</b>	18-OCT-2010
<b>Time Stamp:</b>	19:51:07
<b>Application Type:</b>	Utility under 35 USC 111(a)

### Payment information:

Submitted with Payment	no
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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

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

Filed via EFS - August 10, 2012

**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  
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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

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

Filed via EFS - July 30, 2012

**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 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 [[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 and associated with a second website, 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]] the 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

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,

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.

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

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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  
P.O. Box 1450  
Alexandria, VA 22313-1450

Filed via EFS – July 30, 2012

**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 *secondary* 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 *non*-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  
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OTHER ART		
Examiner Initials	Item	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: \_\_\_\_\_

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.

OTHER ART		
Examiner Initials	Item	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.
	24	Trademark Electronic Search System (TESS) record of MARKETPLACEMCI; Reg. 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.
	27	"News Corp./MCI Online Venture adds Nordstrom to marketplaceMCI"; Business Wire; October 5, 1995.
	28	"News Corp./MCI Online Ventures Offers Innovations in Online Shopping"; Business Wire; December 5, 1995.
	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 <a href="http://www.paulgraham.com/vwplan.html">http://www.paulgraham.com/vwplan.html</a> ; 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.
	36	Archived web pages at www.shopsite.com; January 10, 1997.
	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, <a href="http://en.wikipedia.org/wiki/RTML">http://en.wikipedia.org/wiki/RTML</a> , April 4, 2011.
	39	"Digital River: Plumbing the Web"; The Digital River Review; February 1998.
	40	Web pages from www3.digitalriver.com; May 1998.

Examiner: \_\_\_\_\_

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.

OTHER ART			
Examiner Initials	Item	Author Title Date	Pertinent Pages Etc.
	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.
	45	Archived web pages at www.fredericks.com;	November 4, 1996.
	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.
	48	"YAHOO TO ACQUIRE VIAWEB"; Press Release found at	http://docs.yahoo.com/docs/pr/release184.html; June 8, 1998.
	49	ForeFront releases WebWhacker 1.0; CNET News;	January 4, 1996.
	50	ForeFront-WebWhacker User's Guide;	1995-1996.
	51	"Offline Web browsing: It's like surfing in Ohio";	INFOWORLD.com; Vol. 18, Issue 32; August 5, 1996.
	52	"You can take it with you with ForeFront's WebWhacker";	INFOWORLD.com; Vol. 19, Issue 18; May 5, 1997.
	53	Archived webpage at www.ffg.com regarding WebWhacker 3.0;	April 1, 1997.
	54	Archived webpage at www.ffg.com regarding WebWhacker;	December 31, 1996.
	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.
	58	Nexchange Merchant Internet Distributed Commerce Network Agreement, for Dunwoody Gourmet;	September 1, 1998.
	59	MicroShops Business Plan, Century Technology Group, MicroShops, version 0.2,	March 1998.
	60	Digital River, Inc. Dealer Agreement with Octal Publications Limited,	January 1, 1997.

Examiner: \_\_\_\_\_

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.



OTHER ART		
Examiner Initials	Item	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.
	74	Archived webpage at http://travel.yahoo.com, December 6, 1998.
	75	Archived webpage at www.statenislandonline.com, April 18, 1997.
	76	Archived webpage at www2.travelnow.com, November 13, 1999.

Examiner: \_\_\_\_\_

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.

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

DDR HOLDINGS, LLC,

Plaintiff and Counterdefendant,

v.

HOTELS.COM, L.P.; EXPEDIA, INC.;  
TRAVELOCITY.COM L.P.; SITE59.COM  
LLC; INTERNETWORK PUBLISHING  
CORPORATION D/B/A  
LODGING.COM; NEAT GROUP  
CORPORATION; ORBITZ WORLDWIDE,  
LLC; INTERNATIONAL CRUISE &  
EXCURSION GALLERY, INC.;  
OURVACATIONSTORE.COM, INC.;  
NATIONAL LEISURE GROUP, INC.;  
WORLD TRAVEL HOLDINGS, INC.;  
DIGITAL RIVER, INC.,

Defendants and  
Counterclaimants.

Civil Action No. 2-06CV-42 (DF)

DEFENDANTS' AMENDED INVALIDITY CONTENTIONS PURSUANT TO LOCAL  
PATENT RULE 3-6

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**TABLE OF AUTHORITIES**

**FEDERAL CASES**

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## I. INTRODUCTION

Defendants Hotels.com, L.P, Expedia, Inc., Travelocity.com LP, Site59.com LLC, Internetnetwork 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

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<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.

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.

## 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.

	<b>PRIOR ART PATENTS</b>	<b>Filing Date</b>	<b>Issue Date</b>	<b>Exh.</b>
1.	U.S. Patent 6,330,575 (Moore) [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) [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) [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



	<b>PRIOR ART PATENTS</b>	<b>Filing Date</b>	<b>Issue Date</b>	<b>Exh.</b>
11.	U.S. Patent Application No. 09/995,278 [Pub. No. US2002/0065772 A1] (Saliba) [DFNDT0000294-0000313]	Nov. 26, 2001 (continuation of application filed June 8, 1998)	May 30, 2002 (publication date)	31A

	<b>PRIOR ART PUBLICATIONS<sup>2,3</sup></b>	<b>Exh.</b>
1	{RESERVED}	
2.	Travelocity Previous Co-Branding including Yahoo!, Japan Airlines, Netscape, US Airways, and Online Italia [DFNDT0000314-0000431] ( <i>Travelocity Co-Branding</i> )	8A
3.	Digital River Secure Sales System <sup>4</sup> ( <i>Digital River SSS</i> )	9A
4.	TravelNow.com [DFNDT0000432-0000487, HOT000358 (CD)] ( <i>TravelNow</i> )	10A
5.	ITN/Get There [DFNDT0000559-0000595] ( <i>ITN</i> )	12A
6.	Preview Travel [DFNDT0000596-000855] ( <i>Preview</i> )	13A
7	[RESERVED]	
8.	Data Broadcasting Corp Brand Labeled Quote Service [DFNDT0001536-0001633, DFNDT0002074-2079] ( <i>DBC</i> )	21A

<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>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>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.

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PRIOR ART PUBLICATIONS <sup>2,3</sup>		Exh.
9.	Quote.com [DFNDT0001634-0001689] ( <i>Quote</i> )	22A
10.	SexToy.com [DFNDT000945-0001081] ( <i>SexToyexToy</i> )	24A
11.	One & Only [DFNDT0001690-0001722] ( <i>OAO</i> )	25A
12.	IBM Prior Art [DFNDT0001795-0001927] ( <i>IBM</i> )	27A
13.	Lycos.com [DFNDT0001928-0002009] ( <i>Lycos</i> )	28A
14.	IBM Net.Commerce for OS390 [DFNDT0001082-0001301] ( <i>Net.Commerce</i> )	30A
15.	CompuServe Information System [DFNDT0001302-0001535, DFNDT_CD_0001, DR074511-56] ( <i>CIS</i> )	32A
16.	ShopSite Prior Art [DFNDT0004658-0004683, 5052-5059, 5069-5080, 5096-50105, 5111-5123, 5141-5167, 5206-5267]	43A
17.	ViaWeb Prior Art [DFNDT0004356-0004657, 5052-59, 5069-5080, 5096-5105, 5111-5123, 5141-5167, 5206-5267]	44A

The following systems or software products are prior art under at least 35 U.S.C.

§§ 102(a), (b), (f) and/or (g).<sup>5</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]

<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 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>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>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.<sup>8</sup> *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

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<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.  
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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 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 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).

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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

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<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.  
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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. 31A ViaWeb 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
- Wiccha. *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

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. SexToy**

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

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<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](mailto: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

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- 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.

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<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**

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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.

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<sup>12</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.

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***  
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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.



### 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.

	<b>PRIOR ART PATENTS</b>	<b>Filing Date</b>	<b>Issue Date</b>	<b>Exh.</b>
1.	U.S. Patent 6,330,575 (Moore) [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) [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) [DFNDT0000114-0000131]	June 10, 1997	Nov. 23, 1999	19B
10.	U.S. Patent 6,016,504 (Arnold) [DFNDT0000076-0000113]	Aug. 28, 1996	Jan. 18, 2000	23B

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	<b>PRIOR ART PATENTS</b>	<b>Filing Date</b>	<b>Issue Date</b>	<b>Exh.</b>
11.	U.S. Patent Application No. 09/995,278 [Pub. No. US2002/0065772 A1] (Saliba) [DFNDT0000294-0000313]	Nov. 26, 2001 (continuation of application filed June 8, 1998)	May 30, 2002 (publication date)	31B

	<b>PRIOR ART PUBLICATIONS<sup>13,14</sup></b>	<b>Exh.</b>
1.	[RESERVED]	
2.	Travelocity Previous Co-Branding including Yahoo!, Japan Airlines, Netscape, US Airways, and Online Italia [DFNDT0000314-0000431] ( <i>Travelocity Co-Branding</i> )	8B
3.	Digital River Secure Sales System <sup>15</sup> ( <i>Digital River SSS</i> )	9B
4.	TravelNow.com [DFNDT0000432-0000487, HOT000358 (CD)] ( <i>TravelNow</i> )	10B
5.	ITN/Get There [DFNDT0000559-0000595] ( <i>ITN</i> )	12B
6.	Preview Travel [DFNDT0000596-000855] ( <i>Preview</i> )	13B
7.	[RESERVED]	
8.	Data Broadcasting Corp Brand Labeled Quote Service [DFNDT0001536-0001633,	21B

<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>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>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.

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PRIOR ART PUBLICATIONS <sup>13,14</sup>		Exh.
	DFNDT0002074-2079] ( <i>DBC</i> )	
9.	Quote.com [DFNDT0001634-0001689] ( <i>Quote</i> )	22B
10.	SexToy.com [DFNDT000945-0001081] ( <i>SexToy</i> )	24B
11.	One & Only [DFNDT0001690-0001722]  ( <i>OAO</i> )	25B
12.	IBM Prior Art [DFNDT0001795-0001927] ( <i>IBM</i> )	27B
13.	Lycos.com [DFNDT0001928-0002009] ( <i>Lycos</i> )	28B
14.	[RESERVED]	
15.	IBM Net.Commerce for OS390 [DFNDT0001082-0001301] ( <i>Net.Commerce</i> )	30B
16.	CompuServe Information System [DFNDT0001302-0001535, DFNDT_CD_0001, DR074511-56] ( <i>CIS</i> )	32B
17.	ShopSite Prior Art [DFNDT0004658-0004683, 5052-5059, 5069-5080, 5096-50105, 5111-5123, 5141-5167, 5206-5267]	43B
18.	ViaWeb Prior Art [DFNDT0004356-0004657, 5052-59, 5069-5080, 5096-5105, 5111-5123, 5141-5167, 5206-5267]	44B

The following systems or software products are prior art under at least 35 U.S.C. §§ 102(a), (b), (f) and/or (g).<sup>16</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

<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]

DEFENDANTS' AMENDED INVALIDITY CONTENTIONS  
PURSUANT TO LOCAL PATENT RULE 3-6-33

- 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 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 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  
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- 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

DEFENDANTS' AMENDED INVALIDITY CONTENTIONS  
PURSUANT TO LOCAL PATENT RULE 3-6-38

- 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

DEFENDANTS’ AMENDED INVALIDITY CONTENTIONS  
PURSUANT TO LOCAL PATENT RULE 3-6-39

- 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

DEFENDANTS’ AMENDED INVALIDITY CONTENTIONS  
PURSUANT TO LOCAL PATENT RULE 3-6-40

- 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](mailto: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

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<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**

DEFENDANTS' AMENDED INVALIDITY CONTENTIONS  
PURSUANT TO LOCAL PATENT RULE 3-6-47

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. Invalidation 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<sup>18</sup>, 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>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.

	<b>PRIOR ART PATENTS</b>	<b>Filing Date</b>	<b>Issue Date</b>	<b>Exh.</b>
1.	U.S. Patent 6,330,575 (Moore) [DFNDR0000180-0000206]	Mar. 31, 1998	Dec. 11, 2001	1C
2.	U.S. Patent 6,490,567 (Gregory) [DFNDR0000144-0000162]	Jan. 15, 1997	Dec. 3, 2002	2C
3.	[RESERVED]			
4.	U.S. Patent 6,209,007 (Kelley) [DFNDR0000163-0000179]	Nov. 26, 1997	Mar. 27,2001	4C
5.	WO 1999/ 046709 A1 (Voorhees) [DFNDR0000239-0000293]	Mar. 11, 1998	Sept. 16, 1999 (publication date)	5C
6.	U.S. Patent 5,870,717 (Wiecha) [DFNDR0000217-0000238]	Nov. 13, 1995	Feb. 9, 1999	6C
7.	U.S. Patent 6,141,666 (Tobin) [DFNDR0000001-0000053]	Jan 21, 1997 (claiming priority to provisional filed Jan 22, 1996)	Oct. 31, 2000	17C
8.	U.S. Patent 6,128,655 (Fields) [DFNDR0000054-0000076]	July 10, 1998	Oct. 3, 2000	18C
9.	U.S. Patent 5,991,740 (Messer) [DFNDR0000114-0000131]	June 10, 1997	Nov. 23, 1999	19C
10.	U.S. Patent 6,016,504 (Arnold) [DFNDR0000076-0000113]	Aug. 28, 1996	Jan. 18, 2000	23C

**DEFENDANTS’ AMENDED INVALIDITY CONTENTIONS  
PURSUANT TO LOCAL PATENT RULE 3-6-50**

	<b>PRIOR ART PATENTS</b>	<b>Filing Date</b>	<b>Issue Date</b>	<b>Exh.</b>
11.	U.S. Patent Application US2002/0065772 (Saliba) [DFNDT0000294-0000313]	Nov. 26, 2001 (continuation of application filed June 8, 1998)	May 30, 2002 (publication date)	31C

	<b>PRIOR ART PUBLICATIONS<sup>19,20</sup></b>	<b>Exh.</b>
1.	[RESERVED]	
2.	Travelocity Previous Co-Branding including Yahoo!, Japan Airlines, Netscape, US Airways, and Online Italia [DFNDT0000314-0000431] ( <i>Travelocity Co-Branding</i> )	8C
3.	Digital River Secure Sales System <sup>21</sup> ( <i>Digital River SSS</i> )	9C
4.	TravelNow.com [DFNDT0000432-0000487, HOT000358 (CD)] ( <i>TravelNow</i> )	10C
5.	ITN/Get There [DFNDT0000559-0000595] ( <i>ITN</i> )	12C
6.	Preview Travel [DFNDT0000596-000855] ( <i>Preview</i> )	13C
7.	[RESERVED]	
8.	SexToy.com [DFNDT000945-0001081] ( <i>SexToy</i> )	24C

<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>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>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.

DEFENDANTS’ AMENDED INVALIDITY CONTENTIONS  
PURSUANT TO LOCAL PATENT RULE 3-6-51

PRIOR ART PUBLICATIONS <sup>19,20</sup>		Exh.
9.	One & Only [DFNDT0001690-0001722] One & Only Network [DFNDT0001723-0001794] ( <i>OAO</i> )	25C 26C
10.	IBM Prior Art [DFNDT0001795-0001927] ( <i>IBM</i> )	27C
11.	IBM Net.Commerce for OS390 [DFNDT0001082-0001301] ( <i>Net.Commerce</i> )	30C
12.	CompuServe Information System [DFNDT0001302-0001535, DFNDT_CD_0001, DR074511-56] ( <i>CIS</i> )	32C
13.	ShopSite Prior Art [DFNDT0004658-0004683, 5052-5059, 5069-5080, 5096-50105, 5111-5123, 5141-5167, 5206-5267]	43C
14.	ViaWeb Prior Art [DFNDT0004356-0004657, 5052-59, 5069-5080, 5096-5105, 5111-5123, 5141-5167, 5206-5267]	44C

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>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.

c. **U.S. Patent Application No. 09/995,278 (“Saliba”)**

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.

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”)**

DEFENDANTS’ AMENDED INVALIDITY CONTENTIONS  
PURSUANT TO LOCAL PATENT RULE 3-6-59

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

DEFENDANTS' AMENDED INVALIDITY CONTENTIONS  
PURSUANT TO LOCAL PATENT RULE 3-6-60



- 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. SexToy**

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  
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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

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<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.

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

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<sup>24</sup> 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:

<b>Term</b>	<b>Agreed Construction</b>
Merchant	Producer, distributor, or reseller of goods or services to be sold.
Host/Owner	An operator of a website that engages in Internet commerce by incorporating one or more links to an e-commerce outsource provider into its web content.
Outsource provider/ecommerce 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

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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.<sup>25</sup> 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.<sup>26</sup> *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>25</sup> Because the patents share a common specification, unless otherwise specified, all citations in this section refer to the '135 Patent.

<sup>26</sup> 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>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



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.

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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.<sup>28</sup> 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].”<sup>29</sup> WCT provided a link to its customers that was correlated with a selected commerce object such as lodging.<sup>30</sup> 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. **EaasySabre 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.<sup>31</sup> The “look and feel” elements

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<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>29</sup> *World Choice Travel, Inc. Revenue Sharing and Services Agreement*, draft agreement, 1999, § 1.4. [DFNDT000858-000866].

<sup>30</sup> *See* DFNDT000858 at §1.3.

<sup>31</sup> *See* JOHN L. VIASCAS, *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>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.

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**g. Sabre Business Travel Solutions**

Sabre Business Travel Solutions (“Sabre BTS”) provided a co-branded/private-labeled e-commerce outsourcing solution to major corporations.<sup>33</sup> Sabre BTS “give[s] corporations their own graphical access to Sabre reservations [sic].<sup>34</sup> For example, Sabre BTS allowed BTI Americas to “private label the BTS software under its Portico brand name.”<sup>35</sup> 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.

**h. Travelocity Prior Art<sup>36</sup>**

**(i) Travelocity/Japan Airlines Prior Art**

The SABRE Interactive (“SI”) (now Travelocity) co-branded web site was an e-commerce 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 . . . .”<sup>37</sup> 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>33</sup> See Whit Andrews, *Cisco Tests Travel Service On its Intranet*, Intranet World, September 23, 1996. [DFNDT000883-000884].

<sup>34</sup> Jeff Moad, *Sabre Rattled*, PC Week, January 29, 1996. [DFNDT000885-000890].

<sup>35</sup> *Software License and Development Agreement between STIN and EDS*, February 28, 1997. [DFNDT0000891-000896].

<sup>36</sup> Any of the Travelocity Prior Art references are combinable as 103 references with the Travelocity Charts (Exhibits 8A-8C).

<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>38</sup> See DFNDT000373-387 at § 2.2.

<sup>39</sup> See DFNDT000373-387 at Exhibit A, § 1.7.

<sup>40</sup> *SABRE Interactive Product Requirements, Netscape Netcenter Marketplace Travel by Travelocity*, March 6, 1998. See DFNDT000347-349.

<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.<sup>42</sup> For example, “US Airways will supply [The SABRE Group] with all artwork necessary to modify Travelocity as provided herein.”<sup>43</sup> 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].”<sup>44</sup> The private label booking engine utilized commerce objects such as “Flights,” “Cars,” and “Hotels” modules.<sup>45</sup> 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.

(iv) **Travelocity/Online Italia Prior Art**

SABRE Interactive (now Travelocity) provided Travel Online Italia “an on-line travel reservation product with its own look and feel.”<sup>46</sup> 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>

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<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 I: Travelocity Private Label*, December 5, 1997, p. 1. See DFNDT000340-344.

<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>45</sup> See DFNDT000342

<sup>46</sup> *Basic Booking Engine for Travel Online Italia - Scope Definition*, April 29, 1997. See DFNDT000325-328.

<sup>47</sup> See *Private Label for Travel Online Italia - Scope Definition*, § I. See DFNDT000315-324.

## 2. *Prior Art Patents and Patent Applications*

	<b>U.S. Patent No. / Application No.</b>	<b>Date of Issuance / Publication</b>	<b>Bates Range</b>
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*

	<b>Applicant(s)</b>	<b>Application No.</b>	<b>Bates Range</b>
1.	<b>Saliba, et. al.</b>	<b>09/995,278</b>	DFNDT0004693-5051

## 4. *Prior Art Publications*

	<b>Title</b>	<b>Author / Publisher</b>	<b>Date of Publication</b>	<b>Bates Range</b>
1.	Sellers Get a Hand with Affiliate Commerce	Jeffrey Schwartz/ Internet Week	August 6, 1998	DFNDT0002311-2312
2.	Free Electronic Storefronts: The e-Good, e-Bad, and e-Ugly	Garrett Wasny/ howtoconquerthe world.com	July, 2000	DFNDT0002313-2316
3.	EroticaBiz: How Sex Shaped the Internet	Lewis Perdue	2002	DFNDT0002317-2318
4.	Small Business; Special Report: E-Commerce;	Lawrence J. Magid/ Los	October 27, 1999	DFNDT0002319-2322

DEFENDANTS' AMENDED INVALIDITY CONTENTIONS  
PURSUANT TO LOCAL PATENT RULE 3-6-83

	<b>Title</b>	<b>Author / Publisher</b>	<b>Date of Publication</b>	<b>Bates Range</b>
	Business Tools / Software, Technology and New Products to Help Your Company; Online Malls an Ideal Place to Set Up Shop	Angeles Times		
5.	Affinia, Homestead Team Up	internetnews.com	October 21, 1999	DFNDT0002323-2325
6.	Affinia Launches E-Commerce Service for Small Sites	internetnews.com	July 20, 1999	DFNDT0002326-2329
7.	TechWave boosted by \$25M	M. Sharon Baker/Puget Sound Business Journal	April 24, 1998	DFNDT0002330-2332
8.	Product review: TechWave PersonalStore	Paul Lang/Sell It!	August 15, 1998	DFNDT0002333-2336
9.	An Affiliate Marketing History Lesson	Russell Shaw/iMedia Connection	December 14, 2004	DFNDT0002337-2340
10.	How Does Store-Building Software Work?	Dr. Ralph F. Wilson/ Web Commerce Today	December 15, 1997	DFNDT0002341-2351
11.	E-commerce firm lands \$9 million	Caroline Hubbard/Atlanta Business Chronicle	August 20, 1999	DFNDT0002352-2354
12.	LinkShare and eShare Technologies Forge Strategic Alliance Partnership gives E-Retailers Real Time Customer Service Capabilities	LinkShare	May 10, 1999	DFNDT0002355-2357
13.	LinkShare and eShare Technologies Forge Strategic Alliance Partnership gives E-Retailers Real Time Customer Service Capabilities	LinkShare	March 22, 2006	DFNDT0002358-2360
14.	Web Marketing Today – Issue 13	Dr. Ralph F. Wilson/ Web Marketing Today	May 11, 1996	DFNDT0002361-2366
15.	Electronic Commerce	LinkShare	February 1,	DFNDT0002367-2368

DEFENDANTS' AMENDED INVALIDITY CONTENTIONS  
PURSUANT TO LOCAL PATENT RULE 3-6-84



	<b>Title</b>	<b>Author / Publisher</b>	<b>Date of Publication</b>	<b>Bates Range</b>
	Begins the Next Phase in Online Marketing. LinkShare Leads the Way		1999	
16.	1-800-Flowers.com Branches Out with LinkShare!	LinkShare	January 29, 1999	DFNDT0002369-2371
17.	LinkShare and CBS Sportsline Partner to Develop the Premier Sports Internet Affiliate Network	LinkShare	January 11, 1999	DFNDT0002372-2374
18.	LinkShare Corporation Teams with Verio Inc. to Develop Affiliate Sales Program	LinkShare	December 8, 1998	DFNDT0002375-2377
19.	Superbuild.com Develops an Affiliate Program With LinkShare	LinkShare	December 7, 1998	DFNDT0002378-2380
20.	TheSmokeShop.Com Launches Innovative Affiliate Program	LinkShare	October 6, 1998	DFNDT0002381-2384
21.	HostAmerica Partners with LinkShare to Launch Affiliate Program	LinkShare	October 7, 1998	DFNDT0002385-2387
22.	MotivationNet and LinkShare Corporation Announce Integration	LinkShare	October 13, 1998	DFNDT0002388-2389
23.	Working paper – Hoffman, Novak and Chatterjee	Sloan Center for Internet Retailing – University of California, Riverside	December, 1995	DFNDT0002390-2394
24.	Commercial Scenarios for the Web: Opportunities and Challenges	Donna L. Hoffman, Thomas P. Novak and Patrali Chatterjee/University of California, Riverside Sloan Center for Internet Retailing	December 1995	DFNDT0002395-2420
25.	New Metrics for New Media: Toward the Development of Web Measurement Standards	Thomas P. Novak and Donna L. Hoffman/Vanderbilt	September 26, 1996	DFNDT0002421-2450

DEFENDANTS' AMENDED INVALIDITY CONTENTIONS  
PURSUANT TO LOCAL PATENT RULE 3-6-85

	<b>Title</b>	<b>Author / Publisher</b>	<b>Date of Publication</b>	<b>Bates Range</b>
		University e-Lab		
26.	Just For Feet, Inc. Announces Asset Auction	Just For Feet, Inc.	January 27, 2000	DFNDT0002451-2452
27.	Nexchange expands your consumer reach	Mary Ann Fitzharris/ TechRepublic.com	May 3, 2000	DFNDT0002453-2455
28.	Syndicated E-commerce	DDR Holdings, LLC	August 10, 2006	DFNDT0002456-2457
29.	How it can be done – evolution to Web Services	DDR Holdings, LLC	August 10, 2006	DFNDT0002458-2459
30.	Alternative to Affiliate Programs Needed To Help the Small Guys	Whit Andrews/ Mecklermedia Corporation Internet World	June 14, 1999	DFNDT0002460-2461
31.	Teachnet.com/ Brainstorm of the Day (web.archive.org/web/19990429054102/http://www.teachnet.com/index.html).	Teachnet.com	April 29, 1999	DFNDT0002080-2083
32.	Talk City Online Community (web.archive.org/web/19990429014230/http://www.talkcity.com)	Talkcity.com	April 29, 1999	DFNDT0002084-2085
33.	TechWave – Private Label Online Store Program (web.archive.org/web/19980201140515/techwave.com/stores/your-store.htm)	TechWave, Inc.	February 1, 1998	DFNDT0002087-2088
34.	The Future of Interactive Marketing	John Deighton/ Harvard Business Review	November-December 1996	DFNDT0002089-2104
35.	Commentary on “Exploring the Implications of the Internet for Consumer Marketing”	John Deighton/ Journal of the Academy of Marketing Science	Fall 1997	DFNDT0002105-2109
36.	Shopping at Teachnet (web.archive.org/web/20000301141808/http://www.nexchange.net/shopping/shop.asp?Link...	www.nexchange.net	March 3, 2000	DFNDT0002462
37.	Winning the Affiliate	Declan Dunn	1998	DFNDT0002463-2554

DEFENDANTS’ AMENDED INVALIDITY CONTENTIONS  
PURSUANT TO LOCAL PATENT RULE 3-6-86

	<b>Title</b>	<b>Author / Publisher</b>	<b>Date of Publication</b>	<b>Bates Range</b>
	Game: A Ten-Step Master Plan For Maximizing Your Profits			
38.	e-business case studies Recreational Equipment, Inc., An Internet retaining innovator	IBM	1999	DFNDT0002555-2568
39.	e-business Solutions Leading retainer makes Internet shopping a personal experience	IBM	1998	DFNDT0002569-2570
40.	IBM Launches Global Small Business Initiative Backed by \$100 Million Marketing Campaign.	IBM / Business Wire	May 4, 1999	DFNDT0003150-3154
41.	Electronic Commerce Environments: Corporate Obstacles and Opportunities to Competitiveness	Chris Vestal / Bowie State University	August 1, 1999	DFNDT0003240-3274
42.	The Emerging Landscape of Business to Business E-Commerce	Mohanbir Sawhney & Steven Kaplan / Business 2.0 Magazine	September 1999	DFNDT0003229-3239
43.	New Architecture for Web-enabled EDI-Applications and their Impact on VANS	Stefan Klein & Markus Lindemann	April 26, 1999	DFNDT0003195-3206
44.	Evaluating the Performance of Electronic Commerce Systems	Shahar Yarden / 1997 Winter Simulation Conference	1997	DFNDT0003275-3278
45.	Intermediaries and Cybermediaries: A Continuing Role for Mediating Players in the Electronic Marketplace	Mitra Barun Sarkar, Brian Butler, & Charles Steinfield	December 1995	DFNDT0003179-3194
46.	Structure and Macro-Level Impacts of Electronic Commerce: From Technological Infrastructure to Electronic Marketplaces	Valdimir Zwass / Emerging Information Technologies / Sage Publications	1998	DFNDT0003279-3305
47.	The Emerging Role of	Yannis Bakos /	August 1998	DFNDT0003111-3124

DEFENDANTS' AMENDED INVALIDITY CONTENTIONS  
PURSUANT TO LOCAL PATENT RULE 3-6-87

	<b>Title</b>	<b>Author / Publisher</b>	<b>Date of Publication</b>	<b>Bates Range</b>
	Electronic Marketplaces on the Internet	ACM		
48.	An Exploratory Study of the Emerging Role of Electronic Intermediaries	Joseph Bailey & Yannis Bakos / International Journal of Electronic Commerce	Spring 1997	DFNDT0003096-3110
49.	The Evolution of Electronic Marketplaces: An Exploratory Study of Internet-Based Electronic Commerce Within the American Independent Insurance Agency System	Andrew F. Burton & John G. Mooney / AJIS	November 1998	DFNDT0003125-3149
50.	An Electronic Marketplace Architecture	Asuman Dogac, Ilker Durusoy, Sena Arpinar, Nesime Tatbul, & Pinar Koksal / Idea Group Publishing	1999	DFNDT0003207-3228
51.	Commercial Scenarios for the Web: Opportunities and Challenges	Donna L. Hoffman, Thomas P. Novak, & Patrali Chatterjee / JCMC	December 1995	DFNDT0003155-3178
52.	Additional Documents Related to ViaWeb	Various	Various	DFNDT0005052-59, 5069-80, 5096-105, 5111-123, 5141-167, 5206-267
53.	Additional Documents Related to MarketPlace MCI	Various	Various	DFNDT0005081-95, 5103-110
54.	Additional Documents Related to Shopsite	Various	Various	DFNDT0005124-140
55.	Additional Documents Related to Digital River	Various	Various	DFNDT0005168-5205
56.	Additional Documents Related to CDNOW	Various	Various	DFNDT0005060-68

**C. Additional References**

DEFENDANTS' AMENDED INVALIDITY CONTENTIONS  
PURSUANT TO LOCAL PATENT RULE 3-6-88

- The background and particular references cited in Defendant's Joint Preliminary Infringement Contentions served August 21, 2006.
- The background and particular references cited in Defendant's Joint First Amended Infringement Contentions served June 7, 2011.
- Defendants' own or predecessor's e-commerce systems
- The prior art references cited during the prosecution of the applications leading to the patents-in-suit
- Travelbase e-commerce system
- Be Free - Be Fast - Value Click - Commission Junction systems
- Interprise Technology Partners' systems, including Just For Feet
- LinkShare's systems, including U.S. Patent 5,991,740
- Cybererotica and its affiliate program Follow Me Free
- Danni's Hard Drive – Danni's Cash
- PC Flowers & Gifts.com
- Autoweb.com - KBKids.com - KBToys.com - Epage
- Match.com

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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")<sup>1</sup>

Based upon the Court's claim construction order [DI 309], the claim interpretations Plaintiff appears to be asserting and the alleged applications of those interpretations to one or more products of Defendants' products in Plaintiff's Amended Infringement Contentions served January 23, 2012, the U.S. Patent No. 6,330,575 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 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:	<p>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.</p> <p>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.</p> <p>Moore '575, 3:23-39.</p>
8(a)	capturing a look and feel description associated with a host 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.

<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]

Comparison of U.S. Patent No. 6,629,135 and U.S. Patent No. 6,330,575 to Moore ("Moore '575")

Claim No.	Claim Language of U.S. Patent No. 6,629,135	Relevant Disclosure in U.S. Patent No. 6,330,575 ("Moore '575")
		<p>Moore '575, 10:44-53.</p> <p>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.</p> <p>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.</p> <p>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</p>

Comparison of U.S. Patent No. 6,629,135 and U.S. Patent No. 6,330,575 to Moore ("Moore '575")

Claim No.	Claim Language of U.S. Patent No. 6,629,135	Relevant Disclosure in U.S. Patent No. 6,330,575 ("Moore '575")
		<p>particular page.</p> <p>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.</p> <p>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.</p> <p>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.</p>

Comparison of U.S. Patent No. 6,629,135 and U.S. Patent No. 6,330,575 to Moore ("Moore '575")

Claim No.	Claim Language of U.S. Patent No. 6,629,135	Relevant Disclosure in U.S. Patent No. 6,330,575 ("Moore '575")
		<p>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.</p> <p>Moore '575, 10:59-11:64. See also Figs. 6-13.</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	<p>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.</p> <p>Moore '575, 3:23-39.</p>
8(c)	upon receiving an activation of the provided link from the visitor computer, serving to the visitor computer an e-commerce supported page with a look and feel corresponding to the captured look and feel description of the host website associated with the provided link and with content based on the commerce object associated with the provided link.	<p>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.</p> <p>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</p>

Comparison of U.S. Patent No. 6,629,135 and U.S. Patent No. 6,330,575 to Moore ("Moore '575")

Claim 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 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 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.  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")<sup>1</sup>

Based upon the Court's claim construction order [DI 309], the claim interpretations Plaintiff appears to be asserting and the alleged applications of those interpretations to one or more products of Defendants' products in Plaintiff's Amended Infringement Contentions served January 23, 2012, the U.S. Patent No. 6,490,567 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 No.	Claim Language of U.S. Patent No. 6,629,135	Relevant Disclosure in U.S. Patent No. 6,490,567 ("Gregory '567")
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 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.
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]

Comparison of U.S. Patent No. 6,629,135 and U.S. Patent No. 6,490,567 to Gregory ("Gregory '567")

Claim No.	Claim Language of U.S. Patent No. 6,629,135	Relevant Disclosure in U.S. Patent No. 6,490,567 ("Gregory '567")
		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.  See also 13-14, <i>infra</i> .
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 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

Comparison of U.S. Patent No. 6,629,135 and U.S. Patent No. 6,490,567 to Gregory ("Gregory '567")

Claim 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 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

Comparison of U.S. Patent No. 6,629,135 and U.S. Patent No. 6,490,567 to Gregory ("Gregory '567")

Claim No.	Claim Language of U.S. Patent No. 6,629,135	Relevant Disclosure in U.S. Patent No. 6,490,567 ("Gregory '567")
		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")<sup>1</sup>

Based upon the Court's claim construction order [DI 309], the claim interpretations Plaintiff appears to be asserting and the alleged applications of those interpretations to one or more products of Defendants' products in Plaintiff's Amended Infringement Contentions served January 23, 2012, the U.S. Patent No. 6,209,007 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 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 host website in communication with a visitor computer with context sensitive, transparent e commerce support pages, comprising the steps of:	
8(a)	capturing a look and feel description associated with a host website;	<p>"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." Kelley '007, 1:51-54.</p> <p>"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." Kelley '007, 1:55-59.</p> <p>"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.</p> <p>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</p>

<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. 6,629,135 and U.S. Patent No. 6,209,007 to Kelley ("Kelley '007")

Claim No.	Claim Language of U.S. Patent No. 6,629,135	Relevant Disclosure in U.S. Patent No. 6,209,007 ("Kelley '007")
		<p>web pages.</p> <p>Kelley '007, 9:40-48.</p> <p>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.</p> <p>Kelley '007, 4:66-5:8.</p> <p>300-Locate code. Locate the lines of code in the HTML source code that were selected as search items.</p> <p>310-If HTML? Check if the source code is a HTML source code file.</p> <p>320-If java? Check if a reference to Java code has been found.</p> <p>330-If javascript? Check if any search items have been found in javascript code.</p> <p>340-Extract javascript code. Extract the subset of javascript code that will generate the search items or reference to the search items.</p> <p>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.</p> <p>360-If other language? Check if a reference to other languages have been found that are used to build the web page.</p>

Comparison of U.S. Patent No. 6,629,135 and U.S. Patent No. 6,209,007 to Kelley ("Kelley '007")

Claim No.	Claim Language of U.S. Patent No. 6,629,135	Relevant Disclosure in U.S. Patent No. 6,209,007 ("Kelley '007")
		<p>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.</p> <p>FIG. 6 describes the steps taken if the located code is a HTML source code file, and the flow chart description is as follows:</p> <p>400-If lists? Check if the search items were found in lists in the HTML source code.</p> <p>405-Extract list data. Extract the HTML source code that is used to build the lists that satisfy the search items.</p> <p>410-Build new lists. Build new HTML source code that will display the lists that satisfy the search items for the web page subset.</p> <p>415-If tables? Check if the search items were found in tables in the HTML source code.</p> <p>420-Extract table data. Extract the HTML source code that is used to build the tables that satisfy the search items.</p> <p>425-Build new tables. Build new HTML source code that will display the tables that satisfy the search items for the web page subset.</p> <p>430-If text? Check if the search items were found in text in the HTML source code.</p> <p>435-Extract the text data. Extract the HTML source code that is used to build the text that satisfy the search items.</p> <p>440-Build new text. Build new HTML source code that will display the</p>

Comparison of U.S. Patent No. 6,629,135 and U.S. Patent No. 6,209,007 to Kelley ("Kelley '007")

Claim No.	Claim Language of U.S. Patent No. 6,629,135	Relevant Disclosure in U.S. Patent No. 6,209,007 ("Kelley '007")
		<p>text that satisfy the search items for the web page subset.</p> <p>445--If other? Check if other type of HTML source code is used to satisfy the search items. This includes graphic files.</p> <p>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.</p> <p>460--If found? Check if graphic files or other HTML source code is used to satisfy the search items.</p> <p>470--Extract other. Extract the graphic file references and or other HTML source code that satisfies the search items.</p> <p>475--Build other. Build new HTML source code including graphic files that will satisfy the search items for the web page subset.</p> <p>FIG. 7 describes the steps taken if the located code is Java source code, and the flow chart description is as follows:</p> <p>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.</p> <p>510--If successful? Check if there was a successful retrieval of the Java source code.</p> <p>520--Search java code. Search the java source code for the code that is</p>

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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 No.	Claim Language of U.S. Patent No. 6,629,135	Relevant Disclosure in U.S. Patent No. 6,209,007 ("Kelley '007")
		<p>used to satisfy the search items.</p> <p>530--If found? Check if the code is found that is used to satisfy the search items.</p> <p>540--Extract code subset.</p> <p>550--Build new Java source code that will satisfy the search items for the web page subset.</p> <p>FIG. 8 describes the steps taken if the located code is another language, and the flow chart description is as follows:</p> <p>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.</p> <p>610--If found? Check if the other language description was found in the other language table.</p> <p>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.</p> <p>630--If successful? Check if there was a successful retrieval of the other language source code.</p> <p>640--Search for items. Search for the items that were requested in the Boolean search.</p>

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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 No.	Claim Language of U.S. Patent No. 6,629,135	Relevant Disclosure in U.S. Patent No. 6,209,007 ("Kelley '007")
		<p>650--If successful? Check if the search was successful.</p> <p>660--Extract code subset. Extract the subset of the other language code that is used to satisfy the search items.</p> <p>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.</p> <p>Kelley '007, 7:11-8:51. See also Figs. 3-8.</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	<p>"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.</p> <p>See also 13-14, <i>infra</i>.</p>
8(c)	upon receiving an activation of the provided link from the visitor computer, serving to the visitor computer an e commerce supported page with a look and feel corresponding to the captured look and feel description of the host website associated with the provided link and with content based on the commerce object associated with the provided link.	<p>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.</p> <p>Kelley '007, 3:65-4:10.</p> <p>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</p>

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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 No.	Claim Language of U.S. Patent No. 6,629,135	Relevant Disclosure in U.S. Patent No. 6,209,007 ("Kelley '007")
		<p>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.</p> <p>Kelley '007, 4:66-5:8.</p> <p>FIG. 9 describes the construction of a customized web page from multiple sources, and the flow chart description is as follows:</p> <p>700--Start. Start the customized web page from multiple sources process.</p> <p>705--View the page. View the web page from which data will be extracted for the customized web page.</p> <p>710--Select customized web page. Select the customized web page, to which information will be added, from a table of customized web pages.</p> <p>715--If found? Check if the customized web page exists.</p> <p>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.</p> <p>725--Update list. Update the list of customized web pages with the newly created customized web page location which will be on local storage.</p> <p>727--Update customized web page. Update the customized web page with the web page subset.</p> <p>730--Notify server. Notify the server that is the source of the URL that</p>

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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 No.	Claim Language of U.S. Patent No. 6,629,135	Relevant Disclosure in U.S. Patent No. 6,209,007 ("Kelley '007")
		<p>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.</p> <p>735-If exit? Check if time to exit.</p> <p>740-Exit. Exit the process.</p> <p>FIG. 10 describes the process at the server, and the flow chart description is as follows:</p> <p>800-Start. Start the server process.</p> <p>810-Updates to web pages. The server updates web pages with new URLs.</p> <p>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.</p> <p>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.</p> <p>840-If notify? Check if the owners of the customized web pages indicated that they wish to be notified.</p> <p>850-Send notification. Send the notification to the clients of the customized web pages.</p>

Comparison of U.S. Patent No. 6,629,135 and U.S. Patent No. 6,209,007 to Kelley ("Kelley '007")

Claim No.	Claim Language of U.S. Patent No. 6,629,135	Relevant Disclosure in U.S. Patent No. 6,209,007 ("Kelley '007")
		<p>860-If direct update? Check if a direct update of the client customized page is indicated.</p> <p>870-Direct file update. The server directly updates the web page on the client.</p> <p>880-End. End the process.</p> <p>Kelley '007, 8:52-9:36. See also Figs. 9-10.</p>

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 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 No.	Claim Language of U.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:	<p>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.</p> <p>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.</p> <p>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</p>

<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].

Claim No.	Claim Language of U.S. Patent No. 6,629,135	Relevant Disclosure in PCT Application WO 99146709 to Voorhees ("Voorhees '709")
		<p>through system control unit 25, or by the jewelers and manufacturers from their PCs through their communication software 22 and 23 respectively.</p> <p>Voorhees '709, 3:23-39.</p> <p>See also, Figs. 1-2, 4:7-12; 8:4-17.</p>
8(a)	capturing a look and feel description associated with a host website;	<p>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, 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. . . .</p> <p>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. . . .</p> <p>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.</p>

Claim No.	Claim Language of U.S. Patent No. 6,629,135	Relevant Disclosure in PCT Application WO 99/46709 to Voorhees ("Voorhees '709")
		<p>Voorhees '709, 6:21 – 8:3.</p> <p>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. . . .</p> <p>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. . . .</p> <p>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. . . .</p> <p>Voorhees '709, 9:13-11:6.</p> <p>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.</p> <p>Voorhees '709, 16:8-12.</p>
8(b)	providing the host website with a link for	Since jeweler 111's dataset contains boutique reference 112 to boutique

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Claim No.	Claim Language of U.S. Patent No. 6,629,135	Relevant Disclosure in PCT Application WO 99/46709 to Voorhees ("Voorhees '709")
	inclusion within a page on the host website for serving to a visitor computer, wherein the provided link correlates the host website with a selected commerce object; and	<p>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. . . .</p> <p>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.</p> <p>Voorhees '709, 10:12-11:9.</p> <p>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.</p> <p>The request reaches display processor 17 which runs its constituent program showboutique, which finds in templates 13 the appropriate template for the page,</p>

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Claim No.	Claim Language of U.S. Patent No. 6,629,135	Relevant Disclosure in PCT Application WO 99/46709 to Voorhees ("Voorhees '709")
		<p>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.</p> <p>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.</p> <p>Voorhees '709, 15:3-22.</p> <p>See also Figs. 3A-3C, 4A-4D.</p>
8(c)	upon receiving an activation of the provided link from the visitor computer, serving to the visitor computer an e-commerce supported page with a look and feel corresponding to the captured look and feel description of the host website associated with the provided link and with content based on the commerce object associated with the provided link.	<p>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.</p> <p>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.</p>

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Claim No.	Claim Language of U.S. Patent No. 6,629,135	Relevant Disclosure in PCT Application WO 99/46709 to Voorhees ("Voorhees '709")
		<p>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.</p> <p>Voorhees '709, 8:4-17.</p> <p>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. . . .</p> <p>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.</p> <p>Voorhees '709, 10:12-11:9.</p>

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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. 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 No.	Claim Language of U.S. Patent No. 6,629,135	Relevant Disclosure in PCT Application WO 99/46709 in Voorhees ("Voorhees '709")
		<p>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.</p> <p>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.</p> <p>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.</p> <p>Voorhees '709, 15:3-22.</p> <p>See also Figs. 3A-3C, 4A-4D.</p>

Claim 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:	<p>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 an 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.</p> <p>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.</p> <p>Wiecha '717, 3:10-28.</p> <p>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</p>

<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].

Claim 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")
		<p>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.</p> <p>Wiecha '717, 4:14-25.</p> <p>See also, Figs. 3-4, 6, 1:57 - 2:19.</p>
8(a)	capturing a look and feel description associated with a host website;	<p>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 providers 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;</p> <p>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. . . .</p> <p>FotoFam 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:</p> <p>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.</p>

Claim 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")
		<p>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. . . .</p> <p>Wiecha '717, 5:34 - 6:25.</p> <p>See also, Figs. 7-10.</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	<p>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 an 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.</p> <p>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.</p> <p>Wiecha '717, 3:10-28.</p> <p>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.</p>



Claim 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")
		<p>Wiecha '717, 4:64 - 5:3.</p> <p>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: . . . .</p> <p>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 "FotoFam," supra. Text the Browser may select zero, one, or more ordered sets of descriptive phrases. Prices.</p> <p>Wiecha '717, 8:24-53.</p> <p>See also, Figs. 3, 6.</p>
8(c)	upon receiving an activation of the provided link from the visitor computer, serving to the visitor computer an e-commerce supported page with a look and feel corresponding to the captured look and feel description of the host website associated with the provided link and with content based on the commerce object associated with the provided link.	<ol style="list-style-type: none"> <li>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 an 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.</li> <li>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</li> </ol>

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Claim 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")
		<p>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.</p> <p>Wiecha '717, 3:10-28.</p> <p>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.</p> <p>Wiecha '717, 4:64 - 5:3.</p> <p>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: . . . .</p> <p>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 "FotoFam," supra. Text the Browser may select zero, one, or more ordered sets of descriptive phrases. Prices.</p> <p>Wiecha '717, 8:24-53.</p>

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Claim 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")
		<p>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 providers 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;</p> <p>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. . . .</p> <p>FotoFam 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:</p> <p>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. . . .</p> <p>Wiecha '717, 5:34 - 6:25.</p>

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Claim 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")
		<p>See also, Figs. 6-10.</p>

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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 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 host website in communication with a visitor computer with context sensitive, transparent e-commerce support pages, comprising the steps of:	<p>The SABRE Interactive (now Travelocity) co-branded web site was an e-commerce outsourcing solution for Yahoo! so that Yahoo! had travel reservation capability under its own name with the same look and feel as its own website.</p> <p>"A. Yahoo! operates a search engine and World Wide Web directory under the brand 'Yahoo!'.                      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."  <i>Travel Services Advertising and Promotion Agreement</i>, June 30, 1997. See DFNDT000388-412.</p> <p>"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."  <i>Travel Services Advertising and Promotion Agreement</i>, June 30, 1997. See DFNDT000388-412.</p> <p>"Purpose:                      To provide the ability to make flight, car and hotel reservations via Travelocity starting from a prominent hyperlink on the Yahoo! Travel Page."  <i>Yahoo! Travel Booking Engine - High Level Requirements</i>, July 14, 1997, last modified on February 18, 1998. See DFNDT000413-422.</p>
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 No.	Claim Language of U.S. Patent No. 6,629,135	Relevant Disclosure in the Travelocity/Yahoo! Prior Art
		<p>"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 co-branded page will have the Yahoo! masthead (460 wide by 60 high) in place of the Travelocity logo. The IMG SRC to this masthead will point to the Yahoo! site."   <i>See Yahoo! Travel Booking Engine - Scope Definition</i>, last modified on 8/1/1997. See DFNDT000423-428.</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;	<p>SABRE Interactive provided Yahoo! with a hyperlink to the co-branded page; Yahoo! then provided its Yahoo! website with the hyperlink. The link was correlated with a selected commerce object such as air, hotel, or car reservation.</p> <p>"2.1 <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."  <i>Travel Services Advertising and Promotion Agreement</i>, June 30, 1997. See DFNDT000388-412.</p> <p>"Purpose:                      To provide the ability to make flight, car and hotel reservations via Travelocity starting from a prominent hyperlink on the Yahoo! Travel Page."  <i>Yahoo! Travel Booking Engine - High Level Requirements</i>, July 14, 1997, last modified on February 18, 1998. See DFNDT000413-422.</p> <p>"Travelocity URL's and URL parameter names will be provided to Yahoo! three weeks after start of development.                       ***                       The Yahoo! travel page will include a flight express path. Modify the Travelocity entry point to accept the following parameters:</p>

Comparison of the U.S. Patent No. 6,629,135 and Travelocity/Yahoo! Prior Art

Claim No.	Claim Language of U.S. Patent No. 6,629,135	Relevant Disclosure in the Travelocity/Yahoo! Prior Art
		<ul style="list-style-type: none"> <li>- Number of passengers</li> <li>- Leaving from / going to cities</li> <li>- Departure date / departure time</li> <li>- Return date / return time</li> </ul> <p>The Yahoo! travel page will include a cars express path. Modify the Travelocity entry point to accept the following parameters:</p> <ul style="list-style-type: none"> <li>- Pick-up city</li> <li>- Pick-up date / pick-up time</li> <li>- Return date / return time</li> <li>- Number of travelers -Type of car</li> </ul> <p>The Yahoo! travel page will include a cars express path. Modify the Travelocity entry point to accept the following parameters:</p> <ul style="list-style-type: none"> <li>- Check-in city</li> <li>- Check-in / check-out dates</li> <li>- Number of travelers</li> <li>- Number of rooms"</li> </ul> <p><i>Yahoo! Travel Booking Engine - Scope Definition</i>, last modified on 8/1/1997 (emphasis added). See DFNDT000423-428.</p>
8(c)	upon receiving an activation of the provided link from the visitor computer, serving to the visitor computer an e-commerce supported page with a look and feel, corresponding to the captured look and feel, description of the host website associated with the provided link and with content based on the commerce object associated with the provided link.	<p>Once the hyperlink was activated, SABRE Interactive served a co-branded Yahoo! webpage corresponding to the Yahoo! look and feel in which the visitor was able to carry out travel planning using the selected commerce objects. As far as the scope of the claimed "look and feel" can be determined, the look and feel of the co-branded Yahoo! page served by SABRE Interactive included the Yahoo! logo, colors, travel menus, advertising, and toolbars.</p> <p>"2.2 <u>Co-Branded Pages</u>. 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."  <i>Travel Services Advertising and Promotion Agreement</i>, June 30, 1997. See DFNDT000388-412.</p>

Comparison of the U.S. Patent No. 6,629,135 and Travelocity/Yahoo! Prior Art

Claim No.	Claim Language of U.S. Patent No. 6,629,135	Relevant Disclosure in the Travelocity/Yahoo! Prior Art
		<p>"1.1 'Booking Engine' means a database containing availability, schedule, and price information connected to a graphical user interface that allows users of the World Wide Web to make reservations for Travel Services, as a minimum, and complete payment for such Travel Services online."  <i>Travel Services Advertising and Promotion Agreement</i>, June 30, 1997. See DFNDT000388-412.</p> <p>"(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 approval with respect to such interface."  <i>Travel Services Advertising and Promotion Agreement</i>, June 30, 1997. See DFNDT000388-412.</p> <p>"Because the Yahoo! Travel express page will be hosted on Yahoo!'s site, Yahoo! must have the ability to receive and pass the Session Identification (SID) between Travelocity in order to keep the user's Travelocity session established. This does not apply for users that have cookie browsers because the SID is stored and retrieved from the cookie.                       ***                       Modify lgbecome.pgd, vars.sub, lgemnew.pgd, lgemcom.pgd, lglogin.pgd, lgnewinf.pgd, and lgspflg.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."</p>

Claim No.	Claim Language of U.S. Patent No. 6,629,135	Relevant Disclosure in the Travelocity/Yahoo! Prior Art
		<p><i>Yahoo! Travel Booking Engine - Scope Definition</i>, last modified on 8/1/1997. See DFNDT000423-428.</p> <p>"Certain pages within Travelocity will be designated as co-brand. Co-brand means that the pages will look and feel like Yahoo! pages, but will function the same as they do today in terms of required data elements, navigation and flow, except where otherwise indicated in this document."</p> <p><i>Yahoo! Travel Booking Engine - High Level Requirements</i>, July 14, 1997, last modified on February 18, 1998. See DFNDT000413-422.</p> <p>"Several Travelocity pages (fpqrst, fpdisp1, fpdisp2, fpprice and bargain) will be designed with the Yahoo! masthead, footer and toolbar.</p> <p>1. All references to Travelocity within the above pages will be modified to reflect Yahoo! Travel."</p> <p><i>Yahoo! Travel Build your own itinerary</i>, last modified on March 24, 1998. See DFNDT000429-432.</p>

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 No.	Claim Language of U.S. Patent No. 6,629,135	Digital River Secure Sales System
8	An e-commerce outsourcing process providing a host website in communication with a visitor computer with context sensitive, transparent e-commerce support pages, comprising the steps of:	<p>"Digital River's Secure Sales System (SSS) brings together software manufacturers and dealers enabling them to sell and deliver product via the Internet. This service will provide all digital delivery, security, collections and reporting of the sale of software. Throughout this process, it will appear to the consumer as if the transaction is being processed by the manufacturer or dealer while the Digital River SSS is handling the whole transaction 'behind the scenes.'" [sic]</p> <p><i>Digital River - Secure Encrypted Software Distribution</i>, <a href="http://web.archive.org/web/19970412100754/http://www.digitalriver.com/">http://web.archive.org/web/19970412100754/http://www.digitalriver.com/</a>; [DR000001-2].</p> <p>"Extend your selling environment Better yet, the entire transaction takes place in the selling environment you've created, surrounded by the look and feel of your identity, with your products presented the way you want them presented, with no competition. Your customers simply hit the purchase icon at your site and the whole process unfolds smoothly. There's no sensation of being suddenly hustled off to another location. Your customers won't end up at some foreign-looking page where they have to hunt to find your product."</p> <p><i>Digital River - Secure Encrypted Software Distribution</i>, <a href="http://web.archive.org/web/19971221024519/digitalriver.com/PageSize.html">http://web.archive.org/web/19971221024519/digitalriver.com/PageSize.html</a>; [DR000003-4] (emphasis original).</p> <p>Maintain your own identity and branding.</p> <p>Digital River facilitates the sale of your products to your customers. To most consumers, our services often appear as nothing more than a web site "buy" button. But behind this simple device is sophisticated electronic commerce technology which gives consumers the ability to immediately and easily purchase and download the digital products of their choice. As</p>

<sup>1</sup> The Digital River SSS process was offered for sale, sold, and publicly used in connection with more than 500 client websites prior to September 17, 1998. While the referenced steps of the Digital River SSS process were consistently used with respect to these client websites, the specific elements Digital River 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).

Claim No.	Claim Language of U.S. Patent No. 6,629,135	Digital River Secure Sales System
		<p>consumers become more savvy, this efficiency of purchase and delivery will become one of the primary advantages of selling digital products over the Internet.</p> <p>When customers want to purchase, they push the "buy" button and are transferred immediately and transparently to the Digital River Central Commerce Server. This retains the "look and feel" of your own site and encourages the customer to buy - easily and quickly. Depending on your preferences and marketing initiatives, buyers can be offered additional cross-sell, up-sell, special offer and bundled products related to their purchases. Credit information is verified, the sale is transacted and the purchases are then downloaded to the buyer.</p> <p><i>Digital River Information Kit</i> at 8 [DR004326].</p> <p>"Digital River, Inc. proposes to maintain and develop transparent secure Internet marketing and sales services for Adobe's Web site and products. Services will be provided through Digital River's S3 commerce encryption solution which was designed to manage transactions behind the scenes..." <i>Internet Commerce Services Proposal for Adobe</i>, July 25, 1996; [DR000005-6].</p> <p>[DR006649-86].</p> <p>See also [DR074797-074937] and [DR074670-074796].</p>
8(a)	capturing a look and feel description associated with a host website;	<p>Flow chart depicting "The Digital River Internet Ordering System (StoryBoard Overview)" and stating "[a]ll ISV and Dealer pages are located on the Digital River Server." [DR000007-12].</p> <p>Flow chart depicting "Level 1" and stating that depicted ISV and Dealer pages "will actually be built 'on-the-fly' as users arrive from various ISV and Dealer web pages using database image and content values..." The user will be presented with a page on the Digital River Server that is similar in feel to the ISV or Dealer page." [DR000007-12].</p> <p>"Vendor's Delivery Obligations. a. Initial Deliverables. . . . Vendor will provide Electronic Distributor with . . . (v) all the items and materials specified in the 'Requirements Checklist' on Exhibit A . . . . Exhibit A . . . II Requirements Checklist. . . 7) Trademarks/logos (.gif file). <i>Electronic Software Distribution Agreement</i> between Digital River and Auto F/X Corp. dated July 18, 1996; [DR000013-21]; see also e.g.,</p>

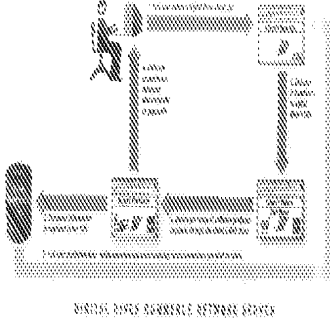
Claim No.	Claim Language of U.S. Patent No. 6,629,135	Digital River Secure Sales System
		<p><i>Email from root to fplisist@digitalriver.com</i>, dated October 19, 1997; [DR000022] (example of Digital River client "FTP upload notification").</p> <p>"Adobe's customers will be able to access Adobe products at maximum bandwidth from multiple FTP servers." <i>Internet Commerce Services Proposal for Adobe</i>, July 25, 1996; [DR000005-6].</p> <p>"Digital River's Proposed Solution Digital River will manage MathSoft's online store and work with MathSoft's current staff to integrate purchasing options throughout the entire web site to enable customers to purchase products more easily. We will develop all commerce pages using MathSoft's branding and color schemes in an effort to remain as transparent as possible." <i>Digital River Proposal To Mathsoft, Inc.</i>; [DR000023-25] at 2 (emphasis original).</p> <p>12. Implementation Phase 1 - Complete Linked ESD Software Store Company will develop a complete ESD software store with the look and feel of <a href="http://www.outpost.com">www.outpost.com</a>. This store will operate on the Company servers and will be linked from <a href="http://www.outpost.com">www.outpost.com</a>. Company will provide Electronically deliverable software products from over 1000 thousand [sic] publishers.</p> <p>This will be developed and implemented without any cost to Dealer Company will pay Dealer on a monthly basis, under the enclosed payment schedule.</p> <p>Phase 2 - In conjunction with the Phase 1 implementation, Company will identify products that are offered in both the ESD store and in Dealer's inventory. Once these products are identified, Digital Company [sic] will provide a specific url and item detail page which can be linked directly from the product information page within <a href="http://www.outpost.com">www.outpost.com</a>. This will provide Dealer with an integrated solution for offering electronically deliverable products within it's [sic] entire software product mix.</p> <p>Phase 1 margins and costs also apply to Phase 2.</p> <p>Phase 3 - Within a reasonable timeframe, Company will also offer a completely integrated solution in it's [sic] Electronic Drop-Ship program. This will enable Dealer to completely</p>

Claim No.	Claim Language of U.S. Patent No. 6,629,135	Digital River Secure Sales System
		<p>integrate the Company products into the sales process at <a href="http://www.outpost.com">www.outpost.com</a>. This would allow for ESD products to be mixed with Dealer physical shipments in the same shopping basket on <a href="http://www.outpost.com">www.outpost.com</a>. This option will require a development effort by Dealer, and can be launched at a later time."</p> <p><i>Cyberian Outpost, Inc. Dealer Agreement effective March 30, 1998 at 3-4 [DR059440- DR059447].</i></p> <p>We can help you from development to post-sale.</p> <p>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.</p> <p>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.</p> <p><i>Digital River Information Kit at 10 [DR004328].</i></p> <p>"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.</p> <p>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</p>

Claim No.	Claim Language of U.S. Patent No. 6,629,135	Digital River Secure Sales System
		<p>increase revenues. Your second option is to make these changes yourself in DR's system through a private, secure URL." <i>Digital River's Percentage of Sales Model - A Value Proposition</i>, [DR000026-27] at 2 (emphasis original).</p> <p><i>Welcome to Bitstream, Inc.,</i>  <a href="http://web.archive.org/web/19961019044742/www2.digitalriver.com/bit/index.html">http://web.archive.org/web/19961019044742/www2.digitalriver.com/bit/index.html</a>; and as reconstructed inserting referenced .gif files; [DR000028-31], [DR000032], [DR026692], [DR026693], [DR026694].</p> <p>[DR034615-16] ("look and feel" data associated with source page Digital Frontiers stored on DR server).</p> <p>[DR034606-07] ("look and feel" data associated with source page Bitstream stored on DR server).</p> <p>[DR026733-36] (checklist detailing capture procedure).</p> <p>[DR074637-074669].</p> <p>[DFNDT 0005169-5203] (notes by Mr. Dan Conley taken during process of "capturing" the "look and feel description").</p> <p>[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).</p> <p>"WebWhacker lets users download single Web pages, groups of pages, or entire Web sites, including text and images. The program stores the data on the user's local desktop where the pages are relinked for later browsing offline, according to company officials. The downloaded information can be viewed and navigated locally using any Web browser." [DFNDT0005270] (description of Web Whacker software used in the DR SSS for capturing the look and feel description associated with a host website); <i>see also</i> [DFNDT0005271-5272], [DFNDT0005273-5274].</p> <p>"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</p>

Claim No.	Claim Language of U.S. Patent No. 6,629,135	Digital River Secure Sales System
		<p>company's server. By reducing your dependency on an Internet connection, WebWhacker 2.0 saves you time and money." [DFNDT0005383-5489].</p> <p>"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].</p> <p>[DFNDT0005275-5279].</p>
8(b)	<p>providing the host website with a link for inclusion within a page on the host website for serving to a visitor computer, wherein the provided link correlates the host website with a selected commerce object; and</p>	<p>"Vendor's Delivery Obligations. a. Initial Deliverables. . . . Vendor will provide Electronic Distributor with . . . (iv) hypertext link to <a href="http://www.digitalriver.com">www.digitalriver.com</a> in the Vendor's World Wide Web home page . . . ." <i>Electronic Software Distribution Agreement</i> between Digital River and Auto FX Corp. dated July 18, 1996; [DR000013-21]; <i>see also e.g., Email from Digital River to Auto FX</i>, dated September 26, 1997; [DR000033] ("The URL for the Auto FX site is at the bottom of this email.");</p> <p>"Bitstream Fonts Online!" hypertext link          ("&lt;A HREF=<a href="http://www2.digitalriver.com/bit/index.html">http://www2.digitalriver.com/bit/index.html</a>&gt;Bitstream fonts online&lt;/A&gt;"); <i>Bitstream.com Home Page</i>, <a href="http://web.archive.org/web/19970117165233/http://www.bitstream.com/">http://web.archive.org/web/19970117165233/http://www.bitstream.com/</a>; [DR000034-38];</p> <p>"Shop Online" hypertext link; <i>Seattle Support Group Home Page</i>, <a href="http://www.ssgp.com">www.ssgp.com</a>; [DR000039-50];</p> <p>"Welcome to 1stSoftware" hypertext link          ("&lt;a href=<a href="http://www.digitalriver.com/dr/v2/ee_MAIN.Entry?SID=1285&amp;SP=10007&amp;CID=0">http://www.digitalriver.com/dr/v2/ee_MAIN.Entry?SID=1285&amp;SP=10007&amp;CID=0</a> GATEOFF&gt;&lt;b&gt;&lt;font size=2&gt;Welcome to 1stSoftware&lt;/font&gt;&lt;/b&gt;&lt;/a&gt;"); [DR000051-54]; and          "purchase QFX on the web" hypertext link ("A href=<a href="http://www3.digitalriver.com/cgi-bin/tanpo.cgi/digitalriver/scott/welcome.qrz?">http://www3.digitalriver.com/cgi-bin/tanpo.cgi/digitalriver/scott/welcome.qrz?</a>");</p> <p><i>QFX Home Page</i>, <a href="http://web.archive.org/web/19970707093153/www.qfx.com/frmain.html">http://web.archive.org/web/19970707093153/www.qfx.com/frmain.html</a>; [DR000055-62];</p> <p>[DR026692];</p> <p>[DR026693]; and</p>

Claim No.	Claim Language of U.S. Patent No. 6,629,135	Digital River Secure Sales System
		<p>[DR026694].</p>
8(c)	<p>upon receiving an activation of the provided link from the visitor computer, serving to the visitor computer an e-commerce supported page with a look and feel corresponding to the captured look and feel description of the host website associated with the provided link and with content based on the commerce object associated with the provided link.</p>	<p>"After clicking on the "Buy Button", the end-user is transferred to a Web store hosted on Digital River's commerce network server ("CNS"), which replicates the look and feel of the client Web site." [DR037478-DR037479].</p>

Claim No.	Claim Language of U.S. Patent No. 6,629,135	Digital River Secure Sales System
		 <p>DIGITAL RIVER SECURE SALES SYSTEM</p> <p>August 11, 1998 Prospectus at 2 [DR074557-074636].</p> <p><b>"Extending your selling environment</b> Better yet, the entire transaction takes place in the selling environment you've created, surrounded by the look and feel of your identity, with your products presented the way you want them presented, with no competition. Your customers simply hit the purchase icon at your site and the whole process unfolds smoothly. There's no sensation of being suddenly hustled off to another location. Your customers won't end up at some foreign-looking page where they have to hunt to find your product. You can even prompt customers to purchase additional products, for instance printed</p>

Claim No.	Claim Language of U.S. Patent No. 6,629,135	Digital River Secure Sales System
		<p>manuals or more of your software. And it all takes place during a single purchase process. Digital River has created seamless continuity."</p> <p><i>Digital River - Secure Encrypted Software Distribution</i>, <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).</p> <p>"Digital River's Secure Sales System (SSS) brings together software manufacturers and dealers enabling them to sell and deliver product via the Internet. This service will provide all digital delivery, security, collections and reporting of the sale of software. Throughout this process it will appear to the consumer as if the transaction is being processed by the manufacturer or dealer while Digital River SSS is handling the whole transaction "behind the scenes'." [sic]</p> <p><i>Digital River - Secure Encrypted Software Distribution</i>, <a href="http://web.archive.org/web/19970412100754/http://www.digitalriver.com/">http://web.archive.org/web/19970412100754/http://www.digitalriver.com/</a>; [DR000001-2].</p> <p>"Digital River will develop and manage an online store for IMSI for the purpose of offering MasterClips products for sale on the <a href="http://www.masterclips.com">www.masterclips.com</a> web site. These products will include: up to 300,000 MasterClips images and clipart, 40,000 images under license from Corel and assorted applications from the IMSI selection of software. This store will be designed to mirror the look and feel of <a href="http://www.masterclips.com">www.masterclips.com</a> and will contain a complete commerce system for online product delivery." <i>IMSI/Digital River Online Store for Masterclips Products Software Superstore linked to www.masterclips.com</i>, dated December 16, 1997; [DR000063-64].</p> <p>"[W]e provide an electronic commerce solution for your website. We emulate the look and feel of your site so an end-user can come in and pay for product via a secure credit card solution and download the product directly." <i>Letter from Digital River to Kathy Haynes of Traveling Software</i>, dated September 11, 1997; [DR000065].</p> <p><b>"Consistent Look and Feel between Store and Home Site</b> Customers will have the ability to click a "buy button" from any number of places within <a href="http://www.ea.com">www.ea.com</a> and will be linked to a complete store, or a specific product detail page. All of the Commerce pages will carry the branding, look and feel of <a href="http://www.ea.com">www.ea.com</a>. This consistent look and feel is essential to a smooth customer experience, and will promote high conversion ratios.</p>

Claim No.	Claim Language of U.S. Patent No. 6,629,135	Digital River Secure Sales System
		<p>For every product page within <a href="http://www.ea.com">www.ea.com</a>, Digital River can provide EA with specific URL's for direct product links. This will allow users to shop direction on <a href="http://www.ea.com">www.ea.com</a>, and have the ability to purchase product at any time. The page presented will have a single produce listed, and will be linked directly to the shopping basket. For an example of such a product page, please refer to Figure 2 [sic].</p> <p>In addition, Digital River will develop an online store featuring all of EA's products. Like the current EA Store, users can search by product category, key words, or platform. Product specials or new products can be featured on the front page of this store to provide for greater attention. For an example of how the EA Store might look, please refer to Figure 2." <i>Digital River Proposal Summary</i>, April 29, 1998; [DR000066-72] (emphasis original).</p> <p>"Using its CNS platform, the Company creates Web stores for its clients that replicate the look and feel of such client's own Web sites. End-users browse for products and make purchases online, and, once purchases are made, the Company delivers the products directly to the end-users, primarily through ESD." <i>BancAmerica, Digital River, Inc., Initiating Coverage of Emerging Software E-Business Franchise</i>, September 8, 1998; [DR000073-79].</p> <p>As explained above, the specific elements contained on the e-commerce supported web pages corresponding to the captured "look and feel description" of the host (client) website vary based upon the look and feel of the host website. Such elements utilized in the Digital River SSS process include: top banners utilizing host logos and/or names, and hypertext links to host webpages; left side navigation buttons; footers utilizing host logos and/or names, hypertext links to host webpages, and copyright notices; color schemes consistent with those utilized in host websites, including background, font, and graphics color schemes; and page layout consistent with host website. Examples of the use of such elements include:</p> <p><i>Welcome to Bitstream, Inc.</i>, <a href="http://web.archive.org/web/19961019044742/www2.digitalriver.com/bit/index.html">http://web.archive.org/web/19961019044742/www2.digitalriver.com/bit/index.html</a>; and as reconstructed inserting referenced gif files; [DR000028-31], [DR000032]; see also <i>Facsimile from Andrea Rizzo of Bitstream, Inc.</i>, dated January 24, 1997; [DR000080-86] (forwarding copies of individual Digital River maintained pages for Bitstream online ordering system);</p> <p><i>Seattle Support Group</i>, <a href="http://www.digitalriver.com/digitalriver/Welcome.asp?type=1&amp;id=1001">http://www.digitalriver.com/digitalriver/Welcome.asp?type=1&amp;id=1001</a>; and <a href="http://www.digitalriver.com/digitalriver/insertitem.asp?function=insert&amp;item=CDPLV1-TOTW">http://www.digitalriver.com/digitalriver/insertitem.asp?function=insert&amp;item=CDPLV1-TOTW</a>;</p>

Claim No.	Claim Language of U.S. Patent No. 6,629,135	Digital River Secure Sales System
		<p>[DR000039-50] (Correspondence from Yasuo Noshiro, dated August 2, 1996);</p> <p><i>1<sup>st</sup> Software</i>, <a href="http://www3.digitalriver.com/cgi-bin/1&amp;UserReference=88DE7EC7E9B8083A">http://www3.digitalriver.com/cgi-bin/1&amp;UserReference=88DE7EC7E9B8083A</a>; [DR000087-88];</p> <p><i>Ronn Scott, Inc. Software Store</i>, <a href="http://www.digitalriver.com/dr/v2/ec_MAIN.Entry?0?PN=1&amp;SP=10023&amp;V1=10295">http://www.digitalriver.com/dr/v2/ec_MAIN.Entry?0?PN=1&amp;SP=10023&amp;V1=10295</a>; [DR000089];</p> <p><i>Arrow Publishing Software Store</i>, <a href="https://www.digitalriver.com/v2...c_MAIN.Entry?SP=10039&amp;PN=1&amp;sl=">https://www.digitalriver.com/v2...c_MAIN.Entry?SP=10039&amp;PN=1&amp;sl=</a>; [DR000090];</p> <p><i>DTP Direct Software Store</i>, <a href="https://www.digitalriver.com/dr...c_MAIN.Entry?SP=10039&amp;PN=1&amp;sl=">https://www.digitalriver.com/dr...c_MAIN.Entry?SP=10039&amp;PN=1&amp;sl=</a>; [DR000091];</p> <p><i>Integratech Software Software Store</i>, <a href="https://www.digitalriver.com/v2...c_Main.Entry?SP=10039&amp;PN=1&amp;sl=">https://www.digitalriver.com/v2...c_Main.Entry?SP=10039&amp;PN=1&amp;sl=</a>; [DR000092];</p> <p><i>Innovation Multimedia Software Store</i>, <a href="https://www.digitalriver.com/v2...c_MAIN.Entry?SP=10039&amp;PN=1&amp;sl=">https://www.digitalriver.com/v2...c_MAIN.Entry?SP=10039&amp;PN=1&amp;sl=</a>; [DR000093];</p> <p><i>2ask Software Store</i>, <a href="http://www3.digitalriver.com/cgi-bin...C958CCE254093&amp;function=search_prod">http://www3.digitalriver.com/cgi-bin...C958CCE254093&amp;function=search_prod</a>; [DR000094];</p> <p><i>North Beach Labs Software Store</i>, <a href="http://www.digitalriver.com/dr/v2/ec_MAIN.Entry?SP=10007&amp;CID=0&amp;SID=66">http://www.digitalriver.com/dr/v2/ec_MAIN.Entry?SP=10007&amp;CID=0&amp;SID=66</a>; [DR000095];</p> <p><i>Welcome to Blue Byte Software, Inc. Ordering System</i>, <a href="http://www3.digitalriver.com/cgi-bin/Tango.cgi/esd/Blubyte/welcome.asp">http://www3.digitalriver.com/cgi-bin/Tango.cgi/esd/Blubyte/welcome.asp</a>; [DR000096-97];</p> <p><i>Auto FAX Corporation Software Store</i>, <a href="http://www.digitalriver.com/dr/v2/ec_main.entry?sp=10007&amp;cid=0&amp;sid=29">http://www.digitalriver.com/dr/v2/ec_main.entry?sp=10007&amp;cid=0&amp;sid=29</a>; [DR000098-100];</p> <p><i>SFS Software Software Store</i>,</p>

Comparison of U.S. Patent No. 6,629,135 and Digital River Secure Sales System Prior Art

Claim No.	Claim Language of U.S. Patent No. 6,629,135	Digital River Secure Sales System
		<a href="http://www.digitalriver.com/dr/v2/ec_MAIN.Entry10?PN=1&amp;SP=10023&amp;V1=10952">http://www.digitalriver.com/dr/v2/ec_MAIN.Entry10?PN=1&amp;SP=10023&amp;V1=10952</a> ; [DR000101];
		<i>Sapient Software Software Store</i> , <a href="http://www.digitalriver.com/dr/v2/ec_MAIN.Master">http://www.digitalriver.com/dr/v2/ec_MAIN.Master</a> ; [DR000102-103];
		<i>Buycomp.com</i> , <a href="http://www.digitalriver.com/dr/v2/ec_MAIN.Entry10?V1=10029&amp;PN=1&amp;cid=5452">http://www.digitalriver.com/dr/v2/ec_MAIN.Entry10?V1=10029&amp;PN=1&amp;cid=5452</a> ; [DR000104-111];
		<i>DTP Direct</i> , <a href="http://www4.digitalriver.com/cgi-bin/Tango2.cgi/dealer/dpdirect/home/qr?1d=1020&amp;level=P">http://www4.digitalriver.com/cgi-bin/Tango2.cgi/dealer/dpdirect/home/qr?1d=1020&amp;level=P</a> ; [DR000112];
		<i>Lucia Font Family</i> , <a href="http://www3.digitalriver.com/cgi-bin/Tango3.cgi/digitalriver/vandwisedetail.ary?set=Lucia2">http://www3.digitalriver.com/cgi-bin/Tango3.cgi/digitalriver/vandwisedetail.ary?set=Lucia2</a> ; [DR000113-115];
		<i>Digital River Proposal Summary</i> , April 29, 1998, Figures 1, 2; [DR000066-72];
		<i>MICROPROSE</i> ; [DR001002-1003];
		<a href="http://www.digitalriver.com/dr/v2/...IN.Entry10?SP=10023&amp;PN=1&amp;V1=101760">http://www.digitalriver.com/dr/v2/...IN.Entry10?SP=10023&amp;PN=1&amp;V1=101760</a> ; [DR001247];
		<i>Adaptec, Inc.</i> , <a href="http://www.digitalriver.com/dr/v2/ec_main.entry?sid=6734&amp;sp=10007&amp;cid=0">http://www.digitalriver.com/dr/v2/ec_main.entry?sid=6734&amp;sp=10007&amp;cid=0</a> ; [DR002313];
		<i>Sapient Software</i> , <a href="http://www.digitalriver.com/dr/v2/ec_MAIN.Master">http://www.digitalriver.com/dr/v2/ec_MAIN.Master</a> ; [DR011752-11753];
		<i>SFS Software</i> , <a href="http://www.digitalriver.com/dr/v2/ec_MAIN.Entry10?PN=1&amp;SP=10023&amp;V1=10952">http://www.digitalriver.com/dr/v2/ec_MAIN.Entry10?PN=1&amp;SP=10023&amp;V1=10952</a> ; [DR011948];
		<i>Ostis Software</i> ; <a href="https://www.digitalriver.com/dr/v2/ec_MAIN.Entry11?SP=10039&amp;PN=1">https://www.digitalriver.com/dr/v2/ec_MAIN.Entry11?SP=10039&amp;PN=1</a> ; [DR012171];
		<i>Net Nanny</i> ; <a href="https://www.digitalriver.com/v2...c_MAIN.Entry9?SP=10039&amp;PN=1&amp;s1=">https://www.digitalriver.com/v2...c_MAIN.Entry9?SP=10039&amp;PN=1&amp;s1=</a> ; [DR012399];
		<i>Nesbitt Software Corporation</i> , <a href="http://www.digitalriver.com/dr/v2/ec_MAIN.Master">http://www.digitalriver.com/dr/v2/ec_MAIN.Master</a> ; [DR012486-12487];
		<i>Sunbow International, Inc.</i> ;

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Claim No.	Claim Language of U.S. Patent No. 6,629,135	Digital River Secure Sales System
		<a href="http://www.digitalriver.com/dr/v2/ec_MAIN.Entry10?PN=1&amp;SP=10023&amp;V1=19980">http://www.digitalriver.com/dr/v2/ec_MAIN.Entry10?PN=1&amp;SP=10023&amp;V1=19980</a> ; [DR012586];
		<i>Tympani Development</i> , <a href="http://www4.digitalriver.com/digitalriver/tympani/basket2.htm">http://www4.digitalriver.com/digitalriver/tympani/basket2.htm</a> ; [DR013400-13401]; [DR013404-13410];
		<i>Valley of Fire Software</i> , <a href="http://www.digitalriver.com/dr/v2/ec_MAIN.Entry11?SP=10039&amp;PN=1">http://www.digitalriver.com/dr/v2/ec_MAIN.Entry11?SP=10039&amp;PN=1</a> ; [DR013718-13720];
		<i>Virtus Corporation</i> , <a href="http://www4.digitalriver/cgi-bin/Tango.cgi/digitalriver/virtus/welcome.ary">http://www4.digitalriver/cgi-bin/Tango.cgi/digitalriver/virtus/welcome.ary</a> ; [DR013998-14003]; [DR014005-14007];
		<i>Jan's Journeys</i> , <a href="http://www3.digitalriver/cgi-bin/Tango.cgi/esd/Webering/insertitem.ary? UserReference=">http://www3.digitalriver/cgi-bin/Tango.cgi/esd/Webering/insertitem.ary? UserReference=</a> ; [DR014211];
		<i>Wheeler Arts</i> , <a href="http://www.digitalriver.com/dr/v2/ec_MAIN.Entry?SID=748&amp;SP=10007&amp;CID=0">http://www.digitalriver.com/dr/v2/ec_MAIN.Entry?SID=748&amp;SP=10007&amp;CID=0</a> ; [DR014452-14453];
		<i>Whirlwind Technologies</i> , <a href="http://www3.digitalriver.com/cgi-bin/digitalriver/whirlwind/welcome.ary">http://www3.digitalriver.com/cgi-bin/digitalriver/whirlwind/welcome.ary</a> ; [DR014553-14555];
		<i>Wilson Learning Corporation</i> , <a href="https://www.digitalriver.com/dr/v2/ec_MAIN.Entry9?SP=10039&amp;PN=1&amp;s1=">https://www.digitalriver.com/dr/v2/ec_MAIN.Entry9?SP=10039&amp;PN=1&amp;s1=</a> ; [DR014746-14747];
		<i>Wilson Learning Corporation</i> , <a href="https://www.digitalriver.com/dr/v2/ec_MAIN.Entry11?SP=10039&amp;PN=1">https://www.digitalriver.com/dr/v2/ec_MAIN.Entry11?SP=10039&amp;PN=1</a> ; [DR014794];
		<i>Cyber 411</i> , <a href="http://www3.digitalriver.com/cgi-bin...2AC16A60DCD29&amp;function=search_prod">http://www3.digitalriver.com/cgi-bin...2AC16A60DCD29&amp;function=search_prod</a> ; [DR015415];
		<i>Encore Multimedia</i> , <a href="https://www.digitalriver.com/v2...c_MAIN.Entry9?SP=10039&amp;PN=1&amp;s1=">https://www.digitalriver.com/v2...c_MAIN.Entry9?SP=10039&amp;PN=1&amp;s1=</a> ; [DR015956];
		<i>Extensis Photo Tools</i> , <a href="http://www3.digitalriver.com/cgi-bin...8FAA5AEAB59B6B0&amp;detail=phototools">http://www3.digitalriver.com/cgi-bin...8FAA5AEAB59B6B0&amp;detail=phototools</a> ; [DR016261-16268]; [DR016300-16305];

Comparison of U.S. Patent No. 6,629,135 and Digital River Secure Sales System Prior Art

Claim No.	Claim Language of U.S. Patent No. 6,629,135	Digital River Secure Sales System
		<i>Peach Systems</i> , <a href="http://www.digitalriver.com/dr/v2/ec_MAIN.Entry10?PN=1&amp;SP=10023&amp;V1=1149">http://www.digitalriver.com/dr/v2/ec_MAIN.Entry10?PN=1&amp;SP=10023&amp;V1=1149</a> ; [DR016499];
		<i>Peak Technology Ltd.</i> , <a href="http://www.digitalriver.com/v20/psql/ec_Main.Entry?SP=10007&amp;SID=15008&amp;CID=0">http://www.digitalriver.com/v20/psql/ec_Main.Entry?SP=10007&amp;SID=15008&amp;CID=0</a> ; [DR016550-16552];
		<i>PIM Srl</i> , <a href="https://www.digitalriver.com/dr/v2/ec_MAIN.Entry11?SP=10039&amp;PN=1">https://www.digitalriver.com/dr/v2/ec_MAIN.Entry11?SP=10039&amp;PN=1</a> ; [DR016751]; [DR016754-16755];
		<i>PI Software, Inc.</i> , <a href="http://www.digitalriver.com/dr/v2/ec_MAIN.Entry10?PN=1&amp;SP=10023&amp;V1=20061">http://www.digitalriver.com/dr/v2/ec_MAIN.Entry10?PN=1&amp;SP=10023&amp;V1=20061</a> ; [DR017056];
		<i>RBC, Inc.</i> ; <a href="https://www.digitalriver.com/v2...c_MAIN.Entry9?SP=10039&amp;PN=1&amp;s1=">https://www.digitalriver.com/v2...c_MAIN.Entry9?SP=10039&amp;PN=1&amp;s1=</a> ; [DR017278];
		<i>JP Software, Inc.</i> , <a href="http://www3.digitalriver.com/cgi-bin/Tango.cgi/digitalriver/pssoft/welcome.ary">http://www3.digitalriver.com/cgi-bin/Tango.cgi/digitalriver/pssoft/welcome.ary</a> ; [DR018176];
		<i>Sonera Technologies</i> , <a href="http://www3.digitalriver.com/cgi-bin/Tango6.cgi/esd/sonera/welcome.ary">http://www3.digitalriver.com/cgi-bin/Tango6.cgi/esd/sonera/welcome.ary</a> ; [DR018642];
		<i>DisplayMate for Windows</i> , <a href="http://www3.digitalriver.com/cgi-bin/Tango...erence=2BD41D0378A09990&amp;prod=STD-60001-A1">http://www3.digitalriver.com/cgi-bin/Tango...erence=2BD41D0378A09990&amp;prod=STD-60001-A1</a> ; [DR018643];
		<i>Southern Software, Inc.</i> , <a href="http://www.digitalriver.com/dr/v2/ec_MAIN.Entry10?PN=1&amp;SP=10023&amp;V1=19892">http://www.digitalriver.com/dr/v2/ec_MAIN.Entry10?PN=1&amp;SP=10023&amp;V1=19892</a> ; [DR018660];
		<i>Spectrum Unlimited</i> , <a href="http://www.digitalriver.com/dr/v2/ec_Main.Entry?SP=10007&amp;SID=399&amp;CID=0&amp;CUR=840">http://www.digitalriver.com/dr/v2/ec_Main.Entry?SP=10007&amp;SID=399&amp;CID=0&amp;CUR=840</a> ; [DR019032];
		<i>Cat Computer Services (P) Ltd.</i> ,

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Claim No.	Claim Language of U.S. Patent No. 6,629,135	Digital River Secure Sales System
		<a href="https://www.digitalriver.com/v2...c_MAIN.Entry9?SP=10039&amp;PN=1&amp;s1=">https://www.digitalriver.com/v2...c_MAIN.Entry9?SP=10039&amp;PN=1&amp;s1=</a> ; [DR019161];
		<i>Cloud Dragon Designs</i> , <a href="http://www.digitalriver.com/v20...IN.Entry11?sp=10007&amp;PN=1&amp;cid=57">http://www.digitalriver.com/v20...IN.Entry11?sp=10007&amp;PN=1&amp;cid=57</a> ; [DR019348];
		<i>Cloud Dragon Designs</i> , <a href="http://www3.digitalriver.com/cgi-bin/Ta...ence=EECF0FF7BC4E7715&amp;function=continue">http://www3.digitalriver.com/cgi-bin/Ta...ence=EECF0FF7BC4E7715&amp;function=continue</a> ; [DR019354-19357];
		<i>QRS Music</i> , <a href="https://www.digitalriver.com/v2...c_MAIN.Entry9?SP=10039&amp;PN=1&amp;s1=">https://www.digitalriver.com/v2...c_MAIN.Entry9?SP=10039&amp;PN=1&amp;s1=</a> ; [DR020394];
		<i>QRS Music</i> , <a href="http://www3.digitalriver.com/cgi-bin/Tango.cgi/esd/QRSMusic/welcome.ary">http://www3.digitalriver.com/cgi-bin/Tango.cgi/esd/QRSMusic/welcome.ary</a> ; [DR020395-20398];
		<i>PHD Computer Consultants Ltd.</i> , <a href="https://www.digitalriver.com/dr/v2/ec_main.entry?sp=10007&amp;cid=0&amp;sid=217">https://www.digitalriver.com/dr/v2/ec_main.entry?sp=10007&amp;cid=0&amp;sid=217</a> ; [DR020584];
		<i>ParaMind</i> , <a href="http://www.digitalriver.com/v2...c_MAIN.Entry9?SP=10039&amp;PN=1&amp;s1=">http://www.digitalriver.com/v2...c_MAIN.Entry9?SP=10039&amp;PN=1&amp;s1=</a> ; [DR020638];
		<i>Cyber 411</i> , <a href="http://www3.digitalriver.com/cgi-bin...2AC16A60DCD29&amp;function=search_prod">http://www3.digitalriver.com/cgi-bin...2AC16A60DCD29&amp;function=search_prod</a> ; [DR020696];
		<i>Fixed It! Software</i> , <a href="https://www.digitalriver.com/v2...c_MAIN.Entry9?SP=10039&amp;PN=1&amp;s1=">https://www.digitalriver.com/v2...c_MAIN.Entry9?SP=10039&amp;PN=1&amp;s1=</a> ; [DR020730];
		<i>Forward Design</i> , <a href="https://www.digitalriver.com/v2...c_MAIN.Entry9?SP=10039&amp;PN=1&amp;s1=">https://www.digitalriver.com/v2...c_MAIN.Entry9?SP=10039&amp;PN=1&amp;s1=</a> ; [DR020807];
		<i>Global Majic Software, Inc.</i> , <a href="http://www3.digitalriver.com/cgi-bin/Tango.cgi/digitalriver/gms/welcome.ary">http://www3.digitalriver.com/cgi-bin/Tango.cgi/digitalriver/gms/welcome.ary</a> ; [DR020915-20916];
		<i>Global Majic Software, Inc.</i> , <a href="https://www.digitalriver.com/v20/psql/ec_Main.Entry9?SP=10039&amp;PN=1&amp;s1=">https://www.digitalriver.com/v20/psql/ec_Main.Entry9?SP=10039&amp;PN=1&amp;s1=</a> ; [DR020931];
		<i>Global Majic Software, Inc.</i> , <a href="http://www.digitalriver.com/v20...IN.Entry?SID=129&amp;SP=10007&amp;CID=0">http://www.digitalriver.com/v20...IN.Entry?SID=129&amp;SP=10007&amp;CID=0</a> ; [DR020931];

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Claim No.	Claim Language of U.S. Patent No. 6,629,135	Digital River Secure Sales System
		[DR020932-20933]; <i>IDM Computer Services</i> , <a href="https://www.digitalriver.com/v2...c.MAIN.Entry?SP=10039&amp;PN=1&amp;s1=">https://www.digitalriver.com/v2...c.MAIN.Entry?SP=10039&amp;PN=1&amp;s1=</a> ; [DR021425]; <i>Incline Software, LC</i> , <a href="https://www.digitalriver.com/v2...c.MAIN.Entry?SP=10007&amp;SID=30196&amp;CID=0&amp;CUR=840&amp;DSP=0&amp;PGRP=0&amp;CACHE_ID=">https://www.digitalriver.com/v2...c.MAIN.Entry?SP=10007&amp;SID=30196&amp;CID=0&amp;CUR=840&amp;DSP=0&amp;PGRP=0&amp;CACHE_ID=</a> ; [DR021508]; <i>Innovation Multimedia</i> , <a href="https://www.digitalriver.com/v2...c.MAIN.Entry?SP=10039&amp;PN=1&amp;s1=">https://www.digitalriver.com/v2...c.MAIN.Entry?SP=10039&amp;PN=1&amp;s1=</a> ; [DR021688]; <i>Intelligent Technologies</i> , <a href="https://www.digitalriver.com/v2...c.MAIN.Entry?SP=10039&amp;PN=1&amp;s1=">https://www.digitalriver.com/v2...c.MAIN.Entry?SP=10039&amp;PN=1&amp;s1=</a> ; [DR021824]; <i>InterDimensions Corp.</i> , <a href="https://www.digitalriver.com/v2...c.MAIN.Entry?SP=10039&amp;PN=1&amp;s1=">https://www.digitalriver.com/v2...c.MAIN.Entry?SP=10039&amp;PN=1&amp;s1=</a> ; [DR021884]; <i>IrwinWare</i> , <a href="http://www.digitalriver.com/v2...c.MAIN.Entry?SP=10007&amp;PN=5&amp;CID=0&amp;SID=546&amp;PID=24147=">http://www.digitalriver.com/v2...c.MAIN.Entry?SP=10007&amp;PN=5&amp;CID=0&amp;SID=546&amp;PID=24147=</a> ; [DR021996]; <i>Olympus America, Inc.</i> , <a href="http://www.digitalriver.com/dr/v2/ec.MAIN.Entry?SP=10007&amp;SID=64&amp;CID=0=">http://www.digitalriver.com/dr/v2/ec.MAIN.Entry?SP=10007&amp;SID=64&amp;CID=0=</a> ; [DR022112-22116]; <i>Omnibus Typografi</i> , <a href="http://www.digitalriver.com/dr/v2/ec.MAIN.Entry?SID=405&amp;SP=10007&amp;CID=0=">http://www.digitalriver.com/dr/v2/ec.MAIN.Entry?SID=405&amp;SP=10007&amp;CID=0=</a> ; [DR022212]; <i>Open Window Software</i> , <a href="https://www.digitalriver.com/v2...c.MAIN.Entry?SP=10039&amp;PN=1&amp;s1=">https://www.digitalriver.com/v2...c.MAIN.Entry?SP=10039&amp;PN=1&amp;s1=</a> ; [DR022232]; <i>FileStream.com, Inc.</i> , <a href="http://www.digitalriver.com/v2...c.MAIN.Entry?SP=10007&amp;PN=5&amp;CID=0&amp;SID=124&amp;PID=18660=">http://www.digitalriver.com/v2...c.MAIN.Entry?SP=10007&amp;PN=5&amp;CID=0&amp;SID=124&amp;PID=18660=</a> ; [DR022291];

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Claim No.	Claim Language of U.S. Patent No. 6,629,135	Digital River Secure Sales System
		<i>FileStream.com, Inc.</i> , <a href="http://www.digitalriver.com/v2...c.MAIN.Entry?SP=10007&amp;PN=5&amp;CID=0&amp;SID=124&amp;PID=18267=">http://www.digitalriver.com/v2...c.MAIN.Entry?SP=10007&amp;PN=5&amp;CID=0&amp;SID=124&amp;PID=18267=</a> ; [DR022295-22296]; <i>Parthenon Development Corp.</i> , <a href="https://www.digitalriver.com/dr/v2/ec.MAIN.Entry?SP=10039&amp;PN=1=">https://www.digitalriver.com/dr/v2/ec.MAIN.Entry?SP=10039&amp;PN=1=</a> ; [DR022379]; <i>DTP Direct</i> , <a href="https://www.digitalriver.com/dr/v2/ec.MAIN.Entry?SP=10039&amp;PN=1=">https://www.digitalriver.com/dr/v2/ec.MAIN.Entry?SP=10039&amp;PN=1=</a> ; [DR022396]; <i>KH Software Development</i> , <a href="http://www.digitalriver.com/dr/v2...10007&amp;PN=5&amp;CID=0&amp;SID=912&amp;PID=20301=">http://www.digitalriver.com/dr/v2...10007&amp;PN=5&amp;CID=0&amp;SID=912&amp;PID=20301=</a> ; [DR022595]; <i>KnoWare, Inc.</i> , <a href="https://www3.digitalriver.com/cgi-bin/itemdetail.qry?prod=KW1-60001-D1=">https://www3.digitalriver.com/cgi-bin/itemdetail.qry?prod=KW1-60001-D1=</a> ; [DR022645]; <i>KnoWare, Inc.</i> , <a href="http://www3.digitalriver.com/cgi-bin/itemdetail.qry?prod=KW1-60001-D1=">http://www3.digitalriver.com/cgi-bin/itemdetail.qry?prod=KW1-60001-D1=</a> ; [DR022671-22672]; <i>Lateral Technologies</i> , <a href="https://www.digitalriver.com/v2...c.MAIN.Entry?SP=10039&amp;PN=1&amp;s1=">https://www.digitalriver.com/v2...c.MAIN.Entry?SP=10039&amp;PN=1&amp;s1=</a> ; [DR022714]; <i>LatticeWork Software</i> , <a href="http://www.digitalriver.com/dr/v2/ec.MAIN.Entry?SP=10007&amp;PN=5&amp;CID=0&amp;SID=255&amp;PID=11972=">http://www.digitalriver.com/dr/v2/ec.MAIN.Entry?SP=10007&amp;PN=5&amp;CID=0&amp;SID=255&amp;PID=11972=</a> ; [DR022732-22733]; <i>Live Picture</i> , <a href="http://www3.digitalriver.com/cgi-bin/itemdetail.qry?prod=KW1-60001-D1=">http://www3.digitalriver.com/cgi-bin/itemdetail.qry?prod=KW1-60001-D1=</a> ; [DR023055]; <i>Live Picture</i> , <a href="http://www3.digitalriver.com/cgi-bin/itemdetail.qry?prod=KW1-60001-D1=">http://www3.digitalriver.com/cgi-bin/itemdetail.qry?prod=KW1-60001-D1=</a> ; [DR023056-23057]; <a href="http://www3.digitalriver.com/cgi-bin/itemdetail.qry?prod=KW1-60001-D1=">http://www3.digitalriver.com/cgi-bin/itemdetail.qry?prod=KW1-60001-D1=</a> ; [DR023058];

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Claim No.	Claim Language of U.S. Patent No. 6,629,135	Digital River Secure Sales System
		<a href="http://www3.digitalriver.com/cgi-bin/itemdetail.qry?prod=KW1-60001-D1=">http://www3.digitalriver.com/cgi-bin/itemdetail.qry?prod=KW1-60001-D1=</a> ; [DR023059]; <i>WinSite</i> , <a href="http://www.digitalriver.com/dr/v2/ec.MAIN.Master=">http://www.digitalriver.com/dr/v2/ec.MAIN.Master=</a> ; [DR023093; DR023095]; <i>DTP Direct</i> , <a href="http://www.digitalriver.com/dr...c.MAIN.Entry?SP=10039&amp;PN=1&amp;s1=">http://www.digitalriver.com/dr...c.MAIN.Entry?SP=10039&amp;PN=1&amp;s1=</a> ; [DR023202]; <i>M Casco Associates</i> , <a href="https://www.digitalriver.com/v2...c.MAIN.Entry?SP=10039&amp;PN=1&amp;s1=">https://www.digitalriver.com/v2...c.MAIN.Entry?SP=10039&amp;PN=1&amp;s1=</a> ; [DR023236]; <i>Mach5 Software</i> , <a href="https://www.digitalriver.com/v2...c.MAIN.Entry?SP=10039&amp;PN=1&amp;s1=">https://www.digitalriver.com/v2...c.MAIN.Entry?SP=10039&amp;PN=1&amp;s1=</a> ; [DR023264]; <i>MacPEAK</i> , <a href="http://www.digitalriver.com/dr/v2/ec.MAIN.Entry?SP=10007&amp;PN=5&amp;CID=0&amp;SID=37&amp;PID=9749=">http://www.digitalriver.com/dr/v2/ec.MAIN.Entry?SP=10007&amp;PN=5&amp;CID=0&amp;SID=37&amp;PID=9749=</a> ; [DR023328]; <i>Magic Software</i> , <a href="http://www.digitalriver.com/v2...c.MAIN.Entry?SP=10039&amp;PN=1&amp;s1=">http://www.digitalriver.com/v2...c.MAIN.Entry?SP=10039&amp;PN=1&amp;s1=</a> ; [DR023359]; <i>Markus Friberg Data</i> , <a href="https://www.digitalriver.com/v2...c.MAIN.Entry?SP=10039&amp;PN=1&amp;s1=">https://www.digitalriver.com/v2...c.MAIN.Entry?SP=10039&amp;PN=1&amp;s1=</a> ; [DR023404]; <i>Matchup Sports</i> , <a href="https://www.digitalriver.com/v2...c.MAIN.Entry?SP=10039&amp;PN=1&amp;s1=">https://www.digitalriver.com/v2...c.MAIN.Entry?SP=10039&amp;PN=1&amp;s1=</a> ; [DR023442]; <i>Medea International Limited</i> , <a href="http://www.digitalriver.com/dr/v2/ec.MAIN.Master=">http://www.digitalriver.com/dr/v2/ec.MAIN.Master=</a> ; [DR023746]; <i>KitHawk Software, Inc.</i> , <a href="http://www3.digitalriver.com/cgi-bin/itemdetail.qry?prod=KH-60002-A1=">http://www3.digitalriver.com/cgi-bin/itemdetail.qry?prod=KH-60002-A1=</a> ; [DR023884]; <i>Mercury Interactive Corp.</i> , <a href="https://www.digitalriver.com/v2...c.MAIN.Entry?SP=10039&amp;PN=1&amp;s1=">https://www.digitalriver.com/v2...c.MAIN.Entry?SP=10039&amp;PN=1&amp;s1=</a> ; [DR023887-23888]; <i>Morpheus Software</i> , <a href="https://www.digitalriver.com/v2...c.MAIN.Entry?SP=10039&amp;PN=1&amp;s1=">https://www.digitalriver.com/v2...c.MAIN.Entry?SP=10039&amp;PN=1&amp;s1=</a> ; [DR024342];

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Claim No.	Claim Language of U.S. Patent No. 6,629,135	Digital River Secure Sales System
		<i>DTP Direct</i> , <a href="https://www.digitalriver.com/dr...c.MAIN.Entry?SP=10039&amp;PN=1&amp;s1=">https://www.digitalriver.com/dr...c.MAIN.Entry?SP=10039&amp;PN=1&amp;s1=</a> ; [DR024360]; <i>M &amp; R Technologies, Inc.</i> , <a href="https://www.digitalriver.com/v2...c.MAIN.Entry?SP=10039&amp;PN=1&amp;s1=">https://www.digitalriver.com/v2...c.MAIN.Entry?SP=10039&amp;PN=1&amp;s1=</a> ; [DR024369]; <i>MSI Software, Inc.</i> , <a href="https://www.digitalriver.com/v2...c.MAIN.Entry?SP=10039&amp;PN=1&amp;s1=">https://www.digitalriver.com/v2...c.MAIN.Entry?SP=10039&amp;PN=1&amp;s1=</a> ; [DR024389]; <i>DTP Direct</i> , <a href="https://www.digitalriver.com/dr...c.MAIN.Entry?SP=10039&amp;PN=1&amp;s1=">https://www.digitalriver.com/dr...c.MAIN.Entry?SP=10039&amp;PN=1&amp;s1=</a> ; [DR024415]; <i>Mythic Images</i> , <a href="https://www.digitalriver.com/v2...c.MAIN.Entry?SP=10039&amp;PN=1&amp;s1=">https://www.digitalriver.com/v2...c.MAIN.Entry?SP=10039&amp;PN=1&amp;s1=</a> ; [DR024512]; <i>Mythic Images</i> , <a href="https://www.digitalriver.com/v2...c.MAIN.Entry?SP=10039&amp;PN=1&amp;s1=">https://www.digitalriver.com/v2...c.MAIN.Entry?SP=10039&amp;PN=1&amp;s1=</a> ; [DR024532]; <i>NetFormation, Inc.</i> , <a href="https://www.digitalriver.com/v2...c.MAIN.Entry?SP=10039&amp;PN=1&amp;s1=">https://www.digitalriver.com/v2...c.MAIN.Entry?SP=10039&amp;PN=1&amp;s1=</a> ; [DR024601]; <i>NetResults Corporation</i> , <a href="https://www.digitalriver.com/v2...c.MAIN.Entry?SP=10039&amp;PN=1&amp;s1=">https://www.digitalriver.com/v2...c.MAIN.Entry?SP=10039&amp;PN=1&amp;s1=</a> ; [DR024649]; <i>DTP Direct</i> , <a href="https://www.digitalriver.com/dr/v2/ec.MAIN.Entry?SP=10039&amp;PN=1&amp;s1=">https://www.digitalriver.com/dr/v2/ec.MAIN.Entry?SP=10039&amp;PN=1&amp;s1=</a> ; [DR024675]; <i>New Perspective Software, Inc.</i> , <a href="https://www.digitalriver.com/v2...c.MAIN.Entry?SP=10039&amp;PN=1&amp;s1=">https://www.digitalriver.com/v2...c.MAIN.Entry?SP=10039&amp;PN=1&amp;s1=</a> ; [DR024693]; <i>New Vision Technologies, Inc.</i> , <a href="https://www.digitalriver.com/v2...c.MAIN.Entry?SP=10039&amp;PN=1&amp;s1=">https://www.digitalriver.com/v2...c.MAIN.Entry?SP=10039&amp;PN=1&amp;s1=</a> ; [DR024736]; <i>NiceTime Entertainment</i> , <a href="https://www.digitalriver.com/v2...c.MAIN.Entry?SP=10039&amp;PN=1&amp;s1=">https://www.digitalriver.com/v2...c.MAIN.Entry?SP=10039&amp;PN=1&amp;s1=</a> ; [DR024844]; <i>Nordic Software</i> , <a href="https://www.digitalriver.com/dr/v2/ec.MAIN.Entry?SP=10039&amp;PN=1&amp;s1=">https://www.digitalriver.com/dr/v2/ec.MAIN.Entry?SP=10039&amp;PN=1&amp;s1=</a> ; [DR024880];

Claim No.	Claim Language of U.S. Patent No. 6,629,135	Digital River Secure Sales System
		<p>3DP Object Technology, Inc., <a href="https://www.digitalriver.com/v2...c.MAIN.Entr9?SP=10039&amp;PN=1&amp;sl=;">https://www.digitalriver.com/v2...c.MAIN.Entr9?SP=10039&amp;PN=1&amp;sl=</a>; [DR025125];</p> <p>DTP Direct, <a href="https://www.digitalriver.com/dr...c.MAIN.Entr9?SP=10039&amp;PN=1&amp;sl=;">https://www.digitalriver.com/dr...c.MAIN.Entr9?SP=10039&amp;PN=1&amp;sl=</a>; [DR025142];</p> <p>A. J. Enterprises, <a href="http://www.digitalriver.com/digitalriver/ajent/itemdetail.qry?prod=AJ-001">http://www.digitalriver.com/digitalriver/ajent/itemdetail.qry?prod=AJ-001</a>; [DR025445-25446];</p> <p>Cyber 411, <a href="http://www3.digitalriver.com/cgi-bin/BASE73D1BF84D&amp;function=search_prod">http://www3.digitalriver.com/cgi-bin/BASE73D1BF84D&amp;function=search_prod</a>; [DR025637];</p> <p>Apple Mountain Software, <a href="https://www.digitalriver.com/v2...c.MAIN.Entr9?SP=10039&amp;PN=1&amp;sl=;">https://www.digitalriver.com/v2...c.MAIN.Entr9?SP=10039&amp;PN=1&amp;sl=</a>; [DR025786];</p> <p>ARCaine Technology, <a href="http://www4.digitalriver.com/cgi-bin/Tan...ion=insert&amp;item=ARC-60012-A1&amp;version=DC">http://www4.digitalriver.com/cgi-bin/Tan...ion=insert&amp;item=ARC-60012-A1&amp;version=DC</a>; [DR025814];</p> <p>ARCaine Technology, <a href="http://inv1.digitalriver.com/cgi-bin/uncp/arcaine.htm">http://inv1.digitalriver.com/cgi-bin/uncp/arcaine.htm</a>; [DR025816];</p> <p>ARCaine Technology, <a href="http://www4.digitalriver.com/cgi-bin/Tango.cgi/digitalriver/arcaine/welcome.g">http://www4.digitalriver.com/cgi-bin/Tango.cgi/digitalriver/arcaine/welcome.g</a>; [DR025821-25823];</p> <p>Arbeats Software, <a href="http://www.digitalriver.com/dr/v2/ec.MAIN.Entr9?PN=1&amp;SP=10023&amp;V1=11495">http://www.digitalriver.com/dr/v2/ec.MAIN.Entr9?PN=1&amp;SP=10023&amp;V1=11495</a>; [DR025922];</p> <p>Atlanta Computer Resources, <a href="https://www.digitalriver.com/v2...c.MAIN.Entr9?SP=10039&amp;PN=1&amp;sl=;">https://www.digitalriver.com/v2...c.MAIN.Entr9?SP=10039&amp;PN=1&amp;sl=</a>; [DR025990];</p> <p>Up To Par, <a href="http://www3.digitalriver.com/cgi-bin/s/itemdetail.qry?prod=AJ/T-00001-A1">http://www3.digitalriver.com/cgi-bin/s/itemdetail.qry?prod=AJ/T-00001-A1</a>; [DR026068];</p> <p>Author Direct Shareware, <a href="https://www.digitalriver.com/v2...c.MAIN.Entr9?SP=10039&amp;PN=1&amp;sl=;">https://www.digitalriver.com/v2...c.MAIN.Entr9?SP=10039&amp;PN=1&amp;sl=</a>; [DR026163];</p> <p>Best Effort Software,</p>

Claim No.	Claim Language of U.S. Patent No. 6,629,135	Digital River Secure Sales System
		<p><a href="http://www.digitalriver.com/v2...c.MAIN.Entr9?SP=10007&amp;PN=5&amp;CID=0&amp;SID=31&amp;PID=17937">http://www.digitalriver.com/v2...c.MAIN.Entr9?SP=10007&amp;PN=5&amp;CID=0&amp;SID=31&amp;PID=17937</a>; [DR026303];</p> <p>Best Effort Software, <a href="https://www.digitalriver.com/v2...c.MAIN.Entr9?SP=10039&amp;PN=1&amp;sl=;">https://www.digitalriver.com/v2...c.MAIN.Entr9?SP=10039&amp;PN=1&amp;sl=</a>; [DR026323];</p> <p>BuenSoft Co., <a href="https://www.digitalriver.com/v2...c.MAIN.Entr9?SP=10039&amp;PN=1&amp;sl=;">https://www.digitalriver.com/v2...c.MAIN.Entr9?SP=10039&amp;PN=1&amp;sl=</a>; [DR026516];</p> <p>1<sup>st</sup> Stop, <a href="http://www.1stopsoft.com/how2buy.htm">http://www.1stopsoft.com/how2buy.htm</a>; [DR001141-1143];</p> <p>ScheduleMaker, <a href="http://web.archive.org/web/20000303191644/www.craigsystems.com/">http://web.archive.org/web/20000303191644/www.craigsystems.com/</a>; [DR026692];</p> <p>[DR026693];</p> <p>[DR026694];</p> <p>[DR026771-DR033425] (source code stored on DR database for constructing e-commerce supported page);</p> <p>"You can look at Digital River as the "plumbers" behind the scene at your web site. Our seamless interface sits behind your web site and delivers the product to end-users." <i>Digital River Newsletter, February 1998</i> [DFNDT 0005168].</p>

Comparison of the U.S. Patent No. 6,629,135 and U.S. Patent No. 6,141,666 "Method and system for customizing marketing services on networks communicating with hypertext tagging conventions"<sup>1</sup>

Based upon the Court's claim construction order [DI 309], the claim interpretations Plaintiff appears to be asserting and the alleged applications of those interpretations to one or more products of Defendants' products in Plaintiff's Amended Infringement Contentions served January 23, 2012, the U.S. Patent No. 6,141,666 anticipates and/or renders obvious, alone or in combination with other prior art identified in Defendants' Amended Invalidity Contentions, the asserted claims as described in part below.

Claim No.	Claim Language of U.S. Patent No. 6,629,135	Relevant Disclosure in U.S. Patent No. 6,141,666 ("the '666 patent")
8	An e-commerce outsourcing process providing a host website in communication with a visitor computer with context sensitive, transparent e-commerce support pages, comprising the steps of:	<p>"Although the present invention can be used in many applications which can utilize customization marketing tools unique to client/server communications across variety of communication network structures, the present invention is described in its application to PC Flowers &amp; Gifts, an Internet site providing floral and gift services through Web site pages which are dynamically customized to the requirements of other Internet sites referring clients, i.e., consumers, to the PC Flowers &amp; Gifts Web site pages." Column 5, lines 3-11.</p> <p>"The automatic tracking of the participating or referring Internet sites is crucial to transparently customizing Web site pages to take advantage of brand name recognition and customer loyalty." Column 5, lines 42-45.</p> <p>Also see column 9, lines 5-51; FIGs. 11A-20.</p>
8(a)	capturing a look and feel description associated with a host website;	<p>The '666 patent teaches:</p> <ul style="list-style-type: none"> <li>a host website (<a href="http://homearts.com">http://homearts.com</a>; FIGs. 21A-B; and <a href="http://pathfinder.com/">http://pathfinder.com/</a>; FIGs. 11A-B).</li> </ul> <p>"The PC Flowers &amp; Gifts marketing program comprising the floral and gift Web site pages are dynamically customized in accordance with the participating Internet site's requirements which may be co-branded, private label or, a program of labeling unique to the participating Web site. More specifically, the PC Flowers &amp; Gifts Web site pages are customized in both a graphic and a content format to take advantage of the consumers [sic] familiarity with the participating Internet site's position in the marketplace, the consumer's trust in the participating Internet site's established brand</p>

Comparison of the U.S. Patent No. 6,629,135 and U.S. Patent No. 6,141,666 "Method and system for customizing marketing services on networks communicating with hypertext tagging conventions"

Claim No.	Claim Language of U.S. Patent No. 6,629,135	Relevant Disclosure in U.S. Patent No. 6,141,666 ("the '666 patent")
		<p>name, or the consumer's existing relationship with the participating Web site." Column 5, lines 18-29.</p> <p>"[I]f a consumer were to visit one of the private label floral and gift services home page of the Internet site "Homearts", all the graphics and product categories on each of the PC Flowers &amp; Gifts Web site pages, available through a hypertext link from a Homearts Web site, are fully customized in graphic and content format to reflect only the Homearts brand name." Column 5, lines 55-60.</p> <p>"Still referring to FIG. 21C, like the home page image map 101 discussed above, the home page image map 2101 herein is a grouping of the hypertext links 108-112, wherein the server files for the linked Web site pages are dynamically created to reflect preferences of the marketing partner, which in this instance is a private label customizing for Homearts. Accordingly, all the server Web site pages accessed through the home page image map 2101 are anchored to PC Flowers &amp; Gifts Web site pages that are dynamically created with fully customized graphic and text features according to Homearts' preferences. Such a private label customization of the Web site pages takes advantage of the client's existing relationship and familiarity with the marketing partner, Homearts. In addition, the hypertext link grouping 2103 retains the links 102-107 of the PC Flowers &amp; Gifts Web site pages, however, like the home page image map 2101, the hypertext link grouping 2103 provides jumps to PC Flowers and Web site pages that are fully customized with the private label Homearts." Column 10, lines 8-26; FIG. 21C.</p> <p>Also see column 9, lines 5-51; FIGs. 11A-20.</p>
8(b)	providing the host website with a link for inclusion within a page on the host website for serving to a visitor computer, wherein the provided link correlates the host website with a selected commerce object; and	<p>The '666 Patent teaches:</p> <ul style="list-style-type: none"> <li>the host website (<a href="http://homearts.com">http://homearts.com</a>; FIGs. 21A-B; and <a href="http://pathfinder.com/">http://pathfinder.com/</a>; FIGs. 11A-B);</li> <li>a link (label 21B1 in FIG. 21B; and label 11B3 in FIG. 11B); and</li> <li>a page (<a href="http://homearts.com/market/Main/">http://homearts.com/market/Main/</a>; FIG. 21B; and <a href="http://pathfinder.com/">http://pathfinder.com/</a>; FIG. 11B).</li> </ul>

<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). [DFNT000001-0000053]



Comparison of the U.S. Patent No. 6,629,135 and U.S. Patent No. 6,141,666 "Method and system for customizing marketing services on networks communicating with hypertext tagging conventions"

Claim No.	Claim Language of U.S. Patent No. 6,629,135	Relevant Disclosure in U.S. Patent No. 6,141,666 ("the '666 patent")
		<p>The link is correlated with a selected commerce object. For example, link 21B1 on the host website shown in FIG. 21B links to the website shown in FIG. 21C. The website shown in FIG. 21C includes the selected commerce object (e.g., an electronic catalog of links to product categories (e.g., links 103-106)) sold at the HomeArts Flower &amp; Gifts website).</p> <p>"The Web site page 21A0 includes a hypertext link 21A1 to a Homearts' Web site page 21B1 shown in FIG. 21B, which offers marketing services to clients. The hypertext link 21B1 provides a jump to the PC Flowers &amp; Gifts Web site pages depicted in FIGS. 1C-10, but which have been customized in accordance with the marketing partner's private label requirements.</p> <p>FIGS. 21C-30 show private label Web site pages that correlate to the PC Flowers &amp; Gifts Web site pages depicted in FIGS. 1C-10." Column 9, lines 56-65; FIGS. 21A-C.</p> <p><i>Also see column 9, lines 5-51; FIGS. 11A-20.</i></p> <p>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 &amp; Gifts, and the selected merchant is the vendor providing the flowers or other products (e.g., FTD (label 301), Nature's Bloom, and Flowers Direct From Grower in FIGS. 3, 13, and 23; Hickory Farms (labels 405 and 406), Russ (label 407) in FIGS. 4, 14, and 24; FTD in FIGS. 5, 15, and 25; Nature's Bloom in FIGS. 9, 19A and 29A).</p>
8(c)	upon receiving an activation of the provided link from the visitor computer, serving to the visitor computer an e commerce supported page with a look and feel corresponding to the captured look and feel description of the host website associated with the provided link and with content based on the commerce object associated with the provided link.	<p>The '666 Patent teaches:</p> <ul style="list-style-type: none"> <li>the provided link (label 21B1 in FIG. 21B; and label 11B3 in FIG. 11B);</li> <li>an e commerce supported page (<a href="http://homearts.pcflovers.com/">http://homearts.pcflovers.com/</a>; FIG. 21C; and <a href="http://pathfinder.pcflovers.com/">http://pathfinder.pcflovers.com/</a>; FIG. 11C); and</li> <li>the host website (<a href="http://homearts.com/">http://homearts.com/</a>; FIGS. 21A-B; and <a href="http://pathfinder.com/">http://pathfinder.com/</a>; FIGS. 11A-B) associated with the provided link (label 21B1 in FIG. 21B; and label 11B3 in FIG. 11B).</li> </ul>

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Comparison of the U.S. Patent No. 6,629,135 and U.S. Patent No. 6,141,666 "Method and system for customizing marketing services on networks communicating with hypertext tagging conventions"

Claim No.	Claim Language of U.S. Patent No. 6,629,135	Relevant Disclosure in U.S. Patent No. 6,141,666 ("the '666 patent")
		<p>The visitor computer is served an e commerce supported page with content based on the commerce object associated with the provided link. For example, link 21B1 on the host website shown in FIG. 21B links to the website shown in FIG. 21C. The website shown in FIG. 21C includes the selected commerce object (e.g., an electronic catalog of links to product categories (e.g., links 103-106)) sold at the HomeArts Flower &amp; Gifts website).</p> <p>The 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 &amp; Gifts, and the selected merchant is the vendor providing the flowers or other products (e.g., FTD (label 301), Nature's Bloom, and Flowers Direct From Grower in FIGS. 3, 13, and 23; Hickory Farms (labels 405 and 406), Russ (label 407) in FIGS. 4, 14, and 24; FTD in FIGS. 5, 15, and 25; Nature's Bloom in FIGS. 9, 19A and 29A).</p> <p>"Each private label web site has on each page a custom icon that hyperlinks back to the private label partner's web site, a navigation bar that hyperlinks to areas within the private label partner's web site and maintains the look and feel of the partner's web site." Column 12, lines 47-51.</p> <p>"The Web site page 21A0 includes a hypertext link 21A1 to a Homearts' Web site page 21B1 shown in FIG. 21B, which offers marketing services to clients. The hypertext link 21B1 provides a jump to the PC Flowers &amp; Gifts Web site pages depicted in FIGS. 1C-10, but which have been customized in accordance with the marketing partner's private label requirements." Column 9, lines 56-62; FIGS. 21A-C.</p> <p>"The PC Flowers &amp; Gifts marketing program comprising the floral and gift Web site pages are dynamically customized in accordance with the participating Internet site's requirements which may be co-branded, private label or, a program of labeling unique to the participating Web site. More specifically, the PC Flowers &amp; Gifts Web site pages are customized in both a graphic and a content format to take advantage of the consumers [sic] familiarity with the participating Internet site's position in the marketplace, the consumer's trust in the participating Internet site's established brand name, or the consumer's existing relationship with the participating Web site."</p>

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Comparison of the U.S. Patent No. 6,629,135 and U.S. Patent No. 6,141,666 "Method and system for customizing marketing services on networks communicating with hypertext tagging conventions"

Claim No.	Claim Language of U.S. Patent No. 6,629,135	Relevant Disclosure in U.S. Patent No. 6,141,666 ("the '666 patent")
		<p>Column 5, lines 18-29.</p> <p>"[I]f a consumer were to visit one of the private label floral and gift services home page of the Internet site "Homearts", all the graphics and product categories on each of the PC Flowers &amp; Gifts Web site pages, available through a hypertext link from a Homearts Web site, are fully customized in graphic and content format to reflect only the Homearts brand name." Column 5, lines 55-60.</p> <p>"FIGS. 21C-30 show private label Web site pages that correlate to the PC Flowers &amp; Gifts Web site pages depicted in FIGS. 1C-10. However, the Web site pages of FIGS. 21C-30 are customized with only the marketing partner's brand, Pathfinder [sic]. Referring to the Web site page 2100, shown in FIG. 21C, the client's familiarity with the marketing partner's brand is reinforced through the use of a fully customized header 2116, "Homearts Flowers &amp; Gifts", and a fully customized footer 2117, "Homearts". The fully customized header 1116 and footer 2117 are also used on Web site pages 2200, 2300, 2400, 2500, 2600, 2700, 2800, 2900 and 3000." Column 9, line 63 - column 6, line 7; FIGS. 21C-30.</p> <p>"Still referring to FIG. 21C, like the home page image map 101 discussed above, the home page image map 2101 herein is a grouping of the hypertext links 108-112, wherein the 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 &amp; Gifts Web site pages that are dynamically created with fully customized graphic and text features according to Homearts' preferences. Such a private label customization of the Web site pages takes advantage of the client's existing relationship and familiarity with the marketing partner, Homearts. In addition, the hypertext link grouping 2103 retains the links 102-107 of the PC Flowers &amp; Gifts Web site pages, however, like the home page image map 2101, the hypertext link grouping 2103 provides jumps to PC Flowers and Web site pages that are fully customized with the private label Homearts." Column 10, lines 8-26; FIG. 21C. <i>Also see column 9, lines 5-51; FIGS. 11A-20.</i></p>

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Comparison of the U.S. Patent No. 6,629,135 and U.S. Patent No. 6,141,666 "Method and system for customizing marketing services on networks communicating with hypertext tagging conventions"

Claim No.	Claim Language of U.S. Patent No. 6,629,135	Relevant Disclosure in U.S. Patent No. 6,141,666 ("the '666 patent")
		<p>The owner of the first web page is the owner of a participating Web site (e.g., Homearts in FIGS. 21A and 21B or Pathfinder in FIG. 11A and 11B), the outsource provider is PC Flower &amp; Gifts, and the selected merchant is the vendor providing the flowers or other products (e.g., FTD (label 301), Nature's Bloom, and Flowers Direct From Grower in FIGS. 3, 13, and 23; Hickory Farms (labels 405 and 406), Russ (label 407) in FIGS. 4, 14, and 24; FTD in FIGS. 5, 15, and 25; Nature's Bloom in FIGS. 9, 19A and 29A).</p>

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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"<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, 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 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 host website in communication with a visitor computer with context sensitive, transparent e-commerce support pages, comprising the steps of:	<p>"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.</p> <p>"1. A method for recasting web content on a hosting site, comprising the steps of:</p> <p>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;</p> <p>parsing the original web page for a first set of desired content elements;</p> <p>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</p> <p>serving the recast web page to the client browser;</p> <p>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.</p>
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>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). [DFNDIT0000054-0000076]

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"

Claim No.	Claim Language of U.S. Patent No. 6,629,135	Relevant Disclosure in U.S. Patent 6,128,655 ("the '655 patent")
		<p>"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.</p> <p>"The invention allows the hosting site to extract and recast any number or type the web content provider page." Column 6:49-51.</p> <p>"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</p> <p>"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 desirable 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</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	<p>"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.</p> <p>"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.</p> <p>See also 13-14, <i>infra</i>.</p>
8(c)	upon receiving an activation of the provided link from the visitor computer, serving to the visitor computer an e-commerce supported page with a look and feel corresponding to the captured look and feel description of the host website	<p>"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.</p> <p>"Next, the pass through publisher 101 retrieves the filter definitions and policies from</p>

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"

Claim 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 content based on the commerce object associated with the provided link.	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." Col. 4:50-60

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"<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 No.	Claim Language of U.S. Patent No. 6,629,135	Relevant Disclosure in U.S. Patent No. 5,991,740 (hereinafter "'740 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 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	<p>"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.</p> <p>"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.</p>

<sup>1</sup> Unless noted, all citations in this chart are to U.S. Patent No. 5,991,740 "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). [DFNDIT0000115-0000132]

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 No.	Claim Language of U.S. Patent No. 6,629,135	Relevant Disclosure in U.S. Patent No. 5,991,740 (hereinafter "'740 Patent")
		"[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.
8(c)	upon receiving an activation of the provided link from the visitor computer, serving to the visitor computer an e-commerce supported page with a look and feel corresponding to the captured look and feel description of the host website associated with the provided link and with content based on the commerce object associated with the provided link.	<p>"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.</p> <p>"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.</p> <p>"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</p>

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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 No.	Claim Language of U.S. Patent No. 6,629,135	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 Brand Label Quote Services Prior Art ("DBC Prior Art")<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 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 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:	<p>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.</p> <p>"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 &amp; market news that DBC Online proudly offers its 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." <i>Co-Branded Sites</i>, <a href="http://web.archive.org/web/19961115111020/http://www3.dbc.com/cgi-bin/htx.exe/core/dbc/partners.html?source=core/dbc">http://web.archive.org/web/19961115111020/http://www3.dbc.com/cgi-bin/htx.exe/core/dbc/partners.html?source=core/dbc</a> (November 15, 1996 version of <a href="http://www3.dbc.com/cgi-bin/htx.exe/core/dbc/partners.html?source=core/dbc">www3.dbc.com/cgi-bin/htx.exe/core/dbc/partners.html?source=core/dbc</a> as archived by the Internet Archive.) (hereinafter, "DBC Co-Branded Sites").<sup>2</sup> [DFNDT0002074-5]</p> <p><i>DemoCorp: Financial Markets</i>,</p>

<sup>1</sup> 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.

<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/faq.php>. [DFNDT0001590-1633]

<sup>3</sup> Also see *DBC Online: Person Quote Link*, <http://web.archive.org/web/19970705042614/www3.dbc.com/cgi-bin/htx.exe/core/dbc/pq1.h...> (August 5, 1997 version of [www3.dbc.com/cgi-bin/htx.exe/core/dbc/pq1.h...](http://web.archive.org/web/19970705042614/www3.dbc.com/cgi-bin/htx.exe/core/dbc/pq1.h...) as archived by the Internet Archive. (see note 2)). [DFNDT0001584-9]

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Comparison of the U.S. Patent No. 6,629,135 and the DBC Prior Art

Claim No.	Claim Language of U.S. Patent No. 6,629,135	Relevant Disclosure in DBC Prior Art
		<p><a href="http://web.archive.org/web/19961115122850/http://www3.dbc.com/cgi-bin/htx.exe/forms/quote.html?source=blq/demo2">http://web.archive.org/web/19961115122850/http://www3.dbc.com/cgi-bin/htx.exe/forms/quote.html?source=blq/demo2</a> (November 15, 1996 version of <a href="http://www3.dbc.com/cgi-bin/htx.exe/forms/quote.html?source=blq/demo2">www3.dbc.com/cgi-bin/htx.exe/forms/quote.html?source=blq/demo2</a> as archived by the Internet Archive. (see note 2)) (hereinafter, "DBC Demo 1"). [DFNDT0002076-7]</p> <p><i>Quote, Charts, Portfolio, &amp; Reports</i>, <a href="http://web.archive.org/web/19961115122850/http://www3.dbc.com/cgi-bin/htx.exe/forms/quote.html?source=blq/demo2">http://web.archive.org/web/19961115122850/http://www3.dbc.com/cgi-bin/htx.exe/forms/quote.html?source=blq/demo2</a> (November 15, 1996 version of <a href="http://www3.dbc.com/cgi-bin/htx.exe/forms/quote.html?source=blq/demo2">www3.dbc.com/cgi-bin/htx.exe/forms/quote.html?source=blq/demo2</a> as archived by the Internet Archive. (see note 2)) (hereinafter, "DBC Demo 2"). [DFNDT0002078-9]</p> <p>"... 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." <i>Data Broadcasting Real-Time Stock Market Quote Service Begins</i>, <i>Business Wire</i>, April 26, 1996 (hereinafter "Data Broadcasting Press Release"). [DFNDT0001544-5]</p> <p>"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." <i>Data Broadcasting to offer real-time Internet quote service for \$29.95 monthly fee</i>, M2 Presswire, January 3, 1996 (hereinafter "\$29.95 a Month Press Release") [DFNDT0001582-3]</p>
8(a)	capturing a look and feel description associated with a host website;	<p>See <i>DBC Demo 1</i>, <i>DBC Demo 2</i>. [DFNDT0002076-9]</p> <p>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 &amp; market news that DBC Online proudly offers its 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</p>

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Comparison of the U.S. Patent No. 6,629,135 and the DBC Prior Art

Claim No.	Claim Language of U.S. Patent No. 6,629,135	Relevant Disclosure in DBC Prior Art
		<p>easy and reliable way to supplement a company's existing website with an excellent source of the financial and market news." <i>DBC Co-Branded Sites</i>. [DFNDT0002074-5]</p> <p>"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]</p> <p>" . . . 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." <i>Data Broadcasting Real-Time Stock Market Quote Service Begins</i>, <i>Business Wire</i>, April 26, 1996 (hereinafter "Data Broadcasting Press Release"). [DFNDT0001544-5]</p> <p>"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." <i>\$29.95 a Month Press Release</i>.</p>

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Comparison of the U.S. Patent No. 6,629,135 and the DBC Prior Art

Claim No.	Claim Language of U.S. Patent No. 6,629,135	Relevant Disclosure in DBC Prior Art
		<p>[DFNDT0001582-3]</p> <p>"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!" <i>DBC Online: Person Quote Link</i>, <a href="http://web.archive.org/web/19961115110927/www3.dbc.com/cgi-bin/htx.exe/core/dbc/pql">http://web.archive.org/web/19961115110927/www3.dbc.com/cgi-bin/htx.exe/core/dbc/pql</a>. (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").<sup>4</sup> [DFNDT0001584-9]</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	<p>The selected commerce object is, for example, stock quotes from New York Stock Exchange.</p> <p>"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." <i>\$29.95 a Month Press Release</i>. [DFNDT0001582-3]</p> <p>"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!" <i>DBC Online website</i>. [DFNDT0001584-9]</p> <p>"DBC co-brands these pages by using the logo, background and navigation bars of</p>

<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]

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Comparison of the U.S. Patent No. 6,629,135 and the DBC Prior Art

Claim No.	Claim Language of U.S. Patent No. 6,629,135	Relevant Disclosure in DBC Prior Art
		<p>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]</p> <p>" . . . 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." <i>Data Broadcasting Press Release</i>. [DFNDT0001544-5]</p>
8(c)	upon receiving an activation of the provided link from the visitor computer, serving to the visitor computer an e-commerce supported page with a look and feel corresponding to the captured look and feel description of the host website associated with the provided link and with content based on the commerce object associated with the provided link.	<p>"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." <i>\$29.95 a Month Press Release</i>. [DFNDT0001582-3]</p> <p>"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!" <i>DBC Online website</i>. [DFNDT0001584-9]</p> <p>"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]</p> <p>" . . . 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." <i>Data Broadcasting Press Release</i>. [DFNDT0001544-5]</p>

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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"<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, 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 No.	Claim Language 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:	<p>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:</p> <ul style="list-style-type: none"> <li>• 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).</li> <li>• "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.</li> </ul> <p>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.</p>
8(a)	capturing a look and feel description associated with a host website;	<p>The '504 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.</p> <ul style="list-style-type: none"> <li>• "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</li> </ul>

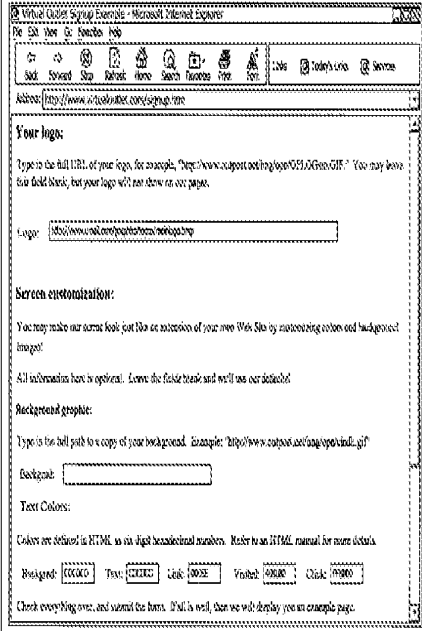
<sup>1</sup> Unless noted, all citations in this chart are to U.S. Patent No. 6,016,504 "Method and system for tracking the purchase of a product and services over the Internet" by Arnold, Bennett, et al. (filed Aug. 28, 1996, issued Jan. 18, 2000). [DFNDT000077-0000114]

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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 No.	Claim Language of U.S. Patent No. 6,629,135	Relevant Disclosure in U.S. Patent No. 6,016,504 ("the '504 patent")
		<p>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.</p> <ul style="list-style-type: none"> <li>"The example confirmation Web page repeats certain of the supplied sign-up information and displays the appearance requested by the representative for the merchant order Web page, including colors and fonts." Col. 9:46-50.</li> <li>"[The Merchant Sign-up Component] prepares a confirmation Web page in the style specified by the VO for order processing Web pages, including specified logos, graphics, colors, and text fonts[.]" Col. 12:59-65.</li> <li>"[Software routines] support processes by which the VO changes the appearance of order Web pages displayed by the merchant to customers." Col. 13:67-14:2.</li> <li>"FIG. 16 lists example information returned by the VO to the merchant during the sign-up process." Col. 12:55-56.</li> </ul> <p>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.</p> <p>The '504 patent also discloses capturing a look and feel description using the Screen Customization option Provided in the Virtual Outlet Signup Screen:</p>

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 No.	Claim Language of U.S. Patent No. 6,629,135	Relevant Disclosure in U.S. Patent No. 6,016,504 ("the '504 patent")
		 <p>[See '504 at Figure 6.]</p> <p>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!"</p>
8(b)	providing the host website with a link for	The '504 patent discloses providing the host website (VO) with a link (URL) for

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 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	<p>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):</p> <p>"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.</p>
8(c)	upon receiving an activation of the provided link from the visitor computer, serving to the visitor computer an e-commerce supported page with a look and feel corresponding to the captured look and feel description of the host website associated with the provided link and with content based on the commerce object associated with the provided link.	<p>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:</p> <ul style="list-style-type: none"> <li>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 <b>order Web page that appears similar to a VO Web page</b> 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).</li> <li>Claim 1 (emphasis added): <ul style="list-style-type: none"> <li>[...]</li> </ul> </li> </ul>

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 No.	Claim Language of U.S. Patent No. 6,629,135	Relevant Disclosure in U.S. Patent No. 6,016,504 ("the '504 patent")
		<ul style="list-style-type: none"> <li>Displaying at the customer computer the virtual outlet Web page;</li> <li>Receiving from the customer at the customer computer a <b>selection of the product</b>;</li> <li>Sending from the customer computer to the merchant computer a <b>request for the merchant Web page identified by the link associated with the selected product</b>, the request including an indication of the virtual outlet;</li> <li>Receiving at the merchant computer the request for the merchant Web page;</li> <li>Upon receiving the request for the merchant Web page, under control of the merchant computer, modifying the merchant Web page [...]</li> <li>Sending from the merchant computer the modified merchant Web page..</li> </ul> <ul style="list-style-type: none"> <li>Claim 2 (emphasis added): <ul style="list-style-type: none"> <li>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.</li> </ul> </li> <li>Claim 3: <ul style="list-style-type: none"> <li>The method of claim 2 wherein the information includes a name and logo of the virtual outlet.</li> </ul> </li> <li>Claim 4 <ul style="list-style-type: none"> <li>The method of claim 2 wherein the information includes preferred coloring of the merchant Web page.</li> </ul> </li> <li>Claim 5 <ul style="list-style-type: none"> <li>The method of claim 1 wherein the links are universal resource locators.</li> </ul> </li> </ul>

<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.sextoy.com/yoursite/yoursite.html; and The Agreement, http://web.archive.org/web/19970607071136/www.sextoy.com/yoursite/agreement.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/agreement.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.sextoy.com/yoursite/banner.html; and The Agreement, http://web.archive.org/web/19971019020936/www.sextoy.com/yoursite/agreement.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, 705608

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/, (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/cnv.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 site as archived by the Internet Archive (see note 4)). [DFNDT0001001-0001002]

Banner.html, http://web.archive.org/web/19990910044933/http://www.sextoyfun.com/cgi-bin/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)). [DFNDT0001000-0001081]

<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]

Claim No.	Claim Language of U.S. Patent No. 6,629,135	Relevant Disclosure in Sextoy.com Prior Art
8	An e-commerce outsourcing process providing a host website in communication with a visitor computer with context sensitive, transparent e-commerce support pages, comprising the steps of:	<p>The sextoy.com website was an e-commerce outsourcing solution for other companies or individual website operators (hereinafter "host website operator"), which allowed host website operators to sell sex toys over the internet under their own name with the same look and feel as their own website.</p> <p>"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<sup>2</sup>). [DFNDT000943-000946]<sup>4,5</sup></p>

<sup>3</sup> For more information about the Internet Archive and web pages archived therein, see Internet Archive Frequently Asked Questions, http://www.archive.org/about/faq.php. [DFNDT0001048-0001059]

<sup>4</sup> Also see Lewis Perdue, *EroticaBiz How Sex Shaped the Internet* 5-6 (IdeaWorx 2002), available at http://www.erotica.biz.com/ ("Actual profits from an affiliate system had to wait until David Levine built SexToyFun (www.sextoyfun.com) [sic] a substantial but decidedly quirky sex paraphernalia site. Levine said he launched his site in 1994 and began his first affiliate program in the spring of 1996. ... Levine's affiliate program was actually a virtual store service which allowed adult webmasters to set up, customize and brand their own sex toy stores with Levine's operation handling all the billing, fulfillment, shipping and customer service. Then in early 1997, Levine set up a more conventionally structured affiliate system like that used by Amazon and CDNow so webmasters could get referral commissions from the sale of products from his store.

While Levine's conventional affiliate system was launched after SportSource and CDNow, his pioneering role was the invention of "v-commerce" an e-commerce business model halfway between traditional affiliate systems and outright retailing.

... [T]he v-commerce operation pioneered by Levine offers ... [a] central e-coupler provid[ing] an online "catalog" from which the v-commerce affiliate can select. Each product selected by the affiliate goes into a cookie-cutter web page supplied by the mother site which offers a number of different pre-programmed and customizable styles from which to select.

When an order is placed in the affiliate's store, the mother site then works in the background, handling everything else from order taking and payments to shipping customer service and returns -- all within an e-commerce environment that looks just like the whole process is run by the affiliate.

Claim No.	Claim Language of U.S. Patent No. 6,629,135	Relevant Disclosure in Sextoy.com Prior Art
		<p>"We have been drop shipping sextoys from web-generated orders since February 1995. Thanks to our huge selection, user-friendly web site, great prices, quick customer service, reliable shipping, and easy secure payment options, we consistently out sell any other sextoy sites in cyberspace." More information - Promote your own sextoy site, http://web.archive.org/web/19980517011212/sextoy.com/cnv/moreinfo.html.</p>

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 (esalar.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 retailers who have collectively poured billions of investment dollars down a very large and seemingly insatiable cyber-rathole. Significantly, Levine has been profitable from his first few months on the Web. Amazon and other are still scrambling to get out of the loss columns." (this article is referring to sextoy.com, not sextoyfun.com; David Levine began an affiliate program on sextoy.com in 1996). [DFNDT0001048-0001059]; 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 sign up and get their own sextoy site for free. They can make the site look like their own, but we handle the orders and fulfillment [sic] and then send the affiliate a commission check each month for the sales in their store." [DFNDT0001078-0001079]

<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 No.	Claim Language of U.S. Patent No. 6,629,135	Relevant Disclosure in Sextoy.com Prior Art
		(emphasis removed) (May 17, 1998 version of sextoy.com/cnv/moreinfo.html as archived by the Internet Archive <sup>7</sup> ). [DFNDT000947]  It is well known to a person skilled in the art at the priority date of the '572 Application that drop shipping is a procedure where a manufacturer, supplier, or distributor ships the product (i.e., a sex toy) to a store's customer. One of the corporate philosophies of Convergence, Inc., the owner and operator of sextoy.com, is "[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." <i>Convergence, Inc.</i> , February 4, 1998 version (emphasis removed). [DFNDT0001080-0001081]  Accordingly, it is obvious to a person skilled in the art at the priority date of the '572 Application that Convergence, Inc. did not sell its own products or products it owned. Rather, Convergence, Inc. sold the products of a third party (i.e., the supplier, distributor, or manufacturer) at sextoy.com.
8(a)	capturing a look and feel description associated with a host website;	Capture took place when the host website operator emailed to dmi@sextoy.com or faxed to (617) 666-3421 the <i>Promote your own sextoy site page</i> .  "To get started as soon as possible: Please email the information below to us now dmi@sextoy.com. Or you can fax it to (617) 666 3421." <i>Promote your own sextoy site</i> , May 17, 1998 version (emphasis removed). [DFNDT000945-000946]  "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.

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Comparison of U.S. Patent No. 6,629,135 and Sextoy.com Prior Art

Claim No.	Claim Language of U.S. Patent No. 6,629,135	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.  <ul style="list-style-type: none"> <li>• Back To _____ (your site name)</li> <li>• Your site address <a href="http://web.archive.org/web/19980517004530/http://___/">http://web.archive.org/web/19980517004530/http://___/</a></li> </ul> (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.  <i>Promote your own sextoy site</i> , May 17, 1998 version (emphasis removed). [DFNDT000945-000946]
8(b)	providing the host website with a link for inclusion within a page on the host website for serving to a visitor computer, wherein the provided link correlates the host website with a selected commerce object; and	"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.)" <i>Promote your own sextoy site</i> , May 17, 1998 version (emphasis removed). [DFNDT000945-000946]  "If you are linking to our sextoy site, feel free to copy and use these banners. Also, as long as you are using images to promote our sextoy site you can borrow images from your toy site." <i>Banners to Promote your own sextoy site</i> ,

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Comparison of U.S. Patent No. 6,629,135 and Sextoy.com Prior Art

Claim No.	Claim Language of U.S. Patent No. 6,629,135	Relevant Disclosure in Sextoy.com Prior Art
		<a href="http://web.archive.org/web/19980517011218/sextoy.com/cnv/banner.html">http://web.archive.org/web/19980517011218/sextoy.com/cnv/banner.html</a> (May 17, 1998 version of sextoy.com/cnv/banner.html as archived by the Internet Archive <sup>7</sup> ). [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).  <ul style="list-style-type: none"> <li>• Vibrator and Stimulator World - Realistic Cocks, Massagers, Strap-Ons, Vibrating eggs, and more.</li> <li>• Toys For Men - Pumps, Vaginas, Cock Rings, Strap-On Penises, Blow job simulators, and more.</li> <li>• Bondage Fantasy - Restraints, Body jewelry, Swings, and more.</li> <li>• Butt... Of Course - a Variety of anal stimulators including Inflatable, Ejaculating, and Climax Beads.</li> <li>• Pleasure Kits - Special occasion gift kits and variety kits for stimulation.</li> <li>• Female , Male , and Animal - Love Dolls. The best selection in cyberspace.</li> <li>• Lotions, Creams, and Oils - For lubrication, flavor, massage, desensitization and more.</li> <li>• Edible Sex - Edible undies, edible condoms, penis pasta and more.</li> <li>• Erotic Garments - Latex and Lingerie for men and women.</li> <li>• Videos - Classics and/or Hot action videos.</li> <li>• Games for fun and intimacy and Books for fun and education."</li> </ul> <i>Sextoys sex toys adult xxx ...</i> , May 17, 1998 version (emphasis and links removed). <sup>8</sup> [DFNDT000950-000951]

<sup>7</sup> Internet Archive Frequently Asked Questions, *supra* note 4.

<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/sextos/index.html> [Document 29] (April 19, 2000 version of

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Comparison of U.S. Patent No. 6,629,135 and Sextoy.com Prior Art

Claim No.	Claim Language of U.S. Patent No. 6,629,135	Relevant Disclosure in Sextoy.com Prior Art
		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 dmi@sextoy.com. Or you can fax it to (617) 666 3421." <i>Promote your own sextoy site</i> , May 17, 1998 version (emphasis removed). [DFNDT000945-000946]  "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.  <ul style="list-style-type: none"> <li>• Back To _____ (your site name)</li> <li>• Your site address <a href="http://web.archive.org/web/19980517004530/http://___/">http://web.archive.org/web/19980517004530/http://___/</a></li> </ul> (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/sextos/index.html](http://www.bluetrouble.com/sextos/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]

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Comparison of U.S. Patent No. 6,629,135 and Sextoy.com Prior Art

Claim No.	Claim Language of U.S. Patent No. 6,629,135	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<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 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 host website in communication with a visitor computer with context sensitive, transparent e-commerce support pages, comprising the steps 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. <sup>3,4</sup> "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, <i>Partners in Affiliate Marketing Struggle With Branding Issues</i> , <i>Internet World</i> , 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

<sup>1</sup> See also the prior art identified in the invalidity contentions for the One & Only Network Prior Art.

<sup>2</sup> WHOIS Record for one-and-only.com, <http://www.networksolutions.com/whois/results.jsp?whoisoken=0> (last visited August 14, 2006) (one-and-only.com was first registered on November 30, 1995). [DFNDT0001707-0001711]

<sup>3</sup> Also see *Welcome To One&Only Network*, <http://web.archive.org/web/1999042193911/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 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!"). [DFNDT0001693-0001699]

<sup>4</sup> Also see *One & Only Internet Personals and Romance*, <http://web.archive.org/web/19970609215214/http://www.one-and-only.com/menu1.htm> (June 9, 1997 version of www.one-and-only.com/menu1.htm as archived by the Internet Archive. (see note 6)) ("Match you website to the world. One & Only brings your site revenue."). [DFNDT0001702-0001703]

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Comparison of U.S. Patent No. 6,629,135 and One & Only Articles Prior Art

Claim No.	Claim Language of U.S. Patent No. 6,629,135	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, <i>Partners in Affiliate Marketing Struggle With Branding Issue</i> . [DFNDT0001690-0001692, DFNDT0001712-0001715] <sup>5,6,7</sup> "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, <i>Are Affiliate Programs for You?</i> , <i>Web Marketing Today Issue</i>

<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 E-Commerce success with our proven content that you can customize and market as your own."). [DFNDT0001693-0001699]

<sup>6</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 6)) ("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.") ("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.

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 your 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 you're 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.

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.

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 <http://web.archive.org/web/19990915171254/www.oneandonlynetwork.com/Zcommerce1.htm?MID=0> (September 15, 1999 version of www.oneandonlynetwork.com/Zcommerce1.htm?MID=0 as archived 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."). [DFNDT0001704-0001706]

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Comparison of U.S. Patent No. 6,629,135 and One & Only Articles Prior Art

Claim No.	Claim Language of U.S. Patent No. 6,629,135	Relevant Disclosure in One & Only Articles Prior Art ("One & Only")
		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 selected commerce object; and	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> "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, <i>Partners in Affiliate Marketing Struggle With Branding Issue</i> . [DFNDT0001690-0001692, DFNDT0001712-0001715]
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	"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, <i>Partners in Affiliate Marketing Struggle With Branding Issue</i> . [DFNDT0001690-0001692, DFNDT0001712-0001715] "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, <i>Partners in Affiliate Marketing Struggle With Branding Issue</i> . [DFNDT0001690-0001692, DFNDT0001712-0001715] <sup>10,11</sup>

<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]

<sup>9</sup> Also see *Welcome To One&Only Network*, April 27, 1999 version ("Get Your HTML Link Code") (emphasis and link removed). [DFNDT0001693-0001699]

<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.

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Comparison of U.S. Patent No. 6,629,135 and One & Only Articles Prior Art

Claim No.	Claim Language of U.S. Patent No. 6,629,135	Relevant Disclosure in One & Only Articles Prior Art ("One & Only")
	associated with the provided link and with content based on the commerce object associated with the provided link.	<p>"The site [One &amp; 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 &amp; 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, <i>Partners in Affiliate Marketing Struggle With Branding Issue</i>. [DFNDT0001690-0001692, DFNDT0001712-0001715]</p> <p>"One &amp; 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, <i>Are Affiliate Programs for You?</i>. [DFNDT0001693-0001697, DFNDT0001716-0001719]</p>

... 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 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 your 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.

... 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 menu bar." (emphasis and links removed). [DFNDT0001700-0001701]

<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). [DFNDT0001698-0001699]

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4.

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 No.	Claim Language of U.S. Patent No. 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, <i>Leasing &amp; Financing Welcome to IBM Customer Leasing and Financing</i> at <a href="http://www.financing.hosting.ibm.com">www.financing.hosting.ibm.com</a> , <sup>1</sup> (hereinafter " <i>Leasing &amp; Financing website</i> ") <sup>2</sup> with a link to a website of IBM Corporation with the same look and feel, entitled, <i>IBM planetwide ordering information</i> at <a href="http://www.ibm.com/Orders">www.ibm.com/Orders</a> (hereinafter " <i>IBM Ordering website</i> "). <sup>3</sup> The merchant for the commerce object is one of IBM's business partners.

<sup>1</sup> WHOIS Record *ibm.com*, <http://www.networksolutions.com/whois/results.jsp?whoisoken=1> (last visited August 8, 2006) (*ibm.com* was first registered on March 19, 1986); [DFNDT0001821-0001824]

<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]; *IBM Planetwide help*, <http://web.archive.org/web/19961026164521/www.ibm.com/Finding> (October 26, 1996 version of [www.ibm.com/Finding](http://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 <http://www.financing.hosting.ibm.com/CFWWINTR.HTM> as archived by the Internet Archive. (see note 4)); [DFNDT0001808-0001812].

<sup>3</sup> In another example of IBM prior art, the *IBM Ordering website* ([www.ibm.com/Orders](http://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."

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Comparison of the U.S. Patent No. 6,629,135 and IBM Prior Art

Claim No.	Claim Language of U.S. Patent No. 6,629,135	Relevant Disclosure in IBM Prior Art
		<p><i>Leasing &amp; Financing website</i>, <a href="http://web.archive.org/web/19961227153901/www.financing.hosting.ibm.com">http://web.archive.org/web/19961227153901/www.financing.hosting.ibm.com</a> (December 27, 1996 version of <a href="http://www.financing.hosting.ibm.com">www.financing.hosting.ibm.com</a> as archived by the Internet Archive.); [DFNDT0001799-0001801].</p> <p><i>IBM Ordering website</i>, <a href="http://web.archive.org/web/19961220005843/www.ibm.com/Orders">http://web.archive.org/web/19961220005843/www.ibm.com/Orders</a> (December 20, 1996 version of <a href="http://www.ibm.com/Orders">www.ibm.com/Orders</a> as archived by the Internet Archive.); [DFNDT0001798].</p> <p><i>1995 Annual Report Highlights</i>, <a href="http://web.archive.org/19961104164231/www.financing.hosting.ibm.com/AR95CL.HTM">http://web.archive.org/19961104164231/www.financing.hosting.ibm.com/AR95CL.HTM</a> (November 11, 1996 version of <a href="http://www.financing.hosting.ibm.com/AR95CL.HTM">www.financing.hosting.ibm.com/AR95CL.HTM</a> as archived by the Internet Archive.<sup>6</sup> (hereinafter "<i>1995 Annual Report of IBM Credit Corp.</i>")); [DFNDT0001879-0001882]</p> <p>"IBM Direct: Your source for products and services from IBM and our business partners... planetwide." <i>IBM Ordering website</i>, December 20, 1996 version. [DFNDT0001798]</p> <p>"[I]n some countries you can even order online." <i>IBM Ordering website</i>, December 20, 1996 version. [DFNDT0001798]</p>

<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/faq.php>. [DFNDT0001825-0001868]

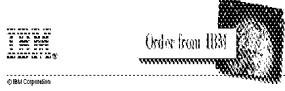
<sup>5</sup> Internet Archive Frequently Asked Questions, *supra* note 4.

<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/faq.php>. [DFNDT0001825-0001868]

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2.

Comparison of the U.S. Patent No. 6,629,135 and IBM Prior Art

Claim No.	Claim Language of U.S. Patent No. 6,629,135	Relevant Disclosure in IBM Prior Art
8(a)	capturing a look and feel description associated with a host website;	<p>Capture took place when the script to dynamically generate the <i>IBM Ordering web page</i> was written or when the <i>IBM Ordering web page</i> was dynamically generated by the script on December 20, 1996 with the look and feel of the <i>Leasing &amp; Financing web page</i>.</p> <p>"HTML generated at Fri, 20 Dec 1996 00:58:45 GMT by/cgi-bin/Orders/nph-index" Source code for <i>IBM Ordering website</i>, <a href="http://web.archive.org/web/19961220005843/www.ibm.com/Orders">http://web.archive.org/web/19961220005843/www.ibm.com/Orders</a> (December 20, 1996 version of <a href="http://www.ibm.com/Orders">www.ibm.com/Orders</a> as archived by the Internet Archive.); [DFNDT0001813-0001814]</p> <p>"</p>  <p>" <i>IBM Ordering website</i>, December 20, 1996 version (header for <i>IBM Ordering website</i>). [DFNDT0001798]</p> <p>"&lt;BODY bgcolor="#ffffff"&gt; &lt;A NAME=top&gt;&lt;IMG SRC="/images/mastheads/masthead_order.gif" WIDTH=600 HEIGHT=72 ALT="IBM planetwide ordering information"&gt;&lt;/A&gt;" Source code for <i>IBM Ordering website</i>, December 20, 1996 version (source code for header). [DFNDT0001813-0001814]</p> <p>Footer from <i>IBM Ordering website</i>:</p> <p>"</p>

<sup>7</sup> Internet Archive Frequently Asked Questions, *supra* note 4.

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3.

Comparison of the U.S. Patent No. 6,629,135 and IBM Prior Art

Claim No.	Claim Language of U.S. Patent No. 6,629,135	Relevant Disclosure in IBM Prior Art
		<p>[ <a href="#">IBM home page</a>   <a href="#">Order</a>   <a href="#">Contact IBM</a>   <a href="#">Legal</a> ]"</p> <p>IBM Ordering website, December 20, 1996 version (footer for IBM Ordering website). [DFNDT0001798]</p> <p>"&lt;HR&gt; &amp;#91; &lt;A HREF="http://www.ibm.com/"&gt;IBM home page&lt;/A&gt; &lt;A HREF="http://www.ibm.com/Orders"&gt;Order&lt;/A&gt; &lt;A HREF="http://www.ibm.com/Assist"&gt;Contact IBM&lt;/A&gt; &lt;A HREF="http://www.ibm.com/Legal"&gt;Legal&lt;/A&gt;"</p> <p>Source code for IBM Ordering website, December 20, 1996 version (source code for footer). [DFNDT0001813-0001814]</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	<p>A link to the IBM Ordering web page was included in the source code for the Leasing &amp; Financing web page. From the IBM Ordering web page, a visitor ordered products and services from IBM and its business partners.</p> <p>"Order" Leasing &amp; Financing web page, December 27, 1996 version (emphasis and link removed)(hyperlink to http://www.Ibm.Com/Orders). [DFNDT0001799-0001801]</p> <p>"&lt;a href="http://www.Ibm.Com/Orders"&gt;Order&lt;/a&gt;"</p> <p>Source code for Leasing &amp; 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.<sup>8</sup>) [DFNDT0001816-0001820]</p> <p>"IBM Direct: Your source for products and services from IBM and our business</p>

<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 No.	Claim Language of U.S. Patent No. 6,629,135	Relevant Disclosure in IBM Prior Art
		<p>partners... planetwide." IBM Ordering web page, December 20, 1996 version. [DFNDT0001798]</p> <p>"[I]n some countries you can even order online." IBM Ordering web page, December 20, 1996 version. [DFNDT0001798]</p> <p>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.</p>
8(c)	upon receiving an activation of the provided link from the visitor computer, serving to the visitor computer an e-commerce supported page with a look and feel corresponding to the captured look and feel description of the host website associated with the provided link and with content based on the commerce object associated with the provided link.	<p>From the IBM Ordering web page, a visitor ordered products and services from IBM and its business partners.</p> <p>"IBM Direct: Your source for products and services from IBM and our business partners... planetwide." IBM Ordering web page, December 20, 1996 version. [DFNDT0001798]</p> <p>"[I]n some countries you can even order online." IBM Ordering web page, December 20, 1996 version. [DFNDT0001798]</p> <p>The look and feel of the IBM Ordering web page was the same as the look and feel of the Leasing &amp; Financing web page.<sup>9</sup> Specifically, both the IBM Ordering web page and the Leasing &amp; Financing web page used a single column format with text in the same font, size, and black color on a white background. Unused</p>

<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 No.	Claim Language of U.S. Patent No. 6,629,135	Relevant Disclosure in IBM Prior Art
		<p>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></p> <p>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.</p>

<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.

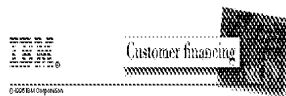
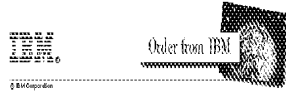
<sup>11</sup> Also see: IBM PC ThinkPad website, http://web.archive.org/web/19961219011414/http://www.pc.ibm.com/thinkpad/ (December 19, 1996 version of www.pc.ibm.com/thinkpad/ as archived by the Internet Archive; see note 4); [DFNDT0001893-0001904]; End-user Customer Financing website, http://web.archive.org/web/19961104164326/http://www.financing.hosting.ibm.com/CFCALLIE.HTM (November 11, 1996 version of www.financing.hosting.ibm.com/CFCALLIE.HTM as archived by the Internet Archive; see note 4); [DFNDT0001905-0001917]; Remarketer Financing website, http://web.archive.org/web/19961104164359/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].

<sup>12</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. 6,629,135 and IBM Prior Art

Claim No.	Claim Language of U.S. Patent No. 6,629,135	Relevant Disclosure in IBM Prior Art
		<p>Header from Leasing &amp; Financing web page:</p>  <p>Header from IBM Ordering web page:</p>  <p>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<sup>12</sup> separated by " ."</p> <p>Footer from Leasing &amp; Financing website: [ <a href="#">IBM home page</a>   <a href="#">Order</a>   <a href="#">Search</a>   <a href="#">Contact IBM</a>   <a href="#">Help</a>   (C)   (TM) ]</p> <p>Footer from IBM Ordering website: [ <a href="#">IBM home page</a>   <a href="#">Order</a>   <a href="#">Contact IBM</a>   <a href="#">Legal</a> ]</p> <p>Leasing &amp; Financing web page, December 27, 1996 version; [DFNDT0001799-0001801] and IBM Ordering web page, December 20, 1996 version. [DFNDT0001798]</p> <p>IBM Credit Corporation, IBM Corporation, and IBM's business partners are</p>

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Comparison of the U.S. Patent No. 6,629,135 and IBM Prior Art

Claim No.	Claim Language of U.S. Patent No. 6,629,135	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

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 No.	Claim Language of U.S. Patent 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, (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.4); [DFNDT0001930-0001931]
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	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/cgi/whois?whois\_nic=lycos.com&type=domain (last visited May 27, 2011) (lycos.com was first registered on April 13, 1995); [DFNDT0001962-0001963]

<sup>2</sup> 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>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

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Comparison of the U.S. Patent No. 6,629,135 and Lycos Prior Art

Claim No.	Claim Language of U.S. Patent No. 6,629,135	Relevant Disclosure in Lycos Prior Art
	visitor computer, wherein the provided link correlates the host website with a selected commerce object; and	"DJIA 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]
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.	"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]  "DJIA 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 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 a blue background with a white box where the user typed the search terms.

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Comparison of the U.S. Patent No. 6,629,135 and Lycos Prior Art

Claim No.	Claim Language of U.S. Patent No. 6,629,135	Relevant Disclosure in Lycos Prior Art
		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 Mellon 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 © 1997 Lycos, Inc. All Rights Reserved. Lycos® is a registered trademark of Carnegie Mellon University Questions & Comments Terms and conditions  Lycos website, December 11, 1997 version. [DFNDT0001930-0001931, DFNDT0001944-0001961]  Copyright © 1997 Lycos, Inc. All Rights Reserved. Lycos® 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 SHAPE=rect COORDS= "6,0, 54,14" HREF="http://web.archive.org/web/19971211094712/http://point.lycos.com/categories/"> <AREA SHAPE=rect COORDS= "57,0, 115,14" HREF="http://web.archive.org/web/19971211094712/http://cityguide.lycos.com/">

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Comparison of the U.S. Patent No. 6,629,135 and Lycos Prior Art

Claim No.	Claim Language of U.S. Patent No. 6,629,135	Relevant Disclosure in Lycos Prior Art
		FACE="Helvetica, Ariel, MS Sans Serif, Sans Serif" color="#000000" SIZE="-1"><B>Fashion</B></FONT></A>   &#160;<A 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></FONT></A>   &#160;<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></FONT></A>   &#160;<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></FONT></A>   &#160;<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</B></FONT></A>   &#160;<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</B></FONT></A>   &#160;<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></FONT></A>  

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Comparison of the U.S. Patent No. 6,629,135 and Lycos Prior Art

Claim No.	Claim Language of U.S. Patent No. 6,629,135	Relevant Disclosure in Lycos Prior Art
		&#160;<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="-1"><B>Money</B></FONT></A>   &#160;<A 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"><B>News</B></FONT></A>   &#160;<A HREF="http://web.archive.org/web/19971211191234/http://www.lycos.com/people/"><FONT FACE="Helvetica, Ariel, MS Sans Serif, Sans Serif" color="#000000" SIZE="-1"><B>People</B></FONT></A>   &#160;<A HREF="http://web.archive.org/web/19971211191234/http://www.lycos.com/realstate/"><FONT FACE="Helvetica, Ariel, MS Sans Serif, Sans Serif" color="#000000" SIZE="-1"><B>Real Estate</B></FONT></A>   &#160;<A HREF="http://web.archive.org/web/19971211191234/ http://www.lycos.com/commerce/shopnet/"><FONT FACE="Helvetica, Ariel, MS Sans Serif, Sans Serif" color="#000000" SIZE="-1"><B>Shopping</B></FONT></A>   &#160;<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>   &#160;<A 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></FONT></A>

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Comparison of the U.S. Patent No. 6,629,135 and Lycos Prior Art

Claim No.	Claim Language of U.S. Patent No. 6,629,135	Relevant Disclosure in Lycos Prior Art
		  &#160;<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 Toys</B></FONT></A>   &#160;<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></FONT></A> </TD> <TR> <TABLE> <TD> <TR> <TR> <TD VALIGN=TOP WIDTH=110 BGCOLOR=#FCC33*> &#160;<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></A> </TD> <TR> <TR> <TD VALIGN=TOP WIDTH=110 BGCOLOR=#FCC33*> &#160;<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="-1"><B>Help</B></FONT></A> </TD> <TR> <TR> <TD VALIGN=TOP WIDTH=110 BGCOLOR=#FCC33*

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Comparison of the U.S. Patent No. 6,629,135 and Lycos Prior Art

Claim No.	Claim Language of U.S. Patent No. 6,629,135	Relevant Disclosure in Lycos Prior Art
		VALIGN=TOP> &#160;<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</B></FONT></A></TD> <TD WIDTH=2> </TD> </TR> Source Code for Left side column of the Lycos website. [DFNDT0001944-0001960]

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Based upon the Court's claim construction order [DJ 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 No.	Claim Language of U.S. Patent No. 6,629,135	Relevant Disclosure in Net.Commerce for OS/390 ("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:	<p>"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.</p> <p>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.</p> <p>"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.</p> <p>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</p>

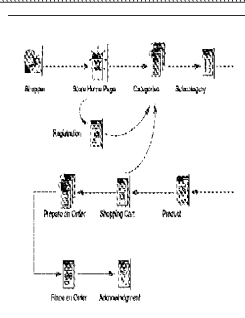
<sup>1</sup> Unless noted, all citations in this chart are to Net.Commerce for OS/390 by Rich Conway, Simon Armiger, Nils Bergquist, Kevin Curley, and Jarmo Lepinen, published by International Business Machines Corporation ("IBM") in July 1998. [DFNT0001082-0001301]

<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.

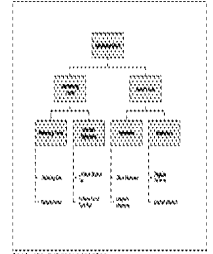
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Claim No.	Claim Language of U.S. Patent No. 6,629,135	Relevant Disclosure in Net.Commerce for OS/390 ("Net.Commerce book")
		<p>there is one that can fit all of them, namely, Net.Commerce.</p> <p>Net.Commerce is easy-to-use software that allows you 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.</p> <p>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.</p>
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	<p>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).</p> <p>"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.</p>

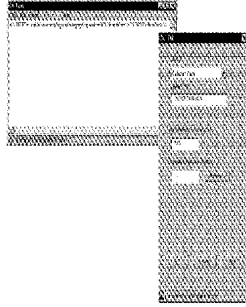
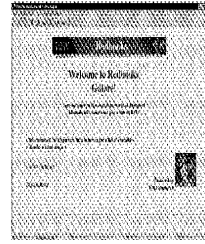
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Claim No.	Claim Language of U.S. Patent No. 6,629,135	Relevant Disclosure in Net.Commerce for OS/390 ("Net.Commerce book")
		 <p>Fig. 8. Net.Commerce Product Cataloging, Pg. 24.</p> <p>"In the default shopping process, this home page is a flat HTML 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.</p> <p>"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.</p> <p>"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.</p>

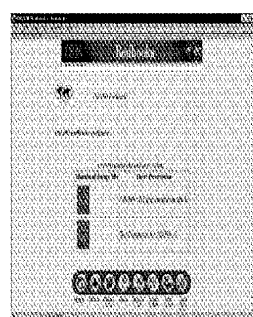
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Claim No.	Claim Language of U.S. Patent No. 6,629,135	Relevant Disclosure in Net.Commerce for OS/390 ("Net.Commerce book")
		<p>"If most customers do not need the information you are displaying on the product page, you may even offer a shortcut button on the category page." Pg. 18.</p> <p>"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.</p> <p>"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.</p> <p>"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.</p>  <p>Pg. 21.</p>

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Claim No.	Claim Language of U.S. Patent No. 6,629,135	Relevant Disclosure in Net.Commerce for OS/390 ("Net.Commerce book")
		 <p>Figure 11. Registration Dialog Form Pg. 119.</p> <p>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).</p>  <p>Figure 10. Home Page of the Net.Commerce Store Pg. 121.</p>

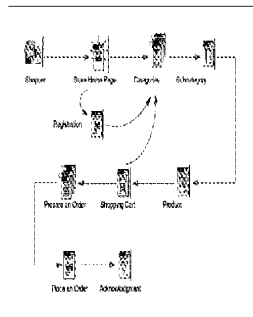
705657.1

Claim No.	Claim Language of U.S. Patent No. 6,629,135	Relevant Disclosure in Net.Commerce for OS/390 ("Net.Commerce book")
		 <p>Pg. 130. Also see pgs. 124-130.</p> <p>See pgs. 111-122 for a description of creating a self-contained store.</p> <p>"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.</p>
8(c)	upon receiving an activation of the provided link from the visitor computer, serving to the visitor computer an e commerce supported page with a look and feel corresponding to the captured look	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

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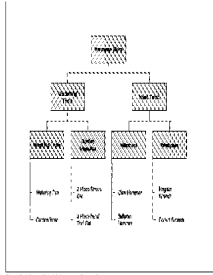
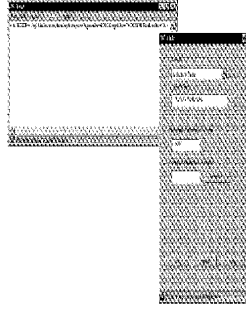
Claim No.	Claim Language of U.S. Patent No. 6,629,135	Relevant Disclosure in Net.Commerce for OS/390 ("Net.Commerce book")
	and feel description of the host website associated with the provided link and with content based on the commerce object associated with the provided link.	<p>object is the product 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).</p> <p>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.</p> <p>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."</p> <p>"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.</p> <p>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</p> <p>"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.</p> <p>"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</p>

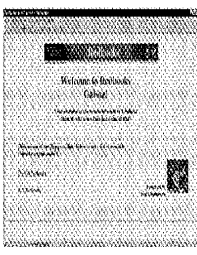
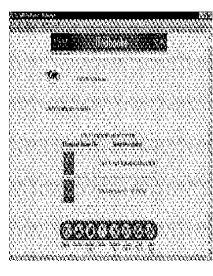
705657.1

Claim No.	Claim Language of U.S. Patent No. 6,629,135	Relevant Disclosure in Net.Commerce for OS/390 ("Net.Commerce book")
		<p>the following:</p> <ul style="list-style-type: none"> <li>· Create and update home pages, product pages, category pages, and Product Advisor pages.</li> <li>· Design headers and footers for the pages.</li> <li>· Modify the supplied sample category, product, and Product Advisor templates (if you save them with a new file name)." pg. 80.</li> </ul> <p>"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.</p>  <p>Figure 8. Default Shopping Trip Pg. 24.</p> <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.</p> <p>"When you click on one of the boxes in 4, a text dialog box will appear.</p>

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Claim No.	Claim Language of U.S. Patent No. 6,629,135	Relevant Disclosure in Net.Commerce for OS/390 ("Net.Commerce book")
		<p>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.</p> <p>"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.</p> <p>"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.</p> <p>"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.</p> <p>"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.</p> <p>"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.</p>

Claim No.	Claim Language of U.S. Patent No. 6,629,135	Relevant Disclosure in Net.Commerce for OS/390 ("Net.Commerce book")
		 <p>Figure 21. A Hierarchical Diagram of a Website Page.</p> <p>Pg. 21.</p>  <p>Figure 119. An example of a host website and an e-commerce supported page.</p>

Claim No.	Claim Language of U.S. Patent No. 6,629,135	Relevant Disclosure in Net.Commerce for OS/390 ("Net.Commerce book")
		 <p>Figure 121. A Screenshot of a Web Page.</p> <p>Pg. 121.</p>  <p>Figure 130. Also see pgs. 124-130.</p> <p>"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.</p>

Claim No.	Claim Language of U.S. Patent No. 6,629,135	Relevant Disclosure in Net.Commerce for OS/390 ("Net.Commerce book")
		<p>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.</p> <p>"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.</p> <p>"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.</p> <p>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 <a href="http://www.itsoshop.com/rbgalore.html">http://www.itsoshop.com/rbgalore.html</a>) 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.</p> <p>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</p>



Claim No.	Claim Language of U.S. Patent No. 6,629,135	Relevant Disclosure in Net.Commerce for OS/390 ("Net.Commerce book")
		<p>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:</p> <ul style="list-style-type: none"> <li>Select Insert, then Link. A Link dialog box will appear.</li> <li>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.</li> <li>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.</li> <li>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.</li> </ul> <p>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.</p> <p>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.</p> <p>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.isosshop.com/rbgalore.html." Pgs. 142-4.</p> <p>"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</p>

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Claim No.	Claim Language of U.S. Patent No. 6,629,135	Relevant Disclosure in Net.Commerce for OS/390 ("Net.Commerce book")
		<p>service provider, for instance IBM, do everything at their site. Or you may choose a combination of the two.</p> <p>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.</p> <p>See pgs. 111-122 for a description of creating a self-contained store.</p>

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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")<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 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 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:	<p>"This invention relates to electronic financial systems for the Internet. More particularly, this invention relates to systems and methods for presenting electronic bills to customers of a financial institution, such as a bank." Saliba '278 ¶ 0002.</p> <p>According to one aspect of this invention, the financial institution has a Web server to support its Web site. The server presents a home page that allows its customers to select different services, such as examining a checking or savings account balance, or conducting a funds transfer. These services are supported locally at the financial institution's Web site. The home page also offers, however, an option to view customer-specific data, such as the customer's personal billing statements that are collected from a variety of different billers (e.g., phone bill, gas bill, cable TV bill, etc.).</p> <p>Saliba '278 ¶ 0009.</p> <p>At step 148 in FIG. 6, the service center server 110 offers a set of bill management and payment options to the customer. The customer may elect to examine the billing statements in detail by clicking on a particular bill in the list. The server 110 provides a new HTML page showing the billing statement framed within the bank's branding indicia, as shown in FIG. 4. The customer may further elect to pay all of the bill, part of it, or none of it. The customer may challenge part, or enter into a dialog with customer service.</p> <p>Saliba '278 ¶ 0065.</p>
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

<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). [Defut\_0000000-0000000]

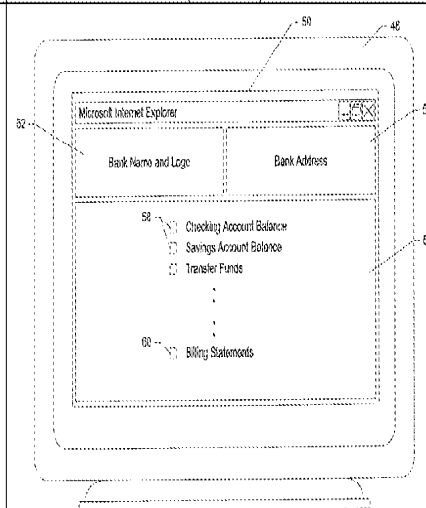
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Comparison of U.S. Patent No. 6,629,135 and United States Patent Application 09/995,278 by Saliba ("Saliba '278")

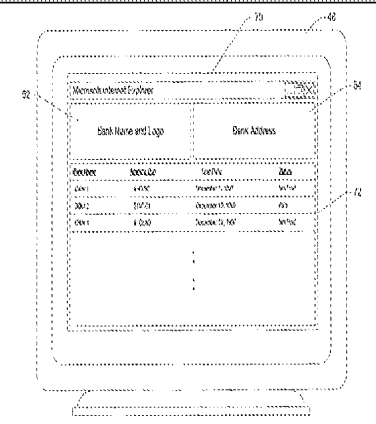
Claim No.	Claim Language of U.S. Patent No. 6,629,135	Relevant Disclosure in United States Patent Application 09/995,278 by Saliba ("Saliba '278")
	with a host website;	<p>52 and the bank's address 54. In addition, the branding indicia might comprise a particular format or stylistic schema, background color or texture, slogans, and so forth." Saliba '278 ¶ 0038.</p> <p>The service center's server 110 runs a branding software module 126, which are stored in program memory 118. The branding module 126 runs atop the operating system 124 during execution in the processing unit 112. The branding module 126 extracts the branding indicia passed from the bank and uses it to create a Web page that appears like the bank's own Web pages. It is noted that the branding module 126 may be integrated as part of the Web server software, rather than executed as a standalone application.</p> <p>Saliba '278 ¶ 0051.</p> <p>As one example, the service center server 110 has an HTML document that contains data fields for holding billing data retrieved locally from the bills database 40 and indicia fields for holding the branding indicia received remotely from the bank. The HTML document is rendered by the customer's browser program to present a UI that appears as though the bank itself presented the billing statements. This is shown in FIG. 3, for example, where the service center server 110 provides an HTML Web page 70 that contains a billing statement list 72 with data from the bills database 40, along with branding indicia 52, 54 received from the bank.</p> <p>Saliba '278 ¶ 0064.</p>
8(b)	providing the host website with a link for inclusion within a page on the host website for serving to a visitor computer, wherein the provided link correlates the host website with a selected commerce object; and	<p>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</p>

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Claim 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")
		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.

Claim 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")
		 <p><b>Fig. 2</b></p> <p>"Upon activating the 'Billing Statements' option 60, the bank's Web server links to the service center's server without exposing this transfer to the customer. The customer still believes that he/she is connected to and communicating with the bank's Web site 44. A new Web page that incorporates the customer's bills is then presented to the customer." Saliba '278 ¶ 0040.</p> <p>At step 148 in FIG. 6, the service center server 110 offers a set of bill management and payment options to the customer. The customer may</p>

Claim 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")
		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(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.	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.

Claim 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")
		 <p><b>Fig. 3</b></p> <p>FIG. 3 shows an exemplary new Web page 70, which displays the billing data as it is rendered on a customer's home computer monitor 48. The Web page 70 presents a list 72 of the customer's bills. The page 70 also includes the bank's branding indicia, such as the bank's name and logo 52, bank's address 54, format or stylistic schema, background color or texture, slogans, and so forth. In this manner, the new Web page 70 appears to have been provided by the bank's Web site 44, while the identity of the service center 24 is veiled, to lead the customer to believe that the billing data is provided by the financial institution rather than the service center. At this point, the customer may open any particular bill, review the itemized purchases, the amount due, and due date.  Saliba '278 ¶ 0041.</p>

Based upon the Court's claim construction order [DI 309], the claim interpretations Plaintiff appears to be asserting and the alleged applications of those interpretations to one or more products of Defendants' products in Plaintiff's Amended Infringement Contentions served January 23, 2012, the 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 No.	Claim Language of U.S. Patent No. 6,629,135	Relevant Disclosure in CIS
8	An e-commerce outsourcing process providing a host website in communication with a visitor computer with context sensitive, transparent e-commerce support pages, comprising the steps of:	<p>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.</p> <p>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.</p> <p>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.</p> <p><i>See, e.g.,</i> Charles Bowen &amp; David Peyton, <i>How to Get the Most Out of CompuServe</i> (5th ed. 1993) ("Bowen &amp; Peyton"); Jill H. Ellsworth &amp; Matthew V. Ellsworth, <i>Using CompuServe</i> (1994) ("Ellsworth &amp; Ellsworth").</p>
8(a)	capturing a look and feel description associated with a host website;	<p>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. <i>See, e.g.,</i> Ellsworth &amp; Ellsworth 316-29.</p> <p>In the second scenario, merchants and other content providers deliver information to</p>

Comparison of U.S. Patent No. 6,629,135 and the CompuServe Information Service ("CIS")

Claim No.	Claim Language of U.S. Patent No. 6,629,135	Relevant Disclosure in CIS
		<p>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.</p> <p>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. <i>See</i> US Patent 5,737,538, "System for remote microcomputer access and modification of information in a host computer" (the CompuServe "HMI" patent).</p> <p>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 &amp; feel, while retaining branding unique to the merchant.</p> <p>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. <i>See, e.g.,</i> [DFDNT0001349-65], [DFDNT_CD_0001] and Ellsworth &amp; Ellsworth 415-25.</p> <p><i>See, e.g.,</i> Ellsworth &amp; Ellsworth and [DFDNT_CD_0001]. <i>See also</i> U.S. Patent 5,737,538 [DFDNT0001302-42], [DFDNT0001369-428], and [DFDNT0001429-1529].</p> <p>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</p> <p><i>See, e.g.,</i> BUILD/DPPGEN source code and BUILDv2.PDF.</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	<p>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.</p>

Comparison of U.S. Patent No. 6,629,135 and the CompuServe Information Service ("CIS")

Claim No.	Claim Language of U.S. Patent No. 6,629,135	Relevant Disclosure in CIS
	selected commerce object; and	<p><i>See, e.g.,</i> [DFDNT_CD_0001] and Ellsworth &amp; Ellsworth.</p> <p>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.</p> <p><i>See, e.g.,</i> Bowen &amp; Peyton and Ellsworth &amp; Ellsworth 421.</p>
8(c)	upon receiving an activation of the provided link from the visitor computer, serving to the visitor computer an e-commerce supported page with a look and feel corresponding to the captured look and feel description of the host website associated with the provided link and with content based on the commerce object associated with the provided link.	<p>For instance, in CIS, the look and feel comes from a CIS host and content comes from the Mall Store or Travel Service host.</p> <p><i>See, e.g.,</i> [DFDNT_CD_0001] and Ellsworth &amp; Ellsworth.</p> <p>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.</p> <p><i>See, e.g.,</i> Ellsworth &amp; Ellsworth 421, [DFDNT_CD_0001].</p>

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 No.	Claim Language of U.S. Patent No. 6,629,135	Indefiniteness under Section 112
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:	
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 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 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 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 Contentions for an explanation of the reasons for combining Tobin, Saliba, and Fields.

Claim 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 computer with context sensitive, transparent e commerce support pages, comprising the steps of:	See Ex. 17A, at 8. See Ex. 31A, at 8. See Ex. 18A, at 8.
8(a)	capturing a look and feel description associated with a host website;	See Ex. 17A, at 8(a). See Ex. 31A, at 8(a). See Ex. 18A, 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. 17A, at 8(b). See Ex. 3A, at 8(b). See Ex. 18A, 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. 17A, at 8(c). See Ex. 31A, at 8(c). See Ex. 18A, at 8(c).

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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 No.	Claim Language of U.S. Patent No. 6,629,135	Relevant Disclosures <sup>1</sup>	
		Travelocity/Yahoo! Prior Art	U.S. Patent No. 5,870,717
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:	See Revised Ex. 8A, at 8. DFNDT000388-412. DFNDT000413-422.	See Revised Ex. 6A, at 8. Wiecha '717, 3:10-28. Wiecha '717, 4:14-25. 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). DFNDT000423-428.	See Revised Ex. 6A, at 8(a). 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	See Revised Ex. 8A, at 8(b). DFNDT000388-412. DFNDT000413-422. DFNDT000423-428.	See Revised Ex. 6A, at 8(b). Wiecha '717, 3:10-28. Wiecha '717, 4:64 - 5:3. Wiecha '717, 8:24-53. See also, Figs. 3, 6.

<sup>1</sup> SPECIFIC CITATIONS TO THE RELEVANT DISCLOSURES ARE PROVIDED IN EXHIBITS 08A (TRAVELOCITY) AND 06A ('717 PATENT) TO DEFENDANTS' REVISED INVALIDITY CONTENTIONS

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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 No.	Claim Language of U.S. Patent No. 6,629,135	Relevant Disclosures <sup>1</sup>	
		Travelocity/Yahoo! Prior Art	U.S. Patent No. 5,870,717
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 Revised Ex. 8A, at 8(c). DFNDT000388-412. DFNDT000423-428 DFNDT000429-432	See Revised Ex. 6A, at 8(c). Wiecha '717, 3:10-28. Wiecha '717, 4:64 - 5:3. Wiecha '717, 8:24-53. Wiecha '717, 5:34 - 6:25. See also, Figs. 6-10.

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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 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 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 computer with context sensitive, transparent e commerce support pages, comprising the steps of:	See Ex. 9A, at 8. See Ex. 31A, at 8.
8(a)	capturing a look and feel description associated with a host website;	See Ex. 9A, at 8(a). 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). 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 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. 9A, at 8(c). See Ex. 31A, at 8(c).

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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 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 computer with context sensitive, transparent e commerce support pages, comprising the steps of:	See Ex. 9A, at 8. See Ex. 6A, at 8.
8(a)	capturing a look and feel description associated with a host website;	See Ex. 9A, at 8(a). 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). See Ex. 6A, at 8(b).  See also 13-14, <i>infra</i> .
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. 9A, at 8(c). See Ex. 6A, 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 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 computer with context sensitive, transparent e commerce support pages, comprising the steps of:	See Ex. 1A, at 8. See Ex. 31A, at 8.
8(a)	capturing a look and feel description associated with a host website;	See Ex. 1A, at 8(a). 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). 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 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. 1A, at 8(c). See Ex. 31A, 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. 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 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 computer with context sensitive, transparent e commerce support pages, comprising the steps of:	See Ex. 24A, at 8. See Ex. 31A, at 8. See Ex. 18A, at 8.
8(a)	capturing a look and feel description associated with a host website;	See Ex. 24A, at 8(a). See Ex. 31A, at 8(a). See Ex. 18A, 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. 24A, at 8(b). See Ex. 31A, at 8(b). See Ex. 18A, 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. 24A, at 8(c). See Ex. 31A, at 8(c). See Ex. 18A, at 8(c).

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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 Sugura ("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 Contentions for an explanation of the reasons for combining Lycos and Internet Scrapbook.

Claim 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 computer with context sensitive, transparent e commerce support pages, comprising the steps of:	See Ex. 28A, at 8. See Ex. 7A, at 8.
8(a)	capturing a look and feel description associated with a host website;	See Ex. 28A, at 8(a). 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). 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 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 Contentions for an explanation of the reasons for combining IBM, Saliba, and Fields.

Claim 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 computer with context sensitive, transparent e commerce support pages, comprising the steps of:	See Ex. 27A, at 8. See Ex. 31A, at 8. See Ex. 18A, at 8.
8(a)	capturing a look and feel description associated with a host website;	See Ex. 27A, at 8(a). See Ex. 31A, at 8(a). See Ex. 18A, 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. 27A, at 8(b). See Ex. 3A, at 8(b). See Ex. 18A, 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. 27A, at 8(c). See Ex. 31A, at 8(c). See Ex. 18A, 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</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 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 Manger 3.1 meets both of these criteria rather well." <i>ShopSite Review</i> [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." <i>ShopSite Review</i> [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." <i>ShopSite Review</i> [DFNDT0004668, 004680].

<sup>1</sup> 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.wilsonweb.com/wct1/> (Feb. 7, 1998 version of 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/19980626085558/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.wilsonweb.com/wct1/issue2.htm as archived by the Internet Archive (See note 2) [DFNDT0004676-004678]) (collectively hereinafter, "ShopSite Review").

<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]

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Comparison of the U.S. Patent No. 6,629,135 and the ShopSite Prior Art

Claim No.	Claim Language of U.S. Patent No. 6,629,135	Relevant Disclosure in ShopSite Prior Art
		"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   to put breaks between lines." <i>ShopSite Review</i> [DFNDT0004668, 004680].
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." <i>ShopSite Review</i> [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." <i>ShopSite Review</i> [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." <i>ShopSite Review</i> [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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Comparison of the U.S. Patent No. 6,629,135 and the ShopSite Prior Art

Claim No.	Claim Language of U.S. Patent No. 6,629,135	Relevant Disclosure in ShopSite Prior Art
		<p>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." <i>ShopSite Review</i> [DFNDT0004668, 004679].</p> <p>"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)." <i>ShopSite Review</i> [DFNDT0004668, 004680].</p> <p>"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 &lt;P&gt; and &lt;BR&gt; to put breaks between lines." <i>ShopSite Review</i> [DFNDT0004668, 004680].</p> <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.</p>
8(c)	upon receiving an activation of the provided link from the visitor computer, serving to the visitor computer an e commerce supported page with a look and feel corresponding to the captured look and feel description of the host website associated with the provided link and with	<p>"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." <i>ShopSite Review</i> [DFNDT0004668, 004680].</p> <p>"Next, you can create a "laptop computer" page and place products on this page in</p>

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Comparison of the U.S. Patent No. 6,629,135 and the ShopSite Prior Art

Claim 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.	<p>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 &lt;P&gt; and &lt;BR&gt; to put breaks between lines." <i>ShopSite Review</i> [DFNDT0004668, 004680].</p> <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." <i>ShopSite Review</i> [DFNDT0004668, 004681].</p> <p>"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." <i>ShopSite Review</i> [DFNDT0004668, 004680].</p> <p>"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." <i>ShopSite Review</i> [DFNDT0004668, 004679].</p> <p>"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." <i>ShopSite Review</i></p>

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Comparison of the U.S. Patent No. 6,629,135 and the ShopSite Prior Art

Claim No.	Claim Language of U.S. Patent No. 6,629,135	Relevant Disclosure in ShopSite Prior Art
		<p>[DFNDT0004668, 004679].</p> <p>"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)." <i>ShopSite Review</i> [DFNDT0004668, 004680].</p>

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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, 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 No.	Claim Language of U.S. Patent No. 6,629,135	ViaWeb Prior Art Relevant Disclosures
8	An e commerce outsourcing process providing a host website in communication with a visitor computer with context sensitive, transparent e commerce support pages, comprising the steps of:	<p>"We already have a web site. Can we put just the commerce part on your server?"</p> <p>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." <i>ViaWeb How It Works</i>, <a href="http://web.archive.org/web/19970606144928/http://www.viaweb.com/vw/howitwor.htm">http://web.archive.org/web/19970606144928/http://www.viaweb.com/vw/howitwor.htm</a> (June 6, 1997 version of <a href="http://www.viaweb.com/vw/howitwor.htm">www.viaweb.com/vw/howitwor.htm</a> as archived by the Internet Archive.) (hereinafter, "<i>ViaWeb How It Works</i>"). [DFNDT0005151-4]</p> <p>"Viaweb Store is a combination of an authoring tool and a hosting service:</p> <ul style="list-style-type: none"> <li>You build your store on our server, using an easy point and click interface.</li> <li>There is no software to install: all you need is an ordinary browser.</li> </ul> <p>...</p> <p>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." <i>ViaWeb How It Works</i>. [DFNDT0005151-4]</p> <p>"Using an ordinary web browser, a merchant can log into Viaweb's site (<a href="http://www.viaweb.com">www.viaweb.com</a>) 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</p>

<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 No.	Claim Language of U.S. Patent No. 6,629,135	ViaWeb Prior Art Relevant Disclosures
		<p>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." <i>ViaWeb Store 3.0 Release</i>, <a href="http://web.archive.org/web/19970606145128/http://www.viaweb.com/vw/via30isrel.html">http://web.archive.org/web/19970606145128/http://www.viaweb.com/vw/via30isrel.html</a> (June 6, 1997 version of <a href="http://www.viaweb.com/vw/via30isrel.html">http://www.viaweb.com/vw/via30isrel.html</a> as archived by the Internet Archive.<sup>2</sup>) (hereinafter, "3.0 Release"). [DFNDT0005257-8]</p> <p>"Paul Graham of ViaWeb sells custom Internet stores in his ViaMall site." Paul Edwards, Sarah Edwards, and Linda Rohrbough, <i>Making Money in Cyberspace</i>, September 9, 1998, Jeremy P. Tarcher/Putnam (hereinafter "Making Money") [DFNDT0004356-004648].</p> <p>"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." <i>CyberStoreFronts for Rookies</i>, Business Week, June 9, 1997, <a href="http://web.archive.org/web/20081012015004/http://www">http://web.archive.org/web/20081012015004/http://www</a>.</p>

<sup>2</sup> See note 1.

<sup>3</sup> See note 1.

Claim No.	Claim Language of U.S. Patent No. 6,629,135	ViaWeb Prior Art Relevant Disclosures
		<p><a href="http://businessweek.com/1997/23/b353054.htm">businessweek.com/1997/23/b353054.htm</a> (November 15, 1996 version of <a href="http://www.businessweek.com/1997/23/b353054.htm">http://www.businessweek.com/1997/23/b353054.htm</a> as archived by the Internet Archive.<sup>3</sup>) (hereinafter, "CyberStoreFronts for Rookies"). [DFNDT0005069-70]</p> <p>"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." <i>Making Money</i>. [DFNDT0004436]</p> <p>"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." <i>Making Money</i>. [DFNDT0004436]</p> <p>"Some enterprising entrepreneurs have turned their computer expertise into a way to provide "turnkey" business sites. "Cybermallis," 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</p>

Claim No.	Claim Language of U.S. Patent No. 6,629,135	ViaWeb Prior Art Relevant Disclosures
		<p>Internet store." <i>Making Money</i>. [DFNDT0004484-5]</p> <p>"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." <i>Making Money</i>. [DFNDT0004485]</p> <p>"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-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." <i>Making Money</i>. [DFNDT0004485-6]</p> <p>"Orders are taken via credit card and stored on a secure server Merchants</p>

Claim No.	Claim Language of U.S. Patent No. 6,629,135	ViaWeb Prior Art Relevant Disclosures
		<p>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." <i>Making Money</i>. [DFNDT0004486]</p> <p>"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 <a href="http://www.moviemadness.com">www.moviemadness.com</a>) 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 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." <i>Making Money</i>. [DFNDT0004486-7]</p> <p>"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." <i>Making Money</i>. [DFNDT0004486-7]</p>



Comparison of the U.S. Patent No. 6,629,135 and Viaweb Prior Art

Claim No.	Claim Language of U.S. Patent No. 6,629,135	ViaWeb Prior Art Relevant Disclosures
		<p><i>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.</i></p>
8(a)	capturing a look and feel description associated with a host website;	<p>"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." <i>Making Money</i>. [DFNDT0004437]</p> <p>"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." <i>Making Money</i>. [DFNDT0004437]</p> <p>"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." <i>ViaWeb Features</i>, <a href="http://web.archive.org/web/19970606144941/http://www.viaweb.com/vw/feat.htm">http://web.archive.org/web/19970606144941/http://www.viaweb.com/vw/feat.htm</a> (June 6, 1997 version of <a href="http://www.viaweb.com/vw/feat.htm">http://www.viaweb.com/vw/feat.htm</a> as archived by the Internet Archive.<sup>4</sup> (hereinafter, "<i>ViaWeb Features</i>"). [DFNDT0005148-50]</p>

<sup>4</sup> See note 1.  
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Comparison of the U.S. Patent No. 6,629,135 and Viaweb Prior Art

Claim No.	Claim Language of U.S. Patent No. 6,629,135	ViaWeb Prior Art Relevant Disclosures
		<p>"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." <i>ViaWeb How It Works</i>. [DFNDT0005151-4]</p> <p>"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." <i>ViaWeb How It Works</i>. [DFNDT0005151-4]</p> <p>"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." <i>3.0 Release</i>. [DFNDT0005257-8]</p>

<sup>5</sup> See note 1.

<sup>6</sup> See note 1.

Comparison of the U.S. Patent No. 6,629,135 and Viaweb Prior Art

Claim No.	Claim Language of U.S. Patent No. 6,629,135	ViaWeb Prior Art Relevant Disclosures
		<p>"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." <i>ViaWeb Resellers</i>, <a href="http://web.archive.org/web/19970606145058/http://www.viaweb.com/vw/resprog.html">http://web.archive.org/web/19970606145058/http://www.viaweb.com/vw/resprog.html</a> (June 6, 1997 version of <a href="http://www.viaweb.com/vw/resprog.html">www.viaweb.com/vw/resprog.html</a> as archived by the Internet Archive.<sup>5</sup> (hereinafter, "<i>ViaWeb Resellers</i>"). [DFNDT0005263-4]</p> <p>"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." <i>RTML Overview</i>, <a href="http://web.archive.org/web/19970606150606/http://www.viaweb.com/vw/ov.html">http://web.archive.org/web/19970606150606/http://www.viaweb.com/vw/ov.html</a> (June 6, 1997 version of <a href="http://www.viaweb.com/vw/ov.html">www.viaweb.com/vw/ov.html</a> as archived by the Internet Archive.<sup>6</sup> (hereinafter, "<i>RTML Overview</i>"). [DFNDT0005265]</p> <p><i>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.</i></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	<p>"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);</p>

Comparison of the U.S. Patent No. 6,629,135 and Viaweb Prior Art

Claim 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	<p>and others are stores he runs for other Web sites on the Internet." <i>Making Money</i>. [DFNDT0004437]</p> <p>"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." <i>ViaWeb Features</i>. [DFNDT0005148-50]</p> <p>"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." <i>ViaWeb How It Works</i>. [DFNDT0005151-4]</p> <p>"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</p>

Comparison of the U.S. Patent No. 6,629,135 and ViabWeb Prior Art

Claim No.	Claim Language of U.S. Patent No. 6,629,135	ViaWeb Prior Art Relevant Disclosures
		<p>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." <i>ViaWeb How It Works</i>. [DFNDT0005151-4]</p> <p>"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." <i>3.0 Release</i>. [DFNDT0005257-8]</p> <p>"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." <i>ViaWeb Resellers</i>. [DFNDT0005263-4]</p> <p>"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." <i>RTML Overview</i>. [DFNDT0005265]</p> <p>"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</p>

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Comparison of the U.S. Patent No. 6,629,135 and ViabWeb Prior Art

Claim No.	Claim Language of U.S. Patent No. 6,629,135	ViaWeb Prior Art Relevant Disclosures
		<p>sent to a store on our server." <i>ViaWeb How It Works</i>. [DFNDT0005151-4]</p> <p>"Viaweb Store is a combination of an authoring tool and a hosting service:</p> <ul style="list-style-type: none"> <li>You build your store on our server, using an easy point and click interface.</li> <li>There is no software to install: all you need is an ordinary browser.</li> </ul> <p>... 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." <i>ViaWeb How It Works</i>. [DFNDT0005151-4]</p> <p>"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." <i>3.0 Release</i>. [DFNDT0005257-8]</p> <p>"Paul Graham of ViaWeb sells custom Internet stores in his ViaMall site." Paul Edwards, Sarah Edwards, and Linda Rohrbough, <i>Making Money</i>. [DFNDT0004356-004648].</p> <p>"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</p>

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Comparison of the U.S. Patent No. 6,629,135 and ViabWeb Prior Art

Claim No.	Claim Language of U.S. Patent No. 6,629,135	ViaWeb Prior Art Relevant Disclosures
		<p>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." <i>CyberStoreFronts for Rookies</i>. [DFNDT0005069-70]</p> <p>"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." <i>Making Money</i>. [DFNDT0004436]</p> <p>"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." <i>Making Money</i>. [DFNDT0004436]</p> <p>"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</p>

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Comparison of the U.S. Patent No. 6,629,135 and ViabWeb Prior Art

Claim No.	Claim Language of U.S. Patent No. 6,629,135	ViaWeb Prior Art Relevant Disclosures
		<p>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." <i>Making Money</i>. [DFNDT0004484-5]</p> <p>"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." <i>Making Money</i>. [DFNDT0004485]</p> <p>"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-through, the last Web site the user came from before entering the store, and how much each individual purchased.</p>

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Claim 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." <i>Making Money</i> . [DFNDT0004485-6]  Also see DFNDT0005052, 5055-5059, 5071-5080, 5111-5117, 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(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 runs for other Web sites on the Internet." <i>Making Money</i> . [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." <i>ViaWeb Features</i> . [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." <i>ViaWeb How It Works</i> . [DFNDT0005151-4]

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Comparison of the U.S. Patent No. 6,629,135 and ViabWeb Prior Art

Claim No.	Claim Language of U.S. Patent No. 6,629,135	ViaWeb Prior Art Relevant Disclosures
		"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." <i>ViaWeb How It Works</i> . [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." <i>3.0 Release</i> . [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." <i>ViaWeb Resellers</i> . [DFNDT0005263-4]

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Comparison of the U.S. Patent No. 6,629,135 and ViabWeb Prior Art

Claim 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 express directly in HTML, either by hand or with a WYSIWYG authoring tool." <i>RTML Overview</i> . [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." <i>ViaWeb How It Works</i> . [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." <i>ViaWeb How It Works</i> . [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

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Comparison of the U.S. Patent No. 6,629,135 and ViabWeb Prior Art

Claim No.	Claim Language of U.S. Patent No. 6,629,135	ViaWeb Prior Art Relevant Disclosures
		million page views per month." <i>3.0 Release</i> . [DFNDT0005257-8]  "Paul Graham of ViaWeb sells custom Internet stores in his ViaMail site." Paul Edwards, Sarah Edwards, and Linda Rohrbough, <i>Making Money</i> . [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." <i>CyberStoreFronts for Rookies</i> . [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." <i>Making Money</i> . [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 No.	Claim Language of U.S. Patent No. 6,629,135	ViaWeb Prior Art Relevant Disclosures
		<p>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." <i>Making Money</i>. [DFNDT0004436]</p> <p>"Some enterprising entrepreneurs have turned their computer expertise into a way to provide "turnkey" business sites. "Cybermails," 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." <i>Making Money</i>. [DFNDT0004484-5]</p> <p>"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." <i>Making Money</i>. [DFNDT0004485]</p> <p>"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</p>

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Claim No.	Claim Language of U.S. Patent No. 6,629,135	ViaWeb Prior Art Relevant Disclosures
		<p>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-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." <i>Making Money</i>. [DFNDT0004485-6]</p> <p><i>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.</i></p>

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Comparison of U.S. Patent No. 6,629,135 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 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 computer with context sensitive, transparent e-commerce support pages, comprising the steps of:	See Ex. 43A, at 8. See Ex. 44A, at 8. See Ex. 33A, at 8.
8(a)	capturing a look and feel description associated with a host website;	See Ex. 43A, at 8(a). See Ex. 44A, at 8(a). 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). See Ex. 44A, at 8(b). See Ex. 33A, 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. 43A, at 8(c). See Ex. 44A, at 8(c). 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

'399 Patent Claim No.	'399 Patent Claim Language	'135 Patent Claim No.	Corresponding '135 Patent Claim Language (not in order)	Comments
1	A method of an outsource provider serving web pages offering commercial opportunities, the method comprising:	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(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)	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 belongs to one of a plurality of web page owners;	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;	<p>This limitation is inherent in the '135 patent claim because of the parties' agreed claim constructions:</p> <ul style="list-style-type: none"> <li>• "first web page" is defined as "host web page"</li> <li>• "host/owner" is defined as "an operator of a website that engaged in Internet commerce by incorporating one or more links to an e-commerce outsource provider into its web content"</li> <li>• "website" is defined as "one or more related web pages at a location on the World Wide Web"</li> </ul> <p>The "host website" of the '135 patent</p>

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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 Claim No.	'399 Patent Claim Language	'135 Patent Claim No.	Corresponding '135 Patent Claim Language (not in order)	Comments
				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.
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	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;	
1(a)(iii)	wherein the selected merchant, the outsourcing provider, and the owner of the first web page are each third parties with respect to one other;	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:  <ul style="list-style-type: none"> <li>• "first web page" is defined as "host web page"</li> <li>• "host/owner" is defined as "an operator of a website that engaged in Internet commerce by incorporating one or more links to an e-commerce outsourcing provider into its web content"</li> <li>• "merchant" is defined as "producer, distributor, or reseller of goods or services to be sold"</li> <li>• "outsourcing provider / e-commerce outsourcing provider" is defined as "party, independent from the host associated with the commerce object or merchant of the</li> </ul>

Obviousness-Type Double-Patenting Analysis for U.S. Patent No. 7,818,399 compared with U.S. Patent No. 6,629,135

'399 Patent Claim No.	'399 Patent Claim Language	'135 Patent Claim No.	Corresponding '135 Patent Claim Language (not in order)	Comments
				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.
1(b)	automatically retrieving from a storage coupled to the server pre stored data associated with the 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 commerce object associated with 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	

Obviousness-Type Double-Patenting Analysis for U.S. Patent No. 7,818,399 compared with U.S. Patent No. 6,629,135

'399 Patent Claim No.	'399 Patent Claim Language	'135 Patent Claim No.	Corresponding '135 Patent 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(c)(ii)	a plurality of visually perceptible elements derived from the retrieved pre stored data and visually 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 Claim No.	'399 Patent Claim Language	'135 Patent Claim No.	Corresponding '135 Patent Claim Language (not in order)	Comments
19	A system useful in an outsourcing provider serving web pages offering commercial opportunities, the system comprising:	1	An e-commerce outsourcing system providing a host website in communication with a visitor computer with context sensitive, transparent e-commerce support pages, comprising:	
19(a)	a computer store containing data, for each of a plurality of first web pages, defining a plurality of visually perceptible elements, which visually perceptible	1(a)	a data store including a look and feel description associated with a 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

'399 Patent Claim No.	'399 Patent Claim Language	'135 Patent Claim No.	Corresponding '135 Patent Claim Language (not in order)	Comments
	elements correspond to the plurality of first web pages;			elements" is merely a subset of the "look and feel" descriptions or elements claimed by the '135 patent.
19(a)(i)	wherein each of the first web pages belongs to one of a plurality of web page owners;	1(a), 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	This limitation is inherent in the '135 patent claim because of the parties' agreed claim constructions:  <ul style="list-style-type: none"> <li>• "first web page" is defined as "host web page"</li> <li>• "host/owner" is defined as "an operator of a website that engaged in Internet commerce by incorporating one or more links to an e-commerce outsourcing provider into its web content"</li> <li>• "website" is defined as "one or more related web pages at a location on the World Wide Web"</li> </ul> <p>The "host website" of the '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.</p>
19(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	1(c)(iii)	providing the host website with a link for inclusion within a page on the host website correlating the host website with a selected commerce object	
19(a)(iii)	wherein the selected merchant, the	1(a),	a data store including a look and	This limitation is inherent in the '135

Obviousness-Type Double-Patenting Analysis for U.S. Patent No. 7,818,399 compared with U.S. Patent No. 6,629,135

399 Patent Claim No.	399 Patent Claim Language	135 Patent Claim No.	Corresponding 135 Patent Claim Language (not in order)	Comments
	outsourcing 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)	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	patent claim because of the parties' agreed claim constructions:  <ul style="list-style-type: none"> <li>• "host/owner" is defined as "an operator of a website that engaged in Internet commerce by incorporating one or more links to an e-commerce outsourcing provider into its web content"</li> <li>• "merchant" is defined as "producer, distributor, or reseller of goods or services to be sold"</li> <li>• "outsourcing provider / e-commerce outsourcing provider" is defined as "party, independent from the host associated with the commerce object or merchant of the commerce object, that provides e-commerce support services between merchant(s) and host(s)"</li> </ul> <p>These definitions require that (1) none of these parties can exist without the others, and (2) each of these are third parties with respect to one another.</p>
19(b)	a computer server at the outsourcing provider, which computer server is coupled to the computer store and 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 Claim No.	399 Patent Claim Language	135 Patent Claim No.	Corresponding 135 Patent 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 computer user a signal indicating activation of one of the links displayed by one of the first web pages;	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.	
19(b)(ii)	automatically identify as the source page the one of the first web pages on which the link has been activated;	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	

Obviousness-Type Double-Patenting Analysis for U.S. Patent No. 7,818,399 compared with U.S. Patent No. 6,629,135

399 Patent Claim No.	399 Patent Claim Language	135 Patent Claim No.	Corresponding 135 Patent Claim Language (not in order)	Comments
			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 source page, automatically retrieve the stored data corresponding to the source page; and	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.	
19(b)(iv)	using the data retrieved, automatically generate and transmit to the web browser a second web page that displays:	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.	
19(b)(iv)(A)	information associated with the commerce object associated with the link that has been activated, and	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	

Obviousness-Type Double-Patenting Analysis for U.S. Patent No. 7,818,399 compared with U.S. Patent No. 6,629,135

399 Patent Claim No.	399 Patent Claim Language	135 Patent Claim No.	Corresponding 135 Patent Claim Language (not in order)	Comments
			the provided link and with content based on the commerce object 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")<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, of 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 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:	<p>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.</p> <p>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.</p> <p>Moore '575, 3:23-39.</p>
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	<p>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.</p>

<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]

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 U.S. Patent No. 6,330,575 ("Moore '575")
		<p>Moore '575, 10:44-53.</p> <p>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.</p> <p>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.</p> <p>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</p>

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 U.S. Patent No. 6,330,575 ("Moore '575")
		<p>particular page.</p> <p>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.</p> <p>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.</p> <p>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.</p>

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 U.S. Patent No. 6,330,575 ("Moore '575")
		<p>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.</p> <p>Moore '575, 10:59-11:64. See also Figs. 6-13.</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.	<p>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.</p> <p>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.</p> <p>Moore '575, 5:27-48.</p> <p>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</p>

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 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's price, 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, <i>supra</i> .
17(a)	storing a look and feel description associated with a first website in a data store associated with a second website;	See 13(a), <i>supra</i> .
17(b)	including within a web page of the first website, which web page has a look and feel substantially corresponding to the stored look and feel description, a link correlating the web page with a commerce object; and	See 13(b), <i>supra</i> .
17(c)	upon receiving an activation of the link from a visitor computer to which the web page has been served, 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), <i>supra</i> .
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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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 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 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.	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

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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 U.S. Patent No. 6,330,575 ("Moore '575")
		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 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,

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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 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 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.  Moore '575, 5:27-35.

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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")<sup>1</sup>

Based upon the Court's claim construction order [DI 309], the claim interpretations Plaintiff appears to be asserting and the alleged applications of those interpretations to one or more products of Defendants' products in Plaintiff's Amended Infringement Contentions served January 23, 2012, the U.S. Patent No. 6,490,567 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 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]

Comparison of U.S. Patent No. 6,993,572 and U.S. Patent No. 6,490,567 to Gregory ("Gregory '567")

Claim 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 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 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.  <i>See also</i> 13-14, <i>infra</i> .
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 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

Comparison of U.S. Patent No. 6,993,572 and U.S. Patent No. 6,490,567 to Gregory ("Gregory '567")

Claim 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 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. <i>See also</i> Figs. 11-13.
1(d)	whereby the 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 second website.	Rather than operate their own commerce servers, smaller merchants typically purchase electronic commerce services provided by a 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 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

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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 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.  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 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	"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

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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 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 based on the commerce object associated with 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 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.

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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 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, 8:3-52. See also Figs. 11-13.
17	An e commerce outsourcing process comprising the steps of:	See 13, <i>supra</i> .
17(a)	storing a look and feel description associated with a first website in a data store associated with a second website;	See 13(a), <i>supra</i> .
17(b)	including within a web page of the first website, which web page has a look and feel substantially corresponding to the stored look and feel description, a link correlating the web page with a commerce object; and	See 13(b), <i>supra</i> .
17(c)	upon receiving an activation of the link from a visitor computer to which the web page has been served, 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), <i>supra</i> .
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 Purchases button 139. The purchaser selects this button when he is ready to effectuate an electronic transaction whereby the selected products are purchased." Gregory '567, 8:53-57.

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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 No.	Claim Language of U.S. Patent No. 6,993,572	Relevant Disclosure in U.S. Patent No. 6,490,567 ("Gregory '567")
	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: a) a logo associated with and displayed on at least some of the web pages of the first website; b) a color scheme used on at least some of the web pages of the first website; c) a page layout used on at least some of the web pages of the first website; and d) navigational links, used on at least some of the web pages of the first website, each of which links link to specific web pages of the first website.	<p>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.</p> <p>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.</p> <p>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</p>

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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 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.	<p>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.</p> <p>Gregory '567, 8:3-11.</p>

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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")<sup>1</sup>

Based upon the Court's claim construction order [DI 309], the claim interpretations Plaintiff appears to be asserting and the alleged applications of those interpretations to one or more products of Defendants' products in Plaintiff's Amended Infringement Contentions served January 23, 2012, the U.S. Patent No. 6,209,007 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 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;	<p>"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.</p> <p>"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.</p> <p>"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.</p> <p>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.</p> <p>Kelley '007, 9:40-48.</p>

<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. 6,993,572 and U.S. Patent No. 6,209,007 to Kelley ("Kelley '007")

Claim No.	Claim Language of U.S. Patent No. 6,993,572	Relevant Disclosure in U.S. Patent No. 6,209,007 ("Kelley '007")
		<p>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.</p> <p>Kelley '007, 4:66-5:8.</p> <p>300—Locate code. Locate the lines of code in the HTML source code that were selected as search items.</p> <p>310—If HTML? Check if the source code is a HTML source code file.</p> <p>320—If java? Check if a reference to Java code has been found.</p> <p>330—If javascript? Check if any search items have been found in javascript code.</p> <p>340—Extract javascript code. Extract the subset of javascript code that will generate the search items or reference to the search items.</p> <p>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.</p> <p>360—If other language? Check if a reference to other languages have been found that are used to build the web page.</p> <p>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.</p>

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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 No.	Claim Language of U.S. Patent No. 6,993,572	Relevant Disclosure in U.S. Patent No. 6,209,007 ("Kelley '007")
		<p>FIG. 6 describes the steps taken if the located code is a HTML source code file, and the flow chart description is as follows:</p> <p>400--If lists? Check if the search items were found in lists in the HTML source code.</p> <p>405--Extract list data. Extract the HTML source code that is used to build the lists that satisfy the search items.</p> <p>410--Build new lists. Build new HTML source code that will display the lists that satisfy the search items for the web page subset.</p> <p>415--If tables? Check if the search items were found in tables in the HTML source code.</p> <p>420--Extract table data. Extract the HTML source code that is used to build the tables that satisfy the search items.</p> <p>425--Build new tables. Build new HTML source code that will display the tables that satisfy the search items for the web page subset.</p> <p>430--If text? Check if the search items were found in text in the HTML source code.</p> <p>435--Extract the text data. Extract the HTML source code that is used to build the text that satisfy the search items.</p> <p>440--Build new text. Build new HTML source code that will display the text that satisfy the search items for the web page subset.</p> <p>445--If other? Check if other type of HTML source code is used to satisfy the search items. This includes graphic files.</p>

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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 No.	Claim Language of U.S. Patent No. 6,993,572	Relevant Disclosure in U.S. Patent No. 6,209,007 ("Kelley '007")
		<p>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.</p> <p>460--If found? Check if graphic files or other HTML source code is used to satisfy the search items.</p> <p>470--Extract other. Extract the graphic file references and or other HTML source code that satisfies the search items.</p> <p>475--Build other. Build new HTML source code including graphic files that will satisfy the search items for the web page subset.</p> <p>FIG. 7 describes the steps taken if the located code is Java source code, and the flow chart description is as follows:</p> <p>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.</p> <p>510--If successful? Check if there was a successful retrieval of the Java source code.</p> <p>520--Search java code. Search the java source code for the code that is used to satisfy the search items.</p> <p>530--If found? Check if the code is found that is used to satisfy the search items.</p>

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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 No.	Claim Language of U.S. Patent No. 6,993,572	Relevant Disclosure in U.S. Patent No. 6,209,007 ("Kelley '007")
		<p>540--Extract code subset.</p> <p>550--Build new Java source code that will satisfy the search items for the web page subset.</p> <p>FIG. 8 describes the steps taken if the located code is another language, and the flow chart description is as follows:</p> <p>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.</p> <p>610--If found? Check if the other language description was found in the other language table.</p> <p>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.</p> <p>630--If successful? Check if there was a successful retrieval of the other language source code.</p> <p>640--Search for items. Search for the items that were requested in the Boolean search.</p> <p>650--If successful? Check if the search was successful.</p> <p>660--Extract code subset. Extract the subset of the other language code that is used to satisfy the search items.</p>

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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 No.	Claim Language of U.S. Patent No. 6,993,572	Relevant Disclosure in U.S. Patent No. 6,209,007 ("Kelley '007")
		<p>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.</p> <p>Kelley '007, 7:11-8:51. See also Figs. 3-8.</p>
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	<p>"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.</p> <p>See also 4-5, <i>infra</i>.</p>
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;	<p>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.</p> <p>Kelley '007, 3:65-4:10.</p> <p>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.</p>

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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 No.	Claim Language of U.S. Patent No. 6,993,572	Relevant Disclosure in U.S. Patent No. 6,209,007 ("Kelley '007")
		<p>Kelley '007, 4:66-5:8.</p> <p>FIG. 9 describes the construction of a customized web page from multiple sources, and the flow chart description is as follows:</p> <p>700--Start. Start the customized web page from multiple sources process.</p> <p>705--View the page. View the web page from which data will be extracted for the customized web page.</p> <p>710--Select customized web page. Select the customized web page, to which information will be added, from a table of customized web pages.</p> <p>715--If found? Check if the customized web page exists.</p> <p>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.</p> <p>725--Update list. Update the list of customized web pages with the newly created customized web page location which will be on local storage.</p> <p>727--Update customized web page. Update the customized web page with the web page subset.</p> <p>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</p>

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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 No.	Claim Language of U.S. Patent No. 6,993,572	Relevant Disclosure in U.S. Patent No. 6,209,007 ("Kelley '007")
		<p>keeps track of the customized table where it keeps track of the customized web pages, items and addresses of the client.</p> <p>735--If exit? Check if time to exit.</p> <p>740--Exit. Exit the process.</p> <p>FIG. 10 describes the process at the server, and the flow chart description is as follows:</p> <p>800--Start. Start the server process.</p> <p>810--Updates to web pages. The server updates web pages with new URLs.</p> <p>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.</p> <p>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.</p> <p>840--If notify? Check if the owners of the customized web pages indicated that they wish to be notified.</p> <p>850--Send notification. Send the notification to the clients of the customized web pages.</p> <p>860--If direct update? Check if a direct update of the client customized page is indicated.</p> <p>870--Direct file update. The server directly updates the web page on the</p>

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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 No.	Claim Language of U.S. Patent No. 6,993,572	Relevant Disclosure in U.S. Patent No. 6,209,007 ("Kelley '007")
		<p>client.</p> <p>880--End. End the process.</p> <p>Kelley '007, 8:52-9:36. See also Figs. 9-10.</p> <p>1(d) whereby the 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 second website.</p> <p>"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.</p> <p>"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.</p> <p>"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.</p> <p>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.</p> <p>Kelley '007, 9:40-48.</p> <p>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</p>

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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 No.	Claim Language of U.S. Patent No. 6,993,572	Relevant Disclosure in U.S. Patent No. 6,209,007 ("Kelley '007")
		<p>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.</p> <p>Kelley '007, 4:66-5:8.</p> <p>See also 18-21, <i>infra</i>.</p>
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	<p>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 Internet 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 customized 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 has access to the information therein. A screen 12 on client computer 10 is able to display the created customized web pages containing information accessed from other web</p>

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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 No.	Claim Language of U.S. Patent No. 6,993,572	Relevant Disclosure in U.S. Patent No. 6,209,007 ("Kelley '007")
		<p>pages on the network.</p> <p>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).</p> <p>Kelley '007, 4:24-57.</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.	<p>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.</p> <p>Kelley '007, 3:65-4:10.</p> <p>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.</p> <p>Kelley '007, 4:44-47.</p>

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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 No.	Claim Language of U.S. Patent No. 6,993,572	Relevant Disclosure in U.S. Patent No. 6,209,007 ("Kelley '007")
		<p>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.</p> <p>Kelley '007, 4:66-5:8.</p> <p>FIG. 9 describes the construction of a customized web page from multiple sources, and the flow chart description is as follows:</p> <p>700-Start. Start the customized web page from multiple sources process.</p> <p>705-View the page. View the web page from which data will be extracted for the customized web page.</p> <p>710-Select customized web page. Select the customized web page, to which information will be added, from a table of customized web pages.</p> <p>715-If found? Check if the customized web page exists.</p> <p>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.</p> <p>725-Update list. Update the list of customized web pages with the newly created customized web page location which will be on local storage.</p>

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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 No.	Claim Language of U.S. Patent No. 6,993,572	Relevant Disclosure in U.S. Patent No. 6,209,007 ("Kelley '007")
		<p>727-Update customized web page. Update the customized web page with the web page subset.</p> <p>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.</p> <p>735-If exit? Check if time to exit.</p> <p>740-Exit. Exit the process.</p> <p>FIG. 10 describes the process at the server, and the flow chart description is as follows:</p> <p>800-Start. Start the server process.</p> <p>810-Updates to web pages. The server updates web pages with new URLs.</p> <p>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.</p> <p>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.</p> <p>840-If notify? Check if the owners of the customized web pages indicated that they wish to be notified.</p>

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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 No.	Claim Language of U.S. Patent No. 6,993,572	Relevant Disclosure in U.S. Patent No. 6,209,007 ("Kelley '007")
		<p>850-Send notification. Send the notification to the clients of the customized web pages.</p> <p>860-If direct update? Check if a direct update of the client customized page is indicated.</p> <p>870-Direct file update. The server directly updates the web page on the client.</p> <p>880-End. End the process.</p> <p>Kelley '007, 8:52-9:36. See also Figs. 9-10.</p>
17	An e commerce outsourcing process comprising the steps of:	See 13, <i>supra</i> .
17(a)	storing a look and feel description associated with a first website in a data store associated with a second website;	See 13(a), <i>supra</i> .
17(b)	including within a web page of the first website, which web page has a look and feel substantially corresponding to the stored look and feel description, a link correlating the web page with a commerce object; and	See 13(b), <i>supra</i> .
17(c)	upon receiving an activation of the link from a visitor computer to which the web page has been served, 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), <i>supra</i> .
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

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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 No.	Claim Language of U.S. Patent No. 6,993,572	Relevant Disclosure in U.S. Patent No. 6,209,007 ("Kelley '007")
	<p>navigation links, used on at least some of the web pages of the first website, each of which links link to specific web pages of the first website.</p>	<p>web page from the original document." Kelly '007, 1:51-54.</p> <p>"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.</p> <p>"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.</p> <p>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.</p> <p>Kelley '007, 9:40-48.</p> <p>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.</p> <p>Kelley '007, 4:66-5:8.</p>

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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 No.	Claim Language of U.S. Patent No. 6,993,572	Relevant Disclosure in U.S. Patent No. 6,209,007 ("Kelley '007")
21	<p>The process of claim 17 wherein the look and feel description comprises data defining: a) a logo associated with and displayed on at least some of the web pages of the first website; b) a color scheme used on at least some of the web pages of the first website; c) a page layout used on at least some of the web pages of the first website; and d) navigational links, used on at least some of the web pages of the first website, each of which links link to specific web pages of the first website.</p>	<p>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.</p> <p>Kelley '007, 4:66-5:8.</p>
23	<p>The process of claim 17 wherein the commerce object is a set of product categories and further comprising accepting search parameters through the composite web page and using said parameters to search for specific products within the product categories.</p>	

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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 No.	Claim Language of U.S. Patent No. 6,993,572	Relevant Disclosure in PCT Application WO 99146709 to Voorhees ("Voorhees '709")
13	<p>An e-commerce outsourcing system comprising:</p>	<p>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.</p> <p>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.</p> <p>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</p>

<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 No.	Claim Language of U.S. Patent No. 6,993,572	Relevant Disclosure in PCT Application WO 99146709 to Voorhees ("Voorhees '709")
		<p>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.</p> <p>Voorhees '709, 3:23-39.</p> <p>See also, Figs. 1-2, 4:7-12; 8:4-17.</p>
13(a)	<p>a data store including a look and feel description associated with a host web page having a link correlated with a commerce object; and</p>	<p>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, 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 . . . .</p> <p>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. . . .</p> <p>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.</p>

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Claim No.	Claim Language of U.S. Patent No. 6,993,572	Relevant Disclosure in PCT Application WO 99146709 to Voorhees ("Voorhees '709")
		<p>Voorhees '709, 6:21 - 8:3.</p> <p>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. . . .</p> <p>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. . . .</p> <p>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. . . .</p> <p>Voorhees '709, 9:13-11:6.</p> <p>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</p>

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Claim No.	Claim Language of U.S. Patent No. 6,993,572	Relevant Disclosure in PCT Application WO 99146709 to Voorhees ("Voorhees '709")
		<p>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. . . .</p> <p>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</p> <p>Voorhees '709, 10:12-11:9.</p> <p>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.</p> <p>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</p>

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Claim No.	Claim Language of U.S. Patent No. 6,993,572	Relevant Disclosure in PCT Application WO 99146709 to Voorhees ("Voorhees '709")
		<p>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.</p> <p>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.</p> <p>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.</p> <p>Voorhees '709, 15:3-22.</p> <p>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.</p> <p>Voorhees '709, 16:8-12.</p> <p>See also, Figs. 1-2, 3A-3C, 4A-4D.</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(h) a look and feel based on the look and feel	<p>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.</p> <p>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</p>

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Claim No.	Claim Language of U.S. Patent No. 6,993,572	Relevant Disclosure in PCT Application WO 99146709 to Voorhees ("Voorhees '709")
	description in the data store and with content based on the commerce object associated with(h) the link.	<p>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.</p> <p>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.</p> <p>Voorhees '709, 8:4-17.</p> <p>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. . . .</p>

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Claim No.	Claim Language of U.S. Patent No. 6,993,572	Relevant Disclosure in PCT Application WO 99146709 to Voorhees ("Voorhees '709")
		<p>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</p> <p>Voorhees '709, 10:12-11:9.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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</p>

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Claim No.	Claim Language of U.S. Patent No. 6,993,572	Relevant Disclosure in PCT Application WO 99146709 to Voorhees ("Voorhees '709")
		<p>shopper who now views it.</p> <p>Voorhees '709, 15:3-22.</p> <p>See also Figs. 1, 3A-3C, 4A-4D.</p>
17	An e-commerce outsourcing process comprising the steps of:	<p>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.</p> <p>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.</p> <p>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.</p> <p>Voorhees '709, 3:23-39.</p>

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Claim No.	Claim Language of U.S. Patent No. 6,993,572	Relevant Disclosure in PCT Application WO 99146709 to Voorhees ("Voorhees '709")
		<p>See also, Figs. 1-2, 4:7-12; 8:4-17.</p>
17(a)	storing a look and feel description associated with a first website in a data store associated with a second website;	<p>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, 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. . . .</p> <p>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. . . .</p> <p>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.</p> <p>Voorhees '709, 6:21 - 8:3.</p> <p>Database 10 has a dataset for each manufacturer 101, 102, 103, 104, etc. who may provide display objects (boutiques) to be replicated into retail</p>

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Claim No.	Claim Language of U.S. Patent No. 6,993,572	Relevant Disclosure in PCT Application WO 99146709 to Voorhees ("Voorhees '709")
		<p>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. . . .</p> <p>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. . . .</p> <p>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. . . .</p> <p>Voorhees '709, 9:13-11:6.</p> <p>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.</p> <p>Voorhees '709, 16:8-12.</p>
17(b)	including within a web page of the first website, which web page has a look and feel substantially corresponding to the stored look and feel description, a link correlating the web page with a	<p>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</p>

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Claim No.	Claim Language of U.S. Patent No. 6,993,572	Relevant Disclosure in PCT Application WO 99146709 to Voorhees ("Voorhees '709")
	commerce object; and	<p>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. . . .</p> <p>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</p> <p>Voorhees '709, 10:12-11:9.</p> <p>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.</p> <p>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.</p>

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Claim No.	Claim Language of U.S. Patent No. 6,993,572	Relevant Disclosure in PCT Application WO 99146709 to Voorhees ("Voorhees '709")
		<p>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.</p> <p>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.</p> <p>Voorhees '709, 15:3-22.</p> <p>See also Figs. 3A-3C, 4A-4D.</p>
17(c)	upon receiving an activation of the link from a visitor computer to which the web page has been served, sewing to the visitor computer from the second website a composite web page having a look and feel corresponding to the stored look and feel description of the first website and having content based on the commerce object associated with the link.	<p>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.</p> <p>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</p>

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Claim No.	Claim Language of U.S. Patent No. 6,993,572	Relevant Disclosure in PCT Application WO 99146709 to Voorhees ("Voorhees '709")
		<p>complete display from database 10 and database 11.</p> <p>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.</p> <p>Voorhees '709, 8:4-17.</p> <p>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. . . .</p> <p>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</p> <p>Voorhees '709, 10:12-11:9.</p>

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Claim No.	Claim Language of U.S. Patent No. 6,993,572	Relevant Disclosure in PCT Application WO 99146709 to Voorhees ("Voorhees '709")
		<p>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.</p> <p>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.</p> <p>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.</p> <p>Voorhees '709, 15:3-22.</p> <p>See also Figs. 3A-3C, 4A-4D.</p>
20	The process of claim 17 wherein the look and feel	For example, Figs. 4C and 4D provide navigational links for boutiques linking to

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Claim No.	Claim Language of U.S. Patent No. 6,993,572	Relevant Disclosure in PCT Application WO 99146709 to Voorhees ("Voorhees '709")
	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.	specific web pages of the first website.  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 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. 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.

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Claim No.	Claim Language of U.S. Patent No. 6,993,572	Relevant Disclosure in PCT Application WO 99146709 to Voorhees ("Voorhees '709")
		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 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. 4A, some 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

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Claim No.	Claim Language of U.S. Patent No. 6,993,572	Relevant Disclosure in PCT Application WO 99146709 to Voorhees ("Voorhees '709")
		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 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. 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(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 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

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Claim No.	Claim Language of U.S. Patent No. 6,993,572	Relevant Disclosure in PCT Application WO 99146709 to Voorhees ("Voorhees '709")
		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 - 16 1.
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 112. . . .  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. 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.

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Based upon the Court's claim construction order [D1 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 No.	Claim Language of U.S. Patent No. 6,993,572	Relevant Disclosure in PCT Application WO 99146709 to Voorhees ("Voorhees '709")
		Voorhees '709, 15:3-16:1.  See also, Fig. 4C - 4D.

Claim 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")
13	An e-commerce outsourcing system comprising:	<p>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 an 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.</p> <p>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.</p> <p>Wiecha '717, 3:10-28.</p> <p>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.</p>

<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].

Claim 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")
		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	<p>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 providers 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 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;</p> <p>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. . . .</p> <p>FotoFam 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:</p> <p>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)</p>

Claim 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")
		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.
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.	<p>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 an 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.</p> <p>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.</p> <p>Wiecha '717, 3:10-28.</p> <p>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.</p> <p>Wiecha '717, 4:64 - 5:3.</p>

Claim 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'")
		<p>Order Manager and Catalog Browser</p> <p>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: . . .</p> <p>Catalog Browser</p> <p>Browse Product Images, Text and Prices</p> <p>Able to page forward and backward.</p> <p>Quick return to top menu page from any part of the catalog.</p> <p>Quick return to the table of contents from any part of the catalog.</p> <p>Display previous page at top of screen, with links to navigation log.</p> <p>Images are displayed in .BMP format.</p> <p>Two separate image files are kept for OS/2 and Windows. See also "FotoFam," supra.</p> <p>Text the Browser may select zero, one, or more ordered sets of descriptive phrases.</p> <p>Prices</p> <p>Wiecha '717, 8:24-53.</p> <p>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 providers 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;</p> <p>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. . . .</p>

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Claim 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'")
		<p>FotoFam</p> <p>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:</p> <p>Receive, store, and archive source images 282 and text files 252 and 282.</p> <p>First-level validity check of source media 254, 284 and 286.</p> <p>Assign EPS unique filename and update the index files 258, 284.</p> <p>Create master catalog's subchapters and folders, and populate them with the relevant contents 260, 292.</p> <p>Trigger down-stream re-creation or subscription catalogs (see below) when EPS catalog updates occur 260, 292.</p> <p>Process images received from content providers in batch model 256.</p> <p>Delta cropping of image by specifying new crop coordinates 288.</p> <p>Generate multiple resolution versions of images. . . .</p> <p>Wiecha '717, 5:34 - 6:25.</p> <p>See also, Figs. 6-10.</p>

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Claim 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'")
17	An e-commerce outsourcing process comprising the steps of:	<p>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 an 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.</p> <p>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.</p> <p>Wiecha '717, 3:10-28.</p> <p>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.</p> <p>Wiecha '717, 4:14-25.</p> <p>See also, Figs. 3-4, 6, 1:57 - 2:19.</p>
17(a)	storing a look and feel description associated with 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 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;	<p>(Electronic Purchasing Service) master catalog. An overview of this process is shown in FIG. 8, numeral and Text 212 from content providers 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;</p> <p>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. . . .</p> <p>FotoFam</p> <p>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:</p> <p>Receive, store, and archive source images 282 and text files 252 and 282.</p> <p>First-level validity check of source media 254, 284 and 286.</p> <p>Assign EPS unique filename and update the index files 258, 284.</p> <p>Create master catalog's subchapters and folders, and populate them with the relevant contents 260, 292.</p> <p>Trigger down-stream re-creation or subscription catalogs (see below) when EPS catalog updates occur 260, 292.</p> <p>Process images received from content providers in batch model 256.</p> <p>Delta cropping of image by specifying new crop coordinates 288.</p> <p>Generate multiple resolution versions of images. . . .</p> <p>Wiecha '717, 5:34 - 6:25.</p> <p>See also, Figs. 7-10.</p>
17(b)	including within a web page of the first	1. An employee 17 preferably accesses one or more electronic catalogs

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Claim 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 substantially corresponding to the stored look and feel description, a link correlating the web page with a commerce object; and	<p>24 stored on a shadow catalog server 22, accessed via a local area network 20 preferably by means of an 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.</p> <p>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.</p> <p>Wiecha '717, 3:10-28.</p> <p>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.</p> <p>Wiecha '717, 4:64 - 5:3.</p> <p>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.</p>

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Claim 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'")
		<p>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.</p> <p>Two separate image files are kept for OS/2 and Windows. See also "FotoFam," supra.</p> <p>Text the Browser may select zero, one, or more ordered sets of descriptive phrases.</p> <p>Prices.</p> <p>Wiecha '717, 8:24-53.</p> <p>See also, Figs. 3, 6.</p>
17(c)	upon receiving an activation of the link from a visitor computer to which the web page has been served, serving to the visitor computer from the second website a composite web page having a look and feel corresponding to the stored look and feel description of the first website and having content based on the commerce object associated with the link.	<p>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 an 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.</p> <p>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.</p> <p>Wiecha '717, 3:10-28.</p> <p>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)</p>

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Claim 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'")
		<p>156.</p> <p>Wiecha '717, 4:64 - 5:3.</p> <p>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 "FotoFam," supra. Text the Browser may select zero, one, or more ordered sets of descriptive phrases. Prices.</p> <p>Wiecha '717, 8:24-53.</p> <p>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 providers 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;</p>

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Claim 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'")
		<p>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. . . .</p> <p>FotoFam 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:</p> <p>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. . . .</p> <p>Wiecha '717, 5:34 - 6:25.</p> <p>See also, Figs. 6-10.</p>
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.	<p>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.</p> <p>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</p>

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Claim 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 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 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 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")
		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 object is a set of product categories and further comprising accepting search parameters through	Browse Product Images, Text and Prices Able to page forward or backward Quick return to top menu page from any part of the catalog.

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Claim 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 parameters to search for specific products within the product categories.	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 "FotoFam" 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.

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#### 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 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 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 <a href="http://www.travelocity.com">http://www.travelocity.com</a> (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." <i>Travel Services Advertising and Promotion Agreement</i> , June 30, 1997.  See DFNDT000388-412						
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 co-branded elements that were taken from Yahoo!'s website were stored by SABRE Interactive in a data store.  "The following pages within Travelocity will be co-branded for Yahoo!:" <table border="1" data-bbox="1182 1766 1459 1957"> <thead> <tr> <th>Path</th> <th>Page Name</th> </tr> </thead> <tbody> <tr> <td>3 Best</td> <td>ffrqst ffdisp ffprice</td> </tr> <tr> <td>Flights &amp; Prices</td> <td>fpqst fpdisp1 fpdisp2 fppric</td> </tr> </tbody> </table>	Path	Page Name	3 Best	ffrqst ffdisp ffprice	Flights & Prices	fpqst fpdisp1 fpdisp2 fppric
Path	Page Name							
3 Best	ffrqst ffdisp ffprice							
Flights & Prices	fpqst fpdisp1 fpdisp2 fppric							

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Comparison of the U.S. Patent No. 6,993,572 and Travelocity/Yahoo! Prior Art

Claim No.	Claim Language of U.S. Patent No. 6,993,572	Relevant Disclosure in the Travelocity/Yahoo! Prior Art						
		<table border="1"> <tr> <td>Hotels</td> <td>htqrst htavail htdisp htcdnbr1 htcdnbr2</td> </tr> <tr> <td>Cars</td> <td>crqrst crednbr1 crednbr2 crdisp crdetail</td> </tr> <tr> <td>Existing Reservations</td> <td>Exqrst</td> </tr> </table> <p>Yahoo! Travel Booking Engine - High Level Requirements, July 14, 1997, last modified on February 18, 1998. See DFNDT000423-428.</p> <p>"2.1 Yahoo! Travel Page. Yahoo! shall provide a prominent hyperlink on the Yahoo! Travel Page to the Co-Branded Pages described in Section 2.2. Such hyperlink shall be placed above the fold on the Yahoo! Travel Page." Travel Services Advertising and Promotion Agreement, June 30, 1997. See DFNDT000388-412</p> <p>"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.</p> <p>"Travelocity URL's and URL parameter names will be provided to Yahoo! three weeks after start of development. ***</p> <p>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</p>	Hotels	htqrst htavail htdisp htcdnbr1 htcdnbr2	Cars	crqrst crednbr1 crednbr2 crdisp crdetail	Existing Reservations	Exqrst
Hotels	htqrst htavail htdisp htcdnbr1 htcdnbr2							
Cars	crqrst crednbr1 crednbr2 crdisp crdetail							
Existing Reservations	Exqrst							

Comparison of the U.S. Patent No. 6,993,572 and Travelocity/Yahoo! Prior Art

Claim No.	Claim Language of U.S. Patent No. 6,993,572	Relevant Disclosure in the Travelocity/Yahoo! Prior Art
		<p>- Departure date/ departure time - Return date / return time</p> <p>The Yahoo! travel page will include a cars express path. Modify the Travelocity entry point to accept the following parameters: - Pick-up city - Pick-up date / pick-up time - Return date / return time - Number of travelers - Type of car</p> <p>The Yahoo! travel page will include a cars express path. Modify the Travelocity entry point to accept the following parameters: - 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.</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.	<p>SABRE Interactive utilized a processor to serve web pages. More specifically, when the link on the Yahoo! Travel web page was activated, the processor was programmed to serve a web page from the SABRE Interactive web site that had the same look and feel as the Yahoo! web page and had content based on the selected commerce object. Once the hyperlink was activated, SABRE Interactive's website server served a co-branded Yahoo! webpage corresponding to the Yahoo! look and feel in which the visitor was able to carry out travel planning using the selected commerce objects. As far as the scope of the claimed "look and feel" can be determined, the look and feel of the co-branded Yahoo! page served by SABRE Interactive included the Yahoo! logo, colors, travel menus, advertising, and toolbars.</p> <p>"A. Yahoo! operates a search engine and World Wide Web directory under the brand 'Yahoo!'.</p>

Comparison of the U.S. Patent No. 6,993,572 and Travelocity/Yahoo! Prior Art

Claim No.	Claim Language of U.S. Patent No. 6,993,572	Relevant Disclosure in the Travelocity/Yahoo! Prior Art
		<p>B. SI operates a travel booking engine and interactive Internet travel services through its 'Travelocity' site, located at <a href="http://www.travelocity.com">http://www.travelocity.com</a> (the "Travelocity Site").</p> <p>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."</p> <p>Travel Services Advertising and Promotion Agreement, June 30, 1997 (emphasis added). See DFNDT000388-412.</p> <p>"Currently, Yahoo advertising is delivered in a similar manner to Double-Click ads. A URL is embedded in the HTML which links to GIFs stored on the Yahoo ads server. The user's browser will then directly connect to the ads server to obtain the advertisement (GIF):</p> <pre> graph TD     Browser[Browser] --- Internet1((Internet))     Internet1 --- Travelocity[Travelocity]     Internet1 --- Internet2((Internet))     Internet2 --- YahooAds[Yahoo Ads]     </pre> <p>HTML Ads For Yahoo, last modified on 5/11/1998.</p> <p>"(b) User Interface. The Co-Branded Pages shall conform to the graphical user interface utilized by Yahoo! across Yahoo!'s network of branded Internet properties as of the first date of the Exclusivity Period, and Yahoo! shall have the right reasonably to approve the final design of all Co-Branded Pages. Any material changes to the Co-Branded Pages thereafter shall be made upon the mutual agreement of the parties. Yahoo! shall assign one individual to work with SI to ensure that the Co-Branded Pages satisfy Yahoo!'s requirements. Yahoo! will use reasonable best efforts to ensure continuity of Yahoo! personnel involved in the design process. All pages displayed to Yahoo! Site users, other than the Co-Branded Pages, shall conform to the</p>

Comparison of the U.S. Patent No. 6,993,572 and Travelocity/Yahoo! Prior Art


Claim No.	Claim Language of U.S. Patent No. 6,993,572	Relevant Disclosure in the Travelocity/Yahoo! Prior Art
		<p>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.</p> <p>"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."</p> <p>Yahoo!Travel Build your own itinerary, last modified on March 24, 1998. See DFNDT000429-432.</p> <p>"1.1 'Booking Engine' means a database containing availability, schedule, and price information connected to a graphical user interface that allows users of the World Wide Web to make reservations for Travel Services, as a minimum, and complete payment for such Travel Services online. ***</p> <p>(b) User Interface. The Co-Branded Pages shall conform to the graphical user interface utilized by Yahoo! across Yahoo!'s network of branded Internet properties as of the first date of the Exclusivity Period, and Yahoo! shall have the right reasonably to approve the final design of all Co-Branded Pages. Any material changes to the Co-Branded Pages thereafter shall be made upon the mutual agreement of the parties. Yahoo! shall assign one individual to work with SI to ensure that the Co-Branded Pages satisfy Yahoo!'s requirements. Yahoo! will use reasonable best efforts to ensure continuity of Yahoo! personnel involved in the design process. All pages displayed to Yahoo! Site users, other than the Co-Branded Pages, shall conform to the graphical interface utilized by SI, provided however Yahoo! shall have a reasonable right of approval with respect to such interface. ***</p> <p>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</p>



Claim No.	Claim Language of U.S. Patent No. 6,993,572	Relevant Disclosure in the Travelocity/Yahoo! Prior Art
		<p>not include any pages in payment process.”  <i>Travel Services Advertising and Promotion Agreement</i>, June 30, 1997. See DFNDT000388-412.</p> <p>“Because the Yahoo! Travel express page will be hosted on Yahoo!’s site, Yahoo! must have the ability to receive and pass the Session Identification (SID) between Travelocity in order to keep the user’s Travelocity session established. This does not apply for users that have cookie browsers because the SID is stored and retrieved from the cookie.</p> <p style="text-align: center;">***</p> <p>Modify lgbecome.pgd, vars.sub, lgemnew.pgd, lgemcon.pgd, llogin.pgd, lgnwinf.pgd, and lgsplflog.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.”  <i>Yahoo! Travel Booking Engine - Scope Definition</i>, last modified on 8/1/1997. See DFNDT000413-422.</p> <p>“Certain pages within Travelocity will be designated as co-brand. Co-brand means that the pages will look and feel like Yahoo! pages, but will function the same as they do today in terms of required data elements, navigation and flow; except where otherwise indicated in this document. Yahoo! will assign one individual to work with SI to ensure that the co-branded pages satisfy Yahoo!’s requirements.”  <i>Yahoo! Travel Booking Engine - High Level Requirements</i>, July 14, 1997, last modified on February 18, 1998. See DFNDT000423-428.</p> <p>“Several Travelocity pages (fpqst, fpdisp1, fpdisp2, fpprice and bargain) will be designed with the Yahoo! masthead, footer and toolbar.</p> <p>1. All references to Travelocity within the above pages will be modified to reflect Yahoo!Travel.”  <i>Yahoo!Travel Build your own itinerary</i>, last modified on March 24, 1998. See DFNDT000429-432.</p>

Claim No.	Claim Language of U.S. Patent No. 6,993,572	Relevant Disclosure in the Travelocity/Yahoo! Prior Art
		<p>“2.1 Yahoo! Travel Page. Yahoo! shall provide a prominent hyperlink on the Yahoo! Travel Page to the Co-Branded Pages described in Section 2.2. Such hyperlink shall be placed above the fold on the Yahoo! Travel Page.”  <i>Travel Services Advertising and Promotion Agreement</i>, June 30, 1997. See DFNDT000388-412.</p> <p>“Purpose:  To provide the ability to make flight, car and hotel reservations via Travelocity starting from a prominent hyperlink on the Yahoo! Travel Page.”  <i>Yahoo! Travel Booking Engine - High Level Requirements</i>, July 14, 1997, last modified on February 18, 1998. See DFNDT000423-428.</p> <p>“Travelocity URL’s and URL parameter names will be provided to Yahoo! three weeks after start of development.</p> <p style="text-align: center;">***</p> <p>The Yahoo! travel page will include a flight express path. Modify the Travelocity entry point to accept the following parameters:</p> <ul style="list-style-type: none"> <li>- Number of passengers</li> <li>- Leaving from / going to cities</li> <li>- Departure date/ departure time</li> <li>- Return date / return time</li> </ul> <p>The Yahoo! travel page will include a cars express path. Modify the Travelocity entry point to accept the following parameters:</p> <ul style="list-style-type: none"> <li>- Pick-up city</li> <li>- Pick-up date / pick-up time</li> <li>- Return date / return time</li> <li>- Number of travelers</li> <li>- Type of car</li> </ul> <p>The Yahoo! travel page will include a cars express path. Modify the Travelocity entry point to accept the following parameters:</p> <ul style="list-style-type: none"> <li>- Check-in city</li> <li>- Check-in / check-out dates</li> <li>- Number of travelers</li> </ul>

Claim No.	Claim Language of U.S. Patent No. 6,993,572	Relevant Disclosure in the Travelocity/Yahoo! Prior Art
		<p>- Number of rooms”  <i>Yahoo! Travel Booking Engine - Scope Definition</i>, last modified on 8/1/1997.  See DFNDT000413-422.</p>
17	An e-commerce outsourcing process comprising the steps of:	<p>The SABRE Interactive (now Travelocity) co-branded website was an e-commerce outsourcing solution for Yahoo! so that Yahoo! had travel reservation capability under its own name with the same look and feel as its own website.</p> <p>“A. Yahoo! operates a search engine and World Wide Web directory under the brand ‘Yahoo!’.  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.”  <i>Travel Services Advertising and Promotion Agreement</i>, June 30, 1997.  See DFNDT000388-412</p>
17(a)	storing a look and feel description associated with a first website in a data store associated with a second website;	See 13(a), <i>supra</i> .
17(b)	including within a web page of the first website, which web page has a look and feel substantially corresponding to the stored look and feel description, a link correlating the web page with a commerce object; and	See 13(b), <i>supra</i> .
17(c)	upon receiving an activation of the link from a visitor computer to which the web page has been served, 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), <i>supra</i> .

Claim 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.	<p>The co-branded webpages served by SABRE Interactive had at least some of the same navigational links as the Yahoo! website.</p> <p>“2.3 Modify the toolbars to be Yahoo! specific. The rainbow toolbar bar.gif will be modified similar to the Travelocity Highlights toolbar (i.e. CompuServe). This will require template modifications in bar.ctl, givmod.ctl, and givmod.pgd. The modifications will only consist of URL changes back to the Yahoo! site or to existing functionality in Travel Reservations.</p> <p>The gray toolbars grtool1.gif, grtool2.gif, and grtool3.gif, will be modified only to change the ‘Travelocity Home’ option to point to a Yahoo! Travel page. This will be a graphics modification and URL modification only.”  <i>Yahoo! Travel Booking Engine - Scope Definition</i>, last modified on 8/1/1997 (emphasis added). See DFNDT000413-422.</p>
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;	<p>The co-branded webpages served by SABRE Interactive included the Yahoo! logo that is on Yahoo!’s website.</p> <p>“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.  <i>Travel Services Advertising and Promotion Agreement</i>, June 30, 1997. See DFNDT000388-412.</p> <p>Look and feel elements such as the Yahoo! logo are included in the co-branded pages.</p> 

Comparison of the U.S. Patent No. 6,993,572 and Travelocity/Yahoo! Prior Art

Claim No.	Claim Language of U.S. Patent No. 6,993,572	Relevant Disclosure in the Travelocity/Yahoo! Prior Art
		<p>This 'look and feel' will include the Yahoo! logo, the background color, and the toolbars.</p> <p style="text-align: center;">***</p> <p>Each cobranded page will have the Yahoo! masthead (460 wide by 60 high) in place of the Travelocity logo. The IMG SRC to this masthead will point to the Yahoo! site. This will require modification of the pageHeader proc in sbTools.inc. In addition, the pageHeader proc will be modified to provide the Yahoo! background. Lastly, the toolbars will be modified for Yahoo!. This will require modification of the pageFooter proc in sbTools.inc. There are approximately 25 templates that will require cobranding."</p> <p><i>Yahoo! Travel Booking Engine - Scope Definition</i>, last modified on 8/1/1997. See DFNDT000413-422.</p>
21(b)	a color scheme used on at least some of the web pages of the first website;	<p>The co-branded webpages served by SABRE Interactive included the color scheme of the Yahoo! website.</p> <p>"This 'look and feel' will include the Yahoo! logo, the background color, and the toolbars."</p> <p><i>Yahoo! Travel Booking Engine - Scope Definition</i>, last modified on 8/1/1997. See DFNDT000413-422.</p>
21(c)	a page layout used on at least some of the web pages of the first website; and	<p>The co-branded webpages served by SABRE Interactive included a similar layout compared to the Yahoo! website.</p> <p>"(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."</p> <p><i>Travel Services Advertising and Promotion Agreement</i>, June 30, 1997. See DFNDT000388-412.</p> <p>"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</p>

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Comparison of the U.S. Patent No. 6,993,572 and Travelocity/Yahoo! Prior Art

Claim No.	Claim Language of U.S. Patent No. 6,993,572	Relevant Disclosure in the Travelocity/Yahoo! Prior Art
		<p>toolbars will be modified for Yahoo!. This will require modification of the pageFooter proc in sbTools.inc. There are approximately 25 templates that will require cobranding."</p> <p><i>Yahoo! Travel Booking Engine - Scope Definition</i>, last modified on 8/1/1997. See DFNDT000413-422.</p> <p>"Several Travelocity pages (fpqrst, fpdisp1, fpdisp2, fpprice and bargain) will be designed with the Yahoo! masthead, footer and toolbar.</p> <p>1. All references to Travelocity within the above pages will be modified to reflect Yahoo!Travel."</p> <p><i>Yahoo! Travel Build your own itinerary</i>, last modified on March 24, 1998. See DFNDT000429-432.</p>
21(d)	navigational links, used on at least some of the web pages of the first website, each of which links link to specific web pages of the first website.	<p>The co-branded pages served by SABRE Interactive had at least some of the same navigational links as the Yahoo! website.</p> <p>"2.3 Modify the toolbars to be Yahoo! specific. The rainbow toolbar bar.gif will be modified similar to the Travelocity Highlights toolbar (i.e. CompuServe). This will require template modifications in bar.cti, givmod.cti, and givmod.pgd. The modifications will only consist of URL changes back to the Yahoo! site or to existing functionality in Travel.Reservations.</p> <p>The gray toolbars grtool.gif, grtool2.gif, and grtool3.gif, will be modified only to change the "Travelocity Home" option to point to a Yahoo! Travel page. This will be a graphics modification and URL modification only."</p> <p><i>Yahoo! Travel Booking Engine - Scope Definition</i>, last modified on 8/1/1997. See DFNDT000413-422.</p>
23	The process of claim 17 wherein the commerce object is a set of product categories and further comprising accepting search parameters through the composite web page and using said parameters to search for specific products within the product categories.	<p>The visitor from the Yahoo! Travel page could select the airline tickets, car rentals, and hotel reservations product categories. The SABRE Interactive co-branded page could be populated based on parameters (contextual information) supplied by the Yahoo! Travel page.</p> <p>"1.1 'Booking Engine' means a database containing availability, schedule, and price</p>

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Comparison of the U.S. Patent No. 6,993,572 and Travelocity/Yahoo! Prior Art

Claim No.	Claim Language of U.S. Patent No. 6,993,572	Relevant Disclosure in the Travelocity/Yahoo! Prior Art
		<p>information connected to a graphical user interface that allows users of the World Wide Web to make reservations for Travel Services, as a minimum, and complete payment for such Travel Services online."</p> <p><i>Travel Services Advertising and Promotion Agreement</i>, June 30, 1997. See DFNDT000388-412.</p> <p>"Purpose: To provide the ability to make flight, car and hotel reservations via Travelocity starting from a prominent hyperlink on the Yahoo! Travel Page."</p> <p><i>Yahoo! Travel Booking Engine - High Level Requirements</i>, July 14, 1997, last modified on February 18, 1998. See DFNDT000423-428.</p> <p>"Travelocity URL's and URL parameter names will be provided to Yahoo! three weeks after start of development.</p> <p style="text-align: center;">***</p> <p>The Yahoo! travel page will include a flight express path. Modify the Travelocity entry point to accept the following parameters:</p> <ul style="list-style-type: none"> <li>- Number of passengers</li> <li>- Leaving from / going to cities</li> <li>- Departure date/ departure time</li> <li>- Return date / return time</li> </ul> <p>The Yahoo! travel page will include a cars express path. Modify the Travelocity entry point to accept the following parameters:</p> <ul style="list-style-type: none"> <li>- Pick-up city</li> <li>- Pick-up date / pick-up time</li> <li>- Return date / return time</li> <li>- Number of travelers</li> <li>- Type of car</li> </ul> <p>The Yahoo! travel page will include a cars express path. Modify the Travelocity entry point to accept the following parameters:</p> <ul style="list-style-type: none"> <li>- Check-in city</li> <li>- Check-in / check-out dates</li> <li>- Number of travelers</li> </ul>

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Comparison of the U.S. Patent No. 6,993,572 and Travelocity/Yahoo! Prior Art

Claim No.	Claim Language of U.S. Patent No. 6,993,572	Relevant Disclosure in the Travelocity/Yahoo! Prior Art
		<p>- Number of rooms"</p> <p><i>Yahoo! Travel Booking Engine - Scope Definition</i>, last modified on 8/1/1997. See DFNDT000413-422.</p>

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Comparison of U.S. Patent No. 6,993,572 and Digital River Secure Sales System Prior Art<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 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 No.	Claim Language of U.S. Patent No. 6,993,572	Digital River Secure Sales System
13	An e-commerce outsourcing system comprising:	<p>"Digital River's Secure Sales System (SSS) brings together software manufacturers and dealers enabling them to sell and deliver product via the Internet. This service will provide all digital delivery, security, collections and reporting of the sale of software. Throughout this process, it will appear to the consumer as if the transaction is being processed by the manufacturer or dealer while the Digital River SSS is handling the whole transaction "behind the scenes". [sic]</p> <p><i>Digital River - Secure Encrypted Software Distribution</i>, <a href="http://web.archive.org/web/1997/04/12/169754/http://www.digitalriver.com/">http://web.archive.org/web/1997/04/12/169754/http://www.digitalriver.com/</a>; [DR000001-2].</p> <p>"Extend your selling environment Better yet, the entire transaction takes place in the selling environment you've created, surrounded by the look and feel of your identity, with your products presented the way you want them presented, with no competition. Your customers simply hit the purchase icon at your site and the whole process unfolds smoothly. There's no sensation of being suddenly hustled off to another location. Your customers won't end up at some foreign-looking page where they have to hunt to find your product." <i>Digital River - Secure Encrypted Software Distribution</i>, <a href="http://web.archive.org/web/1997/12/10/24519/digitalriver.com/Page3.html">http://web.archive.org/web/1997/12/10/24519/digitalriver.com/Page3.html</a>; [DR000003-4] (emphasis original).</p> <p>Maintain your own identity and branding.</p> <p>Digital River facilitates the sale of your products to your customers. To most consumers, our services often appear as nothing more than a web site "buy" button. But behind this simple device is sophisticated electronic commerce technology which gives consumers the ability to immediately and easily purchase and download the digital products of their choice. As</p>

<sup>1</sup> The Digital River SSS process was offered for sale, sold, and publicly used in connection with more than 500 client websites prior to September 17, 1998. While the referenced steps of the Digital River SSS process were consistently used with respect to these client websites, the specific elements Digital River utilized to create "transparent e-commerce support pages" for its clients varied based upon the specific look and feel of the host (client) website. The documents expressly referenced herein are provided as illustrative examples of the Digital River SSS process as utilized prior to September 17, 1998. Additional documents evidencing the offer for sale, sale and public use of the Digital River SSS process will be produced pursuant to Local Patent Rule 3-4(b).

Comparison of U.S. Patent No. 6,993,572 and Digital River Secure Sales System Prior Art

Claim No.	Claim Language of U.S. Patent No. 6,993,572	Digital River Secure Sales System
		<p>consumers become more savvy, this efficiency of purchase and delivery will become one of the primary advantages of selling digital products over the Internet.</p> <p>When customers want to purchase, they push the "buy" button and are transferred immediately and transparently to the Digital River Central Commerce Server. This retains the "look and feel" of your own site and encourages the customer to buy - easily and quickly. Depending on your preferences and marketing initiatives, buyers can be offered additional cross-sell, up-sell, special offer and bundled products related to their purchases. Credit information is verified, the sale is transacted and the purchases are then downloaded to the buyer.</p> <p><i>Digital River Information Kit at 8 [DR004326].</i></p> <p>"Digital River, Inc. proposes to maintain and develop transparent secure Internet marketing and sales services for Adobe's Web site and products. Services will be provided through Digital River's S3 commerce encryption solution which was designed to manage transactions behind the scenes. . . ." <i>Internet Commerce Services Proposal for Adobe</i>, July 25, 1996; [DR000005-6].</p> <p>[DR004245-66].</p> <p>See also [DR074797-074937] and [DR074670-074796].</p>
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	<p>Flow chart depicting "The Digital River Internet Ordering System (StoryBoard Overview)" and stating "[a]ll ISV and Dealer pages are located on the Digital River Server." [DR000007-12].</p> <p>Flow chart depicting "Level 1" and stating that depicted ISV and Dealer pages "will actually be built 'on-the-fly' as users arrive from various ISV and Dealer web pages using database image and content values . . . The user will be presented with a page on the Digital River Server that is similar in feel to the ISV or Dealer page." [DR000007-12].</p> <p>"Vendor's Delivery Obligations. a. Initial Deliverables. . . Vendor will provide Electronic Distributor with . . . (v) all the items and materials specified in the 'Requirements Checklist' on Exhibit A . . . Exhibit A . . . II Requirements Checklist . . . 7) Trademarks/logos ( gif file). <i>Electronic Software Distribution Agreement between Digital River and Auto F/X Corp.</i> dated July 18, 1996; [DR000013-21]; see also e.g.,</p>

Comparison of U.S. Patent No. 6,993,572 and Digital River Secure Sales System Prior Art

Claim No.	Claim Language of U.S. Patent No. 6,993,572	Digital River Secure Sales System
		<p><i>Email from root to ftpdist@digitalriver.com</i>, dated October 19, 1997; [DR000022] (example of Digital River client "FTP upload notification").</p> <p>"Adobe's customers will be able to access Adobe products at maximum bandwidth from multiple FTP servers." <i>Internet Commerce Services Proposal for Adobe</i>, July 25, 1996; [DR000005-6].</p> <p>"Digital River's Proposed Solution Digital River will manage MathSoft's online store and work with MathSoft's current staff to integrate purchasing options throughout the entire web site to enable customers to purchase products more easily. We will develop all commerce pages using MathSoft's branding and color schemes in an effort to remain as transparent as possible." <i>Digital River Proposal To Mathsoft, Inc.</i>; [DR000023-25] at 2 (emphasis original).</p> <p>12. Implementation Phase 1 - Complete Linked ESD Software Store Company will develop a complete ESD software store with the look and feel of <a href="http://www.outpost.com">www.outpost.com</a>. This store will operate on the Company servers and will be linked from <a href="http://www.outpost.com">www.outpost.com</a>. Company will provide Electronically deliverable software products from over 1000 thousand [sic] publishers.</p> <p>This will be developed and implemented without any cost to Dealer Company will pay Dealer on a monthly basis, under the enclosed payment schedule.</p> <p>Phase 2 - In conjunction with the Phase 1 implementation, Company will identify products that are offered in both the ESD store and in Dealer's inventory. Once these products are identified, Digital Company [sic] will provide a specific url and item detail page which can be linked directly from the product information page within <a href="http://www.outpost.com">www.outpost.com</a>. This will provide Dealer with an integrated solution for offering electronically deliverable products within it's [sic] entire software product mix.</p> <p>Phase 1 margins and costs also apply to Phase 2.</p> <p>Phase 3 - Within a reasonable timeframe, Company will also offer a completely integrated solution in it's [sic] Electronic Drop-Ship program. This will enable Dealer to completely</p>

Comparison of U.S. Patent No. 6,993,572 and Digital River Secure Sales System Prior Art

Claim No.	Claim Language of U.S. Patent No. 6,993,572	Digital River Secure Sales System
		<p>integrate the Company products into the sales process at <a href="http://www.outpost.com">www.outpost.com</a>. This would allow for ESD products to be mixed with Dealer physical shipments in the same shopping basket on <a href="http://www.outpost.com">www.outpost.com</a>. This option will require a development effort by Dealer, and can be launched at a later time."</p> <p><i>Cyberian Outpost, Inc. Dealer Agreement effective March 30, 1998 at 3-4 [DR059440- DR059447].</i></p> <p>We can help you from development to post-sale.</p> <p>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.</p> <p>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.</p> <p><i>Digital River Information Kit at 10 [DR004328].</i></p> <p>"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.</p> <p>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</p>

Claim No.	Claim Language of U.S. Patent No. 6,993,572	Digital River Secure Sales System
		<p>increase revenues. Your second option is to make these changes yourself in DR's system through a private, secure URL." <i>Digital River's Percentage of Sales Model - A Value Proposition</i>; [DR000026-27] at 2 (emphasis original).</p> <p><i>Welcome to Bitstream, Inc.</i>, <a href="http://web.archive.org/web/19961019044742/www2.digitalriver.com/bit/index.html">http://web.archive.org/web/19961019044742/www2.digitalriver.com/bit/index.html</a>; and as reconstructed inserting referenced .gif files; [DR000028-31], [DR000032], [DR026692], [DR026693], [DR026694].</p> <p>[DR034615-16] ("look and feel" data associated with source page Digital Frontiers stored on DR server).</p> <p>[DR034606-07] ("look and feel" data associated with source page Bitstream stored on DR server).</p> <p>[DR026733-36] (checklist detailing capture procedure).</p> <p>[DR074637-074669].</p>

Claim No.	Claim Language of U.S. Patent No. 6,993,572	Digital River Secure Sales System
13(b)	<p>a computer processor coupled to the data store and in communication through the Internet with the host web page and programmed, upon receiving an indication that the link has been activated by a visitor computer in Internet communication with the host web page, to serve a composite web page to the visitor computer with a look and feel based on the look and feel description in the data store and with content based on the commerce object associated with the link.</p>	<p>"After clicking on the "Buy Button", the enduser is transferred to a Web store hosted on Digital River's commerce network server ("CNS"), which replicates the look and feel of the client Web site." [DR037478-DR037479].</p>

Claim No.	Claim Language of U.S. Patent No. 6,993,572	Digital River Secure Sales System
		<p>DIGITAL RIVER COMMERCIAL NETWORK 1998552</p> <p>August 11, 1998 Prospectus at 2 [DR074557-074636].</p> <p>"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</p>

Claim No.	Claim Language of U.S. Patent No. 6,993,572	Digital River Secure Sales System
		<p>manuals or more of your software. And it all takes place during a single purchase process. Digital River has created seamless continuity." <i>Digital River - Secure Encrypted Software Distribution</i>, <a href="http://web.archive.org/web/19971221024519/digitalriver.com/Page3.html">http://web.archive.org/web/19971221024519/digitalriver.com/Page3.html</a>; [DR000003-4] (emphasis original).</p> <p>"Digital River's Secure Sales System (SSS) brings together software manufacturers and dealers enabling them to sell and deliver product via the Internet. This service will provide all digital delivery, security, collections and reporting of the sale of software. Throughout this process it will appear to the consumer as if the transaction is being processed by the manufacturer or dealer while Digital River SSS is handling the whole transaction "behind the scenes". [sic] <i>Digital River - Secure Encrypted Software Distribution</i>, <a href="http://web.archive.org/web/19970412100754/http://www.digitalriver.com/">http://web.archive.org/web/19970412100754/http://www.digitalriver.com/</a>; [DR000001-2].</p> <p>"Digital River will develop and manage an online store for IMSI for the purpose of offering MasterClips products for sale on the <a href="http://www.masterclips.com">www.masterclips.com</a> web site. These products will include: up to 300,000 MasterClips images and clipart, 40,000 images under license from Corel and assorted applications from the IMSI selection of software. This store will be designed to mirror the look and feel of <a href="http://www.masterclips.com">www.masterclips.com</a> and will contain a complete commerce system for online product delivery." <i>IMSI/Digital River Online Store for Masterclips Products Software Superstore linked to www.masterclips.com</i>, dated December 16, 1997; [DR000063-64].</p> <p>"[W]e provide an electronic commerce solution for your website. We emulate the look and feel of your site so an end-user can come in and pay for product via a secure credit card solution and download the product directly." <i>Letter from Digital River to Kathy Haynes of Traveling Software</i>, dated September 11, 1997; [DR000065].</p> <p>"Consistent Look and Feel between Store and Home Site Customers will have the ability to click a 'buy button' from any number of places within <a href="http://www.ea.com">www.ea.com</a> and will be linked to a complete store, or a specific product detail page. All of the Commerce pages will carry the branding, look and feel of <a href="http://www.ea.com">www.ea.com</a>. This consistent look and feel is essential to a smooth customer experience, and will promote high conversion ratios.</p>

Comparison of U.S. Patent No. 6,993,572 and Digital River Secure Sales System Prior Art

Claim No.	Claim Language of U.S. Patent No. 6,993,572	Digital River Secure Sales System
		<p>For every product page within <a href="http://www.ea.com">www.ea.com</a>, Digital River can provide EA with specific URL's for direct product links. This will allow users to shop direction on <a href="http://www.ea.com">www.ea.com</a>, and have the ability to purchase product at any time. The page presented will have a single produce listed, and will be linked directly to the shopping basket. For an example of such a product page, please refer to Figure 2 [sic].</p> <p>In addition, Digital River will develop an online store featuring all of EA's products. Like the current EA Store, users can search by product category, key words, or platform. Product specials or new products can be featured on the front page of this store to provide for greater attention. For an example of how the EA Store might look, please refer to Figure 2." <i>Digital River Proposal Summary</i>, April 29, 1998; [DR000066-72] (emphasis original).</p> <p>"Using its CNS platform, the Company creates Web stores for its clients that replicate the look and feel of such client's own Web sites. End-users browse for products and make purchases online, and, once purchases are made, the Company delivers the products directly to the end-users, primarily through ESD." BancAmerica, <i>Digital River, Inc., Initiating Coverage of Emerging Software E-Business Franchise</i>, September 8, 1998; [DR000073-79].</p> <p>As explained above, the specific elements contained on the e-commerce supported web pages corresponding to the captured "look and feel description" of the host (client) website vary based upon the look and feel of the host website. Such elements utilized in the Digital River SSS process include: top banners utilizing host logos and/or names, and hypertext links to host webpages; left side navigation buttons; footers utilizing host logos and/or names, hypertext links to host webpages, and copyright notices; color schemes consistent with those utilized in host websites, including background, font, and graphics color schemes; and page layout consistent with host website. Examples of the use of such elements include:</p> <p><i>Welcome to Bitstream, Inc.</i>, <a href="http://web.archive.org/web/19961019044742/www2.digitalriver.com/bit/index.htm">http://web.archive.org/web/19961019044742/www2.digitalriver.com/bit/index.htm</a>; and as reconstructed inserting referenced .gif files; [DR000028-31], [DR0000032]; see also <i>Facsimile from Andrea Rizzo of Bitstream, Inc.</i>, dated January 24, 1997; [DR000080-86] (forwarding copies of individual Digital River maintained pages for Bitstream online ordering system);</p> <p><i>Seattle Support Group</i>, <a href="http://www.digitalriver.com/digitalriver/Welcome.qry?type=1&amp;id=1001">http://www.digitalriver.com/digitalriver/Welcome.qry?type=1&amp;id=1001</a>; and <a href="http://www.digitalriver.com/digitalriver/insertitem.qry?function=insert&amp;item=CDPLV1-TOTW">http://www.digitalriver.com/digitalriver/insertitem.qry?function=insert&amp;item=CDPLV1-TOTW</a>;</p>

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Claim No.	Claim Language of U.S. Patent No. 6,993,572	Digital River Secure Sales System
		<p>[DR000039-50] (Correspondence from Yasuo Noshiro, dated August 2, 1996);</p> <p><i>I<sup>st</sup> Software</i>, <a href="http://www3.digitalriver.com/cgi-bin...A1&amp;UserReference=88DE7E7C7E9BB083A">http://www3.digitalriver.com/cgi-bin...A1&amp;UserReference=88DE7E7C7E9BB083A</a>; [DR000087-88];</p> <p><i>Rom Scott, Inc. Software Store</i>, <a href="http://www.digitalriver.com/dr/v2/ec_MAIN.Entry10?PN=1&amp;SP=10023&amp;V1=10295">http://www.digitalriver.com/dr/v2/ec_MAIN.Entry10?PN=1&amp;SP=10023&amp;V1=10295</a>; [DR000089];</p> <p><i>Arrow Publishing Software Store</i>, <a href="https://www.digitalriver.com/v2...c_MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-">https://www.digitalriver.com/v2...c_MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-</a>; [DR000090];</p> <p><i>DTP Direct Software Store</i>, <a href="https://www.digitalriver.com/dr...e_MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-">https://www.digitalriver.com/dr...e_MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-</a>; [DR000091];</p> <p><i>Integratech Software Software Store</i>, <a href="https://www.digitalriver.com/v2...c_Main.Entry9?SP=10039&amp;PN=1&amp;sl=-">https://www.digitalriver.com/v2...c_Main.Entry9?SP=10039&amp;PN=1&amp;sl=-</a>; [DR000092];</p> <p><i>Innovation Multimedia Software Store</i>, <a href="https://www.digitalriver.com/v2...c_MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-">https://www.digitalriver.com/v2...c_MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-</a>; [DR000093];</p> <p><i>Zask Software Store</i>, <a href="http://www3.digitalriver.com/cgi-bin...C958CCE254093&amp;function=search_prod">http://www3.digitalriver.com/cgi-bin...C958CCE254093&amp;function=search_prod</a>; [DR000094];</p> <p><i>North Beach Labs Software Store</i>, <a href="http://www.digitalriver.com/dr/v2/ec_MAIN.Entry?SP=10007&amp;CID=0&amp;SID=66">http://www.digitalriver.com/dr/v2/ec_MAIN.Entry?SP=10007&amp;CID=0&amp;SID=66</a>; [DR000095];</p> <p><i>Welcome to Blue Byte Software, Inc. Ordering System</i>, <a href="http://www3.digitalriver.com/cgi-bin/Tango.cgi/esd/Blubyte/welcome.qry">http://www3.digitalriver.com/cgi-bin/Tango.cgi/esd/Blubyte/welcome.qry</a>; [DR000096-97];</p> <p><i>Auto FAX Corporation Software Store</i>, <a href="http://www.digitalriver.com/dr/v2/ec_main.entry?sp=10007&amp;cid=0&amp;sid=29">http://www.digitalriver.com/dr/v2/ec_main.entry?sp=10007&amp;cid=0&amp;sid=29</a>; [DR000098-100];</p> <p><i>SFS Software Software Store</i>.</p>

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Claim No.	Claim Language of U.S. Patent No. 6,993,572	Digital River Secure Sales System
		<p><a href="http://www.digitalriver.com/dr/v2/ec_MAIN.Entry10?PN=1&amp;SP=10023&amp;V1=10952">http://www.digitalriver.com/dr/v2/ec_MAIN.Entry10?PN=1&amp;SP=10023&amp;V1=10952</a>; [DR000101];</p> <p><i>Sapient Software Software Store</i>, <a href="http://www.digitalriver.com/dr/v2/ec_MAIN.Master">http://www.digitalriver.com/dr/v2/ec_MAIN.Master</a>; [DR000102-103];</p> <p><i>Buycomp.com</i>, <a href="http://www.digitalriver.com/dr/v2/ec_MAIN.Entry10?V1=10029&amp;PN=1&amp;cid=5452">http://www.digitalriver.com/dr/v2/ec_MAIN.Entry10?V1=10029&amp;PN=1&amp;cid=5452</a>; [DR000104-111];</p> <p><i>DTP Direct</i>, <a href="http://www4.digitalriver.com/cgi-bin/Tango2.cgi/dealer/dpdirect/home/qry?d=1020&amp;level=-">http://www4.digitalriver.com/cgi-bin/Tango2.cgi/dealer/dpdirect/home/qry?d=1020&amp;level=-</a>; [DR000112];</p> <p><i>Lucia Font Family</i>, <a href="http://www3.digitalriver.com/cgi-bin/Tango3.cgi/digitalriver/yandyse/detail.qry?set=Lucia2">http://www3.digitalriver.com/cgi-bin/Tango3.cgi/digitalriver/yandyse/detail.qry?set=Lucia2</a>; [DR000113-115];</p> <p><i>Digital River Proposal Summary</i>, April 29, 1998, Figures 1, 2; [DR000066-72];</p> <p><i>MICROPROSE</i>; [DR001002-1003];</p> <p><a href="http://www.digitalriver.com/dr/v2...IN.Entry10?SP=10023&amp;PN=1&amp;V1=101760">http://www.digitalriver.com/dr/v2...IN.Entry10?SP=10023&amp;PN=1&amp;V1=101760</a>; [DR001247];</p> <p><i>Adapteq, Inc.</i>, <a href="http://www.digitalriver.com/dr/v2/ec_main.entry?sid=6734&amp;sp=10007&amp;cid=0">http://www.digitalriver.com/dr/v2/ec_main.entry?sid=6734&amp;sp=10007&amp;cid=0</a>; [DR002313];</p> <p><i>Sapient Software</i>, <a href="http://www.digitalriver.com/dr/v2/ec_MAIN.Master">http://www.digitalriver.com/dr/v2/ec_MAIN.Master</a>; [DR011752-11753];</p> <p><i>SFS Software</i>, <a href="http://www.digitalriver.com/dr/v2/ec_MAIN.Entry10?PN=1&amp;SP=10023&amp;V1=10952">http://www.digitalriver.com/dr/v2/ec_MAIN.Entry10?PN=1&amp;SP=10023&amp;V1=10952</a>; [DR011948];</p> <p><i>Ostis Software</i>; <a href="https://www.digitalriver.com/dr/v2/ec_MAIN.Entry11?SP=10039&amp;PN=1">https://www.digitalriver.com/dr/v2/ec_MAIN.Entry11?SP=10039&amp;PN=1</a>; [DR012171];</p> <p><i>Net Nammy</i>; <a href="https://www.digitalriver.com/v2...c_MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-">https://www.digitalriver.com/v2...c_MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-</a>; [DR012399];</p> <p><i>Nesbitt Software Corporation</i>, <a href="http://www.digitalriver.com/dr/v2/ec_MAIN.Master">http://www.digitalriver.com/dr/v2/ec_MAIN.Master</a>; [DR012486-12487];</p> <p><i>Sunbow International, Inc.</i>;</p>

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Claim No.	Claim Language of U.S. Patent No. 6,993,572	Digital River Secure Sales System
		<p><a href="http://www.digitalriver.com/dr/v2/ec_MAIN.Entry10?PN=1&amp;SP=10023&amp;V1=19980">http://www.digitalriver.com/dr/v2/ec_MAIN.Entry10?PN=1&amp;SP=10023&amp;V1=19980</a>; [DR012586];</p> <p><i>Tympani Development</i>, <a href="http://www4.digitalriver.com/digitalriver/tympani/basket.htm">http://www4.digitalriver.com/digitalriver/tympani/basket.htm</a>; [DR013400-13401]; [DR013404-13410];</p> <p><i>Valley of Fire Software</i>, <a href="http://www.digitalriver.com/dr/v2/ec_MAIN.Entry11?SP=10039&amp;PN=1">http://www.digitalriver.com/dr/v2/ec_MAIN.Entry11?SP=10039&amp;PN=1</a>; [DR013718-13720];</p> <p><i>Virtus Corporation</i>, <a href="http://www4.digitalriver.com/cgi-bin/Tango.cgi/digitalriver/virtus/welcome.qry">http://www4.digitalriver.com/cgi-bin/Tango.cgi/digitalriver/virtus/welcome.qry</a>; [DR013998-14003]; [DR014005-14007];</p> <p><i>Jan's Journeys</i>, <a href="http://www3.digitalriver.com/cgi-bin/Tango.cgi/esd/Webering/insertitem.qry?_UserReference=-">http://www3.digitalriver.com/cgi-bin/Tango.cgi/esd/Webering/insertitem.qry?_UserReference=-</a>; [DR014211];</p> <p><i>Wheeler Arts</i>, <a href="http://www.digitalriver.com/dr/v2/ec_MAIN.Entry?SID=748&amp;SP=10007&amp;CID=0">http://www.digitalriver.com/dr/v2/ec_MAIN.Entry?SID=748&amp;SP=10007&amp;CID=0</a>; [DR014452-14453];</p> <p><i>Whirlwind Technologies</i>, <a href="http://www3.digitalriver.com/cgi-bin...digitalriver/whirlwind/welcome.qry">http://www3.digitalriver.com/cgi-bin...digitalriver/whirlwind/welcome.qry</a>; [DR014553-14555];</p> <p><i>Wilson Learning Corporation</i>, <a href="https://www.digitalriver.com/dr/v2/ec_MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-">https://www.digitalriver.com/dr/v2/ec_MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-</a>; [DR014746-14747];</p> <p><i>Wilson Learning Corporation</i>, <a href="https://www.digitalriver.com/dr/v2/ec_MAIN.Entry11?SP=10039&amp;PN=1">https://www.digitalriver.com/dr/v2/ec_MAIN.Entry11?SP=10039&amp;PN=1</a>; [DR014794];</p> <p><i>Cyber 411</i>, <a href="http://www3.digitalriver.com/cgi-bin...2AC16A60DCD29&amp;function=search_prod">http://www3.digitalriver.com/cgi-bin...2AC16A60DCD29&amp;function=search_prod</a>; [DR015415];</p> <p><i>Encore Multimedia</i>, <a href="https://www.digitalriver.com/v2...c_MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-">https://www.digitalriver.com/v2...c_MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-</a>; [DR015956];</p> <p><i>Extensis PhotoTools</i>, <a href="http://www3.digitalriver.com/cgi-bin...SFAA5AEAB59B66B0&amp;detail=phototools">http://www3.digitalriver.com/cgi-bin...SFAA5AEAB59B66B0&amp;detail=phototools</a>; [DR016261-16268]; [DR016300-16305];</p>

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Claim No.	Claim Language of U.S. Patent No. 6,993,572	Digital River Secure Sales System
		<p><i>Peach Systems</i>, <a href="http://www.digitalriver.com/dr/v2/ec_MAIN.Entrv10?PN=1&amp;SP=10023&amp;v1=114/9;">http://www.digitalriver.com/dr/v2/ec_MAIN.Entrv10?PN=1&amp;SP=10023&amp;v1=114/9;</a> [DR016499];</p> <p><i>Peak Technology Ltd.</i>, <a href="http://www.digitalriver.com/v20/plsq/ec_Main.Entrv?SP=10007&amp;SID=15008&amp;CID=0;">http://www.digitalriver.com/v20/plsq/ec_Main.Entrv?SP=10007&amp;SID=15008&amp;CID=0;</a> [DR016550-16552];</p> <p><i>PIM Sarl</i>, <a href="https://www.digitalriver.com/dr/v2/ec_MAIN.Entrv1?SP=10039&amp;PN=1;">https://www.digitalriver.com/dr/v2/ec_MAIN.Entrv1?SP=10039&amp;PN=1;</a> [DR016751; DR016754-16755];</p> <p><i>PY Software, Inc.</i>, <a href="http://www.digitalriver.com/dr/v2/ec_MAIN.Entrv10?PN=1&amp;SP=10023&amp;V1=20061;">http://www.digitalriver.com/dr/v2/ec_MAIN.Entrv10?PN=1&amp;SP=10023&amp;V1=20061;</a> [DR017056];</p> <p><i>RBC, Inc.</i>, <a href="https://www.digitalriver.com/v2...c_MAIN.Entrv?SP=10039&amp;PN=1&amp;sl=-">https://www.digitalriver.com/v2...c_MAIN.Entrv?SP=10039&amp;PN=1&amp;sl=-</a>; [DR017278];</p> <p><i>JP Software, Inc.</i>, <a href="http://www3.digitalriver.com/cgi-bin/Tango.cgi/digitalriver/insoft/welcome.ary;">http://www3.digitalriver.com/cgi-bin/Tango.cgi/digitalriver/insoft/welcome.ary;</a> [DR018176];</p> <p><i>Sonera Technologies</i>, <a href="http://www3.digitalriver.com/cgi-bin/Tango6.cgi/esd/sonera/welcome.ary;">http://www3.digitalriver.com/cgi-bin/Tango6.cgi/esd/sonera/welcome.ary;</a> [DR018642];</p> <p><i>DisplayMate for Windows</i>, <a href="http://www3.digitalriver.com/cgi-bin/Tango...erence=2BD41D0878A00990&amp;prod=STD-60001-A1;">http://www3.digitalriver.com/cgi-bin/Tango...erence=2BD41D0878A00990&amp;prod=STD-60001-A1;</a> [DR018643];</p> <p><i>Southern Software, Inc.</i>, <a href="http://www.digitalriver.com/dr/v2/ec_MAIN.Entrv10?PN=1&amp;SP=10023&amp;V1=19052;">http://www.digitalriver.com/dr/v2/ec_MAIN.Entrv10?PN=1&amp;SP=10023&amp;V1=19052;</a> [DR018660];</p> <p><i>Spectrum Unlimited</i>, <a href="http://www.digitalriver.com/dr/v2/ec_Main.Entrv?SP=10007&amp;SID=399&amp;CID=0&amp;CUR=840;">http://www.digitalriver.com/dr/v2/ec_Main.Entrv?SP=10007&amp;SID=399&amp;CID=0&amp;CUR=840;</a> [DR019032];</p> <p><i>Cat Computer Services (P) Ltd.</i>,</p>

Comparison of U.S. Patent No. 6,993,572 and Digital River Secure Sales System Prior Art

Claim No.	Claim Language of U.S. Patent No. 6,993,572	Digital River Secure Sales System
		<p><a href="https://www.digitalriver.com/v2...c_MAIN.Entrv?SP=10039&amp;PN=1&amp;sl=-">https://www.digitalriver.com/v2...c_MAIN.Entrv?SP=10039&amp;PN=1&amp;sl=-</a>; [DR019161];</p> <p><i>Cloud Dragon Designs</i>, <a href="http://www.digitalriver.com/v20...IN.Entrv1?sp=10007&amp;PN=1&amp;xid=57;">http://www.digitalriver.com/v20...IN.Entrv1?sp=10007&amp;PN=1&amp;xid=57;</a> [DR019348];</p> <p><i>Cloud Dragon Designs</i>, <a href="http://www3.digitalriver.com/cgi-bin/Ta...ence=EECF0FF7BC4E7715&amp;function=continue;">http://www3.digitalriver.com/cgi-bin/Ta...ence=EECF0FF7BC4E7715&amp;function=continue;</a> [DR019354-19357];</p> <p><i>QRSMusic</i>, <a href="https://www.digitalriver.com/v2...c_MAIN.Entrv?SP=10039&amp;PN=1&amp;sl=-">https://www.digitalriver.com/v2...c_MAIN.Entrv?SP=10039&amp;PN=1&amp;sl=-</a>; [DR020394];</p> <p><i>QRSMusic</i>, <a href="http://www3.digitalriver.com/cgi-bin/Tango.cgi/esd/QRSMusic/welcome.ary?">http://www3.digitalriver.com/cgi-bin/Tango.cgi/esd/QRSMusic/welcome.ary?</a> [DR020395-20398];</p> <p><i>PHD Computer Consultants Ltd.</i>, <a href="https://www.digitalriver.com/dr/v2/ec_main.entry?sp=10007&amp;cid=0&amp;sid=237;">https://www.digitalriver.com/dr/v2/ec_main.entry?sp=10007&amp;cid=0&amp;sid=237;</a> [DR020584];</p> <p><i>ParaMind</i>, <a href="http://www.digitalriver.com/v2...c_MAIN.Entrv?SP=10039&amp;PN=1&amp;sl=-">http://www.digitalriver.com/v2...c_MAIN.Entrv?SP=10039&amp;PN=1&amp;sl=-</a>; [DR020638];</p> <p><i>Cyber 411</i>, <a href="http://www3.digitalriver.com/cgi-b...2AC16A60DCD29&amp;function=search_prod;">http://www3.digitalriver.com/cgi-b...2AC16A60DCD29&amp;function=search_prod;</a> [DR020696];</p> <p><i>Fixed It! Software</i>, <a href="https://www.digitalriver.com/v2...c_MAIN.Entrv?SP=10039&amp;PN=1&amp;sl=-">https://www.digitalriver.com/v2...c_MAIN.Entrv?SP=10039&amp;PN=1&amp;sl=-</a>; [DR020730];</p> <p><i>Forward Design</i>, <a href="https://www.digitalriver.com/v2...c_MAIN.Entrv?SP=10039&amp;PN=1&amp;sl=-">https://www.digitalriver.com/v2...c_MAIN.Entrv?SP=10039&amp;PN=1&amp;sl=-</a>; [DR020807];</p> <p><i>Global Majic Software, Inc.</i>, <a href="http://www3.digitalriver.com/cgi-bin/Tango.cgi/digitalriver/gms/welcome.ary;">http://www3.digitalriver.com/cgi-bin/Tango.cgi/digitalriver/gms/welcome.ary;</a> [DR020915-20916];</p> <p><i>Global Majic Software, Inc.</i>, <a href="https://www.digitalriver.com/v20/plsq/ec_Main.Entrv?SP=10039&amp;PN=1&amp;sl=-">https://www.digitalriver.com/v20/plsq/ec_Main.Entrv?SP=10039&amp;PN=1&amp;sl=-</a>; [DR020931]</p> <p><i>Global Majic Software, Inc.</i>, <a href="http://www.digitalriver.com/v20...IN.Entrv?SID=129&amp;SP=10007&amp;CID=0;">http://www.digitalriver.com/v20...IN.Entrv?SID=129&amp;SP=10007&amp;CID=0;</a></p>

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Claim No.	Claim Language of U.S. Patent No. 6,993,572	Digital River Secure Sales System
		<p>[DR020932-20933];</p> <p><i>IDM Computer Services</i>, <a href="https://www.digitalriver.com/v2...c_MAIN.Entrv?SP=10039&amp;PN=1&amp;sl=-">https://www.digitalriver.com/v2...c_MAIN.Entrv?SP=10039&amp;PN=1&amp;sl=-</a>; [DR021425];</p> <p><i>Incline Software, LC</i>, <a href=".../ec_MAIN.Entrv?SP=10007&amp;SID=30196&amp;CID=0&amp;CUR=840&amp;DSP=0&amp;PGRP=0&amp;CACHE_ID;">.../ec_MAIN.Entrv?SP=10007&amp;SID=30196&amp;CID=0&amp;CUR=840&amp;DSP=0&amp;PGRP=0&amp;CACHE_ID;</a> [DR021508];</p> <p><i>Innovation Multimedia</i>, <a href="https://www.digitalriver.com/v2...c_MAIN.Entrv?SP=10039&amp;PN=1&amp;sl=-">https://www.digitalriver.com/v2...c_MAIN.Entrv?SP=10039&amp;PN=1&amp;sl=-</a>; [DR021688];</p> <p><i>Intelligent Technologies</i>, <a href="https://www.digitalriver.com/v2...c_MAIN.Entrv?SP=10039&amp;PN=1&amp;sl=-">https://www.digitalriver.com/v2...c_MAIN.Entrv?SP=10039&amp;PN=1&amp;sl=-</a>; [DR021824];</p> <p><i>InterDimensions Corp.</i>, <a href="https://www.digitalriver.com/v2...c_MAIN.Entrv?SP=10039&amp;PN=1&amp;sl=-">https://www.digitalriver.com/v2...c_MAIN.Entrv?SP=10039&amp;PN=1&amp;sl=-</a>; [DR021884];</p> <p><i>IrwinWare</i>, <a href="http://www.digitalriv.../ec_MAIN.Entrv17c?SP=10007&amp;PN=5&amp;CID=0&amp;SID=546&amp;PID=24147;">http://www.digitalriv.../ec_MAIN.Entrv17c?SP=10007&amp;PN=5&amp;CID=0&amp;SID=546&amp;PID=24147;</a> [DR021996];</p> <p><i>Olympus America, Inc.</i>, <a href="http://www.digitalriver.com/dr/v2/ec_MAIN.Entrv?SP=10007&amp;SID=64&amp;CID=0;">http://www.digitalriver.com/dr/v2/ec_MAIN.Entrv?SP=10007&amp;SID=64&amp;CID=0;</a> [DR022112-22116];</p> <p><i>Omnibus Typografi</i>, <a href="http://www.digitalriver.com/dr/v2/ec_MAIN.Entrv?SID=405&amp;SP=10007&amp;CID=0;">http://www.digitalriver.com/dr/v2/ec_MAIN.Entrv?SID=405&amp;SP=10007&amp;CID=0;</a> [DR022212];</p> <p><i>Open Window Software</i>, <a href="https://www.digitalriver.com/v2...c_MAIN.Entrv?SP=10039&amp;PN=1&amp;sl=-">https://www.digitalriver.com/v2...c_MAIN.Entrv?SP=10039&amp;PN=1&amp;sl=-</a>; [DR022232];</p> <p><i>FileStream.com, Inc.</i>, <a href="http://www.digitalriv.../ec_MAIN.Entrv17c?SP=10007&amp;PN=5&amp;CID=0&amp;SID=124&amp;PID=18660;">http://www.digitalriv.../ec_MAIN.Entrv17c?SP=10007&amp;PN=5&amp;CID=0&amp;SID=124&amp;PID=18660;</a> [DR022291];</p>

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Claim No.	Claim Language of U.S. Patent No. 6,993,572	Digital River Secure Sales System
		<p><i>FileStream.com, Inc.</i>, <a href="http://www.digitalriv.../ec_MAIN.Entrv17c?SP=10007&amp;PN=5&amp;CID=0&amp;SID=124&amp;PID=18267;">http://www.digitalriv.../ec_MAIN.Entrv17c?SP=10007&amp;PN=5&amp;CID=0&amp;SID=124&amp;PID=18267;</a> [DR022295-22296];</p> <p><i>Parthenon Development Corp.</i>, <a href="https://www.digitalriver.com/dr/v2/ec_MAIN.Entrv1?SP=10039&amp;PN=1;">https://www.digitalriver.com/dr/v2/ec_MAIN.Entrv1?SP=10039&amp;PN=1;</a> [DR022379];</p> <p><i>DTP Direct</i>, <a href="https://www.digitalriver.com/dr/v2/ec_MAIN.Entrv1?SP=10039&amp;PN=1;">https://www.digitalriver.com/dr/v2/ec_MAIN.Entrv1?SP=10039&amp;PN=1;</a> [DR022396];</p> <p><i>KH Software Development</i>, <a href="http://www.digitalriver.com/dr/v2...10007&amp;PN=5&amp;CID=0&amp;SID=912&amp;PID=20301;">http://www.digitalriver.com/dr/v2...10007&amp;PN=5&amp;CID=0&amp;SID=912&amp;PID=20301;</a> [DR022595];</p> <p><i>KnoWare, Inc.</i>, <a href="https://www3.digitalriver.com/cgi-bin/Tango.cgi/esd/itemdetail.ary?prod=KW1-60001-D1;">https://www3.digitalriver.com/cgi-bin/Tango.cgi/esd/itemdetail.ary?prod=KW1-60001-D1;</a> [DR022645];</p> <p><i>KnoWare, Inc.</i>, <a href="http://www3.digitalriver.com/cgi-b.../itemdetail.ary?prod=KW1-60001-D1;">http://www3.digitalriver.com/cgi-b.../itemdetail.ary?prod=KW1-60001-D1;</a> [DR022671-22672];</p> <p><i>Lateral Technologies</i>, <a href="https://www.digitalriver.com/v2...c_MAIN.Entrv?SP=10039&amp;PN=1&amp;sl=-">https://www.digitalriver.com/v2...c_MAIN.Entrv?SP=10039&amp;PN=1&amp;sl=-</a>; [DR022714];</p> <p><i>LatticeWork Software</i>, <a href="http://www.digitalriver.com/dr/v2/ec_MAIN.Entrv17c?SP=10007&amp;PN=5&amp;CID=0&amp;SID=255&amp;PID=11972;">http://www.digitalriver.com/dr/v2/ec_MAIN.Entrv17c?SP=10007&amp;PN=5&amp;CID=0&amp;SID=255&amp;PID=11972;</a> [DR022732-22733];</p> <p><i>Live Picture</i>, <a href="http://www3.digitalriver.com/cgi...alriver/livepicture/welcome.ary;">http://www3.digitalriver.com/cgi...alriver/livepicture/welcome.ary;</a> [DR023055];</p> <p><i>Live Picture</i>, <a href="http://www3.digitalriver.com/di...UserReference=D39AE4981060E05E;">http://www3.digitalriver.com/di...UserReference=D39AE4981060E05E;</a> [DR023056-23057];</p> <p><a href="http://www3.digitalriver.com/di...&amp;item=LPI:5000_A1&amp;Version=WIN95;">http://www3.digitalriver.com/di...&amp;item=LPI:5000_A1&amp;Version=WIN95;</a> [DR023058];</p>

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Claim No.	Claim Language of U.S. Patent No. 6,993,572	Digital River Secure Sales System
		<a href="http://www3.digitalriver.com/di..._E05F&amp;function=form&amp;order=113646">http://www3.digitalriver.com/di..._E05F&amp;function=form&amp;order=113646</a> ; [DR023059]; <i>WinSite</i> , <a href="http://www.digitalriver.com/dr/v2/ec_MAIN.Master">http://www.digitalriver.com/dr/v2/ec_MAIN.Master</a> ; [DR023093; DR023095]; <i>DTP Direct</i> , <a href="http://www.digitalriver.com/dr...c_MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-">http://www.digitalriver.com/dr...c_MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-</a> ; [DR023202]; <i>M.Casco Associates</i> , <a href="https://www.digitalriver.com/v2...c_MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-">https://www.digitalriver.com/v2...c_MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-</a> ; [DR023236]; <i>Mach5 Software</i> , <a href="https://www.digitalriver.com/v2...c_MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-">https://www.digitalriver.com/v2...c_MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-</a> ; [DR023264]; <i>MacPEAK</i> , <a href="http://www.digitalriver.com/dr/v2/ec_MAIN.Entry17e?SP=10007&amp;PN=5&amp;CID=0&amp;SID=37&amp;PID=9749">http://www.digitalriver.com/dr/v2/ec_MAIN.Entry17e?SP=10007&amp;PN=5&amp;CID=0&amp;SID=37&amp;PID=9749</a> ; [DR023328]; <i>Magic Software</i> , <a href="http://www.digitalrive...ver/magic3/welcome.gry">http://www.digitalrive...ver/magic3/welcome.gry</a> ; [DR023359]; <i>Markus Friberg Data</i> , <a href="https://www.digitalriver.com/v2...c_MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-">https://www.digitalriver.com/v2...c_MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-</a> ; [DR023404]; <i>Matchup Sports</i> , <a href="https://www.digitalriver.com/v2...c_MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-">https://www.digitalriver.com/v2...c_MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-</a> ; [DR023442]; <i>Medea International Limited</i> , <a href="http://www.digitalriver.com/dr/v2/ec_MAIN.Master">http://www.digitalriver.com/dr/v2/ec_MAIN.Master</a> ; [DR023746]; <i>KittyHawk Software, Inc.</i> , <a href="http://www3.digitalriver.com/cgi-b...wk/itemdetail.gry?prod=KH-60002-A1">http://www3.digitalriver.com/cgi-b...wk/itemdetail.gry?prod=KH-60002-A1</a> ; [DR023884]; <i>Mercury Interactive Corp.</i> , <a href="https://www.digitalriver.com/v2...ec_Main.Entry11?SP=10039&amp;PN=1">https://www.digitalriver.com/v2...ec_Main.Entry11?SP=10039&amp;PN=1</a> ; [DR023887-23888]; <i>Morpheus Software</i> , <a href="https://www.digitalriver.com/v2...c_MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-">https://www.digitalriver.com/v2...c_MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-</a> ; [DR024342];

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Claim No.	Claim Language of U.S. Patent No. 6,993,572	Digital River Secure Sales System
		<i>DTP Direct</i> , <a href="https://www.digitalriver.com/dr...c_MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-">https://www.digitalriver.com/dr...c_MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-</a> ; [DR024360]; <i>M &amp; R Technologies, Inc.</i> , <a href="https://www.digitalriver.com/v2...c_MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-">https://www.digitalriver.com/v2...c_MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-</a> ; [DR024369]; <i>MSI Software, Inc.</i> , <a href="https://www.digitalriver.com/v2...c_MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-">https://www.digitalriver.com/v2...c_MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-</a> ; [DR024389]; <i>DTP Direct</i> , <a href="https://www.digitalriver.com/dr...c_MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-">https://www.digitalriver.com/dr...c_MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-</a> ; [DR024415]; <i>Mythic Images</i> , <a href="https://www.digitalriver.com/v2...c_MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-">https://www.digitalriver.com/v2...c_MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-</a> ; [DR024512]; <i>Mythic Images</i> , <a href="https://www.digitalriver.com/v2...c_MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-">https://www.digitalriver.com/v2...c_MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-</a> ; [DR024532]; <i>NetFormation, Inc.</i> , <a href="https://www.digitalriver.com/v2...c_MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-">https://www.digitalriver.com/v2...c_MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-</a> ; [DR024601]; <i>NetResults Corporation</i> , <a href="https://www.digitalriver.com/v2...ec_MAIN.Entry11?SP=10039&amp;PN=1">https://www.digitalriver.com/v2...ec_MAIN.Entry11?SP=10039&amp;PN=1</a> ; [DR024649]; <i>DTP Direct</i> , <a href="https://www.digitalriver.com/dr/v2/ec_MAIN.Entry11?SP=10039&amp;PN=1">https://www.digitalriver.com/dr/v2/ec_MAIN.Entry11?SP=10039&amp;PN=1</a> ; [DR024675]; <i>New Perspective Software, Inc.</i> , <a href="https://www.digitalriver.com/v2...c_MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-">https://www.digitalriver.com/v2...c_MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-</a> ; [DR024693]; <i>New Vision Technologies, Inc.</i> , <a href="https://www.digitalriver.com/v2...c_MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-">https://www.digitalriver.com/v2...c_MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-</a> ; [DR024736]; <i>NiceTime Entertainment</i> , <a href="https://www.digitalriver.com/v2...c_MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-">https://www.digitalriver.com/v2...c_MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-</a> ; [DR024844]; <i>Nordic Software</i> , <a href="https://www.digitalriver.com/dr/v2/ec_MAIN.Entry11?SP=10039&amp;PN=1">https://www.digitalriver.com/dr/v2/ec_MAIN.Entry11?SP=10039&amp;PN=1</a> ; [DR024880]; <i>3DP Object Technology, Inc.</i> , <a href="https://www.digitalriver.com/v2...c_MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-">https://www.digitalriver.com/v2...c_MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-</a> ;

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Claim No.	Claim Language of U.S. Patent No. 6,993,572	Digital River Secure Sales System
		[DR025125]; <i>DTP Direct</i> , <a href="https://www.digitalriver.com/dr...c_MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-">https://www.digitalriver.com/dr...c_MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-</a> ; [DR025142]; <i>A. J. Enterprises</i> , <a href="http://www.digitalriver.com/digitalriver/agent/itemdetail.gry?prod=AJ-001">http://www.digitalriver.com/digitalriver/agent/itemdetail.gry?prod=AJ-001</a> ; [DR025445-25446]; <i>Cyber 411</i> , <a href="http://www3.digitalriver.com/cgi-b...BASE73D1BF84D&amp;function=search_prod">http://www3.digitalriver.com/cgi-b...BASE73D1BF84D&amp;function=search_prod</a> ; [DR025637]; <i>Apple Mountain Software</i> , <a href="https://www.digitalriver.com/v2...c_MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-">https://www.digitalriver.com/v2...c_MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-</a> ; [DR025786]; <i>ARCaine Technology</i> , <a href="http://www4.digitalriver.com/cgi-bin/Tan...ion=insert&amp;item=ARC.60012.A1&amp;version=DC">http://www4.digitalriver.com/cgi-bin/Tan...ion=insert&amp;item=ARC.60012.A1&amp;version=DC</a> ; [DR025814]; <i>ARCaine Technology</i> , <a href="http://mv1.digitalriver.com/cgi-bin/uncgi/arcaine.htm">http://mv1.digitalriver.com/cgi-bin/uncgi/arcaine.htm</a> ; [DR025816]; <i>ARCaine Technology</i> , <a href="http://www4.digitalriver.com/cgi-bin/Tango.cgi/digitalriver/arcaine/welcome.g">http://www4.digitalriver.com/cgi-bin/Tango.cgi/digitalriver/arcaine/welcome.g</a> ; [DR025821-25823]; <i>Arbeats Software</i> , <a href="http://www.digitalriver.com/dr/v2/ec_MAIN.Entry10?PN=1&amp;SP=10023&amp;V1=11495">http://www.digitalriver.com/dr/v2/ec_MAIN.Entry10?PN=1&amp;SP=10023&amp;V1=11495</a> ; [DR025922]; <i>Atlanta Computer Resources</i> , <a href="https://www.digitalriver.com/v2...c_MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-">https://www.digitalriver.com/v2...c_MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-</a> ; [DR025990]; <i>Up To Par</i> , <a href="http://www3.digitalriver.com/cgi-b...s/itemdetail.gry?prod=AUT-00001-A1">http://www3.digitalriver.com/cgi-b...s/itemdetail.gry?prod=AUT-00001-A1</a> ; [DR026068]; <i>Author Direct Shareware</i> , <a href="https://www.digitalriver.com/v2...c_MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-">https://www.digitalriver.com/v2...c_MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-</a> ; [DR026163]; <i>Best Effort Software</i> , <a href="http://www.digitalriv...ec_MAIN.Entry17e?SP=10007&amp;PN=5&amp;CID=0&amp;SID=81&amp;PID=17937">http://www.digitalriv...ec_MAIN.Entry17e?SP=10007&amp;PN=5&amp;CID=0&amp;SID=81&amp;PID=17937</a> ;

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Claim No.	Claim Language of U.S. Patent No. 6,993,572	Digital River Secure Sales System
		[DR026303]; <i>Best Effort Software</i> , <a href="https://www.digitalriver.com/v2...c_MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-">https://www.digitalriver.com/v2...c_MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-</a> ; [DR026323]; <i>BuenSoft Co.</i> , <a href="https://www.digitalriver.com/v2...c_MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-">https://www.digitalriver.com/v2...c_MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-</a> ; [DR026516]; <i>I<sup>st</sup> Stop</i> , <a href="http://www.1stopsoft.com/how2buy.htm">http://www.1stopsoft.com/how2buy.htm</a> ; [DR001141-1143]; <i>ScheduleMaker</i> , <a href="http://web.archive.org/web/20000303191644/www.craigsystems.com/">http://web.archive.org/web/20000303191644/www.craigsystems.com/</a> ; [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." <i>Digital River Newsletter, February 1998</i> [FN00005168]; and [FN00005169-5203] (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, <i>supra</i> .
17(a)	storing a look and feel description associated with a first website in a data store associated with a second website;	See 13(a), <i>supra</i> .

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Claim No.	Claim Language of U.S. Patent No. 6,993,572	Digital River Secure Sales System
17(b)	including within a web page of the first website, which web page has a look and feel substantially corresponding to the stored look and feel description, a link correlating the web page with a commerce object; and	See 13(b), <i>supra</i> .
17(c)	upon receiving an activation of the link from a visitor computer to which the web page has been served, 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), <i>supra</i> .
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.	<i>Welcome to Bitstream, Inc.</i> , <a href="http://web.archive.org/web/19961019044742/www2.digitalriver.com/bit/index.htm">http://web.archive.org/web/19961019044742/www2.digitalriver.com/bit/index.htm</a> ; and as reconstructed inserting referenced gif files; [DR000023-31], [DR000032]; see also <i>Facsimile from Andrea Rizzo of Bitstream, Inc.</i> , dated January 24, 1997; [DR000080-86] (forwarding copies of individual Digital River maintained pages for Bitstream online ordering system);  <i>Seattle Support Group</i> , <a href="http://www.digitalriver.com/digitalriver/Welcome.gry?type=1&amp;id=1001">http://www.digitalriver.com/digitalriver/Welcome.gry?type=1&amp;id=1001</a> ; and <a href="http://www.digitalriver.com/digitalriver/insertitem.gry?function=insert&amp;item=CDPLV1-TOTW">http://www.digitalriver.com/digitalriver/insertitem.gry?function=insert&amp;item=CDPLV1-TOTW</a> ; [DR000039-50] (Correspondence from Yasuo Noshiro, dated August 2, 1996);

Comparison of U.S. Patent No. 6,993,572 and Digital River Secure Sales System Prior Art

Claim No.	Claim Language of U.S. Patent No. 6,993,572	Digital River Secure Sales System
		<i>I<sup>st</sup> Software</i> , <a href="http://www3.digitalriver.com/cgi-bin/...A1&amp;UserReference=88DE7EC7E9BB083A">http://www3.digitalriver.com/cgi-bin/...A1&amp;UserReference=88DE7EC7E9BB083A</a> ; [DR000087-88];  <i>DTP Direct Software Store</i> , <a href="https://www.digitalriver.com/dr...c.MAIN.Entry?SP=10039&amp;PN=1&amp;sl=-">https://www.digitalriver.com/dr...c.MAIN.Entry?SP=10039&amp;PN=1&amp;sl=-</a> ; [DR000091];  <i>2ask Software Store</i> , <a href="http://www3.digitalriver.com/cgi-bin...C958CCE254093&amp;function=search_prod">http://www3.digitalriver.com/cgi-bin...C958CCE254093&amp;function=search_prod</a> ; [DR000094];  <i>Buycomp.com</i> , <a href="http://www.digitalriver.com/dr/v2/ec.MAIN.Entry10?V1=10029&amp;PN=1&amp;xid=5452">http://www.digitalriver.com/dr/v2/ec.MAIN.Entry10?V1=10029&amp;PN=1&amp;xid=5452</a> ; [DR000104-111];  <i>DTP Direct</i> , <a href="http://www4.digitalriver.com/cgi-bin/Tango2.cgi/dealer/dtpdirect/home/rrv?1d=1020&amp;level=-">http://www4.digitalriver.com/cgi-bin/Tango2.cgi/dealer/dtpdirect/home/rrv?1d=1020&amp;level=-</a> ; [DR000112];  <i>MICROPROSE</i> ; [DR001002-1003];  <i>Adaptec, Inc.</i> , <a href="http://www.digitalriver.com/dr/v2/ec_main_entry?sid=6734&amp;sp=10007&amp;cid=0">http://www.digitalriver.com/dr/v2/ec_main_entry?sid=6734&amp;sp=10007&amp;cid=0</a> ; [DR002313];  <i>Sapient Software</i> , <a href="http://www.digitalriver.com/dr/v2/ec.MAIN.Master">http://www.digitalriver.com/dr/v2/ec.MAIN.Master</a> ; [DR011752-11753];  <i>SFS Software</i> , <a href="http://www.digitalriver.com/dr/v2/ec.MAIN.Entry10?PN=1&amp;SP=10023&amp;V1=10952">http://www.digitalriver.com/dr/v2/ec.MAIN.Entry10?PN=1&amp;SP=10023&amp;V1=10952</a> ; [DR011948];  <i>Ostis Software</i> , <a href="https://www.digitalriver.com/dr/v2/ec.MAIN.Entry11?SP=10039&amp;PN=-1">https://www.digitalriver.com/dr/v2/ec.MAIN.Entry11?SP=10039&amp;PN=-1</a> ; [DR012171];  <i>Net Nanny</i> , <a href="https://www.digitalriver.com/v2...c.MAIN.Entry?SP=10039&amp;PN=1&amp;sl=-">https://www.digitalriver.com/v2...c.MAIN.Entry?SP=10039&amp;PN=1&amp;sl=-</a> ; [DR012399];  <i>Nesbitt Software Corporation</i> , <a href="http://www.digitalriver.com/dr/v2/ec.MAIN.Master">http://www.digitalriver.com/dr/v2/ec.MAIN.Master</a> ; [DR012486-12487];  <i>Sunbow International, Inc.</i> ; <a href="http://www.digitalriver.com/dr/v2/ec.MAIN.Entry10?PN=1&amp;SP=10023&amp;V1=19980">http://www.digitalriver.com/dr/v2/ec.MAIN.Entry10?PN=1&amp;SP=10023&amp;V1=19980</a> ; [DR012586];

Comparison of U.S. Patent No. 6,993,572 and Digital River Secure Sales System Prior Art

Claim No.	Claim Language of U.S. Patent No. 6,993,572	Digital River Secure Sales System
		<i>Valley of Fire Software</i> , <a href="http://www.digitalriver.com/dr/v2/ec.MAIN.Entry11?SP=10039&amp;PN=1">http://www.digitalriver.com/dr/v2/ec.MAIN.Entry11?SP=10039&amp;PN=1</a> ; [DR013718-13720];  <i>Wheeler Arts</i> , <a href="http://www.digitalriver.com/dr/v2/ec.MAIN.Entry?SID=748&amp;SP=10007&amp;CID=0">http://www.digitalriver.com/dr/v2/ec.MAIN.Entry?SID=748&amp;SP=10007&amp;CID=0</a> ; [DR014452-14453];  <i>Wilson Learning Corporation</i> , <a href="https://www.digitalriver.com/dr/v2/ec.MAIN.Entry?SP=10039&amp;PN=1&amp;sl=-">https://www.digitalriver.com/dr/v2/ec.MAIN.Entry?SP=10039&amp;PN=1&amp;sl=-</a> ; [DR014746-14747];  <i>Wilson Learning Corporation</i> , <a href="https://www.digitalriver.com/dr/v2/ec.MAIN.Entry11?SP=10039&amp;PN=1">https://www.digitalriver.com/dr/v2/ec.MAIN.Entry11?SP=10039&amp;PN=1</a> ; [DR014794];  <i>Cyber 411</i> , <a href="http://www3.digitalriver.com/cgi-bin...2AC16A60DCD29&amp;function=search_prod">http://www3.digitalriver.com/cgi-bin...2AC16A60DCD29&amp;function=search_prod</a> ; [DR015415];  <i>Encore Multimedia</i> , <a href="https://www.digitalriver.com/v2...c.MAIN.Entry?SP=10039&amp;PN=1&amp;sl=-">https://www.digitalriver.com/v2...c.MAIN.Entry?SP=10039&amp;PN=1&amp;sl=-</a> ; [DR015956];  <i>Extensis PhotoTools</i> , <a href="http://www3.digitalriver.com/cgi-bin...8FAA5AFA59B60&amp;detail=phototools">http://www3.digitalriver.com/cgi-bin...8FAA5AFA59B60&amp;detail=phototools</a> ; [DR016261-16268; DR016300-16305];  <i>Peach Systems</i> , <a href="http://www.digitalriver.com/dr/v2/ec.MAIN.Entry10?PN=1&amp;SP=10023&amp;V1=1149">http://www.digitalriver.com/dr/v2/ec.MAIN.Entry10?PN=1&amp;SP=10023&amp;V1=1149</a> ; [DR016499];  <i>Peak Technology Ltd.</i> , <a href="http://www.digitalriver.com/v20/plsql/ec.Main.Entry?SP=10007&amp;SID=15008&amp;CID=0">http://www.digitalriver.com/v20/plsql/ec.Main.Entry?SP=10007&amp;SID=15008&amp;CID=0</a> ; [DR016550-16552];  <i>PIM Sorl</i> , <a href="https://www.digitalriver.com/dr/v2/ec.MAIN.Entry11?SP=10039&amp;PN=1">https://www.digitalriver.com/dr/v2/ec.MAIN.Entry11?SP=10039&amp;PN=1</a> ; [DR016751; DR016754-16755];  <i>PY Software, Inc.</i> , <a href="http://www.digitalriver.com/dr/v2/ec.MAIN.Entry10?PN=1&amp;SP=10023&amp;V1=20061">http://www.digitalriver.com/dr/v2/ec.MAIN.Entry10?PN=1&amp;SP=10023&amp;V1=20061</a> ; [DR017056];

Comparison of U.S. Patent No. 6,993,572 and Digital River Secure Sales System Prior Art

Claim No.	Claim Language of U.S. Patent No. 6,993,572	Digital River Secure Sales System
		<i>RBC, Inc.</i> ; <a href="https://www.digitalriver.com/v2...c.MAIN.Entry?SP=10039&amp;PN=1&amp;sl=-">https://www.digitalriver.com/v2...c.MAIN.Entry?SP=10039&amp;PN=1&amp;sl=-</a> ; [DR017278];  <i>Southern Software, Inc.</i> , <a href="http://www.digitalriver.com/dr/v2/ec.MAIN.Entry10?PN=1&amp;SP=10023&amp;V1=19092">http://www.digitalriver.com/dr/v2/ec.MAIN.Entry10?PN=1&amp;SP=10023&amp;V1=19092</a> ; [DR018660];  <i>Spectrum Unlimited</i> , <a href="http://www.digitalriver.com/dr/v2/ec.Main.Entry?SP=10007&amp;SID=399&amp;CID=0&amp;CUR=840">http://www.digitalriver.com/dr/v2/ec.Main.Entry?SP=10007&amp;SID=399&amp;CID=0&amp;CUR=840</a> ; [DR019032];  <i>Cat Computer Services (P) Ltd.</i> , <a href="https://www.digitalriver.com/v2...c.MAIN.Entry?SP=10039&amp;PN=1&amp;sl=-">https://www.digitalriver.com/v2...c.MAIN.Entry?SP=10039&amp;PN=1&amp;sl=-</a> ; [DR019161];  <i>Cloud Dragon Designs</i> , <a href="http://www.digitalriver.com/v20...IN.Entry11?sp=10007&amp;PN=1&amp;xid=57">http://www.digitalriver.com/v20...IN.Entry11?sp=10007&amp;PN=1&amp;xid=57</a> ; [DR019348];  <i>QRSMusic</i> , <a href="https://www.digitalriver.com/v2...c.MAIN.Entry?SP=10039&amp;PN=1&amp;sl=-">https://www.digitalriver.com/v2...c.MAIN.Entry?SP=10039&amp;PN=1&amp;sl=-</a> ; [DR020394];  <i>QRSMusic</i> , <a href="http://www3.digitalriver.com/cgi-bin/Tango.cgi/esd/QRSMusic/welcome.gry?">http://www3.digitalriver.com/cgi-bin/Tango.cgi/esd/QRSMusic/welcome.gry?</a> ; [DR020395-20398];  <i>ParaMind</i> , <a href="http://www.digitalriver.com/v2...c.MAIN.Entry?SP=10039&amp;PN=1&amp;sl=-">http://www.digitalriver.com/v2...c.MAIN.Entry?SP=10039&amp;PN=1&amp;sl=-</a> ; [DR020638];  <i>Cyber 411</i> , <a href="http://www3.digitalriver.com/cgi-bin...2AC16A60DCD29&amp;function=search_prod">http://www3.digitalriver.com/cgi-bin...2AC16A60DCD29&amp;function=search_prod</a> ; [DR020696];  <i>Fixed It! Software</i> , <a href="https://www.digitalriver.com/v2...c.MAIN.Entry?SP=10039&amp;PN=1&amp;sl=-">https://www.digitalriver.com/v2...c.MAIN.Entry?SP=10039&amp;PN=1&amp;sl=-</a> ; [DR020730];  <i>Forward Design</i> , <a href="https://www.digitalriver.com/v2...c.MAIN.Entry?SP=10039&amp;PN=1&amp;sl=-">https://www.digitalriver.com/v2...c.MAIN.Entry?SP=10039&amp;PN=1&amp;sl=-</a> ; [DR020807];  <i>Global Majic Software, Inc.</i> , <a href="https://www.digitalriver.com/v20/plsql/ec.MAIN.Entry?SP=10039&amp;PN=1&amp;sl=-">https://www.digitalriver.com/v20/plsql/ec.MAIN.Entry?SP=10039&amp;PN=1&amp;sl=-</a> ; [DR020931];  <i>Global Majic Software, Inc.</i> , <a href="http://www.digitalriver.com/v20...IN.Entry?SID=129&amp;SP=10007&amp;CID=0">http://www.digitalriver.com/v20...IN.Entry?SID=129&amp;SP=10007&amp;CID=0</a> ; [DR020932-20933];



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Claim No.	Claim Language of U.S. Patent No. 6,993,572	Digital River Secure Sales System
		<p><i>IDM Computer Services</i>, <a href="https://www.digitalriver.com/v2...c.MAIN.Entrv9?SP=10039&amp;PN=1&amp;sl=-">https://www.digitalriver.com/v2...c.MAIN.Entrv9?SP=10039&amp;PN=1&amp;sl=-</a>; [DR021425];</p> <p><i>Incline Software, LC</i>, <a href="https://www.digitalriver.com/v2...c.MAIN.Entrv9?SP=10007&amp;SID=30196&amp;CID=0&amp;CUR=840&amp;DSP=0&amp;PGRP=0&amp;CACHE_ID=DR021508">https://www.digitalriver.com/v2...c.MAIN.Entrv9?SP=10007&amp;SID=30196&amp;CID=0&amp;CUR=840&amp;DSP=0&amp;PGRP=0&amp;CACHE_ID=DR021508</a>;</p> <p><i>Innovation Multimedia</i>, <a href="https://www.digitalriver.com/v2...c.MAIN.Entrv9?SP=10039&amp;PN=1&amp;sl=-">https://www.digitalriver.com/v2...c.MAIN.Entrv9?SP=10039&amp;PN=1&amp;sl=-</a>; [DR021688];</p> <p><i>Intelligent Technologies</i>, <a href="https://www.digitalriver.com/v2...c.MAIN.Entrv9?SP=10039&amp;PN=1&amp;sl=-">https://www.digitalriver.com/v2...c.MAIN.Entrv9?SP=10039&amp;PN=1&amp;sl=-</a>; [DR021824];</p> <p><i>InterDimensions Corp.</i>, <a href="https://www.digitalriver.com/v2...c.MAIN.Entrv9?SP=10039&amp;PN=1&amp;sl=-">https://www.digitalriver.com/v2...c.MAIN.Entrv9?SP=10039&amp;PN=1&amp;sl=-</a>; [DR021884];</p> <p><i>Olympus America, Inc.</i>, <a href="http://www.digitalriver.com/dr/v2/ec.MAIN.Entrv9?SP=10007&amp;SID=64&amp;CID=0;DR022112-22116">http://www.digitalriver.com/dr/v2/ec.MAIN.Entrv9?SP=10007&amp;SID=64&amp;CID=0;DR022112-22116</a>;</p> <p><i>FileStream.com, Inc.</i>, <a href="http://www.digitalriver.com/dr/v2/ec.MAIN.Entrv9?SP=10007&amp;PN=5&amp;CID=0&amp;SID=124&amp;PID=18660;DR022291">http://www.digitalriver.com/dr/v2/ec.MAIN.Entrv9?SP=10007&amp;PN=5&amp;CID=0&amp;SID=124&amp;PID=18660;DR022291</a>;</p> <p><i>FileStream.com, Inc.</i>, <a href="http://www.digitalriver.com/dr/v2/ec.MAIN.Entrv9?SP=10007&amp;PN=5&amp;CID=0&amp;SID=124&amp;PID=18267;DR022295-22296">http://www.digitalriver.com/dr/v2/ec.MAIN.Entrv9?SP=10007&amp;PN=5&amp;CID=0&amp;SID=124&amp;PID=18267;DR022295-22296</a>;</p> <p><i>Parthenon Development Corp.</i>, <a href="https://www.digitalriver.com/dr/v2/ec.MAIN.Entrv9?SP=10039&amp;PN=1;DR022379">https://www.digitalriver.com/dr/v2/ec.MAIN.Entrv9?SP=10039&amp;PN=1;DR022379</a>;</p> <p><i>DTP Direct</i>, <a href="https://www.digitalriver.com/dr/v2/ec.MAIN.Entrv9?SP=10039&amp;PN=1;DR022396">https://www.digitalriver.com/dr/v2/ec.MAIN.Entrv9?SP=10039&amp;PN=1;DR022396</a>;</p>

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Claim No.	Claim Language of U.S. Patent No. 6,993,572	Digital River Secure Sales System
		<p><i>KH Software Development</i>, <a href="http://www.digitalriver.com/dr/v2...10007&amp;PN=5&amp;CID=0&amp;SID=912&amp;PID=20301;DR022595">http://www.digitalriver.com/dr/v2...10007&amp;PN=5&amp;CID=0&amp;SID=912&amp;PID=20301;DR022595</a>;</p> <p><i>KnoWare, Inc.</i>, <a href="https://www.digitalriver.com/dr/v2...MAIN.Entrv9?SP=10039&amp;PN=1;DR022645">https://www.digitalriver.com/dr/v2...MAIN.Entrv9?SP=10039&amp;PN=1;DR022645</a>;</p> <p><i>Lateral Technologies</i>, <a href="https://www.digitalriver.com/v2...c.MAIN.Entrv9?SP=10039&amp;PN=1&amp;sl=-;DR022714">https://www.digitalriver.com/v2...c.MAIN.Entrv9?SP=10039&amp;PN=1&amp;sl=-;DR022714</a>;</p> <p><i>LatticeWork Software</i>, <a href="http://www.digitalriver.com/dr/v2/ec.MAIN.Entrv9?SP=10007&amp;PN=5&amp;CID=0&amp;SID=255&amp;PID=11972;DR022732-22733">http://www.digitalriver.com/dr/v2/ec.MAIN.Entrv9?SP=10007&amp;PN=5&amp;CID=0&amp;SID=255&amp;PID=11972;DR022732-22733</a>;</p> <p><i>Live Picture</i>, <a href="http://www3.digitalriver.com/cgi-bin/livepicture/welcome.gty;DR023055">http://www3.digitalriver.com/cgi-bin/livepicture/welcome.gty;DR023055</a>;</p> <p><i>Live Picture</i>, <a href="http://www3.digitalriver.com/di...UserReference=D39A74981060E05E;DR023056-23057">http://www3.digitalriver.com/di...UserReference=D39A74981060E05E;DR023056-23057</a>;</p> <p><a href="http://www3.digitalriver.com/di...&amp;item=LPI-5000-A1&amp;Version=WIN95;DR023058">http://www3.digitalriver.com/di...&amp;item=LPI-5000-A1&amp;Version=WIN95;DR023058</a>;</p> <p><a href="http://www3.digitalriver.com/di...E05E&amp;function=form&amp;order=113646;DR023059">http://www3.digitalriver.com/di...E05E&amp;function=form&amp;order=113646;DR023059</a>;</p> <p><i>WinSite</i>, <a href="http://www.digitalriver.com/dr/v2/ec.MAIN.Master;DR023093;DR023095">http://www.digitalriver.com/dr/v2/ec.MAIN.Master;DR023093;DR023095</a>;</p> <p><i>DTP Direct</i>, <a href="http://www.digitalriver.com/dr...c.MAIN.Entrv9?SP=10039&amp;PN=1&amp;sl=-;DR023202">http://www.digitalriver.com/dr...c.MAIN.Entrv9?SP=10039&amp;PN=1&amp;sl=-;DR023202</a>;</p> <p><i>M.Casco Associates</i>, <a href="https://www.digitalriver.com/v2...c.MAIN.Entrv9?SP=10039&amp;PN=1&amp;sl=-;DR023236">https://www.digitalriver.com/v2...c.MAIN.Entrv9?SP=10039&amp;PN=1&amp;sl=-;DR023236</a>;</p> <p><i>Mach5 Software</i>, <a href="https://www.digitalriver.com/v2...c.MAIN.Entrv9?SP=10039&amp;PN=1&amp;sl=-;DR023264">https://www.digitalriver.com/v2...c.MAIN.Entrv9?SP=10039&amp;PN=1&amp;sl=-;DR023264</a>;</p> <p><i>Markus Friberg Data</i>, <a href="https://www.digitalriver.com/v2...c.MAIN.Entrv9?SP=10039&amp;PN=1&amp;sl=-;DR023404">https://www.digitalriver.com/v2...c.MAIN.Entrv9?SP=10039&amp;PN=1&amp;sl=-;DR023404</a>;</p>

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Claim No.	Claim Language of U.S. Patent No. 6,993,572	Digital River Secure Sales System
		<p><i>Matchup Sports</i>, <a href="https://www.digitalriver.com/v2...c.MAIN.Entrv9?SP=10039&amp;PN=1&amp;sl=-;DR023442">https://www.digitalriver.com/v2...c.MAIN.Entrv9?SP=10039&amp;PN=1&amp;sl=-;DR023442</a>;</p> <p><i>Medea International Limited</i>, <a href="http://www.digitalriver.com/dr/v2/ec.MAIN.Master;DR023746">http://www.digitalriver.com/dr/v2/ec.MAIN.Master;DR023746</a>;</p> <p><i>Mercury Interactive Corp.</i>, <a href="https://www.digitalriver.com/v2...c.MAIN.Entrv9?SP=10039&amp;PN=1;DR023887-23888">https://www.digitalriver.com/v2...c.MAIN.Entrv9?SP=10039&amp;PN=1;DR023887-23888</a>;</p> <p><i>Morpheus Software</i>, <a href="https://www.digitalriver.com/v2...c.MAIN.Entrv9?SP=10039&amp;PN=1&amp;sl=-;DR024342">https://www.digitalriver.com/v2...c.MAIN.Entrv9?SP=10039&amp;PN=1&amp;sl=-;DR024342</a>;</p> <p><i>DTP Direct</i>, <a href="https://www.digitalriver.com/dr...c.MAIN.Entrv9?SP=10039&amp;PN=1&amp;sl=-;DR024360">https://www.digitalriver.com/dr...c.MAIN.Entrv9?SP=10039&amp;PN=1&amp;sl=-;DR024360</a>;</p> <p><i>M &amp; R Technologies, Inc.</i>, <a href="https://www.digitalriver.com/v2...c.MAIN.Entrv9?SP=10039&amp;PN=1&amp;sl=-;DR024369">https://www.digitalriver.com/v2...c.MAIN.Entrv9?SP=10039&amp;PN=1&amp;sl=-;DR024369</a>;</p> <p><i>MSI Software, Inc.</i>, <a href="https://www.digitalriver.com/v2...c.MAIN.Entrv9?SP=10039&amp;PN=1&amp;sl=-;DR024389">https://www.digitalriver.com/v2...c.MAIN.Entrv9?SP=10039&amp;PN=1&amp;sl=-;DR024389</a>;</p> <p><i>DTP Direct</i>, <a href="https://www.digitalriver.com/dr...c.MAIN.Entrv9?SP=10039&amp;PN=1&amp;sl=-;DR024415">https://www.digitalriver.com/dr...c.MAIN.Entrv9?SP=10039&amp;PN=1&amp;sl=-;DR024415</a>;</p> <p><i>Mythic Images</i>, <a href="https://www.digitalriver.com/v2...c.MAIN.Entrv9?SP=10039&amp;PN=1&amp;sl=-;DR024512">https://www.digitalriver.com/v2...c.MAIN.Entrv9?SP=10039&amp;PN=1&amp;sl=-;DR024512</a>;</p> <p><i>Mythic Images</i>, <a href="https://www.digitalriver.com/v2...c.MAIN.Entrv9?SP=10039&amp;PN=1&amp;sl=-;DR024532">https://www.digitalriver.com/v2...c.MAIN.Entrv9?SP=10039&amp;PN=1&amp;sl=-;DR024532</a>;</p> <p><i>NetFormation, Inc.</i>, <a href="https://www.digitalriver.com/v2...c.MAIN.Entrv9?SP=10039&amp;PN=1&amp;sl=-;DR024601">https://www.digitalriver.com/v2...c.MAIN.Entrv9?SP=10039&amp;PN=1&amp;sl=-;DR024601</a>;</p> <p><i>NetResults Corporation</i>, <a href="https://www.digitalriver.com/v2...c.MAIN.Entrv9?SP=10039&amp;PN=1;DR024649">https://www.digitalriver.com/v2...c.MAIN.Entrv9?SP=10039&amp;PN=1;DR024649</a>;</p> <p><i>DTP Direct</i>, <a href="https://www.digitalriver.com/dr/v2/ec.MAIN.Entrv9?SP=10039&amp;PN=1;DR024675">https://www.digitalriver.com/dr/v2/ec.MAIN.Entrv9?SP=10039&amp;PN=1;DR024675</a>;</p>

Comparison of U.S. Patent No. 6,993,572 and Digital River Secure Sales System Prior Art

Claim No.	Claim Language of U.S. Patent No. 6,993,572	Digital River Secure Sales System
		<p><i>New Perspective Software, Inc.</i>, <a href="https://www.digitalriver.com/v2...c.MAIN.Entrv9?SP=10039&amp;PN=1&amp;sl=-;DR024693">https://www.digitalriver.com/v2...c.MAIN.Entrv9?SP=10039&amp;PN=1&amp;sl=-;DR024693</a>;</p> <p><i>New Vision Technologies, Inc.</i>, <a href="https://www.digitalriver.com/v2...c.MAIN.Entrv9?SP=10039&amp;PN=1&amp;sl=-;DR024736">https://www.digitalriver.com/v2...c.MAIN.Entrv9?SP=10039&amp;PN=1&amp;sl=-;DR024736</a>;</p> <p><i>NiceTime Entertainment</i>, <a href="https://www.digitalriver.com/v2...c.MAIN.Entrv9?SP=10039&amp;PN=1&amp;sl=-;DR024844">https://www.digitalriver.com/v2...c.MAIN.Entrv9?SP=10039&amp;PN=1&amp;sl=-;DR024844</a>;</p> <p><i>Nordic Software</i>, <a href="https://www.digitalriver.com/dr/v2/ec.MAIN.Entrv9?SP=10039&amp;PN=1;DR024880">https://www.digitalriver.com/dr/v2/ec.MAIN.Entrv9?SP=10039&amp;PN=1;DR024880</a>;</p> <p><i>3DP Object Technology, Inc.</i>, <a href="https://www.digitalriver.com/v2...c.MAIN.Entrv9?SP=10039&amp;PN=1&amp;sl=-;DR025125">https://www.digitalriver.com/v2...c.MAIN.Entrv9?SP=10039&amp;PN=1&amp;sl=-;DR025125</a>;</p> <p><i>DTP Direct</i>, <a href="https://www.digitalriver.com/dr...c.MAIN.Entrv9?SP=10039&amp;PN=1&amp;sl=-;DR025142">https://www.digitalriver.com/dr...c.MAIN.Entrv9?SP=10039&amp;PN=1&amp;sl=-;DR025142</a>;</p> <p><i>A. J. Enterprises</i>, <a href="http://www.digitalriver.com/digitalriver/agent/itemdetail.gty?prod=A1-001;DR025445-25446">http://www.digitalriver.com/digitalriver/agent/itemdetail.gty?prod=A1-001;DR025445-25446</a>;</p> <p><i>Cyber 411</i>, <a href="http://www3.digitalriver.com/cgi-bin/BASE73D1BF4D&amp;function=search_prod;DR025637">http://www3.digitalriver.com/cgi-bin/BASE73D1BF4D&amp;function=search_prod;DR025637</a>;</p> <p><i>Apple Mountain Software</i>, <a href="https://www.digitalriver.com/v2...c.MAIN.Entrv9?SP=10039&amp;PN=1&amp;sl=-;DR025786">https://www.digitalriver.com/v2...c.MAIN.Entrv9?SP=10039&amp;PN=1&amp;sl=-;DR025786</a>;</p> <p><i>ARCaine Technology</i>, <a href="https://www3.digitalriver.com/cgi-bin/umegi/arcaine.htm;DR025816">https://www3.digitalriver.com/cgi-bin/umegi/arcaine.htm;DR025816</a>;</p> <p><i>Artbeats Software</i>, <a href="http://www.digitalriver.com/dr/v2/ec.MAIN.Entrv9?SP=10039&amp;PN=1&amp;sl=-;DR025922">http://www.digitalriver.com/dr/v2/ec.MAIN.Entrv9?SP=10039&amp;PN=1&amp;sl=-;DR025922</a>;</p> <p><i>Atlanta Computer Resources</i>, <a href="https://www.digitalriver.com/v2...c.MAIN.Entrv9?SP=10039&amp;PN=1&amp;sl=-;DR025990">https://www.digitalriver.com/v2...c.MAIN.Entrv9?SP=10039&amp;PN=1&amp;sl=-;DR025990</a>;</p> <p><i>Author Direct Shareware</i>, <a href="https://www.digitalriver.com/v2...c.MAIN.Entrv9?SP=10039&amp;PN=1&amp;sl=-;DR026000">https://www.digitalriver.com/v2...c.MAIN.Entrv9?SP=10039&amp;PN=1&amp;sl=-;DR026000</a>;</p>

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Claim No.	Claim Language of U.S. Patent No. 6,993,572	Digital River Secure Sales System
		[DR026163]; <i>Best Effort Software</i> , <a href="https://www.digitalriver.com/v2...c.MAIN.Entry?SP=10039&amp;PN=1&amp;sl=-">https://www.digitalriver.com/v2...c.MAIN.Entry?SP=10039&amp;PN=1&amp;sl=-</a> ; [DR026323]; <i>BuenSoft Co.</i> , <a href="https://www.digitalriver.com/v2...c.MAIN.Entry?SP=10039&amp;PN=1&amp;sl=-">https://www.digitalriver.com/v2...c.MAIN.Entry?SP=10039&amp;PN=1&amp;sl=-</a> ; [DR026516]; <i>1st Stop</i> , <a href="http://www.1stsoft.com/how2buy.htm">http://www.1stsoft.com/how2buy.htm</a> ; [DR001141-1143]; <i>Schedule Maker</i> , <a href="http://web.archive.org/web/20000303191644/www.craigsystems.com/">http://web.archive.org/web/20000303191644/www.craigsystems.com/</a> ; [DR026692]; [DR026693]; and [DR026694].
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	<i>Welcome to Bitstream, Inc.</i> , <a href="http://web.archive.org/web/19961019044742/www2.digitalriver.com/bit/index.html">http://web.archive.org/web/19961019044742/www2.digitalriver.com/bit/index.html</a> ; and as reconstructed inserting referenced .gif files; [DR000028-31], [DR000032]; see also <i>Facsimile from Andrea Rizzo of Bitstream, Inc.</i> , dated January 24, 1997; [DR000080-86] (forwarding copies of individual Digital River maintained pages for Bitstream online ordering system); <i>Seattle Support Group</i> , <a href="http://www.digitalriver.com/digitalriver/Welcome.qry?type=f&amp;id=1001">http://www.digitalriver.com/digitalriver/Welcome.qry?type=f&amp;id=1001</a> ; and <a href="http://www.digitalriver.com/digitalriver/insertitem.qry?function=insert&amp;item=CDPLV1-TOTW">http://www.digitalriver.com/digitalriver/insertitem.qry?function=insert&amp;item=CDPLV1-TOTW</a> ; [DR000039-50] (Correspondence from Yasuo Noshiro, dated August 2, 1996); <i>1st Software</i> , <a href="http://www3.digitalriver.com/cgi-bin/A1&amp;UserReference=88DE7E7CE9BB083A">http://www3.digitalriver.com/cgi-bin/A1&amp;UserReference=88DE7E7CE9BB083A</a> ; [DR000087-88]; <i>Ronn Scott, Inc. Software Store</i> , <a href="http://www.digitalriver.com/dr/v2/ec.MAIN.Entry?PN=1&amp;SP=10023&amp;V1=10295">http://www.digitalriver.com/dr/v2/ec.MAIN.Entry?PN=1&amp;SP=10023&amp;V1=10295</a> ; [DR000089]; <i>Arrow Publishing Software Store</i> ,

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Claim No.	Claim Language of U.S. Patent No. 6,993,572	Digital River Secure Sales System
	link to specific web pages of the first website.	<a href="https://www.digitalriver.com/v2...c.MAIN.Entry?SP=10039&amp;PN=1&amp;sl=-">https://www.digitalriver.com/v2...c.MAIN.Entry?SP=10039&amp;PN=1&amp;sl=-</a> ; [DR000090]; <i>DTP Direct Software Store</i> , <a href="https://www.digitalriver.com/dr...c.MAIN.Entry?SP=10039&amp;PN=1&amp;sl=-">https://www.digitalriver.com/dr...c.MAIN.Entry?SP=10039&amp;PN=1&amp;sl=-</a> ; [DR000091]; <i>Integratex Software Software Store</i> , <a href="https://www.digitalriver.com/v2...c.Main.Entry?SP=10039&amp;PN=1&amp;sl=-">https://www.digitalriver.com/v2...c.Main.Entry?SP=10039&amp;PN=1&amp;sl=-</a> ; [DR000092]; <i>Innovation Multimedia Software Store</i> , <a href="https://www.digitalriver.com/v2...c.MAIN.Entry?SP=10039&amp;PN=1&amp;sl=-">https://www.digitalriver.com/v2...c.MAIN.Entry?SP=10039&amp;PN=1&amp;sl=-</a> ; [DR000093]; <i>Zask Software Store</i> , <a href="http://www3.digitalriver.com/cgi-bin.C958CCE?54093&amp;function=search_prod">http://www3.digitalriver.com/cgi-bin.C958CCE?54093&amp;function=search_prod</a> ; [DR000094]; <i>North Beach Labs Software Store</i> , <a href="http://www.digitalriver.com/dr/v2/ec.MAIN.Entry?SP=10007&amp;CID=0&amp;SID=66">http://www.digitalriver.com/dr/v2/ec.MAIN.Entry?SP=10007&amp;CID=0&amp;SID=66</a> ; [DR000095]; <i>Welcome to Blue Byte Software, Inc. Ordering System</i> , <a href="http://www3.digitalriver.com/cgi-bin/Tango.cgi/esd/Blubyte/welcome.qry">http://www3.digitalriver.com/cgi-bin/Tango.cgi/esd/Blubyte/welcome.qry</a> ; [DR000096-97]; <i>Auto Fix Corporation Software Store</i> , <a href="http://www.digitalriver.com/dr/v2/ec.main.entry?sp=10007&amp;cid=0&amp;sid=29">http://www.digitalriver.com/dr/v2/ec.main.entry?sp=10007&amp;cid=0&amp;sid=29</a> ; [DR000098-100]; <i>SFS Software Software Store</i> , <a href="http://www.digitalriver.com/dr/v2/ec.MAIN.Entry?PN=1&amp;SP=10023&amp;V1=10952">http://www.digitalriver.com/dr/v2/ec.MAIN.Entry?PN=1&amp;SP=10023&amp;V1=10952</a> ; [DR000101]; <i>Sapient Software Software Store</i> , <a href="http://www.digitalriver.com/dr/v2/ec.MAIN.Master">http://www.digitalriver.com/dr/v2/ec.MAIN.Master</a> ; [DR000102-103]; <i>Buycomp.com</i> , <a href="http://www.digitalriver.com/dr/v2/ec.MAIN.Entry?V1=10029&amp;PN=1&amp;cid=5452">http://www.digitalriver.com/dr/v2/ec.MAIN.Entry?V1=10029&amp;PN=1&amp;cid=5452</a> ; [DR000104-111]; <i>DTP Direct</i> , <a href="http://www4.digitalriver.com/cgi-bin/Tango2.cgi/dealer/atpdirect/home.qry?1d=1020&amp;level=-">http://www4.digitalriver.com/cgi-bin/Tango2.cgi/dealer/atpdirect/home.qry?1d=1020&amp;level=-</a> ; [DR000112];

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Claim No.	Claim Language of U.S. Patent No. 6,993,572	Digital River Secure Sales System
		<i>Lucia Font Family</i> , <a href="http://www3.digitalriver.com/cgi-bin/Tango3.cgi/digitalriver/vandy/setdetail.qry?set=Lucid2">http://www3.digitalriver.com/cgi-bin/Tango3.cgi/digitalriver/vandy/setdetail.qry?set=Lucid2</a> ; [DR000113-115]; <i>Digital River Proposal Summary</i> , April 29, 1998, Figures 1, 2; [DR000066-72]; <i>MICROPROSE</i> ; [DR001002-1003]; <i>Adapte, Inc.</i> , <a href="http://www.digitalriver.com/dr/v2/ec.main.entry?sid=6734&amp;sp=10007&amp;cid=0">http://www.digitalriver.com/dr/v2/ec.main.entry?sid=6734&amp;sp=10007&amp;cid=0</a> ; [DR002313]; <i>Sapient Software</i> , <a href="http://www.digitalriver.com/dr/v2/ec.MAIN.Master">http://www.digitalriver.com/dr/v2/ec.MAIN.Master</a> ; [DR011752-11753]; <i>SFS Software</i> , <a href="http://www.digitalriver.com/dr/v2/ec.MAIN.Entry?PN=1&amp;SP=10023&amp;V1=10952">http://www.digitalriver.com/dr/v2/ec.MAIN.Entry?PN=1&amp;SP=10023&amp;V1=10952</a> ; [DR011948]; <i>Ostis Software</i> ; <a href="https://www.digitalriver.com/dr/v2/ec.MAIN.Entry?SP=10039&amp;PN=1">https://www.digitalriver.com/dr/v2/ec.MAIN.Entry?SP=10039&amp;PN=1</a> ; [DR012171]; <i>Net Namry</i> ; <a href="https://www.digitalriver.com/v2...c.MAIN.Entry?SP=10039&amp;PN=1&amp;sl=-">https://www.digitalriver.com/v2...c.MAIN.Entry?SP=10039&amp;PN=1&amp;sl=-</a> ; [DR012399]; <i>Nesbitt Software Corporation</i> , <a href="http://www.digitalriver.com/dr/v2/ec.MAIN.Master">http://www.digitalriver.com/dr/v2/ec.MAIN.Master</a> ; [DR012486-12487]; <i>Sanbow International, Inc.</i> ; <a href="http://www.digitalriver.com/dr/v2/ec.MAIN.Entry?PN=1&amp;SP=10023&amp;V1=19980">http://www.digitalriver.com/dr/v2/ec.MAIN.Entry?PN=1&amp;SP=10023&amp;V1=19980</a> ; [DR012586]; <i>Tympani Development</i> , <a href="http://www4.digitalriver.com/digitalriver/tympani/baske2.htm">http://www4.digitalriver.com/digitalriver/tympani/baske2.htm</a> ; [DR013400-13401]; [DR013404-13410]; <i>Valley of Fire Software</i> , <a href="http://www.digitalriver.com/dr/v2/ec.MAIN.Entry?SP=10039&amp;PN=1">http://www.digitalriver.com/dr/v2/ec.MAIN.Entry?SP=10039&amp;PN=1</a> ; [DR013718-13720]; <i>Virtus Corporation</i> , <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]; <i>Jan's Journeys</i> ,

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Claim No.	Claim Language of U.S. Patent No. 6,993,572	Digital River Secure Sales System
		<a href="http://www3.digitalriver/cgi-bin/Tango.cgi/esd/Webering/insertitem.qry?UserReference=-">http://www3.digitalriver/cgi-bin/Tango.cgi/esd/Webering/insertitem.qry?UserReference=-</a> ; [DR014211]; <i>Wheeler Arts</i> , <a href="http://www.digitalriver.com/dr/v2/ec.MAIN.Entry?SID=748&amp;SP=10007&amp;CID=0">http://www.digitalriver.com/dr/v2/ec.MAIN.Entry?SID=748&amp;SP=10007&amp;CID=0</a> ; [DR014452-14453]; <i>Whirlwind Technologies</i> , <a href="http://www3.digitalriver.com/cgi-bin.digitalriver/whirlwind/welcome.qry">http://www3.digitalriver.com/cgi-bin.digitalriver/whirlwind/welcome.qry</a> ; [DR014553-14555]; <i>Wilson Learning Corporation</i> , <a href="https://www.digitalriver.com/dr/v2/ec.MAIN.Entry?SP=10039&amp;PN=1&amp;sl=-">https://www.digitalriver.com/dr/v2/ec.MAIN.Entry?SP=10039&amp;PN=1&amp;sl=-</a> ; [DR014746-14747]; <i>Wilson Learning Corporation</i> , <a href="https://www.digitalriver.com/dr/v2/ec.MAIN.Entry?SP=10039&amp;PN=1">https://www.digitalriver.com/dr/v2/ec.MAIN.Entry?SP=10039&amp;PN=1</a> ; [DR014794]; <i>Cyber 411</i> , <a href="http://www3.digitalriver.com/cgi-bin.2AC16A60DCD29&amp;function=search_prod">http://www3.digitalriver.com/cgi-bin.2AC16A60DCD29&amp;function=search_prod</a> ; [DR015415]; <i>Encore Multimedia</i> , <a href="https://www.digitalriver.com/v2...c.MAIN.Entry?SP=10039&amp;PN=1&amp;sl=-">https://www.digitalriver.com/v2...c.MAIN.Entry?SP=10039&amp;PN=1&amp;sl=-</a> ; [DR015956]; <i>Extensis PhotoTools</i> , <a href="http://www3.digitalriver.com/cgi-bin.SFAA5AEAB59B66B0&amp;detail=phototools">http://www3.digitalriver.com/cgi-bin.SFAA5AEAB59B66B0&amp;detail=phototools</a> ; [DR016261-16268]; [DR016300-16305]; <i>Peach Systems</i> , <a href="http://www.digitalriver.com/dr/v2/ec.MAIN.Entry?PN=1&amp;SP=10023&amp;V1=1149">http://www.digitalriver.com/dr/v2/ec.MAIN.Entry?PN=1&amp;SP=10023&amp;V1=1149</a> ; [DR016499]; <i>Peak Technology Ltd.</i> , <a href="http://www.digitalriver.com/v20/plsq/ec.Main.Entry?SP=10007&amp;SID=15008&amp;CID=0">http://www.digitalriver.com/v20/plsq/ec.Main.Entry?SP=10007&amp;SID=15008&amp;CID=0</a> ; [DR016550-16552]; <i>PIM Surl</i> , <a href="https://www.digitalriver.com/dr/v2/ec.MAIN.Entry?SP=10039&amp;PN=1">https://www.digitalriver.com/dr/v2/ec.MAIN.Entry?SP=10039&amp;PN=1</a> ; [DR016751]; [DR016754-16755]; <i>PY Software, Inc.</i> , <a href="http://www.digitalriver.com/dr/v2/ec.MAIN.Entry?PN=1&amp;SP=10023&amp;V1=20061">http://www.digitalriver.com/dr/v2/ec.MAIN.Entry?PN=1&amp;SP=10023&amp;V1=20061</a> ;

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Claim No.	Claim Language of U.S. Patent No. 6,993,572	Digital River Secure Sales System
		<p>[DR017056];</p> <p><i>RBC, Inc.</i>, <a href="https://www.digitalriver.com/v2...c_MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-">https://www.digitalriver.com/v2...c_MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-</a>; [DR017278];</p> <p><i>JP Software, Inc.</i>, <a href="http://www3.digitalriver.com/cgi-bin/Tango.cgi/digitalriver/psofi/welcome.gry">http://www3.digitalriver.com/cgi-bin/Tango.cgi/digitalriver/psofi/welcome.gry</a>; [DR018176];</p> <p><i>Sonera Technologies</i>, <a href="http://www3.digitalriver.com/cgi-bin/Tango6.cgi/esd/sonera/welcome.gry">http://www3.digitalriver.com/cgi-bin/Tango6.cgi/esd/sonera/welcome.gry</a>; [DR018642];</p> <p><i>DisplayMate for Windows</i>, <a href="http://www3.digitalriver.com/cgi-bin/Tang_erence=2BD41D0878A09590&amp;prod=STD-60001-A1">http://www3.digitalriver.com/cgi-bin/Tang_erence=2BD41D0878A09590&amp;prod=STD-60001-A1</a>; [DR018643];</p> <p><i>Southern Software, Inc.</i>, <a href="http://www.digitalriver.com/dr/v2/ec_MAIN.Entry10?PN=1&amp;SP=10023&amp;V1=19092">http://www.digitalriver.com/dr/v2/ec_MAIN.Entry10?PN=1&amp;SP=10023&amp;V1=19092</a>; [DR018660];</p> <p><i>Spectrum Unlimited</i>, <a href="http://www.digitalriver.com/dr/v2/ec_Main.Entry?SP=10007&amp;SID=399&amp;CID=0&amp;CUR=840">http://www.digitalriver.com/dr/v2/ec_Main.Entry?SP=10007&amp;SID=399&amp;CID=0&amp;CUR=840</a>; [DR019032];</p> <p><i>Cat Computer Services (P) Ltd.</i>, <a href="https://www.digitalriver.com/v2...c_MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-">https://www.digitalriver.com/v2...c_MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-</a>; [DR019161];</p> <p><i>Cloud Dragon Designs</i>, <a href="http://www.digitalriver.com/v20...IN.Entry11?sp=10007&amp;PN=1&amp;sl=-57">http://www.digitalriver.com/v20...IN.Entry11?sp=10007&amp;PN=1&amp;sl=-57</a>; [DR019348];</p> <p><i>Cloud Dragon Designs</i>, <a href="http://www3.digitalriver.com/cgi-bin/Ta...ence=EFCF0FF79C4E7715&amp;function=contime">http://www3.digitalriver.com/cgi-bin/Ta...ence=EFCF0FF79C4E7715&amp;function=contime</a>; [DR019354-19357];</p> <p><i>QRSMusic</i>, <a href="https://www.digitalriver.com/v2...c_MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-">https://www.digitalriver.com/v2...c_MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-</a>; [DR020394];</p> <p><i>QRSMusic</i>, <a href="http://www3.digitalriver.com/cgi-bin/Tango.cgi/esd/QRSMusic/welcome.gry?">http://www3.digitalriver.com/cgi-bin/Tango.cgi/esd/QRSMusic/welcome.gry?</a>; [DR020395-20398];</p>

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Claim No.	Claim Language of U.S. Patent No. 6,993,572	Digital River Secure Sales System
		<p><i>PHD Computer Consultants Ltd.</i>, <a href="https://www.digitalriver.com/dr/v2/ec_main.entry?sp=10007&amp;id=0&amp;sid=237">https://www.digitalriver.com/dr/v2/ec_main.entry?sp=10007&amp;id=0&amp;sid=237</a>; [DR020584];</p> <p><i>ParaMind</i>, <a href="http://www.digitalriver.com/v2...c_MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-">http://www.digitalriver.com/v2...c_MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-</a>; [DR020638];</p> <p><i>Cyber 411</i>, <a href="http://www3.digitalriver.com/cgi-b...2AC16A60DCD29&amp;function=search_prod">http://www3.digitalriver.com/cgi-b...2AC16A60DCD29&amp;function=search_prod</a>; [DR020696];</p> <p><i>Fixed It! Software</i>, <a href="https://www.digitalriver.com/v2...c_MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-">https://www.digitalriver.com/v2...c_MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-</a>; [DR020730];</p> <p><i>Forward Design</i>, <a href="https://www.digitalriver.com/v2...c_MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-">https://www.digitalriver.com/v2...c_MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-</a>; [DR020807];</p> <p><i>Global Majic Software, Inc.</i>, <a href="http://www3.digitalriver.com/cgi-bin/Tango.cgi/digitalriver/gms/welcome.gry">http://www3.digitalriver.com/cgi-bin/Tango.cgi/digitalriver/gms/welcome.gry</a>; [DR020915-20916];</p> <p><i>Global Majic Software, Inc.</i>, <a href="https://www.digitalriver.com/v20/plsq/ec_MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-">https://www.digitalriver.com/v20/plsq/ec_MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-</a>; [DR020931];</p> <p><i>IDM Computer Services</i>, <a href="https://www.digitalriver.com/v2...c_MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-">https://www.digitalriver.com/v2...c_MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-</a>; [DR021425];</p> <p><i>Incline Software, LC</i>, <a href=".../ec_MAIN.Entry?SP=10007&amp;SID=30196&amp;CID=0&amp;CUR=840&amp;DSP=0&amp;PGRP=0&amp;CACHE_ID">.../ec_MAIN.Entry?SP=10007&amp;SID=30196&amp;CID=0&amp;CUR=840&amp;DSP=0&amp;PGRP=0&amp;CACHE_ID</a>; [DR021508];</p> <p><i>Innovation Multimedia</i>, <a href="https://www.digitalriver.com/v2...c_MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-">https://www.digitalriver.com/v2...c_MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-</a>; [DR021688];</p> <p><i>Intelligent Technologies</i>, <a href="https://www.digitalriver.com/v2...c_MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-">https://www.digitalriver.com/v2...c_MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-</a>; [DR021824];</p> <p><i>InterDimensions Corp.</i>, <a href="https://www.digitalriver.com/v2...c_MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-">https://www.digitalriver.com/v2...c_MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-</a>; [DR021824];</p>

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Claim No.	Claim Language of U.S. Patent No. 6,993,572	Digital River Secure Sales System
		<p>[DR021884];</p> <p><i>IrwinWare</i>, <a href="http://www.digitalriv.../ec_MAIN.Entry17?SP=10007&amp;PN=5&amp;CID=0&amp;SID=546&amp;PID=24147">http://www.digitalriv.../ec_MAIN.Entry17?SP=10007&amp;PN=5&amp;CID=0&amp;SID=546&amp;PID=24147</a>; [DR021996];</p> <p><i>Olympus America, Inc.</i>, <a href="http://www.digitalriver.com/dr/v2/ec_MAIN.Entry?SP=10007&amp;SID=64&amp;CID=0">http://www.digitalriver.com/dr/v2/ec_MAIN.Entry?SP=10007&amp;SID=64&amp;CID=0</a>; [DR022112-22116];</p> <p><i>Omnibus Typografi</i>, <a href="http://www.digitalriver.com/dr/v2/ec_MAIN.Entry?SID=405&amp;SP=10007&amp;CID=0">http://www.digitalriver.com/dr/v2/ec_MAIN.Entry?SID=405&amp;SP=10007&amp;CID=0</a>; [DR022212];</p> <p><i>Open Window Software</i>, <a href="https://www.digitalriver.com/v2...c_MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-">https://www.digitalriver.com/v2...c_MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-</a>; [DR022232];</p> <p><i>FileStream.com, Inc.</i>, <a href="http://www.digitalriv.../ec_MAIN.Entry17?SP=10007&amp;PN=5&amp;CID=0&amp;SID=124&amp;PID=18660">http://www.digitalriv.../ec_MAIN.Entry17?SP=10007&amp;PN=5&amp;CID=0&amp;SID=124&amp;PID=18660</a>; [DR022291];</p> <p><i>FileStream.com, Inc.</i>, <a href="http://www.digitalriv.../ec_MAIN.Entry17?SP=10007&amp;PN=5&amp;CID=0&amp;SID=124&amp;PID=18267">http://www.digitalriv.../ec_MAIN.Entry17?SP=10007&amp;PN=5&amp;CID=0&amp;SID=124&amp;PID=18267</a>; [DR022295-22296];</p> <p><i>Parthenon Development Corp.</i>, <a href="https://www.digitalriver.com/dr/v2/ec_MAIN.Entry11?SP=10039&amp;PN=1">https://www.digitalriver.com/dr/v2/ec_MAIN.Entry11?SP=10039&amp;PN=1</a>; [DR022379];</p> <p><i>DTP Direct</i>, <a href="https://www.digitalriver.com/dr/v2/ec_MAIN.Entry11?SP=10039&amp;PN=1">https://www.digitalriver.com/dr/v2/ec_MAIN.Entry11?SP=10039&amp;PN=1</a>; [DR022396];</p> <p><i>KH Software Development</i>, <a href="http://www.digitalriver.com/dr/v2/...19007&amp;PN=5&amp;CID=0&amp;SID=912&amp;PID=20301">http://www.digitalriver.com/dr/v2/...19007&amp;PN=5&amp;CID=0&amp;SID=912&amp;PID=20301</a>; [DR022595];</p> <p><i>KnoWare, Inc.</i>, <a href="https://www3.digitalriver.com/dr/v2/ec_MAIN.Entry11?SP=10039&amp;PN=1">https://www3.digitalriver.com/dr/v2/ec_MAIN.Entry11?SP=10039&amp;PN=1</a>; [DR022645];</p> <p><i>KnoWare, Inc.</i>, <a href="http://www3.digitalriver.com/cgi-h...c/itemdetail.gry?prod=KWI-60001-D1">http://www3.digitalriver.com/cgi-h...c/itemdetail.gry?prod=KWI-60001-D1</a>; [DR022671-202672];</p>

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Claim No.	Claim Language of U.S. Patent No. 6,993,572	Digital River Secure Sales System
		<p>22672];</p> <p><i>Lateral Technologies</i>, <a href="https://www.digitalriver.com/v2...c_MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-">https://www.digitalriver.com/v2...c_MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-</a>; [DR022714];</p> <p><i>LatticeWork Software</i>, <a href="http://www.digitalriver.com/dr/v2/ec_MAIN.Entry17?SP=10007&amp;PN=5&amp;CID=0&amp;SID=255&amp;PID=11972">http://www.digitalriver.com/dr/v2/ec_MAIN.Entry17?SP=10007&amp;PN=5&amp;CID=0&amp;SID=255&amp;PID=11972</a>; [DR022732-22733];</p> <p><i>Live Picture</i>, <a href="http://www3.digitalriver.com/cgi...alriver/livepicture/welcome.gry">http://www3.digitalriver.com/cgi...alriver/livepicture/welcome.gry</a>; [DR023055];</p> <p><i>Live Picture</i>, <a href="http://www3.digitalriver.com/di..._UserReference=D39AE4981060E05E">http://www3.digitalriver.com/di..._UserReference=D39AE4981060E05E</a>; [DR023056-23057];</p> <p><a href="http://www3.digitalriver.com/di...&amp;item=LP1-5000-A1&amp;Version=WIN95">http://www3.digitalriver.com/di...&amp;item=LP1-5000-A1&amp;Version=WIN95</a>; [DR023058];</p> <p><a href="http://www3.digitalriver.com/di...F05F&amp;function=form&amp;order=113646">http://www3.digitalriver.com/di...F05F&amp;function=form&amp;order=113646</a>; [DR023059];</p> <p><i>WinSite</i>, <a href="http://www.digitalriver.com/dr/v2/ec_MAIN.Master">http://www.digitalriver.com/dr/v2/ec_MAIN.Master</a>; [DR023093; DR023095];</p> <p><i>DTP Direct</i>, <a href="http://www.digitalriver.com/dr...c_MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-">http://www.digitalriver.com/dr...c_MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-</a>; [DR023202];</p> <p><i>M.Casco Associates</i>, <a href="https://www.digitalriver.com/v2...c_MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-">https://www.digitalriver.com/v2...c_MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-</a>; [DR023236];</p> <p><i>Mach5 Software</i>, <a href="https://www.digitalriver.com/v2...c_MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-">https://www.digitalriver.com/v2...c_MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-</a>; [DR023264];</p> <p><i>MacPEAK</i>, <a href="http://www.digitalriver.com/dr/v2/ec_MAIN.Entry17?SP=10007&amp;PN=5&amp;CID=0&amp;SID=37&amp;PID=9749">http://www.digitalriver.com/dr/v2/ec_MAIN.Entry17?SP=10007&amp;PN=5&amp;CID=0&amp;SID=37&amp;PID=9749</a>; [DR023328];</p> <p><i>Magie Software</i>, <a href="http://www.digitalrive...er/magic3/welcome.gry">http://www.digitalrive...er/magic3/welcome.gry</a>; [DR023359];</p>

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Claim No.	Claim Language of U.S. Patent No. 6,993,572	Digital River Secure Sales System
		<p><i>Markus Friberg Data</i>, <a href="https://www.digitalriver.com/v2...c.MAIN.Entry9?SP=10039&amp;PN=1&amp;s1=">https://www.digitalriver.com/v2...c.MAIN.Entry9?SP=10039&amp;PN=1&amp;s1=</a>; [DR023404];</p> <p><i>Matchup Sports</i>, <a href="https://www.digitalriver.com/v2...c.MAIN.Entry9?SP=10039&amp;PN=1&amp;s1=">https://www.digitalriver.com/v2...c.MAIN.Entry9?SP=10039&amp;PN=1&amp;s1=</a>; [DR023442];</p> <p><i>Medea International Limited</i>, <a href="http://www.digitalriver.com/dr/v2/ec.MAIN.Master">http://www.digitalriver.com/dr/v2/ec.MAIN.Master</a>; [DR023746];</p> <p><i>Kittyhawk Software, Inc.</i>, <a href="http://www3.digitalriver.com/cgi-b...wk/itemdetail.qry?prod=KH-60002-A1">http://www3.digitalriver.com/cgi-b...wk/itemdetail.qry?prod=KH-60002-A1</a>; [DR023884];</p> <p><i>Mercury Interactive Corp.</i>, <a href="https://www.digitalriver.com/v2.../ec.Main.Entry11?SP=10039&amp;PN=1">https://www.digitalriver.com/v2.../ec.Main.Entry11?SP=10039&amp;PN=1</a>; [DR023887-23888];</p> <p><i>Morpheus Software</i>, <a href="https://www.digitalriver.com/v2...c.MAIN.Entry9?SP=10039&amp;PN=1&amp;s1=">https://www.digitalriver.com/v2...c.MAIN.Entry9?SP=10039&amp;PN=1&amp;s1=</a>; [DR024342];</p> <p><i>DTP Direct</i>, <a href="https://www.digitalriver.com/dr...c.MAIN.Entry9?SP=10039&amp;PN=1&amp;s1=">https://www.digitalriver.com/dr...c.MAIN.Entry9?SP=10039&amp;PN=1&amp;s1=</a>; [DR024360];</p> <p><i>M &amp; R Technologies, Inc.</i>, <a href="https://www.digitalriver.com/v2...c.MAIN.Entry9?SP=10039&amp;PN=1&amp;s1=">https://www.digitalriver.com/v2...c.MAIN.Entry9?SP=10039&amp;PN=1&amp;s1=</a>; [DR024369];</p> <p><i>MSI Software, Inc.</i>, <a href="https://www.digitalriver.com/v2...e.MAIN.Entry9?SP=10039&amp;PN=1&amp;s1=">https://www.digitalriver.com/v2...e.MAIN.Entry9?SP=10039&amp;PN=1&amp;s1=</a>; [DR024389];</p> <p><i>DTP Direct</i>, <a href="https://www.digitalriver.com/dr...c.MAIN.Entry9?SP=10039&amp;PN=1&amp;s1=">https://www.digitalriver.com/dr...c.MAIN.Entry9?SP=10039&amp;PN=1&amp;s1=</a>; [DR024415];</p> <p><i>Mythic Images</i>, <a href="https://www.digitalriver.com/v2...c.MAIN.Entry9?SP=10039&amp;PN=1&amp;s1=">https://www.digitalriver.com/v2...c.MAIN.Entry9?SP=10039&amp;PN=1&amp;s1=</a>; [DR024512];</p> <p><i>Mythic Images</i>, <a href="https://www.digitalriver.com/v2...c.MAIN.Entry9?SP=10039&amp;PN=1&amp;s1=">https://www.digitalriver.com/v2...c.MAIN.Entry9?SP=10039&amp;PN=1&amp;s1=</a>; [DR024532];</p> <p><i>NetFormation, Inc.</i>, <a href="https://www.digitalriver.com/v2...c.MAIN.Entry9?SP=10039&amp;PN=1&amp;s1=">https://www.digitalriver.com/v2...c.MAIN.Entry9?SP=10039&amp;PN=1&amp;s1=</a>; [DR024601];</p> <p><i>NetResults Corporation</i>, <a href="https://www.digitalriver.com/v2.../ec.MAIN.Entry11?SP=10039&amp;PN=1">https://www.digitalriver.com/v2.../ec.MAIN.Entry11?SP=10039&amp;PN=1</a>; [DR024649];</p>

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Claim No.	Claim Language of U.S. Patent No. 6,993,572	Digital River Secure Sales System
		<p><i>DTP Direct</i>, <a href="https://www.digitalriver.com/dr/v2/ec.MAIN.Entry11?SP=10039&amp;PN=1">https://www.digitalriver.com/dr/v2/ec.MAIN.Entry11?SP=10039&amp;PN=1</a>; [DR024675];</p> <p><i>New Perspective Software, Inc.</i>, <a href="https://www.digitalriver.com/v2...c.MAIN.Entry9?SP=10039&amp;PN=1&amp;s1=">https://www.digitalriver.com/v2...c.MAIN.Entry9?SP=10039&amp;PN=1&amp;s1=</a>; [DR024693];</p> <p><i>New Vision Technologies, Inc.</i>, <a href="https://www.digitalriver.com/v2...c.MAIN.Entry9?SP=10039&amp;PN=1&amp;s1=">https://www.digitalriver.com/v2...c.MAIN.Entry9?SP=10039&amp;PN=1&amp;s1=</a>; [DR024736];</p> <p><i>NiceTime Entertainment</i>, <a href="https://www.digitalriver.com/v2...c.MAIN.Entry9?SP=10039&amp;PN=1&amp;s1=">https://www.digitalriver.com/v2...c.MAIN.Entry9?SP=10039&amp;PN=1&amp;s1=</a>; [DR024844];</p> <p><i>Nordic Software</i>, <a href="https://www.digitalriver.com/dr/v2/ec.MAIN.Entry11?SP=10039&amp;PN=1">https://www.digitalriver.com/dr/v2/ec.MAIN.Entry11?SP=10039&amp;PN=1</a>; [DR024880];</p> <p><i>3DP Object Technology, Inc.</i>, <a href="https://www.digitalriver.com/v2...c.MAIN.Entry9?SP=10039&amp;PN=1&amp;s1=">https://www.digitalriver.com/v2...c.MAIN.Entry9?SP=10039&amp;PN=1&amp;s1=</a>; [DR025125];</p> <p><i>DTP Direct</i>, <a href="https://www.digitalriver.com/dr...c.MAIN.Entry9?SP=10039&amp;PN=1&amp;s1=">https://www.digitalriver.com/dr...c.MAIN.Entry9?SP=10039&amp;PN=1&amp;s1=</a>; [DR025142];</p> <p><i>A. J. Enterprises</i>, <a href="http://www.digitalriver.com/digitalriver/agent/itemdetail.qry?prod=AJ-001">http://www.digitalriver.com/digitalriver/agent/itemdetail.qry?prod=AJ-001</a>; [DR025445-25446];</p> <p><i>Cyber 411</i>, <a href="http://www3.digitalriver.com/cgi-b...BASE3D1BF84D&amp;function=search_prod">http://www3.digitalriver.com/cgi-b...BASE3D1BF84D&amp;function=search_prod</a>; [DR025637];</p> <p><i>Apple Mountain Software</i>, <a href="https://www.digitalriver.com/v2...c.MAIN.Entry9?SP=10039&amp;PN=1&amp;s1=">https://www.digitalriver.com/v2...c.MAIN.Entry9?SP=10039&amp;PN=1&amp;s1=</a>; [DR025786];</p> <p><i>ARCaine Technology</i>, <a href="http://www4.digitalriver.com/cgi-bin/Tango...ion=insert&amp;item=ARC-60012-A1&amp;version=DC">http://www4.digitalriver.com/cgi-bin/Tango...ion=insert&amp;item=ARC-60012-A1&amp;version=DC</a>; [DR025814];</p> <p><i>ARCaine Technology</i>, <a href="http://inv1.digitalriver.com/cgi-bin/uncgi/arcaine.htm">http://inv1.digitalriver.com/cgi-bin/uncgi/arcaine.htm</a>; [DR025816];</p> <p><i>ARCaine Technology</i>, <a href="http://www4.digitalriver.com/cgi-bin/Tango.cgi/digitalriver/arcaine/welcome.gi">http://www4.digitalriver.com/cgi-bin/Tango.cgi/digitalriver/arcaine/welcome.gi</a></p>

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		<p>[DR025821-25823];</p> <p><i>Arbeats Software</i>, <a href="http://www.digitalriver.com/dr/v2/ec.MAIN.Entry10?PN=1&amp;SP=10023&amp;V1=11495">http://www.digitalriver.com/dr/v2/ec.MAIN.Entry10?PN=1&amp;SP=10023&amp;V1=11495</a>; [DR025922];</p> <p><i>Atlanta Computer Resources</i>, <a href="https://www.digitalriver.com/v2...c.MAIN.Entry9?SP=10039&amp;PN=1&amp;s1=">https://www.digitalriver.com/v2...c.MAIN.Entry9?SP=10039&amp;PN=1&amp;s1=</a>; [DR025990];</p> <p><i>Up To Par</i>, <a href="http://www3.digitalriver.com/cgi-b...s/itemdetail.qry?prod=AUT-00001-A1">http://www3.digitalriver.com/cgi-b...s/itemdetail.qry?prod=AUT-00001-A1</a>; [DR026068];</p> <p><i>Author Direct Shareware</i>, <a href="https://www.digitalriver.com/v2...c.MAIN.Entry9?SP=10039&amp;PN=1&amp;s1=">https://www.digitalriver.com/v2...c.MAIN.Entry9?SP=10039&amp;PN=1&amp;s1=</a>; [DR026163];</p> <p><i>Best Effort Software</i>, <a href="http://www.digitalriv.../ec.MAIN.Entry17c?SP=10007&amp;PN=5&amp;CID=0&amp;SID=81&amp;PID=17937">http://www.digitalriv.../ec.MAIN.Entry17c?SP=10007&amp;PN=5&amp;CID=0&amp;SID=81&amp;PID=17937</a>; [DR026303];</p> <p><i>Best Effort Software</i>, <a href="https://www.digitalriver.com/v2...c.MAIN.Entry9?SP=10039&amp;PN=1&amp;s1=">https://www.digitalriver.com/v2...c.MAIN.Entry9?SP=10039&amp;PN=1&amp;s1=</a>; [DR026323];</p> <p><i>BuenSoft Co.</i>, <a href="https://www.digitalriver.com/v2...c.MAIN.Entry9?SP=10039&amp;PN=1&amp;s1=">https://www.digitalriver.com/v2...c.MAIN.Entry9?SP=10039&amp;PN=1&amp;s1=</a>; [DR026516];</p> <p><i>1<sup>st</sup> Stop</i>, <a href="http://www.1stopsoft.com/how2buy.htm">http://www.1stopsoft.com/how2buy.htm</a>; [DR001141-1143];</p> <p><i>ScheduleMaker</i>, <a href="http://web.archive.org/web/20000303191644/www.craigsystems.com/">http://web.archive.org/web/20000303191644/www.craigsystems.com/</a>; [DR026692];</p> <p>[DR026693]; and</p> <p>[DR026694].</p>
23	The process of claim 17 wherein the commerce	"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

Comparison of U.S. Patent No. 6,993,572 and Digital River Secure Sales System Prior Art

Claim No.	Claim Language of U.S. Patent No. 6,993,572	Digital River Secure Sales System
	object is a set of product categories and further comprising accepting search parameters through the composite web page and using said parameters to search for specific products within the product categories.	<p>be featured on the front page of this store to provide for greater attention. For an example of how the EA Store might look, please refer to Figure 2." <i>Digital River Proposal Summary</i>, April 29, 1998, Figure 2; [DR000066-72];</p> <p><i>Welcome to Bitstream, Inc.</i>, <a href="http://web.archive.org/web/19961019044742/www2.digitalriver.com/bit/index.html">http://web.archive.org/web/19961019044742/www2.digitalriver.com/bit/index.html</a>; and as reconstructed inserting referenced .gif files; [DR000028-31], [DR000032]; see also <i>Facsimile from Andrea Rizzo of Bitstream, Inc.</i>, dated January 24, 1997; [DR000080-86] (forwarding copies of individual Digital River maintained pages for Bitstream online ordering system);</p> <p><i>Seattle Support Group</i>, <a href="http://www.digitalriver.com/digitalriver/Welcome.qry?type=Hid=1001">http://www.digitalriver.com/digitalriver/Welcome.qry?type=Hid=1001</a>; and <a href="http://www.digitalriver.com/digitalriver/insertitem.qry?function=insert&amp;item=CDPLV1-TOTW">http://www.digitalriver.com/digitalriver/insertitem.qry?function=insert&amp;item=CDPLV1-TOTW</a>; [DR000039-50] (Correspondence from Yasuo Noshiro, dated August 2, 1996);</p> <p><i>1<sup>st</sup> Software</i>, <a href="http://www3.digitalriver.com/cgi-b...A1&amp;UserReference=88DE7EC7E9B083A">http://www3.digitalriver.com/cgi-b...A1&amp;UserReference=88DE7EC7E9B083A</a>; [DR000087-88];</p> <p><i>Buycomp.com</i>, <a href="http://www.digitalriver.com/dr/v2/ec.MAIN.Entry10?V1=10029&amp;PN=1&amp;cid=5452">http://www.digitalriver.com/dr/v2/ec.MAIN.Entry10?V1=10029&amp;PN=1&amp;cid=5452</a>; [DR00104-111];</p> <p><i>DTP Direct</i>, <a href="http://www4.digitalriver.com/cgi-bin/Tango.cgi/dealer/dtpdirect/home?qrV1d=1020&amp;level=">http://www4.digitalriver.com/cgi-bin/Tango.cgi/dealer/dtpdirect/home?qrV1d=1020&amp;level=</a>; [DR000112];</p> <p><i>Digital River Proposal Summary</i>, April 29, 1998, Figure 2; [DR000066-72];</p> <p><i>Adaptex, Inc.</i>, <a href="http://www.digitalriver.com/dr/v2/ec_main.entry?sid=6734&amp;sp=10007&amp;cid=0">http://www.digitalriver.com/dr/v2/ec_main.entry?sid=6734&amp;sp=10007&amp;cid=0</a>; [DR002313];</p> <p><i>Cyber 411</i>, <a href="http://www3.digitalriver.com/cgi-b...2AC16A60DCD29&amp;function=search_prod">http://www3.digitalriver.com/cgi-b...2AC16A60DCD29&amp;function=search_prod</a>; [DR015415];</p> <p><i>Cyber 411</i>, <a href="http://www3.digitalriver.com/cgi-b...2AC16A60DCD29&amp;function=search_prod">http://www3.digitalriver.com/cgi-b...2AC16A60DCD29&amp;function=search_prod</a>; [DR020696];</p> <p><i>DTP Direct</i>, <a href="https://www.digitalriver.com/dr/v2/ec.MAIN.Entry11?SP=10039&amp;PN=1">https://www.digitalriver.com/dr/v2/ec.MAIN.Entry11?SP=10039&amp;PN=1</a>; [DR022396];</p>

Comparison of U.S. Patent No. 6,993,572 and Digital River Secure Sales System Prior Art

Claim No.	Claim Language of U.S. Patent No. 6,993,572	Digital River Secure Sales System
		<p><i>LatticeWork Software</i>, <a href="http://www.digitalriver.com/dr/v2/ec_MAIN.Entrv17e?SP=10007&amp;PN=5&amp;CID=0&amp;SID=255&amp;PID=11972">http://www.digitalriver.com/dr/v2/ec_MAIN.Entrv17e?SP=10007&amp;PN=5&amp;CID=0&amp;SID=255&amp;PID=11972</a>; [DR022732-22733];</p> <p><i>WinSite</i>, <a href="http://www.digitalriver.com/dr/v2/ec_MAIN.Master">http://www.digitalriver.com/dr/v2/ec_MAIN.Master</a>; [DR023093; DR023095];</p> <p><i>DTP Direct</i>, <a href="http://www.digitalriver.com/dr...c_MAIN.Entrv9?SP=10039&amp;PN=1&amp;sl=-">http://www.digitalriver.com/dr...c_MAIN.Entrv9?SP=10039&amp;PN=1&amp;sl=-</a>; [DR023202];</p> <p><i>Medea International Limited</i>, <a href="http://www.digitalriver.com/dr/v2/ec_MAIN.Master">http://www.digitalriver.com/dr/v2/ec_MAIN.Master</a>; [DR023746];</p> <p><i>DTP Direct</i>, <a href="https://www.digitalriver.com/dr...c_MAIN.Entrv9?SP=10039&amp;PN=1&amp;sl=-">https://www.digitalriver.com/dr...c_MAIN.Entrv9?SP=10039&amp;PN=1&amp;sl=-</a>; [DR024360];</p> <p><i>DTP Direct</i>, <a href="https://www.digitalriver.com/dr...c_MAIN.Entrv9?SP=10039&amp;PN=1&amp;sl=-">https://www.digitalriver.com/dr...c_MAIN.Entrv9?SP=10039&amp;PN=1&amp;sl=-</a>; [DR024415];</p> <p><i>DTP Direct</i>, <a href="https://www.digitalriver.com/dr/v2/ec_MAIN.Entrv11?SP=10039&amp;PN=1">https://www.digitalriver.com/dr/v2/ec_MAIN.Entrv11?SP=10039&amp;PN=1</a>; [DR024675];</p> <p><i>DTP Direct</i>, <a href="https://www.digitalriver.com/dr...c_MAIN.Entrv9?SP=10039&amp;PN=1&amp;sl=-">https://www.digitalriver.com/dr...c_MAIN.Entrv9?SP=10039&amp;PN=1&amp;sl=-</a>; [DR025142];</p> <p><i>Cyber 411</i>, <a href="http://www3.digitalriver.com/cgi-bin_BASE73D1BF84D&amp;function=search_prod">http://www3.digitalriver.com/cgi-bin_BASE73D1BF84D&amp;function=search_prod</a>; [DR025637];</p> <p>[DR026692];</p> <p>[DR026693]; and</p> <p>[DR026694].</p>

Comparison of the U.S. Patent No. 6,993,572 and U.S. Patent No. 6,141,666 "Method and system for customizing marketing services on networks communicating with hypertext tagging conventions"<sup>1</sup>

Based upon the Court's claim construction order [DI 309], the claim interpretations Plaintiff appears to be asserting and the alleged applications of those interpretations to one or more products of Defendants' products in Plaintiff's Amended Infringement Contentions served January 23, 2012, the U.S. Patent No. 6,141,666 anticipates and/or renders obvious, alone or in combination with other prior art identified in Defendants' Amended Invalidity Contentions, the asserted claims as described in part below.

Claim No.	Claim Language of U.S. Patent No. 6,993,572	Relevant Disclosure in U.S. Patent No. 6,141,666 ("the '666 patent")
13	An e commerce outsourcing system comprising:	<p>"Although the present invention can be used in many applications which can utilize customization marketing tools unique to client/server communications across variety of communication network structures, the present invention is described in its application to PC Flowers &amp; Gifts, an Internet site providing floral and gift services through Web site pages which are dynamically customized to the requirements of other Internet sites referring clients, e.g., consumers, to the PC Flowers &amp; Gifts Web site pages." Column 5, lines 3-11.</p> <p>"The automatic tracking of the participating or referring Internet sites is crucial to transparently customizing Web site pages to take advantage of brand name recognition and customer loyalty." Column 5, lines 42-45.</p> <p>Also see column 9, lines 5-51; FIGs. 11A-20.</p>
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	<p>The '666 Patent teaches:</p> <ul style="list-style-type: none"> <li>a host web page (e.g., <a href="http://homearts.com/market/Main/">http://homearts.com/market/Main/</a>; FIG. 21B; and <a href="http://pathfinder.com/">http://pathfinder.com/</a>; FIG. 11B); and</li> <li>a link (e.g., label 21B1 in FIG. 21B; and label 11B3 in FIG. 11B).</li> </ul> <p>The link is correlated with a selected commerce object. For example, link 21B1 on the host website shown in FIG. 21B links to the website shown in FIG. 21C. The website shown in FIG. 21C includes the commerce object (e.g., an electronic catalog of links to product categories (e.g., links 103-106) sold at the HomeArts Flower &amp; Gifts website).</p>

<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). [DFNT00000001-000000033]

Comparison of the U.S. Patent No. 6,993,572 and U.S. Patent No. 6,141,666 "Method and system for customizing marketing services on networks communicating with hypertext tagging conventions"

Claim No.	Claim Language of U.S. Patent No. 6,993,572	Relevant Disclosure in U.S. Patent No. 6,141,666 ("the '666 patent")
		<p>The host web page is a participating web page (e.g., Homearts in FIGs. 21A and 21B or Pathfinder in FIG. 11A and 11B), the composite web page is PC Flower &amp; Gifts web page, and the merchant is the vendor providing the flowers or other products (e.g., FTD (label 301), Nature's Bloom, and Flowers Direct From Grower in FIGs. 3, 13, and 23; Hickory Farms (labels 405 and 406), Russ (label 407) in FIGs. 4, 14, and 24; FTD in FIGs. 5, 15, and 25; Nature's Bloom in FIGs. 9, 19A and 29A).</p> <p>"The system presents HTML documents which contain hypertext links, presented as single links or image maps, e.g., grouped links, which are anchored to data that is dynamically retrieved by the database means in response to the particular class to which the client belongs to, e.g., based on the identity of the network site referring the client to the system's server. Such a dynamic retrieval of data facilitates dynamic configuration of content on all anchored HTML documents so as to meet specific requirements of a marketing participant." Column 3, lines 23-32.</p> <p>"A typical server platform includes hardware such as a CPU, e.g. Pentium microprocessor, RAM, ROM, hard drive, modem, and optional removable storage devices, e.g., floppy or CD-ROM drive. The server hardware is configured by software including an operating system, e.g. Windows 95 or NT, Web server software, e.g., Netscape Commerce Server, and database software, e.g. Oracle RDBMS." Column 6, lines 46-53.</p> <p>"The Web site page 21A0 includes a hypertext link 21A1 to a Homearts' Web site page 21B1 shown in FIG. 21B, which offers marketing services to clients. The hypertext link 21B1 provides a jump to the PC Flowers &amp; Gifts Web site pages depicted in FIGs. 1C-10, but which have been customized in accordance with the marketing partner's private label requirements." Column 9, lines 56-62; FIGs. 21A-C.</p> <p>"Each private label web site has on each page a custom icon that hyperlinks back to the private label partner's web site, a navigation bar that hyperlinks to areas within the private label partner's web site and maintains the look and feel of the partner's web site." Column 12, lines 47-51.</p>

Comparison of the U.S. Patent No. 6,993,572 and U.S. Patent No. 6,141,666 "Method and system for customizing marketing services on networks communicating with hypertext tagging conventions"

Claim No.	Claim Language of U.S. Patent No. 6,993,572	Relevant Disclosure in U.S. Patent No. 6,141,666 ("the '666 patent")
		<p>"The PC Flowers &amp; Gifts marketing program comprising the floral and gift Web site pages are dynamically customized in accordance with the participating Internet site's requirements which may be co-branded, private label or, a program of labeling unique to the participating Web site. More specifically, the PC Flowers &amp; Gifts Web site pages are customized in both a graphic and a content format to take advantage of the consumers [sic] familiarity with the participating Internet site's position in the marketplace, the consumer's trust in the participating Internet site's established brand name, or the consumer's existing relationship with the participating Web site." Column 5, lines 18-29.</p> <p>"[I]f a consumer were to visit one of the private label floral and gift services home page of the Internet site "Homearts", all the graphics and product categories on each of the PC Flowers &amp; Gifts Web site pages, available through a hypertext link from a Homearts Web site, are fully customized in graphic and content format to reflect only the Homearts brand name." Column 5, lines 55-60.</p> <p>"FIGs. 21C-30 show private label Web site pages that correlate to the PC Flowers &amp; Gifts Web site pages depicted in FIGs. 1C-10. However, the Web site pages of FIGs. 21C-30 are customized with only the marketing partner's brand, Pathfinder [sic]. Referring to the Web site page 2100, shown in FIG. 21C, the client's familiarity with the marketing partner's brand is reinforced through the use of a fully customized header 2116, "Homearts Flowers &amp; Gifts", and a fully customized footer 2117, "Homearts". The fully customized header 1116 and footer 2117 are also used on Web site pages 2200, 2300, 2400, 2500, 2600, 2700, 2800, 2900 and 3000." Column 9, line 63 - column 6, line 7; FIGs. 21C-30.</p> <p>"Still referring to FIG. 21C, like the home page image map 101 discussed above, the home page image map 2101 herein is a grouping of the hypertext links 108-112, wherein the 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 &amp; Gifts Web site pages that are dynamically created with fully customized graphic and text features according to Homearts' preferences. Such a private label customization of</p>

Comparison of the U.S. Patent No. 6,993,572 and U.S. Patent No. 6,141,666 "Method and system for customizing marketing services on networks communicating with hypertext tagging conventions"

Claim No.	Claim Language of U.S. Patent No. 6,993,572	Relevant Disclosure in U.S. Patent No. 6,141,666 ("the '666 patent")
		<p>the Web site pages takes advantage of the client's existing relationship and familiarity with the marketing partner, Homearts. In addition, the hypertext link grouping 2103 retains the links 102-107 of the PC Flowers &amp; Gifts Web site pages, however, like the home page image map 2101, the hypertext link grouping 2103 provides jumps to PC Flowers and Web site pages that are fully customized with the private label Homearts." Column 10, lines 8-26; FIG. 21C.</p> <p><i>Also see</i> column 9, lines 5-51; FIGs. 11A-20.</p>
13(b)	<p>a computer processor coupled to the data store and in communication through the Internet with the host web page and programmed, upon receiving an indication that the link has been activated by a visitor computer in Internet communication with the host web page, to serve a composite web page to the visitor computer with a look and feel based on the look and feel description in the data store and with content based on the commerce object associated with the link.</p>	<p>The visitor computer is served a composite web page with content based on the commerce object associated with the link. For example, link 21B1 on the host website shown in FIG. 21B links to the website shown in FIG. 21C. The website shown in FIG. 21C includes the selected commerce object (e.g., an electronic catalog of links to product categories (e.g., links 103-106) sold at the HomeArts Flower &amp; Gifts website).</p> <p>The host web page is a participating web page (e.g., Homearts in FIGs. 21A and 21B or Pathfinder in FIG. 11A and 11B), the composite web page is PC Flower &amp; Gifts web page, and the merchant is the vendor providing the flowers or other products (e.g., FTD (label 301), Nature's Bloom, and Flowers Direct From Grower in FIGs. 3, 13, and 23; Hickory Farms (labels 405 and 406), Russ (label 407) in FIGs. 4, 14, and 24; FTD in FIGs. 5, 15, and 25; Nature's Bloom in FIGs. 9, 19A and 29A).</p> <p>"A typical server platform includes hardware such as a CPU, e.g. Pentium microprocessor, RAM, ROM, hard drive, modem, and optional removable storage devices, e.g., floppy or CD ROM drive. The server hardware is configured by software including an operating system, e.g. Windows 95 or NT, Web server software, e.g., Netscape Commerce Server, and database software, e.g. Oracle RDBMS." Column 6, lines 46-53.</p> <p>"Each private label web site has on each page a custom icon that hyperlinks back to the private label partner's web site, a navigation bar that hyperlinks to areas within the private label partner's web site and maintains the look and feel of the partner's</p>

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Comparison of the U.S. Patent No. 6,993,572 and U.S. Patent No. 6,141,666 "Method and system for customizing marketing services on networks communicating with hypertext tagging conventions"

Claim No.	Claim Language of U.S. Patent No. 6,993,572	Relevant Disclosure in U.S. Patent No. 6,141,666 ("the '666 patent")
		<p>web site." Column 12, lines 47-51.</p> <p>"The Web site page 21A0 includes a hypertext link 21A1 to a Homearts' Web site page 21B1 shown in FIG. 21B, which offers marketing services to clients. The hypertext link 21B1 provides a jump to the PC Flowers &amp; Gifts Web site pages depicted in FIGS. 1C-10, but which have been customized in accordance with the marketing partner's private label requirements." Column 9, lines 56-62; FIGs. 21A-C.</p> <p>"The PC Flowers &amp; Gifts marketing program comprising the floral and gift Web site pages are dynamically customized in accordance with the participating Internet site's requirements which may be co-branded, private label or, a program of labeling unique to the participating Web site. More specifically, the PC Flowers &amp; Gifts Web site pages are customized in both a graphic and a content format to take advantage of the consumers [sic] familiarity with the participating Internet site's position in the marketplace, the consumer's trust in the participating Internet site's established brand name, or the consumer's existing relationship with the participating Web site." Column 5, lines 18-29.</p> <p>"[I]f a consumer were to visit one of the private label floral and gift services home page of the Internet site "Homearts", all the graphics and product categories on each of the PC Flowers &amp; Gifts Web site pages, available through a hypertext link from a Homearts Web site, are fully customized in graphic and content format to reflect only the Homearts brand name." Column 5, lines 55-60.</p> <p>"FIGs. 21C-30 show private label Web site pages that correlate to the PC Flowers &amp; Gifts Web site pages depicted in FIGS. 1C-10. However, the Web site pages of FIGS. 21C-30 are customized with only the marketing partner's brand, Pathfinder [sic]. Referring to the Web site page 2100, shown in FIG. 21C, the client's familiarity with the marketing partner's brand is reinforced through the use of a fully customized header 2116, "Homearts Flowers &amp; Gifts", and a fully customized footer 2117, "Homearts". The fully customized header 1116 and footer 2117 are also used on Web site pages 2200, 2300, 2400, 2500, 2600, 2700, 2800, 2900 and 3000."</p>

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Comparison of the U.S. Patent No. 6,993,572 and U.S. Patent No. 6,141,666 "Method and system for customizing marketing services on networks communicating with hypertext tagging conventions"

Claim No.	Claim Language of U.S. Patent No. 6,993,572	Relevant Disclosure in U.S. Patent No. 6,141,666 ("the '666 patent")
		<p>Column 9, line 63 - column 6, line 7; FIGs. 21C-30.</p> <p>"Still referring to FIG. 21C, like the home page image map 101 discussed above, the home page image map 2101 herein is a grouping of the hypertext links 108-112, wherein the sever files for the linked Web site pages are dynamically created to reflect preferences of the marketing partner, which in this instance is a private label customizing for Homearts. Accordingly, all the server Web site pages accessed through the home page image map 2101 are anchored to PC Flowers &amp; Gifts Web site pages that are dynamically created with fully customized graphic and text features according to Homearts' preferences. Such a private label customization of the Web site pages takes advantage of the client's existing relationship and familiarity with the marketing partner, Homearts. In addition, the hypertext link grouping 2103 retains the links 102-107 of the PC Flowers &amp; Gifts Web site pages, however, like the home page image map 2101, the hypertext link grouping 2103 provides jumps to PC Flowers and Web site pages that are fully customized with the private label Homearts." Column 10, lines 8-26; FIG. 21C.</p> <p><i>Also see</i> column 9, lines 5-51; FIGs. 11A-20.</p> <p>The owner of the first web page is the owner of a participating Web site (e.g., Homearts in FIGs. 21A and 21B or Pathfinder in FIG. 11A and 11B), the outsource provider is PC Flower &amp; Gifts, and the selected merchant is the vendor providing the flowers or other products (e.g., FTD (label 301), Nature's Bloom, and Flowers Direct From Grower in FIGs. 3, 13, and 23; Hickory Farms (labels 405 and 406), Russ (label 407) in FIGs. 4, 14, and 24; FTD in FIGs. 5, 15, and 25; Nature's Bloom in FIGs. 9, 19A and 29A).</p>
17	<p>An e commerce outsourcing process comprising the steps of:</p>	<p>"Although the present invention can be used in many applications which can utilize customization marketing tools unique to client/server communications across variety of communication network structures, the present invention is described in its application to PC Flowers &amp; Gifts, an Internet site providing floral and gift services through Web site pages which are dynamically customized to the requirements of other Internet sites referring clients, e.g., consumers, to the PC Flowers &amp; Gifts Web</p>

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Comparison of the U.S. Patent No. 6,993,572 and U.S. Patent No. 6,141,666 "Method and system for customizing marketing services on networks communicating with hypertext tagging conventions"

Claim No.	Claim Language of U.S. Patent No. 6,993,572	Relevant Disclosure in U.S. Patent No. 6,141,666 ("the '666 patent")
		<p>site pages." Column 5, lines 3-11.</p> <p>"The automatic tracking of the participating or referring Internet sites is crucial to transparently customizing Web site pages to take advantage of brand name recognition and customer loyalty." Column 5, lines 42-45.</p> <p><i>Also see</i> column 9, lines 5-51; FIGs. 11A-20.</p>
17(a)	<p>storing a look and feel description associated with a first website in a data store associated with a second website;</p>	<p>The '666 Patent teaches:</p> <ul style="list-style-type: none"> <li>• a first website (e.g., <a href="http://homearts.com">http://homearts.com</a>; FIGs. 21A-B; and <a href="http://pathfinder.com/">http://pathfinder.com/</a>; FIGs. 11A-B); and</li> <li>• a second website (e.g., <a href="http://homearts.pcflowers.com/">http://homearts.pcflowers.com/</a>; FIG. 21C; and <a href="http://pathfinder.pcflowers.com/">http://pathfinder.pcflowers.com/</a>; FIG. 11C).</li> </ul> <p>The first website is a participating Web site (e.g., Homearts in FIGs. 21A and 21B or Pathfinder in FIG. 11A and 11B); the second website is PC Flower &amp; Gifts website, and the merchant is the vendor providing the flowers or other products (e.g., FTD (label 301), Nature's Bloom, and Flowers Direct From Grower in FIGs. 3, 13, and 23; Hickory Farms (labels 405 and 406), Russ (label 407) in FIGs. 4, 14, and 24; FTD in FIGs. 5, 15, and 25; Nature's Bloom in FIGs. 9, 19A and 29A).</p> <p>"The system presents HTML documents which contain hypertext links, presented as single links or image maps, e.g., grouped links, which are anchored to data that is dynamically retrieved by the database means in response to the particular class to which the client belongs to, e.g., based on the identity of the network site referring the client to the system's server. Such a dynamic retrieval of data facilitates dynamic configuration of content on all anchored HTML documents so as to meet specific requirements of a marketing participant." Column 3, lines 23-32.</p> <p>"A typical server platform includes hardware such as a CPU, e.g. Pentium microprocessor, RAM, ROM, hard drive, modem, and optional removable storage devices, e.g., floppy or CD ROM drive. The server hardware is configured by software including an operating system, e.g. Windows 95 or NT, Web server software, e.g., Netscape Commerce Server, and database software, e.g. Oracle</p>

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Comparison of the U.S. Patent No. 6,993,572 and U.S. Patent No. 6,141,666 "Method and system for customizing marketing services on networks communicating with hypertext tagging conventions"

Claim No.	Claim Language of U.S. Patent No. 6,993,572	Relevant Disclosure in U.S. Patent No. 6,141,666 ("the '666 patent")
		<p>RDBMS." Column 6, lines 46-53.</p> <p>"The Web site page 21A0 includes a hypertext link 21A1 to a Homearts' Web site page 21B1 shown in FIG. 21B, which offers marketing services to clients. The hypertext link 21B1 provides a jump to the PC Flowers &amp; Gifts Web site pages depicted in FIGS. 1C-10, but which have been customized in accordance with the marketing partner's private label requirements." Column 9, lines 56-62; FIGS. 21A-C.</p> <p>"Each private label web site has on each page a custom icon that hyperlinks back to the private label partner's web site, a navigation bar that hyperlinks to areas within the private label partner's web site and maintains the look and feel of the partner's web site." Column 12, lines 47-51.</p> <p>"The PC Flowers &amp; Gifts marketing program comprising the floral and gift Web site pages are dynamically customized in accordance with the participating Internet site's requirements which may be co-branded, private label or, a program of labeling unique to the participating Web site. More specifically, the PC Flowers &amp; Gifts Web site pages are customized in both a graphic and a content format to take advantage of the consumers [sic] familiarity with the participating Internet site's position in the marketplace, the consumer's trust in the participating Internet site's established brand name, or the consumer's existing relationship with the participating Web site." Column 5, lines 18-29.</p> <p>"[I]f a consumer were to visit one of the private label floral and gift services home page of the Internet site "Homearts", all the graphics and product categories on each of the PC Flowers &amp; Gifts Web site pages, available through a hypertext link from a Homearts Web site, are fully customized in graphic and content format to reflect only the Homearts brand name." Column 5, lines 55-60.</p> <p>"FIGS. 21C-30 show private label Web site pages that correlate to the PC Flowers &amp; Gifts Web site pages depicted in FIGS. 1C-10. However, the Web site pages of FIGS. 21C-30 are customized with only the marketing partner's brand, Pathfinder [sic]. Referring to the Web site page 2100, shown in FIG. 21C, the client's</p>

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Comparison of the U.S. Patent No. 6,993,572 and U.S. Patent No. 6,141,666 "Method and system for customizing marketing services on networks communicating with hypertext tagging conventions"

Claim No.	Claim Language of U.S. Patent No. 6,993,572	Relevant Disclosure in U.S. Patent No. 6,141,666 ("the '666 patent")
		<p>familiarity with the marketing partner's brand is reinforced through the use of a fully customized header 2116, "Homearts Flowers &amp; Gifts", and a fully customized footer 2117, "Homearts". The fully customized header 1116 and footer 2117 are also used on Web site pages 2200, 2300, 2400, 2500, 2600, 2700, 2800, 2900 and 3000." Column 9, line 63 - column 6, line 7; FIGS. 21C-30.</p> <p>"Still referring to FIG. 21C, like the home page image map 101 discussed above, the home page image map 2101 herein is a grouping of the hypertext links 108-112, wherein the 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 &amp; Gifts Web site pages that are dynamically created with fully customized graphic and text features according to Homearts' preferences. Such a private label customization of the Web site pages takes advantage of the client's existing relationship and familiarity with the marketing partner, Homearts. In addition, the hypertext link grouping 2103 retains the links 102-107 of the PC Flowers &amp; Gifts Web site pages, however, like the home page image map 2101, the hypertext link grouping 2103 provides jumps to PC Flowers and Web site pages that are fully customized with the private label Homearts." Column 10, lines 8-26; FIG. 21C.</p> <p>Also see column 9, lines 5-51; FIGS. 11A-20.</p>
17(b)	including within a web page of the first website, which web page has a look and feel substantially corresponding to the stored look and feel description, a link correlating the web page with a commerce object; and	<p>The '666 Patent teaches:</p> <ul style="list-style-type: none"> <li>• a web page (<a href="http://homearts.com/market/Main/...">http://homearts.com/market/Main/...</a>; FIG. 21B) of the first website (e.g., <a href="http://homearts.com">http://homearts.com</a>; FIGS. 21A-B; and <a href="http://pathfinder.com/">http://pathfinder.com/</a>; FIGS. 11A-B); and</li> <li>• a link (e.g., label 21B1 in FIG. 21B; and label 11B3 in FIG. 11B).</li> </ul> <p>The link is correlated with a commerce object. For example, link 21B1 on the host website shown in FIG. 21B links to the website shown in FIG. 21C. The website shown in FIG. 21C includes the selected commerce object (e.g., an electronic catalog of links to product categories (e.g., links 103-106)) sold at the HomeArts Flower &amp; Gifts website).</p>

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Comparison of the U.S. Patent No. 6,993,572 and U.S. Patent No. 6,141,666 "Method and system for customizing marketing services on networks communicating with hypertext tagging conventions"

Claim No.	Claim Language of U.S. Patent No. 6,993,572	Relevant Disclosure in U.S. Patent No. 6,141,666 ("the '666 patent")
		<p>The first website is a participating Web site (e.g., Homearts in FIGS. 21A and 21B or Pathfinder in FIG. 11A and 11B), the second website is PC Flower &amp; Gifts website, and the merchant is the vendor providing the flowers or other products (e.g., FTD (label 301), Nature's Bloom, and Flowers Direct From Grower in FIGS. 3, 13, and 23; Hickory Farms (labels 405 and 406), Russ (label 407) in FIGS. 4, 14, and 24; FTD in FIGS. 5, 15, and 25; Nature's Bloom in FIGS. 9, 19A and 29A).</p> <p>"The Web site page 21A0 includes a hypertext link 21A1 to a Homearts' Web site page 21B1 shown in FIG. 21B, which offers marketing services to clients. The hypertext link 21B1 provides a jump to the PC Flowers &amp; Gifts Web site pages depicted in FIGS. 1C-10, but which have been customized in accordance with the marketing partner's private label requirements.</p> <p>FIGS. 21C-30 show private label Web site pages that correlate to the PC Flowers &amp; Gifts Web site pages depicted in FIGS. 1C-10." Column 9, lines 56-65; FIGS. 21A-C.</p> <p>Also see column 9, lines 5-51; FIGS. 11A-20.</p>
17(c)	upon receiving an activation of the link from a visitor computer to which the web page has been served, serving to the visitor computer from the second website a composite web page having a look and feel corresponding to the stored look and feel description of the first website and having content based on the commerce object associated with the link.	<p>The '666 Patent teaches:</p> <ul style="list-style-type: none"> <li>• the link (e.g., label 21B1 in FIG. 21B; and label 11B3 in FIG. 11B);</li> <li>• a composite web page (e.g., <a href="http://homearts.pcfloowers.com/">http://homearts.pcfloowers.com/</a>; FIG. 21C; and <a href="http://pathfinder.pcfloowers.com/">http://pathfinder.pcfloowers.com/</a>; FIG. 11C); and</li> <li>• the first website (e.g., <a href="http://homearts.com">http://homearts.com</a>; FIGS. 21A-B; and <a href="http://pathfinder.com/">http://pathfinder.com/</a>; FIGS. 11A-B).</li> </ul> <p>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 website shown in FIG. 21C includes the selected commerce object (e.g., an electronic catalog of links to product categories (e.g., links 103-106)) sold at the HomeArts Flower &amp; Gifts website).</p>

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Comparison of the U.S. Patent No. 6,993,572 and U.S. Patent No. 6,141,666 "Method and system for customizing marketing services on networks communicating with hypertext tagging conventions"

Claim No.	Claim Language of U.S. Patent No. 6,993,572	Relevant Disclosure in U.S. Patent No. 6,141,666 ("the '666 patent")
		<p>The first website is a participating Web site (e.g., Homearts in FIGS. 21A and 21B or Pathfinder in FIG. 11A and 11B), the second website is PC Flower &amp; Gifts website, and the merchant is the vendor providing the flowers or other products (e.g., FTD (label 301), Nature's Bloom, and Flowers Direct From Grower in FIGS. 3, 13, and 23; Hickory Farms (labels 405 and 406), Russ (label 407) in FIGS. 4, 14, and 24; FTD in FIGS. 5, 15, and 25; Nature's Bloom in FIGS. 9, 19A and 29A).</p> <p>"Each private label web site has on each page a custom icon that hyperlinks back to the private label partner's web site, a navigation bar that hyperlinks to areas within the private label partner's web site and maintains the look and feel of the partner's web site." Column 12, lines 47-51.</p> <p>"The Web site page 21A0 includes a hypertext link 21A1 to a Homearts' Web site page 21B1 shown in FIG. 21B, which offers marketing services to clients. The hypertext link 21B1 provides a jump to the PC Flowers &amp; Gifts Web site pages depicted in FIGS. 1C-10, but which have been customized in accordance with the marketing partner's private label requirements." Column 9, lines 56-62; FIGS. 21A-C.</p> <p>"The PC Flowers &amp; Gifts marketing program comprising the floral and gift Web site pages are dynamically customized in accordance with the participating Internet site's requirements which may be co-branded, private label or, a program of labeling unique to the participating Web site. More specifically, the PC Flowers &amp; Gifts Web site pages are customized in both a graphic and a content format to take advantage of the consumers [sic] familiarity with the participating Internet site's position in the marketplace, the consumer's trust in the participating Internet site's established brand name, or the consumer's existing relationship with the participating Web site." Column 5, lines 18-29.</p> <p>"[I]f a consumer were to visit one of the private label floral and gift services home page of the Internet site "Homearts", all the graphics and product categories on each of the PC Flowers &amp; Gifts Web site pages, available through a hypertext link from a Homearts Web site, are fully customized in graphic and content format to reflect only</p>

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Comparison of the U.S. Patent No. 6,993,572 and U.S. Patent No. 6,141,666 "Method and system for customizing marketing services on networks communicating with hypertext tagging conventions"

Claim No.	Claim Language of U.S. Patent No. 6,993,572	Relevant Disclosure in U.S. Patent No. 6,141,666 ("the '666 patent")
		<p>the Homearts brand name." Column 5, lines 55-60.</p> <p>"FIGS. 21C-30 show private label Web site pages that correlate to the PC Flowers &amp; Gifts Web site pages depicted in FIGS. 1C-10. However, the Web site pages of FIGS. 21C-30 are customized with only the marketing partner's brand, Pathfinder [sic]. Referring to the Web site page 2100, shown in FIG. 21C, the client's familiarity with the marketing partner's brand is reinforced through the use of a fully customized header 2116, "Homearts Flowers &amp; Gifts", and a fully customized footer 2117, "Homearts". The fully customized header 1116 and footer 2117 are also used on Web site pages 2200, 2300, 2400, 2500, 2600, 2700, 2800, 2900 and 3000." Column 9, line 63 - column 6, line 7; FIGs. 21C-30.</p> <p>"Still referring to FIG. 21C, like the home page image map 101 discussed above, the home page image map 2101 herein is a grouping of the hypertext links 108-112, wherein the 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 &amp; Gifts Web site pages that are dynamically created with fully customized graphic and text features according to Homearts' preferences. Such a private label customization of the Web site pages takes advantage of the client's existing relationship and familiarity with the marketing partner, Homearts. In addition, the hypertext link grouping 2103 retains the links 102-107 of the PC Flowers &amp; Gifts Web site pages, however, like the home page image map 2101, the hypertext link grouping 2103 provides jumps to PC Flowers and Web site pages that are fully customized with the private label Homearts." Column 10, lines 8-26; FIG. 21C.</p> <p><i>Also see</i> column 9, lines 5-51; FIGs. 11A-20.</p> <p>The owner of the first web page is the owner of a participating Web site (e.g., Homearts in FIGs. 21A and 21B or Pathfinder in FIG. 11A and 11B), the outsource provider is PC Flower &amp; Gifts, and the selected merchant is the vendor providing the 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).</p>

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Comparison of the U.S. Patent No. 6,993,572 and U.S. Patent No. 6,141,666 "Method and system for customizing marketing services on networks communicating with hypertext tagging conventions"

Claim No.	Claim Language of U.S. Patent No. 6,993,572	Relevant Disclosure in U.S. Patent No. 6,141,666 ("the '666 patent")
		<p>Russ (label 407) in FIGs. 4, 14, and 24; FTD in FIGs. 5, 15, and 25; Nature's Bloom in FIGs. 9, 19A and 29A).</p>
20	The process of claim 17 wherein the look and feel description comprises data defining a set of navigational links, used on at least some of the web pages of the first website, each of which links link to specific web pages of the first website.	<p>"Each private label web site has on each page a custom icon that hyperlinks back to the private label partner's web site, a navigation bar that hyperlinks to areas within the private label partner's web site and maintains the look and feel of the partner's web site." Column 12, lines 47-51.</p> <p><i>Also see</i> column 9, lines 5-51; FIGs. 11A-20.</p>
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;	<p>FIG. 21C illustrates logos 2116, 2117 on the composite web page 2100 (<a href="http://homearts.pcflores.com">http://homearts.pcflores.com</a>; FIG. 21B) that are also shown on a web page 21A0 (FIG. 21A) of the first website (<a href="http://homearts.com">http://homearts.com</a>; FIGs. 21A-B).</p> <p>"Referring to the Web site page 2100, shown in FIG. 21C, the client's familiarity with the marketing partner's brand is reinforced through the use of a fully customized header 2116, "Homearts Flowers &amp; Gifts", and a fully customized footer 2117, "Homearts". The fully customized header 1116 and footer 2117 are also used on Web site pages 2200, 2300, 2400, 2500, 2600, 2700, 2800, 2900 and 3000." Column 9, line 67 - column 6, line 7; FIGs. 21C-30.</p> <p><i>Also see</i> column 9, lines 5-51; FIGs. 11A-20.</p>
21(b)	a color scheme used on at least some of the web pages of the first website;	<p>"The PC Flowers &amp; Gifts marketing program comprising the floral and gift Web site pages are dynamically customized in accordance with the participating Internet site's requirements which may be co-branded, private label or, a program of labeling unique to the participating Web site. More specifically, the PC Flowers &amp; Gifts Web site pages are customized in both a graphic and a content format to take advantage of the consumers [sic] familiarity with the participating Internet site's position in the marketplace, the consumer's trust in the participating Internet site's established brand name, or the consumer's existing relationship with the participating Web site."</p>

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Comparison of the U.S. Patent No. 6,993,572 and U.S. Patent No. 6,141,666 "Method and system for customizing marketing services on networks communicating with hypertext tagging conventions"

Claim No.	Claim Language of U.S. Patent No. 6,993,572	Relevant Disclosure in U.S. Patent No. 6,141,666 ("the '666 patent")
		<p>Column 5, lines 18-29.</p> <p>"[I]f a consumer were to visit one of the private label floral and gift services home page of the Internet site "Homearts", all the graphics and product categories on each of the PC Flowers &amp; Gifts Web site pages, available through a hypertext link from a Homearts Web site, are fully customized in graphic and content format to reflect only the Homearts brand name." Column 5, lines 55-60.</p> <p>"FIGS. 21C-30 show private label Web site pages that correlate to the PC Flowers &amp; Gifts Web site pages depicted in FIGS. 1C-10. However, the Web site pages of FIGS. 21C-30 are customized with only the marketing partner's brand, Pathfinder [sic]. Referring to the Web site page 2100, shown in FIG. 21C, the client's familiarity with the marketing partner's brand is reinforced through the use of a fully customized header 2116, "Homearts Flowers &amp; Gifts", and a fully customized footer 2117, "Homearts". The fully customized header 1116 and footer 2117 are also used on Web site pages 2200, 2300, 2400, 2500, 2600, 2700, 2800, 2900 and 3000." Column 9, line 63 - column 6, line 7; FIGs. 21C-30.</p> <p>"Still referring to FIG. 21C, like the home page image map 101 discussed above, the home page image map 2101 herein is a grouping of the hypertext links 108-112, wherein the 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 &amp; Gifts Web site pages that are dynamically created with fully customized graphic and text features according to Homearts' preferences. Such a private label customization of the Web site pages takes advantage of the client's existing relationship and familiarity with the marketing partner, Homearts. In addition, the hypertext link grouping 2103 retains the links 102-107 of the PC Flowers &amp; Gifts Web site pages, however, like the home page image map 2101, the hypertext link grouping 2103 provides jumps to PC Flowers and Web site pages that are fully customized with the private label Homearts." Column 10, lines 8-26; FIG. 21C.</p>

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Comparison of the U.S. Patent No. 6,993,572 and U.S. Patent No. 6,141,666 "Method and system for customizing marketing services on networks communicating with hypertext tagging conventions"

Claim No.	Claim Language of U.S. Patent No. 6,993,572	Relevant Disclosure in U.S. Patent No. 6,141,666 ("the '666 patent")
		<p><i>Also see</i> column 9, lines 5-51; FIGs. 11A-20.</p>
21(c)	a page layout used on at least some of the web pages of the first website; and	<p>"The PC Flowers &amp; Gifts marketing program comprising the floral and gift Web site pages are dynamically customized in accordance with the participating Internet site's requirements which may be co-branded, private label or, a program of labeling unique to the participating Web site. More specifically, the PC Flowers &amp; Gifts Web site pages are customized in both a graphic and a content format to take advantage of the consumers [sic] familiarity with the participating Internet site's position in the marketplace, the consumer's trust in the participating Internet site's established brand name, or the consumer's existing relationship with the participating Web site." Column 5, lines 18-29.</p> <p>"[I]f a consumer were to visit one of the private label floral and gift services home page of the Internet site "Homearts", all the graphics and product categories on each of the PC Flowers &amp; Gifts Web site pages, available through a hypertext link from a Homearts Web site, are fully customized in graphic and content format to reflect only the Homearts brand name." Column 5, lines 55-60.</p> <p>"FIGS. 21C-30 show private label Web site pages that correlate to the PC Flowers &amp; Gifts Web site pages depicted in FIGS. 1C-10. However, the Web site pages of FIGS. 21C-30 are customized with only the marketing partner's brand, Pathfinder [sic]. Referring to the Web site page 2100, shown in FIG. 21C, the client's familiarity with the marketing partner's brand is reinforced through the use of a fully customized header 2116, "Homearts Flowers &amp; Gifts", and a fully customized footer 2117, "Homearts". The fully customized header 1116 and footer 2117 are also used on Web site pages 2200, 2300, 2400, 2500, 2600, 2700, 2800, 2900 and 3000." Column 9, line 63 - column 6, line 7; FIGs. 21C-30.</p> <p>"Still referring to FIG. 21C, like the home page image map 101 discussed above, the home page image map 2101 herein is a grouping of the hypertext links 108-112, wherein the 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 &amp; Gifts Web</p>

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Comparison of the U.S. Patent No. 6,993,572 and U.S. Patent No. 6,141,666 "Method and system for customizing marketing services on networks communicating with hypertext tagging conventions"

Claim No.	Claim Language of U.S. Patent No. 6,993,572	Relevant Disclosure in U.S. Patent No. 6,141,666 ("the '666 patent")
		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.
21(d)	d) navigational links, used on at least some of the web pages of the first website, each of which links link to specific web pages of the first website.	"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.
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 a visitor can search for products and services. The products and services are organized 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 which provide jumps to Web site pages indicated, respectively, as "flowers", "plants", "balloons", "Hickory Farms gourmet foods", "bears by Russ", and "greeting cards on-line." Column 7, lines 55-63.  "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 ...." 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

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Comparison of the U.S. Patent No. 6,993,572 and U.S. Patent No. 6,141,666 "Method and system for customizing marketing services on networks communicating with hypertext tagging conventions"

Claim No.	Claim Language of U.S. Patent No. 6,993,572	Relevant Disclosure in U.S. Patent No. 6,141,666 ("the '666 patent")
		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"<sup>1</sup>

Based upon the Court's claim construction order [D1 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 No.	Claim Language of U.S. Patent No. 6,993,572	Relevant Disclosure in U.S. Patent 6,128,655 ("the '655 patent")
13	An e-commerce 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 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 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 associated with a host web page having a link correlated with a commerce object; and	"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.

<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). [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 reuse of web based content"

Claim No.	Claim Language of U.S. Patent No. 6,993,572	Relevant Disclosure 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 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 4:50-5:11
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	"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"

Claim No.	Claim Language 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.	<p>"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.</p> <p>"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.</p> <p>"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 Markup Language (HTML). The collection of servers that use HTTP comprise the World Wide Web, which is the Internet's multimedia information retrieval system.</p> <p>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</p>

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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 No.	Claim Language of U.S. Patent No. 6,993,572	Relevant Disclosure in U.S. Patent 6,128,655 ("the '655 patent")
		<p>actually increase since the ad impressions are being solicited from two sites rather than one." Column 3, line 55 through Column 4, line 24.</p> <p>"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."</p> <p>Column 4:50-66.</p>
17	An e commerce outsourcing process comprising the steps of:	<p>"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.</p> <p>"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</p>

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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 No.	Claim Language of U.S. Patent No. 6,993,572	Relevant Disclosure in U.S. Patent 6,128,655 ("the '655 patent")
		<p>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.</p>
17(a)	storing a look and feel description associated with a first website in a data store associated with a second website;	See 13(a), <i>supra</i> .
17(b)	including within a web page of the first website, which web page has a look and feel substantially corresponding to the stored look and feel description, a link correlating the web page with a commerce object; and	See 13(b), <i>supra</i> .
17(c)	upon receiving an activation of the link from a visitor computer to which the web page has been served, 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), <i>supra</i> .
20	The process of claim 17 wherein the look and feel description comprises data defining a set of navigational links, used on at least some of the web pages of the first website, each of which links link to specific web pages of the first website.	<p>"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.</p> <p>"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.</p>

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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 No.	Claim Language of U.S. Patent No. 6,993,572	Relevant Disclosure 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 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.
21(a)	a logo associated with and displayed on at least 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 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 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 web pages of the first website, each of which links link to specific web pages of the first website.	<p>"The links 311 are optional; they could be removed, reformatted or relocated." Column 6, lines 57-59.</p> <p>"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.</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.	This element is inherent or obvious in view of the prior art.

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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"

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 No.	Claim Language of U.S. Patent No. 6,993,572	Relevant Disclosure in U.S. Patent No. 5,991,740 (hereinafter "'740 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	<p>"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.</p> <p>"[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.</p>

<sup>1</sup> Unless noted, all citations in this chart are to U.S. Patent No. 5,991,740 "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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Claim No.	Claim Language of U.S. Patent No. 6,993,572	Relevant Disclosure in U.S. Patent No. 5,991,740 (hereinafter "'740 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.	<p>"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.</p> <p>"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.</p> <p>"[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.</p> <p>"[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.</p> <p>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."</p> <p>"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.</p> <p>"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</p>

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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 No.	Claim Language of U.S. Patent No. 6,993,572	Relevant Disclosure in U.S. Patent No. 5,991,740 (hereinafter "'740 Patent')
		<p>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.</p> <p>"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 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.</p> <p>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.</p>

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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 No.	Claim Language of U.S. Patent No. 6,993,572	Relevant Disclosure in U.S. Patent No. 5,991,740 (hereinafter "'740 Patent')
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	<p>"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.</p> <p>"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.</p> <p>"[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.</p> <p>"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</p>

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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 No.	Claim Language of U.S. Patent No. 6,993,572	Relevant Disclosure in U.S. Patent No. 5,991,740 (hereinafter "740 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 second website a composite web page having a look and feel corresponding to the stored look and feel description of the first website and having content based on the commerce object associated with the link.	<p>"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.</p> <p>"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.</p> <p>"[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.</p> <p>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."</p> <p>"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.</p> <p>"Co-branding of products/services is also efficiently accomplished in</p>

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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 No.	Claim Language of U.S. Patent No. 6,993,572	Relevant Disclosure in U.S. Patent No. 5,991,740 (hereinafter "740 Patent")
		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.
		<p>"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 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.</p> <p>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</p>

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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 No.	Claim Language of U.S. Patent No. 6,993,572	Relevant Disclosure in U.S. Patent No. 5,991,740 (hereinafter "740 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.

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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 No.	Claim Language of U.S. Patent No. 6,993,572	Relevant Disclosure in U.S. Patent No. 5,991,740 (hereinafter "740 Patent")
21(b)	a color scheme used 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.
21(c)	a page layout used on at least some of the web 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 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.
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	<p>"At the Merchant's server, the specific goods are made available for purchase." Column 4, lines 60-63.</p> <p>"[T]he USER ... begins the process by visiting a Site Owner block 20,</p>

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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 No.	Claim Language of U.S. Patent No. 6,993,572	Relevant Disclosure in U.S. Patent No. 5,991,740 (hereinafter "740 Patent")
	parameters to search for specific products within the product categories.	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.

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Comparison of the U.S. Patent No. 6,993,572 and Quote.com Prior Art<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 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 No.	Claim Language of U.S. Patent No. 6,993,572	Quote.com Prior Art
13	An e-commerce outsourcing system comprising:	<p>"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." <i>Quote.com Provides Seven High-Profile Webs Sites With Financial News And Information</i>, PR Newswire, June 10, 1996 (hereinafter, "<i>Quote.com PR Newswire</i>"). [DFNDT0001634-0001635]</p> <p>"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.</p> <p>Installation of a Financial Services Page. This is suitable for Partners who wish to increase the functionality and value of their Web site by</p>

<sup>1</sup> The AIG Sunamerica co-branded website attached hereto as [DFNDT0001639-0001643] and referred to herein is exemplary and is not meant to be limiting, as Quote.com was providing the same Quote.com Services to many partners, for example, e\*Trade, Charter Media, Inc., The Hartford, BCL Online, Investors Journal, Maltex Net, KickAssets, Lubbock Online, Network World Fusion, Offshore, Oregon Business Channel, Potter, Day & Associates PC, Bergerfunds, Defense Daily Network, Point, Procter, Sprynet, Stockprofiles.com, TD Waterhouse, Charles Schwab & Co., Inc., FWClient, Briefing, Freeman, J/Trade, Greenline, Bank of America, Stock-Trak, Cigna, CMP Media, Digital Insight, JackWhite & Company, NewEdge Corp., Nando.net, Nationwide, Philadelphia Stock Exchange, OLDE, Quotracker, Sagemarker, Wired.com, New York Times, Boston Globe, Los Angeles Times, Industry.net, Infoset, Playboy, etc.

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Comparison of the U.S. Patent No. 6,993,572 and Quote.com Prior Art

Claim No.	Claim Language of U.S. Patent No. 6,993,572	Quote.com Prior Art
		<p>integrating financial information and news services. Customized solutions are also available." <i>Partners FAQ</i>, <a href="http://web.archive.org/web/19980119230949/http://www.quote.com/info/partners/pnrfaq.html">http://web.archive.org/web/19980119230949/http://www.quote.com/info/partners/pnrfaq.html</a> (January 19, 1998 version of <a href="http://www.quote.com/info/partners/pnrfaq.html">www.quote.com/info/partners/pnrfaq.html</a> as archived by the Internet Archive.<sup>2</sup>); [DFNDT0001636-0001638]</p> <p>"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!" <i>Partners FAQ</i>, January 19, 1998 version. [DFNDT0001636-0001638]</p>
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	<p>"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." <i>Quote.com PR Newswire</i>. [DFNDT0001634-0001635]</p> <p>"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." <i>Quote.com PR Newswire</i>. [DFNDT0001634-0001635]</p> <p>"Visitors to the sites who request charts, portfolio updates, stock quotes or other information are immediately provided with a page that retains</p>

<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>. [DFNDT0001646-0001659]

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Comparison of the U.S. Patent No. 6,993,572 and Quote.com Prior Art

Claim No.	Claim Language of U.S. Patent No. 6,993,572	Quote.com Prior Art
		<p>the brand and the creative qualities of that particular site." <i>Quote.com PR Newswire</i>. [DFNDT0001634-0001635]</p> <p>"seamless integration of services into the site;" <i>Quote.com PR Newswire</i>. [DFNDT0001634-0001635]</p> <p>"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." <i>Partners FAQ</i>, January 19, 1998 version. [DFNDT0001636-0001638]</p> <p>"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." <i>Partners FAQ</i>, January 19, 1998 version. [DFNDT0001636-0001638]</p> <p>"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]</p> <p>"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</p>

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Comparison of the U.S. Patent No. 6,993,572 and Quote.com Prior Art

Claim No.	Claim Language of U.S. Patent No. 6,993,572	Quote.com Prior Art
		<p>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!" <i>Partners FAQ</i>, January 19, 1998 version. [DFNDT0001636-0001638]</p> <p>"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." <i>Partners FAQ</i>, January 19, 1998 version (emphasis removed). [DFNDT0001636-0001638]</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.	<p>"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." <i>Quote.com PR Newswire</i>. [DFNDT0001634-0001635]</p> <p>"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." <i>Quote.com PR Newswire</i>. [DFNDT0001634-0001635]</p> <p>"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." <i>Quote.com PR Newswire</i>. [DFNDT0001634-0001635]</p> <p>"seamless integration of services into the site;" <i>Quote.com PR</i></p>

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Comparison of the U.S. Patent No. 6,993,572 and Quote.com Prior Art

Claim No.	Claim Language of U.S. Patent No. 6,993,572	Quote.com Prior Art
		<p><i>Newswire</i>. [DFNDT0001634-0001635]</p> <p>"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." <i>Partners FAQ</i>, January 19, 1998 version. [DFNDT0001636-0001638]</p> <p>"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." <i>Partners FAQ</i>, January 19, 1998 version. [DFNDT0001636-0001638]</p> <p>"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]</p> <p>"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</p>

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Comparison of the U.S. Patent No. 6,993,572 and Quote.com Prior Art

Claim No.	Claim Language of U.S. Patent No. 6,993,572	Quote.com Prior Art
		<p>with co-branded pages, the transition to Quote.com is transparent to the users—they do not know that they have left your site!" <i>Partners FAQ</i>, January 19, 1998 version. [DFNDT0001636-0001638]</p> <p>"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." <i>Partners FAQ</i>, January 19, 1998 version (emphasis removed). [DFNDT0001636-0001638]</p>
17	An e-commerce outsourcing process comprising the steps of:	<p>"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." <i>Quote.com PR Newswire</i>. [DFNDT0001634-0001635]</p> <p>"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." <i>Partners FAQ</i>. [DFNDT0001636-0001638]</p> <p>"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</p>

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Comparison of the U.S. Patent No. 6,993,572 and Quote.com Prior Art

Claim No.	Claim Language of U.S. Patent No. 6,993,572	Quote.com Prior Art
		<p>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!" <i>Partners FAQ</i>, January 19, 1998 version. [DFNDT0001636-0001638]</p>
17(a)	storing a look and feel description associated with a first website in a data store associated with a second website;	<p>"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." <i>Quote.com PR Newswire</i>. [DFNDT0001634-0001635]</p> <p>"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." <i>Quote.com PR Newswire</i>. [DFNDT0001634-0001635]</p> <p>"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." <i>Quote.com PR Newswire</i>. [DFNDT0001634-0001635]</p> <p>"seamless integration of services into the site;" <i>Quote.com PR Newswire</i>. [DFNDT0001634-0001635]</p> <p>"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</p>

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Comparison of the U.S. Patent No. 6,993,572 and Quote.com Prior Art

Claim No.	Claim Language of U.S. Patent No. 6,993,572	Quote.com Prior Art
		<p>navigation on these pages." <i>Partners FAQ</i>, January 19, 1998 version. [DFNDT0001636-0001638]</p> <p>"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." <i>Partners FAQ</i>, January 19, 1998 version. [DFNDT0001636-0001638]</p> <p>"What fee-based services are available?"</p> <p>...</p> <p>Co-branded Pages: one-time nominal set-up fee.</p> <p>...</p> <p>Customized Solutions: Please see contact information below." <i>Partners FAQ</i>, January 19, 1998 version (emphasis removed). [DFNDT0001636-0001638]</p> <p>"Why is a Partnership better than a Link to Quote.com?"</p> <p>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!" <i>Partners FAQ</i>, January 19, 1998 version. [DFNDT0001636-0001638]</p> <p>"What are the advantages of a Partnership with Quote.com?"</p> <p>Partners reap significant benefits from a Quote.com Partnership, including:</p>

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Comparison of the U.S. Patent No. 6,993,572 and Quote.com Prior Art

Claim No.	Claim Language of U.S. Patent No. 6,993,572	Quote.com Prior Art
		<p>Enhanced value and functionality for Partner Web sites." <i>Partners FAQ</i>, January 19, 1998 version (emphasis removed). [DFNDT0001636-0001638]</p>
17(b)	<p>including within a web page of the first website, which web page has a look and feel substantially corresponding to the stored look and feel description, a link correlating the web page with a commerce object; and</p>	<p>"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." <i>Quote.com PR Newswire</i>. [DFNDT0001634-0001635]</p> <p>"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." <i>Quote.com PR Newswire</i>. [DFNDT0001634-0001635]</p> <p>"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." <i>Quote.com PR Newswire</i>. [DFNDT0001634-0001635]</p> <p>"seamless integration of services into the site;" <i>Quote.com PR Newswire</i>. [DFNDT0001634-0001635]</p> <p>"Content Partnerships</p> <p>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." <i>Partners FAQ</i>, January 19, 1998 version. [DFNDT0001636-0001638]</p>

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Comparison of the U.S. Patent No. 6,993,572 and Quote.com Prior Art

Claim No.	Claim Language of U.S. Patent No. 6,993,572	Quote.com Prior Art
		<p>"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." <i>Partners FAQ</i>, January 19, 1998 version. [DFNDT0001636-0001638]</p> <p>"What fee-based services are available?"</p> <p>...</p> <p>Co-branded Pages: one-time nominal set-up fee.</p> <p>...</p> <p>Customized Solutions: Please see contact information below." <i>Partners FAQ</i>, January 19, 1998 version (emphasis removed). [DFNDT0001636-0001638]</p> <p>"Why is a Partnership better than a Link to Quote.com?"</p> <p>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!" <i>Partners FAQ</i>, January 19, 1998 version. [DFNDT0001636-0001638]</p> <p>"What are the advantages of a Partnership with Quote.com?"</p> <p>Partners reap significant benefits from a Quote.com Partnership, including:</p> <p>Enhanced value and functionality for Partner Web sites." <i>Partners FAQ</i>, January 19, 1998 version (emphasis removed). [DFNDT0001636-0001638]</p>

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Comparison of the U.S. Patent No. 6,993,572 and Quote.com Prior Art

Claim No.	Claim Language of U.S. Patent No. 6,993,572	Quote.com Prior Art
17(c)	<p>upon receiving an activation of the link from a visitor computer to which the web page has been served, serving to the visitor computer from the second website a composite web page having a look and feel corresponding to the stored look and feel description of the first website and having content based on the commerce object associated with the link.</p>	<p>"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." <i>Quote.com PR Newswire</i>. [DFNDT0001634-0001635]</p> <p>"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." <i>Quote.com PR Newswire</i>. [DFNDT0001634-0001635]</p> <p>"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." <i>Quote.com PR Newswire</i>. [DFNDT0001634-0001635]</p> <p>"seamless integration of services into the site;" <i>Quote.com PR Newswire</i>. [DFNDT0001634-0001635]</p> <p>"Content Partnerships</p> <p>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." <i>Partners FAQ</i>, January 19, 1998 version. [DFNDT0001636-0001638]</p> <p>"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." <i>Partners FAQ</i>, January 19, 1998 version. [DFNDT0001636-0001638]</p>

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Comparison of the U.S. Patent No. 6,993,572 and Quote.com Prior Art

Claim No.	Claim Language of U.S. Patent No. 6,993,572	Quote.com Prior Art
		<p>"What fee-based services are available?"</p> <p>...</p> <p>Co-branded Pages: one-time nominal set-up fee.</p> <p>...</p> <p>Customized Solutions: Please see contact information below." <i>Partners FAQ</i>, January 19, 1998 version (emphasis removed). [DFNDT0001636-0001638]</p> <p>"Why is a Partnership better than a Link to Quote.com?"</p> <p>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!" <i>Partners FAQ</i>, January 19, 1998 version. [DFNDT0001636-0001638]</p> <p>"What are the advantages of a Partnership with Quote.com?"</p> <p>Partners reap significant benefits from a Quote.com Partnership, including:</p> <p>Enhanced value and functionality for Partner Web sites." <i>Partners FAQ</i>, January 19, 1998 version (emphasis removed). [DFNDT0001636-0001638]</p>

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Comparison of the U.S. Patent No. 6,993,572 and Quote.com Prior Art

Claim 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.	<p>"Content Partnerships</p> <p>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." <i>Partners FAQ</i>, January 19, 1998 version. [DFNDT0001636-0001638]</p> <p>"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." <i>Quote.com PR Newswire</i>. [DFNDT0001634-0001635]</p> <p>"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." <i>Quote.com PR Newswire</i>. [DFNDT0001634-0001635]</p> <p>"seamless integration of services into the site;" <i>Quote.com PR Newswire</i>. [DFNDT0001634-0001635]</p> <p>"What fee-based services are available?"</p> <p>...</p> <p>Co-branded Pages: one-time nominal set-up fee.</p> <p>...</p> <p>Customized Solutions: Please see contact information below." <i>Partners FAQ</i>, January 19, 1998 version (emphasis removed). [DFNDT0001636-0001638]</p>

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Comparison of the U.S. Patent No. 6,993,572 and Quote.com Prior Art

Claim No.	Claim Language of U.S. Patent No. 6,993,572	Quote.com Prior Art
		<p>"Why is a Partnership better than a Link to Quote.com?"</p> <p>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!" <i>Partners FAQ</i>, January 19, 1998 version. [DFNDT0001636-0001638]</p>
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;	<p>"Content Partnerships</p> <p>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." <i>Partners FAQ</i>, January 19, 1998 version. [DFNDT0001636-0001638]</p> <p>"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." <i>Quote.com PR Newswire</i>. [DFNDT0001634-0001635]</p> <p>"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." <i>Quote.com PR Newswire</i>. [DFNDT0001634-0001635]</p>

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Comparison of the U.S. Patent No. 6,993,572 and Quote.com Prior Art

Claim No.	Claim Language of U.S. Patent No. 6,993,572	Quote.com Prior Art
		<p>"seamless integration of services into the site;" <i>Quote.com PR Newswire</i>. [DFNDT0001634-0001635]</p> <p>"What fee-based services are available?"</p> <p>...</p> <p>Co-branded Pages: one-time nominal set-up fee.</p> <p>...</p> <p>Customized Solutions: Please see contact information below." <i>Partners FAQ</i>, January 19, 1998 version (emphasis removed). [DFNDT0001636-0001638]</p> <p>"Why is a Partnership better than a Link to Quote.com?"</p> <p>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!" <i>Partners FAQ</i>, January 19, 1998 version. [DFNDT0001636-0001638]</p>
21(b)	a color scheme used on at least some of the web pages of the first website;	<p>"Content Partnerships</p> <p>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." <i>Partners FAQ</i>, January 19, 1998 version. [DFNDT0001636-0001638]</p>

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Comparison of the U.S. Patent No. 6,993,572 and Quote.com Prior Art

Claim No.	Claim Language of U.S. Patent No. 6,993,572	Quote.com Prior Art
		<p>"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." <i>Quote.com PR Newswire</i>. [DFNDT0001634-0001635]</p> <p>"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." <i>Quote.com PR Newswire</i>. [DFNDT0001634-0001635]</p> <p>"seamless integration of services into the site;" <i>Quote.com PR Newswire</i>. [DFNDT0001634-0001635]</p> <p>"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]</p> <p>"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!" <i>Partners FAQ</i>, January 19, 1998 version. [DFNDT0001636-0001638]</p>

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Comparison of the U.S. Patent No. 6,993,572 and Quote.com Prior Art

Claim No.	Claim Language of U.S. Patent No. 6,993,572	Quote.com Prior Art
21(c)	a page layout used on at least some of the web pages of the first website; and	<p>"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." <i>Partners FAQ</i>, January 19, 1998 version. [DFNDT0001636-0001638]</p> <p>"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." <i>Quote.com PR Newswire</i>. [DFNDT0001634-0001635]</p> <p>"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." <i>Quote.com PR Newswire</i>. [DFNDT0001634-0001635]</p> <p>"seamless integration of services into the site;" <i>Quote.com PR Newswire</i>. [DFNDT0001634-0001635]</p> <p>"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]</p>

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Comparison of the U.S. Patent No. 6,993,572 and Quote.com Prior Art

Claim No.	Claim Language of U.S. Patent No. 6,993,572	Quote.com Prior Art
		<p>"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!" <i>Partners FAQ</i>, January 19, 1998 version. [DFNDT0001636-0001638]</p>
21(d)	navigational links, used on at least some of the web pages of the first website, each of which links link to specific web pages of the first website.	<p>"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." <i>Partners FAQ</i>, January 19, 1998 version. [DFNDT0001636-0001638]</p> <p>"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." <i>Quote.com PR Newswire</i>. [DFNDT0001634-0001635]</p> <p>"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." <i>Quote.com PR Newswire</i>. [DFNDT0001634-0001635]</p> <p>"seamless integration of services into the site;" <i>Quote.com PR Newswire</i>. [DFNDT0001634-0001635]</p>

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Comparison of the U.S. Patent No. 6,993,572 and Quote.com Prior Art

Claim No.	Claim Language of U.S. Patent No. 6,993,572	Quote.com Prior Art
		<p>"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]</p> <p>"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!" <i>Partners FAQ</i>, January 19, 1998 version. [DFNDT0001636-0001638]</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.	

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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"<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, 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 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 Web site outsources e-commerce requests from a customer computer to a merchant. (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): <ul style="list-style-type: none"> <li>• See Col. 7:54 - 8:6.</li> <li>• Claim 1 (emphasis added):                             <ul style="list-style-type: none"> <li>o [...]</li> <li>o 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;</li> <li>o Receiving at the merchant computer the request for the merchant Web page;</li> <li>o Upon receiving the request for the merchant Web page, under control of the merchant computer, modifying the merchant Web page [...]</li> <li>o Sending from the merchant computer the modified merchant Web page...</li> </ul> </li> <li>• Claim 2 (emphasis added):                             <ul style="list-style-type: none"> <li>o 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</li> </ul> </li> </ul>

<sup>1</sup> 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]

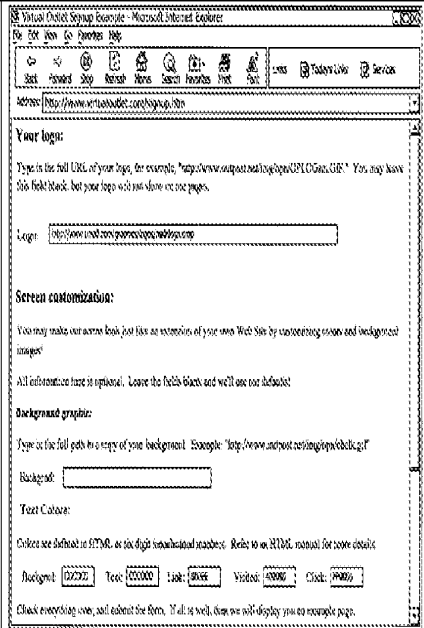
Comparison of the U.S. Patent No. 6,993,572 and U.S. Patent No. 6,016,504

Claim No.	Claim Language of U.S. Patent No. 6,993,572	Relevant Disclosure in U.S. Patent No. 6,016,504 ("the '504 patent")
		<p>merchant Web page in accordance with the information.</p> <ul style="list-style-type: none"> <li>• 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:                     <ul style="list-style-type: none"> <li>o 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</li> <li>o 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 the customer computer, when the customer computer uses the link to access the merchant resource, the merchant computer provides the merchant resource to the customer 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.</li> </ul> </li> <li>• "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.</li> <li>• "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 (emphasis added).</li> </ul> <p>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,</p>

Comparison of the U.S. Patent No. 6,993,572 and U.S. Patent No. 6,016,504

Claim No.	Claim Language of U.S. Patent No. 6,993,572	Relevant Disclosure in U.S. Patent No. 6,016,504 ("the '504 patent")
		<p>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).</p> <p>The '504 patent also discloses capturing a look and feel description using the Screen Customization option Provided in the Virtual Outlet Signup Screen:</p>

Comparison of the U.S. Patent No. 6,993,572 and U.S. Patent No. 6,016,504

Claim No.	Claim Language of U.S. Patent No. 6,993,572	Relevant Disclosure in U.S. Patent No. 6,016,504 ("the '504 patent")
		 <p>[See '504 at Figure 6.]</p> <p>As described in the "Screen Customization Field: "You may make our screens (sic) look just like an extension of your own Web site by customizing colors and background images!"</p>

Comparison of the U.S. Patent No. 6,993,572 and U.S. Patent No. 6,016,504

Claim 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(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.	<p>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:</p> <ul style="list-style-type: none"> <li>• See Col. 7:41 - 8:6.</li> <li>• "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. 8:9-15.</li> <li>• Claim 1 (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, and customer each having a computer connected through the Internet; the method comprising: <ul style="list-style-type: none"> <li>o receiving at the 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;</li> <li>o sending from the virtual outlet computer to the customer computer the virtual outlet Web page;</li> <li>o displaying at the customer computer the virtual outlet Web page</li> <li>o receiving from the customer at the customer computer a selection of the product;</li> <li>o sending from the customer computer to the merchant computer a request for the merchant Web page identified by the link associated</li> </ul> </li> </ul>

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Comparison of the U.S. Patent No. 6,993,572 and U.S. Patent No. 6,016,504

Claim No.	Claim Language of U.S. Patent No. 6,993,572	Relevant Disclosure in U.S. Patent No. 6,016,504 ("the '504 patent")
		<p>with the selected product, the request including an indication of the virtual outlet;</p> <ul style="list-style-type: none"> <li>o 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;</li> <li>o sending from the merchant computer to the customer computer the modified merchant Web page;</li> <li>o 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</li> <li>o 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.</li> </ul> <ul style="list-style-type: none"> <li>• Claim 2 (emphasis added): <ul style="list-style-type: none"> <li>o 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.</li> </ul> </li> </ul>
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 with a first website in a data store associated with a second website;	See 13(a), <i>supra</i> .
17(b)	including within a web page of the first website, which web page has a look and feel substantially	See 13(b), <i>supra</i> .

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Comparison of the U.S. Patent No. 6,993,572 and U.S. Patent No. 6,016,504

Claim 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 description, a link correlating the web page with a commerce object; and	
17(c)	upon receiving an activation of the link from a visitor computer to which the web page has been served, 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), <i>supra</i> .
20	The process of claim 17 wherein the look and feel description comprises data defining a set of navigational links, used on at least some of the web pages of the first website, each of which links link to specific web pages of the first website.	<p>The '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.</p> <p>Figure 25 shows an example Web page from a virtual outlet containing a logo and a navigation bar.</p> <p>Figure 26 shows a web page served by the Merchant containing the same logo and navigation bar.</p>
21	The process of claim 17 wherein the look and feel description comprises data defining:	<p>The '504 patent discloses the process of claim 17 wherein the look and feel description contains all of the elements listed in this claim.</p> <p>The Merchant web pages may be customized by the VO. Customizable elements include:</p> <ul style="list-style-type: none"> <li>• Design information (e.g., color scheme) of the VO Web site (Col. 6:21-22)</li> <li>• 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)</li> <li>• The VO's logo, the desired background color, and other such information. (Col. 9:19-20)</li> <li>• Colors and fonts. (Col. 9:49)</li> <li>• Logos, graphics, colors and text fonts. (Col. 12:64-65)</li> </ul>

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Comparison of the U.S. Patent No. 6,993,572 and U.S. Patent No. 6,016,504

Claim No.	Claim Language of U.S. Patent No. 6,993,572	Relevant Disclosure in U.S. Patent No. 6,016,504 ("the '504 patent")
		Figure 16 lists additional elements, including a navigation bar.
21(a)	a logo associated with and displayed on at least some of the web pages of the first website;	Customizable elements include:  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:  Design information (e.g., color scheme) of the VO Web site (Col. 6:21-22)
21(c)	a page layout used on at least some of the web pages of the first website; and	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 web pages of the first website, each of which links link to specific web pages of the first 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, e-commerce, and on-line retailing industries.

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<sup>1</sup> Also see *Cyber-Sex-Toys Main Menu* ..., <http://web.archive.org/web/19970607063349/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/19970607063342/www.sextoy.com/yoursite/yoursite.html>; and *The Agreement*, <http://web.archive.org/web/19970607071136/www.sextoy.com/yoursite/agreement.html>. [DFNDT000957-000963]

*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/19970711063313/www.sextoy.com/yoursite/yoursite.html>; and *The Agreement*, <http://web.archive.org/web/19970711072555/www.sextoy.com/yoursite/agreement.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.sextoy.com/yoursite/banner.html>; and *The Agreement*, <http://web.archive.org/web/19971019020936/www.sextoy.com/yoursite/agreement.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/19981205014933/www.sextoy.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/19981207011712/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.sextoy.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*, <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/19990420062859/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*, 7055621

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.sextoy.com](http://www.sextoy.com/), (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 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." <i>Promote your own sextoy site</i> , <a href="http://web.archive.org/web/19980517004530/sextoy.com/cnv/cnv.html">http://web.archive.org/web/19980517004530/sextoy.com/cnv/cnv.html</a> (emphasis removed) (May 17, 1998 version of sextoy.com/cnv/cnv.html as archived by the Internet Archive). <sup>3,4,5</sup> [DFNDT000945-000946]

<http://web.archive.org/web/19990420215332/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.sextoy.com/cgi-bin/cnv/browsse.cgi?102&cnv\\_banner.html](http://web.archive.org/web/19990910044933/http://www.sextoy.com/cgi-bin/cnv/browsse.cgi?102&cnv_banner.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?whoisoken=11> (last visited August 8, 2006) (sextoy.com was first registered on May 2, 1995 and is owned by Convergence, Inc.). [DFNDT0001000-0001001]

<sup>3</sup> For more information about the Internet Archive and web pages archived therein, see *Internet Archive Frequently Asked Questions*, <http://www.archive.org/about/faq.php>. [DFNDT0001043-0001059]

<sup>4</sup> Also see Lewis Perdue, *EroticBiz: How Sex Shaped the Internet* 5-6 (IdeaWorx 2002), available at <http://www.eroticz.biz/> ("Actual profits from an affiliate system had to wait until David Levine built SexToyFun ([www.sextoyfun.com](http://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

Claim 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 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 retailing.

... [T]he v-commerce operation pioneered by Levine offers ... [a] central e-supplier provid[ing] an online "catalog" from which the v-commerce affiliate can select. Each product selected by the affiliate goes into a cookie-cutter web page supplied by the mother site which offers a number of different pre-programmed and customizable styles from which to select.

When an order is placed in the affiliate's store, the mother site then works in the background, handling everything else from order taking and payments to shipping customer service and returns -- all within an e-commerce environment that looks just like the whole process is run by the affiliate.

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 comerve.com (born as Vstore) which backed by more than \$34 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 (Looney, Viassa) or trying to re-invent themselves into another category that would attract more venture capital (easler.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 e-commerce on the Internet -- something that has eluded hundreds of venture-financed retailers who have collectively poured billions of investment dollars down a very large and seemingly insatiable cyber-rathole. Significantly, Levine has been profitable from his first few months on the Web. Amazon and other are still scrambling to get out of the loss columns."<sup>6</sup> (this article is referring to sextoy.com, not sextoyfun.com; David Levine began an affiliate program on sextoy.com in 1996). [DFNDT0001043-0001059]; also see WHOIS Record for sextoyfun.com, <http://www.networksolutions.com/whois/results.jsp?whoisoken=13> (last visited August 8, 2006) (sextoyfun.com was first registered on September 9, 1998). [DFNDT0001063-0001068]

<sup>5</sup> Also see David Levine, <http://www.davelevine.com/> (last visited on August 11, 2006) ("One 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 sign up and get their own sextoy site for free. They can make the site look like their own, but we handle the orders and fulfillment [sic] and then send the affiliate a commission check each month for the sales in their store." [DFNDT0001078-0001079]

<sup>6</sup> Internet Archive Frequently Asked Questions, *supra* note 4.

Claim No.	Claim Language of U.S. Patent No. 6,993,572	Relevant Disclosure in Sextoy.com Prior Art
		<i>More information - Promote your own sextoy site</i> , <a href="http://web.archive.org/web/19980517011212/sextoy.com/cnv/moreinfo.html">http://web.archive.org/web/19980517011212/sextoy.com/cnv/moreinfo.html</a> (emphasis removed) (May 17, 1998 version of sextoy.com/cnv/moreinfo.html as archived by the Internet Archive). <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](mailto: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 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]

13(b) a computer processor coupled to the data store and in communication through the Internet 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.

Comparison of U.S. Patent No. 6,993,572 and SexToy.com Prior Art

Claim No.	Claim Language of U.S. Patent No. 6,993,572	Relevant Disclosure in Sextoy.com Prior Art
	the host web page and programmed, upon receiving an indication that the link has been activated by a visitor computer in Internet communication with the host web page, to serve a composite web page to the visitor computer with a look and feel based on the look and feel description in the data store and with content based on the commerce object associated with the link.	<p>3. All orders that come from your link will be marked and commission of 15%-20% of gross sales paid to you monthly [sic]. (Gross sales include shipping cost which can be a significant portion of total revenue.)"  <i>Promote your own sextoy site</i>, May 17, 1998 version (emphasis removed). [DFNDT000945-000946]</p> <p>"If you are linking to our sextoy site, feel free to copy and use these banners. Also, as long as you are using images to promote our sextoy site you can borrow images from your toy site."  <i>Banners to Promote your own sextoy site</i>, <a href="http://web.archive.org/web/19980517011218/sextoy.com/cnv/banner.html">http://web.archive.org/web/19980517011218/sextoy.com/cnv/banner.html</a> (May 17, 1998 version of sextoy.com/cnv/banner.html as archived by the Internet Archive<sup>7</sup>). [DFNDT000948-000949]</p> <p>"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."  <i>Promote your own sextoy site</i>, May 17, 1998 version (emphasis removed). [DFNDT000945-000946]</p> <p>As far as the scope of the claimed "look and feel" can be determined, the look and feel of the sextoy website of the host website operator was the same as the host website. Specifically, the host website operator could customize the top, bottom and background of their sextoy website to correspond to the "look and feel" of the host website.</p> <p>"To get started as soon as possible:                      Please email the information below to us now <a href="mailto:dml@sextoy.com">dml@sextoy.com</a>. Or you can fax it to (617) 666 3421."  <i>Promote your own sextoy site</i>, May 17, 1998 version (emphasis removed).</p>

<sup>7</sup> Internet Archive Frequently Asked Questions, *supra* note 4.

Comparison of U.S. Patent No. 6,993,572 and SexToy.com Prior Art

Claim No.	Claim Language of U.S. Patent No. 6,993,572	Relevant Disclosure in Sextoy.com Prior Art
		<p>[DFNDT000945-000946]</p> <p>"What would you like at the top of the front page of your sextoy site? (You can submit actual HTML if you like). If you want to serve a logo or image, either forward us the image or give us the URL where it is located.</p> <hr/> <p>What would you like to appear on the bottom of every page? (You probably will want to put in a link so that customers can go back to your main site.) Or if you are using frames, you may want to leave the bottom space blank.</p> <ul style="list-style-type: none"> <li>• Back To _____ (your site name)</li> <li>• Your site address <a href="http://web.archive.org/web/19980517004530/http:///">http:// /</a></li> </ul> <p>(Optional) If you want to alter the front page background colors, please send the HTML codes. Otherwise, we will use our default colors. (body TEXT="#000000"; BGCOLOR="#FFFFFF" LINK="#FF0000" VLINK="#FF00FF" ALINK="#FF0000") Also, if you want to insert an image for the background either forward the image to us or tell us the URL where the image is will be served from.</p> <p>"  <i>Promote your own sextoy site</i>, May 17, 1998 version (emphasis removed). [DFNDT000945-000946]</p> <p>"We have been drop shipping sextoys from web-generated orders since February 1995. Thanks to our huge selection, user-friendly web site, great prices, quick customer service, reliable shipping, and easy secure payment options, we consistently out sell any other sextoy sites in cyberspace."  <i>More information - Promote your own sextoy site</i>, <a href="http://web.archive.org/web/19980517011212/sextoy.com/cnv/moreinfo.html">http://web.archive.org/web/19980517011212/sextoy.com/cnv/moreinfo.html</a> (emphasis removed) (May 17, 1998 version of sextoy.com/cnv/moreinfo.html as</p>

<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 No.	Claim Language of U.S. Patent No. 6,993,572	Relevant Disclosure in Sextoy.com Prior Art
		<p>archived by the Internet Archive<sup>8</sup>). [DFNDT000947]</p> <p>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 Convergence, 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." <i>Convergence, Inc.</i>, February 4, 1998 version (emphasis removed). [DFNDT0001080-0001081]</p> <p>It is obvious to a person skilled in the art at the priority date of the '572 Application that Convergence, Inc. did not sell its own products or products it owned. Rather, Convergence, Inc. sold the products of a third party (i.e., the supplier, distributor, or manufacturer) at sextoy.com. Accordingly, the host is the host website operator, the outsource provider is Convergence, Inc., and the merchant is the supplier, distributor, or manufacturer of the products.</p>

Comparison of U.S. Patent No. 6,993,572 and SexToy.com Prior Art

Claim No.	Claim Language of U.S. Patent No. 6,993,572	Relevant Disclosure in Sextoy.com Prior Art
17	An e-commerce outsourcing process comprising the steps of:	<p>Sextoy.com provided an e-commerce outsourcing process for host website operators, which allowed host website operators to sell sex toys over the internet under their own name with the same look and feel as their own website.</p> <p>"Promote your own sextoy site!                      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."  <i>Promote your own sextoy site</i>, May 17, 1998 version (emphasis removed). [DFNDT000945-000946]<sup>9</sup></p> <p>"We have been drop shipping sextoys from web-generated orders since February 1995. Thanks to our huge selection, user-friendly web site, great prices, quick customer service, reliable shipping, and easy secure payment options, we consistently out sell any other sextoy sites in cyberspace."  <i>More information - Promote your own sextoy site</i>, May 17, 1998 version (emphasis removed). [DFNDT000947]</p>
17(a)	storing a look and feel description associated with a first website in a data store associated with a second website;	<p>Sextoy.com stored a look and feel description associated with a first website in a data store associated with a second website.</p> <p>Elements needed to create the sextoy website of the host website operator with the look and feel of the host website were stored by sextoy.com in a data store.</p> <p>"To get started as soon as possible:                      Please email the information below to us now <a href="mailto:dml@sextoy.com">dml@sextoy.com</a>. Or you can fax it to (617) 666 3421."  <i>Promote your own sextoy site</i>, May 17, 1998 version (emphasis removed). [DFNDT000945-000946]</p> <p>"What would you like at the top of the front page of your sextoy site? (You can submit actual HTML if you like). If you want to serve a logo or image, either forward us the</p>

<sup>9</sup> *Supra* notes 5 and 6.

Comparison of U.S. Patent No. 6,993,572 and SexToy.com Prior Art

Claim No.	Claim Language of U.S. Patent No. 6,993,572	Relevant Disclosure in SexToy.com Prior Art
		<p>image or give us the URL where it is located.</p> <p>What would you like to appear on the bottom of every page? (You probably will want to put in a link so that customers can go back to your main site.) Or if you are using frames, you may want to leave the bottom space blank.</p> <ul style="list-style-type: none"> <li>• Back To _____ (your site name)</li> <li>• Your site address <a href="http://web.archive.org/web/19980517004530/http://___/">http://web.archive.org/web/19980517004530/http://___/</a></li> </ul> <p>(Optional) If you want to alter the front page background colors, please send the HTML codes. Otherwise, we will use our default colors. (body TEXT="#000000"; BGCOLOR="#FFFFFF" LINK="#FF0000" VLINK="#FF00FF" ALINK="#FF0000")</p> <p>Also, if you want to insert an image for the background either forward the image to us or tell us the URL where the image is will be served from.</p> <p>"</p> <p><i>Promote your own sextoy site, May 17, 1998 version (emphasis removed). [DFNDT000945-000946]</i></p> <p>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 Convergence, 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." <i>Convergence, Inc., February 4, 1998 version (emphasis removed). [DFNDT0001080-0001081]</i></p> <p>It is obvious to a person skilled in the art at the priority date of the '572 Application that Convergence, Inc. did not sell its own products or products it owned. Rather,</p>

Comparison of U.S. Patent No. 6,993,572 and SexToy.com Prior Art

Claim No.	Claim Language of U.S. Patent No. 6,993,572	Relevant Disclosure in SexToy.com Prior Art
		<p>Convergence, Inc. sold the products of a third party (i.e., the supplier, distributor, or manufacturer) at sextoy.com. Accordingly, the host is the host website operator, the outsource provider is Convergence, Inc., and the merchant is the supplier, distributor, or manufacturer of the products.</p>
17(b)	<p>including within a web page of the first website, which web page has a look and feel substantially corresponding to the stored look and feel description, a link correlating the web page with a commerce object; and</p>	<p>Sextoy.com included within a web page of the first website, which web page has a look and feel substantially corresponding to the stored look and feel description, a link correlating the web page with a commerce object.</p> <p>Sextoy.com provided the host website operator with a hyperlink to their sextoy website. The host website operator then placed the hyperlink on the host website. The link was correlated with a selected commerce object (sex toys).</p> <p>"2. We will send you a URL (web address) that you put in your web site. Your customers click on that link to get to your Sextoy site.</p> <p>3. All orders that come from your link will be marked and commission of 15%-20% of gross sales paid to you monthly [sic]. (Gross sales include shipping cost which can be a significant portion of total revenue.)"</p> <p><i>Promote your own sextoy site, May 17, 1998 version (emphasis removed). [DFNDT000945-000946]</i></p> <p>"If you are linking to our sextoy site, feel free to copy and use these banners. Also, as long as you are using images to promote our sextoy site you can borrow images from your toy site."</p> <p><i>Banners to Promote your own sextoy site, May 17, 1998 version. [DFNDT000948-000949]</i></p>
17(c)	<p>upon receiving an activation of the link from a visitor computer to which the web page has been served, serving to the visitor computer from the second website a composite web page having a look and feel corresponding to the stored look and feel description of the first website and having content based on the commerce object associated with the link.</p>	<p>Upon receiving an activation of the link from a visitor computer to which the web page has been served, sextoy.com served to the visitor computer from the second website a composite web page having a look and feel corresponding to the stored look and feel description of the first website and having content based on the commerce object associated with the link.</p> <p>Once the hyperlink was activated, sextoy.com served to the visitor computer the</p>

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Claim No.	Claim Language of U.S. Patent No. 6,993,572	Relevant Disclosure in SexToy.com Prior Art
	<p>associated with the link.</p>	<p>sextoy website of the host website operator where the visitor was able to purchase the selected commerce objects (sex toys).</p> <p>The look and feel of the sextoy website of the host website operator was the same as the host website. Specifically, the host website operator could customize the top, bottom and background of their sextoy website to correspond to the "look and feel" of the host website.</p> <p>"To get started as soon as possible: Please email the information below to us now <a href="mailto:dml@sextoy.com">dml@sextoy.com</a>. Or you can fax it to (617) 666 3421."</p> <p><i>Promote your own sextoy site, May 17, 1998 version (emphasis removed). [DFNDT000945-000946]</i></p> <p>"What would you like at the top of the front page of your sextoy site? (You can submit actual HTML if you like). If you want to serve a logo or image, either forward us the image or give us the URL where it is located.</p> <p>What would you like to appear on the bottom of every page? (You probably will want to put in a link so that customers can go back to your main site.) Or if you are using frames, you may want to leave the bottom space blank.</p> <ul style="list-style-type: none"> <li>• Back To _____ (your site name)</li> <li>• Your site address <a href="http://web.archive.org/web/19980517004530/http://___/">http://web.archive.org/web/19980517004530/http://___/</a></li> </ul> <p>(Optional) If you want to alter the front page background colors, please send the HTML codes. Otherwise, we will use our default colors. (body TEXT="#000000"; BGCOLOR="#FFFFFF" LINK="#FF0000" VLINK="#FF00FF" ALINK="#FF0000")</p> <p>Also, if you want to insert an image for the background either forward the image to us or tell us the URL where the image is will be served from.</p> <p>"</p> <p><i>Promote your own sextoy site, May 17, 1998 version (emphasis removed).</i></p>

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Claim No.	Claim Language of U.S. Patent No. 6,993,572	Relevant Disclosure in SexToy.com Prior Art
		<p><i>[DFNDT000945-000946]</i></p> <p>"We have been drop shipping sextoys from web-generated orders since February 1995. Thanks to our huge selection, user-friendly web site, great prices, quick customer service, reliable shipping, and easy secure payment options, we consistently out sell any other sextoy sites in cyberspace."</p> <p><i>More information - Promote your own sextoy site, <a href="http://web.archive.org/web/19980517011212/sextoy.com/cnv/moreinfo.html">http://web.archive.org/web/19980517011212/sextoy.com/cnv/moreinfo.html</a> (emphasis removed) (May 17, 1998 version of sextoy.com/cnv/moreinfo.html as archived by the Internet Archive<sup>10</sup>). [DFNDT000947]</i></p> <p>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 Convergence, 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." <i>Convergence, Inc., February 4, 1998 version (emphasis removed). [DFNDT0001080-0001081]</i></p> <p>It is obvious to a person skilled in the art at the priority date of the '572 Application that Convergence, Inc. did not sell its own products or products it owned. Rather, Convergence, Inc. sold the products of a third party (i.e., the supplier, distributor, or manufacturer) at sextoy.com. Accordingly, the host is the host website operator, the outsource provider is Convergence, Inc., and the merchant is the supplier, distributor, or manufacturer of the products.</p>

<sup>10</sup> Internet Archive Frequently Asked Questions, *supra* note 4.

Claim No.	Claim Language of U.S. Patent No. 6,993,572	Relevant Disclosure in SexToy.com Prior Art
20	The process of claim 17 wherein the look and feel description comprises data defining a set of navigational links, used on at least some of the web pages of the first website, each of which links link to specific web pages of the first website.	<p>"What would you like at the top of the front page of your sextoy site? (You can submit actual HTML if you like). If you want to serve a logo or image, either forward us the image or give us the URL where it is located.</p> <hr/> <p>What would you like to appear on the bottom of every page? (You probably will want to put in a link so that customers can go back to your main site.) Or if you are using frames, you may want to leave the bottom space blank.</p> <ul style="list-style-type: none"> <li>• Back To _____ (your site name)</li> <li>• Your site address <a href="http://web.archive.org/web/19980517004530/http://___/">http://web.archive.org/web/19980517004530/http://___/</a></li> </ul> <p>(Optional) If you want to alter the front page background colors, please send the HTML codes. Otherwise, we will use our default colors. (body TEXT="#000000"; BGCOLOR="#FFFFFF" LINK="#FF0000" VLINK="#FF00FF" ALINK="#FF0000") Also, if you want to insert an image for the background either forward the image to us or tell us the URL where the image is will be served from.</p> <hr/> <p>Promote your own sextoy site, May 17, 1998 version (emphasis removed). [DFNDT000945-000946]</p>

Claim No.	Claim Language of U.S. Patent No. 6,993,572	Relevant Disclosure in SexToy.com Prior Art
21	The process of claim 17 wherein the look and feel description comprises data defining:	
21(a)	a logo associated with and displayed on at least some of the web pages of the first website;	<p>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.</p> <p>The sextoy website of the host website operator included the logo of the host website.</p> <p>"What would you like at the top of the front page of your sextoy site? (You can submit actual HTML if you like). If you want to serve a logo or image, either forward us the image or give us the URL where it is located.</p> <hr/> <p>Promote your own sextoy site, May 17, 1998 version (emphasis removed). [DFNDT000945-000946]</p>
21(b)	a color scheme used on at least some of the web pages of the first website;	<p>The look and feel description comprises data defining: a color scheme used on at least some of the web pages of the first website.</p> <p>The sextoy website of the host website operator included the color scheme of the host website.</p> <p>"If you want to alter the front page background colors, please send the HTML codes. Otherwise, we will use our default colors. (body TEXT="#000000"; BGCOLOR="#FFFFFF" LINK="#FF0000" VLINK="#FF00FF" ALINK="#FF0000") Also, if you want to insert an image for the background either forward the image to us or tell us the URL where the image is will be served from.</p> <hr/> <p>Promote your own sextoy site, May 17, 1998 version (emphasis removed). [DFNDT000945-000946]</p>
21(c)	a page layout used on at least some of the web pages of the first website; and	<p>The look and feel description comprises data defining: a page layout used on at least some of the web pages of the first website.</p>

Claim No.	Claim Language of U.S. Patent No. 6,993,572	Relevant Disclosure in SexToy.com Prior Art
		<p>The sextoy website of the host website operator included the same layout as the host website.</p> <p>"What would you like at the top of the front page of your sextoy site? (You can submit actual HTML if you like). If you want to serve a logo or image, either forward us the image or give us the URL where it is located.</p> <hr/> <p>What would you like to appear on the bottom of every page? (You probably will want to put in a link so that customers can go back to your main site.) Or if you are using frames, you may want to leave the bottom space blank.</p> <ul style="list-style-type: none"> <li>• Back To _____ (your site name)</li> <li>• Your site address <a href="http://web.archive.org/web/19980517004530/http://___/">http://web.archive.org/web/19980517004530/http://___/</a></li> </ul> <p>(Optional) If you want to alter the front page background colors, please send the HTML codes. Otherwise, we will use our default colors. (body TEXT="#000000"; BGCOLOR="#FFFFFF" LINK="#FF0000" VLINK="#FF00FF" ALINK="#FF0000") Also, if you want to insert an image for the background either forward the image to us or tell us the URL where the image is will be served from.</p> <hr/> <p>Promote your own sextoy site, May 17, 1998 version (emphasis removed). [DFNDT000945-000946]</p>
21(d)	navigational links, used on at least some of the web pages of the first website, each of which links link to specific web pages of the first website.	<p>The look and feel description comprises data defining: navigational links, used on at least some of the web pages of the first website, each of which links link to specific web pages of the first website.</p> <p>The sextoy website of the host website operator had at least some of the same navigational links as the host website.</p> <p>"What would you like at the top of the front page of your sextoy site? (You can submit actual HTML if you like). If you want to serve a logo or image, either forward us the image or give us the URL where it is located.</p>

Claim No.	Claim Language of U.S. Patent No. 6,993,572	Relevant Disclosure in SexToy.com Prior Art
		<p>What would you like to appear on the bottom of every page? (You probably will want to put in a link so that customers can go back to your main site.) Or if you are using frames, you may want to leave the bottom space blank.</p> <ul style="list-style-type: none"> <li>• Back To _____ (your site name)</li> <li>• Your site address <a href="http://web.archive.org/web/19980517004530/http://___/">http://web.archive.org/web/19980517004530/http://___/</a></li> </ul> <p>(Optional) If you want to alter the front page background colors, please send the HTML codes. Otherwise, we will use our default colors. (body TEXT="#000000"; BGCOLOR="#FFFFFF" LINK="#FF0000" VLINK="#FF00FF" ALINK="#FF0000") Also, if you want to insert an image for the background either forward the image to us or tell us the URL where the image is will be served from.</p> <hr/> <p>Promote your own sextoy site, May 17, 1998 version (emphasis removed). [DFNDT000945-000946]</p>

Comparison of U.S. Patent No. 6,993,572 and SexToy.com Prior Art

Claim No.	Claim Language of U.S. Patent No. 6,993,572	Relevant Disclosure in SexToy.com Prior Art
23	The process of claim 17 wherein the commerce object is a set of product categories and further comprising accepting search parameters through the composite web page and using said parameters to search for specific products within the product categories.	<p>"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." <i>Promote your own sextoy site</i>, May 17, 1998 version (emphasis removed). [DFNDT000945-000946]</p> <p>"Also, as long as you are using images to promote our sextoy site (sic) you can borrow images from your toy site." <i>Banners to Promote your own sextoy site</i>, May 17, 1998 version. [DFNDT000948-000949]</p> <p>"Webmasters - Earn commission for selling sextoys." <i>Sextoys sex toys adult xxx ...</i>, <a href="http://web.archive.org/web/19980517004202/http://sextoy.com/">http://web.archive.org/web/19980517004202/http://sextoy.com/</a> (May 17, 1998 version of <a href="http://sextoy.com/cnv/moreinfo.html">sextoy.com/cnv/moreinfo.html</a> as archived by the Internet Archive<sup>11</sup>). [DFNDT000950-000951]</p> <p>The visitor from the host website could search categories of products including vibrators, toys for men, bondage, pleasure kits, or lotions, creams, and oils.</p> <p>"</p> <ul style="list-style-type: none"> <li>• Vibrator and Stimulator World - Realistic Cocks, Massagers, Strap-Ons, Vibrating eggs, and more.</li> <li>• Toys For Men - Pumps, Vaginas, Cock Rings, Strap-On Penises, Blow job simulators, and more.</li> <li>• Bondage Fantasy - Restraints, Body jewelry, Swings, and more.</li> <li>• Butt . . . Of Course - a Variety of anal stimulators including Inflatable, Ejaculating, and Climax Beads.</li> <li>• Pleasure Kits - Special occasion gift kits and variety kits for stimulation.</li> <li>• Female , Male, and Animal - Love Dolls. The best selection in cyberspace.</li> <li>• Lotions, Creams, and Oils - For lubrication, flavor, massage, desensitization</li> </ul>

<sup>11</sup> Internet Archive Frequently Asked Questions, *supra* note 4.

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Claim No.	Claim Language of U.S. Patent No. 6,993,572	Relevant Disclosure in SexToy.com Prior Art
		<p>and more.</p> <ul style="list-style-type: none"> <li>• Edible Sex - Edible undies, edible condoms, penis pasta and more.</li> <li>• Erotic Garments - Latex and Lingerie for men and women.</li> <li>• Videos - Classics and/or Hot action videos.</li> <li>• Games for fun and intimacy and Books for fun and education." <i>Sextoys sex toys adult xxx ...</i>, May 17, 1998 version (emphasis and links removed).<sup>12</sup> [DFNDT000950-000951]</li> </ul>

<sup>12</sup> The products and organization of the *Sextoys sex toys adult xxx ...* webpage at [www.sextoy.com](http://www.sextoy.com) was an example of the products and the organization of the sextoy websites of the host website operator. See e.g. *Sex toys*, <http://web.archive.org/web/20000419221609/http://www.blaetrouble.com/sextos/index.html> [DFNDT0001072-0001074] (April 19, 2000 version of [www.blaetrouble.com/sextos/index.html](http://www.blaetrouble.com/sextos/index.html) as archived by the Internet Archive (See note 4)) (blaetrouble.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](http://www.sextoy.com) as archived by the Internet Archive (see note 4)). [DFNDT0001073-0001077]

Comparison of U.S. Patent No. 6,993,572 and SexToy.com Prior Art

Claim No.	Claim Language of U.S. Patent No. 6,993,572	Relevant Disclosure in SexToy.com Prior Art
24	The process of claim 17 further comprising storing at the second website data concerning a plurality of commerce objects.	<p>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.</p> <p>"Lotions, Creams, and Fun</p> <ul style="list-style-type: none"> <li>• Wet Lubricants - Number 1 water based formula in Europe, Australia, The Orient, South America, Canada, and the United States.</li> <li>• Astro Glide - Mimics the body's own lubricating fluids.</li> <li>• Tight Stuff Oriental Oil - Contracts and tightens vaginal walls.</li> <li>• Anal Eze and Sta-Hard Cream - Desensitizing cream for the anus and penis</li> <li>• Wet Fun Flavors - Rub it and it gets hot . . . blow on it and it gets hotter.</li> <li>• ID Lubes - Flavored and non Flavored with and without nonoxonyl-9.</li> <li>• Champagne Bubble Bath - 42oz Champagne bottle of bubble bath</li> <li>• K-Y Jelly - The ideal all around lubricant</li> <li>• Motion Lotion - Warms to the touch . . . heats up when blown on!</li> <li>• Joy Jelly - Exotic Flavored Lotions</li> <li>• Lure for Him or Her - Fragrance formulated with pheromone attractant.</li> <li>• Spanish Fly - Believed to ignite sexual passion in those who drink it.</li> <li>• Kama Sutra Oils of Love - These light, silky, edible oils are Kama Sutra's all time best sellers.</li> <li>• Kama Sutra Honey Dust - A sweet silky edible essence of honey in a velvety soft powder.</li> <li>• Edible Finger Paints - The art of love.</li> <li>• ForPlay Lubricants - Ensures long lasting lubricity, adding to fun, comfort, and sensual pleasures.</li> <li>• PeterButter and Nipple Rouge - add flavor to the penis or accentuate your nipples"</li> </ul> <p><i>Lotions, Creams, and Flavors</i>,</p>

<sup>13</sup> Internet Archive Frequently Asked Questions, *supra* note 4.

<sup>14</sup> *Supra* note 10.

Comparison of U.S. Patent No. 6,993,572 and SexToy.com Prior Art

Claim No.	Claim Language of U.S. Patent No. 6,993,572	Relevant Disclosure in SexToy.com Prior Art
		<p><a href="http://web.archive.org/web/19980517004452/sextoy.com/lotion/lotion.html">http://web.archive.org/web/19980517004452/sextoy.com/lotion/lotion.html</a> (emphasis and links removed) (May 17, 1998 version of <a href="http://sextoy.com/lotion/lotion.html">sextoy.com/lotion/lotion.html</a> as archived by the Internet Archive<sup>14</sup>).<sup>14</sup> [DFNDT0001069]</p>



Claim No.	Claim Language of U.S. Patent No. 6,993,572	Relevant Disclosure in SexToy.com Prior Art
25	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.	<p>"3. All orders that come from your link will be marked and commission of 15%-20% of gross sales paid to you monthly [sic]. (Gross sales include shipping cost which can be a significant portion of total revenue.)"  <i>Promote your own sextoy site, May 17, 1998 version (emphasis removed). [DFNDT000945-000946]</i></p> <p>"More Info                      If you have further questions, email dml@sextoy.com or call (617) 666 3856</p> <p>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."  <i>More information - Promote your own sextoy site, May 17, 1998 version. [DFNDT000947]</i></p>

Claim 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.	<p>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.</p> <p>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.).</p> <p>"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."  <i>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<sup>15</sup>). [DFNDT0001070-0001071]</i></p> <p>"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." <i>Sex Toy Order Center, May 17, 1998 version (emphasis and links removed). [DFNDT0001070-0001071]</i></p>

<sup>15</sup> Internet Archive Frequently Asked Questions, *supra* note 4.

Claim No.	Claim Language of U.S. Patent No. 6,993,572	Relevant Disclosure in SexToy.com Prior Art
27	The process of claim 17 wherein the commerce object is a set of product categories, each comprising a plurality of products or services, and further comprising:	<p>The commerce object is a set of product categories, each comprising a plurality of products or services.</p> <p>The product categories associated with the sextoy website of the host website operator included sex toys and sex-related products.</p>
27(a)	before serving the composite web page to the visitor computer:	<p>Before serving the composite web page to the visitor computer:</p> <p>Items (i) and (ii) below were carried out before serving the composite web page to the visitor computer:</p>
27(a)(i)	contracting with merchants offering the products or services for sale to include data concerning the commerce objects of said merchants at the second website, and	<p>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 concerning the commerce objects of said merchants at the second website. Convergence, Inc dropped shipped sex toys and sex-related products.</p> <p>"We [Convergence Inc] have been drop shipping sextoys from web-generated orders since February 1995."  <i>More information - Promote your own sextoy site, May 17, 1998 version. [DFNDT000947]</i></p>
27(a)(ii)	storing at the second website data concerning the plurality of products or services; and	<p>Sextoy.com stored at the second website data concerning the plurality of products or services.</p> <p>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.</p> <p>"Lotions, Creams, and Fun</p> <ul style="list-style-type: none"> <li>• WetLubricants - Number 1 water based formula in Europe, Australia, The Orient, South America, Canada, and the United States.</li> <li>• Astro Glide - Mimics the body's own lubricating fluids.</li> <li>• Tight Stuff Oriental Oil - Contracts and tightens vaginal walls.</li> <li>• Anal Eze and Sta-Hard Cream - Desensitizing cream for the anus and penis</li> </ul>

Claim No.	Claim Language of U.S. Patent No. 6,993,572	Relevant Disclosure in SexToy.com Prior Art
		<ul style="list-style-type: none"> <li>• Wet Fun Flavors - Rub it and it gets hot... blow on it and it gets hotter.</li> <li>• ID Lubes - Flavored and non Flavored with and without nonoxnoly-9.</li> <li>• Champagne Bubble Bath - 42oz Champagne bottle of bubble bath</li> <li>• K-Y Jelly - The ideal all around lubricant</li> <li>• Motion Lotion - Warms to the touch... heats up when blown on!</li> <li>• Joy Jelly - Exotic Flavored Lotions</li> <li>• Lure for Him or Her - Fragrance formulated with pheromone attractant.</li> <li>• Spanish Fly - Believed to ignite sexual passion in those who drink it.</li> <li>• Kama Sutra Oils of Love - These light, silky, edible oils are Kama Sutra's all time best sellers.</li> <li>• Kama Sutra Honey Dust - A sweet silky edible essence of honey in a velvety soft powder.</li> <li>• Edible Finger Paints - The art of love.</li> <li>• ForPlay Lubricants - Ensures long lasting lubricity, adding to fun, comfort, and sensual pleasures.</li> <li>• PeterButter and Nipple Rouge - add flavor to the penis or accentuate your nipples"</li> </ul> <p><i>Lotions, Creams, and Flavors, May 17, 1998 version (emphasis and links removed).<sup>16</sup> [DFNDT0001069]</i></p>
27(b)	after serving the composite web page to the visitor computer:	<p>Items (i) and (ii) below were carried out after serving the composite web page to the visitor computer:</p>
27(b)(i)	accepting 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, and	<p>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.</p> <p>The sextoy website of the host website operator included functionality that allowed the user to search for specific products.</p>

<sup>16</sup> See note 10.

Comparison of U.S. Patent No. 6,993,572 and SexToy.com Prior Art

Claim No.	Claim Language of U.S. Patent No. 6,993,572	Relevant Disclosure in Sextoy.com Prior Art
		<p>Lotions, Creams, and Fun</p> <ul style="list-style-type: none"> <li>• Wet Lubricants - Number 1 water based formula in Europe, Australia, The Orient, South America, Canada, and the United States.</li> <li>• Astro Glide - Mimics the body's own lubricating fluids.</li> <li>• Tight Snuff Oriental Oil - Contracts and tightens vaginal walls.</li> <li>• Anal Eze and Sta-Hard Cream - Desensitizing cream for the anus and penis</li> <li>• Wet Fun Flavors - Rub it and it gets hot . . . blow on it and it gets hotter.</li> <li>• ID Lubes - Flavored and non Flavored with and without nonoxonyl-9.</li> <li>• Champagne Bubble Bath - 4oz Champagne bottle of bubble bath</li> <li>• K-Y Jelly - The ideal all around lubricant</li> <li>• Motion Lotion - Warms to the touch . . . heats up when blown on!</li> <li>• Joy Jelly - Exotic Flavored Lotions</li> <li>• Lure for Him or Her - Fragrance formulated with pheromone attractant.</li> <li>• Spanish Fly - Believed to ignite sexual passion in those who drink it.</li> <li>• Kama Sutra Oils of Love - These light, silky, edible oils are Kama Sutra's all time best sellers.</li> <li>• Kama Sutra Honey Dust - A sweet silky edible essence of honey in a velvety soft powder.</li> <li>• Edible Finger Paints - The art of love.</li> <li>• ForPlay Lubricants - Ensures long lasting lubricity, adding to fun, comfort, and sensual pleasures.</li> <li>• PeterButter and Nipple Rouge - add flavor to the penis or accentuate your nipples<sup>17</sup></li> </ul> <p><i>Lotions, Creams, and Flavors</i>, May 17, 1998 version (emphasis and links removed).<sup>17</sup> [DFNDT0001069]</p>
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.

Comparison of U.S. Patent No. 6,993,572 and SexToy.com Prior Art

Claim No.	Claim Language of U.S. Patent No. 6,993,572	Relevant Disclosure in Sextoy.com Prior Art
	from the visitor computer and passing captured billing information to the merchant offering the indicated product or service.	<p>service.</p> <p>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.).</p> <p>"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." <i>Sex Toy Order Center</i>, May 17, 1998 version (emphasis removed). [DFNDT0001070-0001071]</p> <p>"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." <i>Sex Toy Order Center</i>, May 17, 1998 version (emphasis and links removed). [DFNDT0001070-0001071]</p>

Comparison of U.S. Patent No. 6,993,572 and One & Only Articles Prior Art<sup>1,2</sup>

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 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:	<p>One &amp; Only Internet Personals at www.one-and-only.com, provided an e-commerce outsourcing system.</p> <p>"Consider, for instance, matchmaker site One &amp; Only. The site, which launched in 1996, makes half of its money from an affiliate network with more than 8,000 members."</p> <p>Whit Andrews, <i>Partners in Affiliate Marketing Struggle With Branding Issues</i>, Internet World, April 13, 1998.<sup>3,4,5</sup> [DFNDT0001690-0001692, DFNDT0001712-0001715]</p>
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	<p>"The site [One &amp; 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 &amp; 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."</p>

<sup>1</sup> See also the prior art identified in the invalidity contentions for the One & Only Network Prior Art.

<sup>2</sup> *WHOIS Record for one-and-only.com*, <http://www.networksolutions.com/whois/results.jsp?whoisserver=0> (last visited August 14, 2006) (one-and-only.com was first registered on November 30, 1995). [DFNDT0001707-0001711]

<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>4</sup> Also see *Welcome To One & Only Network*, <http://web.archive.org/web/1999042719311/http://www.oneandonlynetwork.com/> (April 27, 1999 version of www.oneandonlynetwork.com) as 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. 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!"). [DFNDT0001698-0001699]

<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>. [Document DFNDT0001751-0001794]

Comparison of U.S. Patent No. 6,993,572 and One & Only Articles Prior Art

Claim No.	Claim Language of U.S. Patent No. 6,993,572	Relevant Disclosure in One & Only Articles Prior Art ("One & Only")
		<p>Whit Andrews, <i>Partners in Affiliate Marketing Struggle With Branding Issue</i>.<sup>6,7,8</sup> [DFNDT0001690-0001692, DFNDT0001712-0001715]</p> <p>"One &amp; 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, <i>Are Affiliate Programs for You?</i>. [DFNDT0001693-0001697, DFNDT0001716-0001719]</p> <p>The host is the affiliate, the outsource provider is One &amp; Only and the merchant is person placing the classified or personal ad.</p>
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 E-Commerce success with our proven content that you can customize and market as your own."). [DFNDT0001698-0001699]

<sup>7</sup> Also see *Custom Features*, <http://web.archive.org/web/1999042060034/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 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.") ("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. . . .")

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 your 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.

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.

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]

<sup>8</sup> Also see Mike Curtis, *Affiliate Programs: Why They're Going To Last*, available at <http://web.archive.org/web/19990915171254/www.oneandonlynetwork.com/Zcommerce1.htm?MID=0> (September 15, 1999 version of www.oneandonlynetwork.com/Zcommerce1.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]

Comparison of U.S. Patent No. 6,993,572 and One & Only Articles Prior Art

Claim No.	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 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	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, <i>Partners in Affiliate Marketing Struggle With Branding Issue</i> . <sup>9, 10</sup>

<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 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 your 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]

<sup>10</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). [DFNDT0001690-0001699]

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Comparison of U.S. Patent No. 6,993,572 and One & Only Articles Prior Art

Claim 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, <i>Are Affiliate Programs for You?</i> . [DFNDT0001693-0001697, DFNDT0001716-0001719]  "Because subscriptions are for sale instead of products..." Whit Andrews, <i>Partners in Affiliate Marketing Struggle With Branding Issue</i> . [DFNDT0001690-0001692, DFNDT0001712-0001715]
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." <sup>11, 12, 13</sup>

<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 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!." (emphasis and links removed). [DFNDT0001693-0001699]

<sup>12</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 your 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.

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Comparison of U.S. Patent No. 6,993,572 and One & Only Articles Prior Art

Claim 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 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, <i>Partners in Affiliate Marketing Struggle With Branding Issue</i> . [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, <i>Partners in Affiliate Marketing Struggle With Branding Issue</i> . <sup>14, 15</sup> [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 site." (emphasis and links removed). [DFNDT0001700-0001701]

<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 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). [DFNDT0001690-0001699]

<sup>14</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.

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Comparison of U.S. Patent No. 6,993,572 and One & Only Articles Prior Art

Claim 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, <i>Are Affiliate Programs for You?</i> . [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.
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	"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, <i>Partners in Affiliate Marketing Struggle With Branding Issue</i> . <sup>16, 17</sup> [DFNDT0001690-0001692, DFNDT0001712-0001715]

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 your 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.

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). [DFNDT0001690-0001699]

<sup>16</sup> Also see *Custom Features*, April 22, 1999 version ("Get Your HTML Link Code

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Comparison of U.S. Patent No. 6,993,572 and One & Only Articles Prior Art

Claim 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 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 your 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]

<sup>17</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). [DFNDT0001693-0001699]

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Comparison of U.S. Patent No. 6,993,572 and One & Only Articles Prior Art

Claim 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, <i>Partners in Affiliate Marketing Struggle With Branding Issue</i> . [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, <i>Are Affiliate Programs for You?</i> . [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, <i>Partners in Affiliate Marketing Struggle With Branding Issue</i> . <sup>18, 19</sup> [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 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 your 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

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Comparison of U.S. Patent No. 6,993,572 and One & Only Articles Prior Art

Claim No.	Claim Language of U.S. Patent No. 6,993,572	Relevant Disclosure in One & Only Articles Prior Art ("One & Only")
	and feel, description of the first website and having content based on the-commerce object associated with the 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, <i>Partners in Affiliate Marketing Struggle With Branding Issue</i> . [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, <i>Are Affiliate Programs for You?</i> . [DFNDT0001693-0001697, DFNDT0001716-0001719]
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	"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). [DFNDT0001700-0001701]

<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). [DFNDT0001693-0001699]

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Comparison of U.S. Patent No. 6,993,572 and One & Only Articles Prior Art

Claim 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 website.	categories, for their sites, which makes it harder to tell users they have to switch." Whit Andrews, <i>Partners in Affiliate Marketing Struggle With Branding Issue</i> . <sup>20, 21</sup> [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, <i>Are Affiliate Programs for You?</i> . [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 your 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.

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>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 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). [DFNDT0001693-0001699]

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Comparison of U.S. Patent No. 6,993,572 and One & Only Articles Prior Art

Table with 3 columns: Claim No., Claim Language of U.S. Patent No. 6,993,572, Relevant Disclosure in One & Only Articles Prior Art ("One & Only"). Row 21(a) describes a logo associated with and displayed on at least some of the web pages of the first website.

22 Also see Custom Features, April 22, 1999 version ("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 your 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 you're 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.

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Comparison of U.S. Patent No. 6,993,572 and One & Only Articles Prior Art

Table with 3 columns: Claim No., Claim Language of U.S. Patent No. 6,993,572, Relevant Disclosure in One & Only Articles Prior Art ("One & Only"). Row 21(c) describes a page layout used on at least some of the web pages of the first website; and

23 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 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.

24 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.

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Comparison of U.S. Patent No. 6,993,572 and One & Only Articles Prior Art

Table with 3 columns: Claim No., Claim Language of U.S. Patent No. 6,993,572, Relevant Disclosure in One & Only Articles Prior Art ("One & Only"). Row 21(d) describes 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.

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.

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]

25 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]

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

Table with 3 columns: Claim No., Claim Language of U.S. Patent No. 6,993,572, Relevant Disclosure in One & Only Articles Prior Art ("One & Only"). Row 23 describes 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.

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 your 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 you're 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.

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]

27 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]

28 Also see Custom Features, April 22, 1999 version ("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 your 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 you're 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.

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Comparison of U.S. Patent No. 6,993,572 and One & Only Articles Prior Art

Claim No.	Claim Language of U.S. Patent No. 6,993,572	Relevant Disclosure in One & Only Articles Prior Art ("One & Only")
		for sale instead of products..." Whit Andrews, <i>Partners in Affiliate Marketing Struggle With Branding Issue</i> . [DFNDT0001690-0001692, DFNDT0001712-0001715]

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." (emphasis and links removed). [DFNDT0001700-0001701]

<sup>19</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). [DFNDT0001690-0001699]

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Comparison of U.S. Patent No. 6,993,572 and IBM Prior Art

Based upon the Court's claim construction order [D1 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 No.	Claim Language of U.S. Patent No. 6,993,572	Relevant Disclosure in IBM Prior Art
13.	An e commerce outsourcing system comprising:	IBM Credit Corporation provided a host website entitled, <i>Leasing &amp; Financing Welcome to IBM Customer Leasing and Financing</i> at <a href="http://www.financing.hosting.ibm.com">www.financing.hosting.ibm.com</a> , <sup>1</sup> (hereinafter " <i>Leasing &amp; Financing</i> website") <sup>2</sup> with a link to a website of IBM Corporation with the same look and feel, entitled, <i>IBM planetwide ordering information</i> at <a href="http://www.ibm.com/Orders">www.ibm.com/Orders</a> (hereinafter " <i>IBM Ordering</i> website"). <sup>3</sup> The merchant for the commerce object is one of IBM's business partners.

<sup>1</sup> WHOIS Record [www.networksolutions.com/whois/results.jsp?whoisToken=1](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>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]; *IBM Planetwide help*, <http://web.archive.org/web/19961026164521/www.ibm.com/Finding> (October 26, 1996 version of [www.ibm.com/Finding](http://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](http://www.financing.hosting.ibm.com/CFWWINTR.HTM) as archived by the Internet Archive. (see note 4)); [DFNDT0001808-0001812].

<sup>3</sup> In another example of IBM prior art, the *IBM Ordering* website ([www.ibm.com/Orders](http://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."

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Comparison of U.S. Patent No. 6,993,572 and IBM Prior Art

Claim No.	Claim Language of U.S. Patent No. 6,993,572	Relevant Disclosure in IBM Prior Art
		<p><i>Leasing &amp; Financing</i> website, <a href="http://web.archive.org/web/19961227153901/www.financing.hosting.ibm.com">http://web.archive.org/web/19961227153901/www.financing.hosting.ibm.com</a> (December 27, 1996 version of <a href="http://www.financing.hosting.ibm.com">www.financing.hosting.ibm.com</a> as archived by the Internet Archive.<sup>4</sup>); [DFNDT0001799-0001801].</p> <p><i>IBM Ordering</i> website, <a href="http://web.archive.org/web/19961220005843/www.ibm.com/Orders">http://web.archive.org/web/19961220005843/www.ibm.com/Orders</a> (December 20, 1996 version of <a href="http://www.ibm.com/Orders">www.ibm.com/Orders</a> as archived by the Internet Archive.<sup>5</sup>); [DFNDT0001798].</p> <p><i>1995 Annual Report Highlights</i>, <a href="http://web.archive.org/19961104164231/www.financing.hosting.ibm.com/AR95CL.HTM">http://web.archive.org/19961104164231/www.financing.hosting.ibm.com/AR95CL.HTM</a> (November 11, 1996 version of <a href="http://www.financing.hosting.ibm.com/AR95CL.HTM">www.financing.hosting.ibm.com/AR95CL.HTM</a> as archived by the Internet Archive.<sup>6</sup> (hereinafter "<i>1995 Annual Report of IBM Credit Corp.</i>")); [DFNDT0001879-0001882]</p> <p>"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]</p> <p>"[I]n some countries you can even order online." <i>IBM Ordering</i> website, December 20, 1996 version. [DFNDT0001798]</p>
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	<p>Elements needed to create the <i>IBM Ordering</i> website with the look and feel of the <i>Leasing &amp; Financing</i> website were stored in a data store on the <i>IBM Ordering</i> website server.</p> <p>"HTML generated at Fri, 20 Dec 1996 00:58:45 GMT by /cgi-bin/Orders/nph-</p>

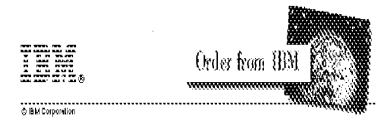
<sup>4</sup> For more information about the Internet Archive and web pages archived therein, see *Internet Archive Frequently Asked Questions*, <http://www.archive.org/about/faq.php>. [DFNDT0001825-0001868]

<sup>5</sup> *Supra* note 4.

<sup>6</sup> *Supra* note 4.

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Comparison of U.S. Patent No. 6,993,572 and IBM Prior Art

Claim No.	Claim Language of U.S. Patent No. 6,993,572	Relevant Disclosure in IBM Prior Art
		<p>index<sup>7</sup></p> <p>Source code for <i>IBM Ordering</i> website, <a href="http://web.archive.org/web/19961220005843/www.ibm.com/Orders">http://web.archive.org/web/19961220005843/www.ibm.com/Orders</a> (December 20, 1996 version of <a href="http://www.ibm.com/Orders">www.ibm.com/Orders</a> as archived by the Internet Archive.<sup>8</sup>); [DFNDT0001813-0001815]</p> <p>"</p>  <p>" <i>IBM Ordering</i> website, December 20, 1996 version (header for <i>IBM Ordering</i> website). [DFNDT0001798]</p> <p>"&lt;BODY bgcolor="#ffffff"&gt;</p> <p>&lt;A NAME=top&gt;&lt;IMG SRC="/images/mastheads/masthead_order.gif" WIDTH=600 HEIGHT=72 ALT="IBM planetwide ordering information"&gt;&lt;/A&gt;</p> <p>Source code for <i>IBM Ordering</i> website, December 20, 1996 version (source code for header). [DFNDT0001813-0001815]</p> <p>Footer from <i>IBM Ordering</i> website:</p> <p>"</p> <p>[ <a href="#">IBM home page</a>   <a href="#">Order</a>   <a href="#">Contact IBM</a>   <a href="#">Legal</a> ]"</p> <p><i>IBM Ordering</i> website, December 20, 1996 version (footer for <i>IBM Ordering</i> website). [DFNDT0001798]</p> <p>"&lt;HR&gt;</p> <p>&amp;#91;</p> <p>&lt;A HREF="http://www.ibm.com/"&gt;IBM home page&lt;/A&gt;</p>

<sup>7</sup> *Supra* note 4.

<sup>8</sup> *Supra* note 4.

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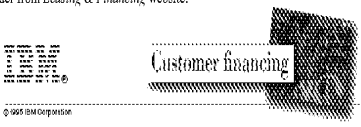
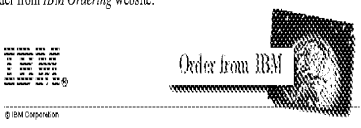
Claim No.	Claim Language of U.S. Patent N. 6,993,572	Relevant Disclosure in IBM Prior Art
		<p>&lt;A HREF="http://www.ibm.com/Orders/"&gt;Order&lt;/A&gt;                      &lt;A HREF="http://www.ibm.com/Assist/"&gt;Contact IBM&lt;/A&gt;                      &lt;A HREF="http://www.ibm.com/Legal/"&gt;Legal&lt;/A&gt;                      Source code for <i>IBM Ordering</i> website, December 20, 1996 version (source code for footer). [DFNDT0001813-0001815]</p> <p>"&lt;a href="http://www.Ibm.Com/Orders/"&gt;Order&lt;/a&gt;                      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). [DFNDT0001816-0001820]</p> <p>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.</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.	<p>"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]</p> <p>"[I]n some countries you can even order online." <i>IBM Ordering</i> website, December 20, 1996 version. [DFNDT0001798]</p> <p>A link to the <i>IBM Ordering</i> website was included in the source code for the <i>Leasing &amp; Financing</i> website. From the <i>IBM Ordering</i> website, a visitor ordered products and services from IBM and its business partners.</p> <p>"Order"  <i>Leasing &amp; Financing</i> web page, December 27, 1996 version (emphasis and link removed)(hyperlink to http://www.Ibm.Com/Orders). [DFNDT0001799-0001801]</p> <p>"&lt;a href="http://www.Ibm.Com/Orders/"&gt;Order&lt;/a&gt;                      Source code for <i>Leasing &amp; Financing</i> website, December 27, 1996 version.</p>

Claim No.	Claim Language of U.S. Patent N. 6,993,572	Relevant Disclosure in IBM Prior Art
		<p>[DFNDT0001816-0001820]</p> <p>The look and feel of the <i>IBM Ordering</i> website was the same as the look and feel of the <i>Leasing &amp; Financing</i> website.<sup>9</sup> Specifically, both the <i>IBM Ordering</i> website and the <i>Leasing &amp; Financing</i> 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></p> <p>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</p>

<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]

<sup>10</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.


<sup>11</sup> Also see: *IBM PC ThinkPad* website, 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); [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 4); [DFNDT0001918-0001927]; *1995 Annual Report of IBM Credit Corp.*, December 19, 1996 version; [DFNDT0001879-0001882].

Claim No.	Claim Language of U.S. Patent N. 6,993,572	Relevant Disclosure in IBM Prior Art
		<p>in the same font, size, and color. The text in both boxes was a short title or description of the web page.</p> <p>Header from <i>Leasing &amp; Financing</i> website:</p>  <p>Header from <i>IBM Ordering</i> website:</p>  <p>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<sup>12</sup> separated by " ."</p> <p>Footer from <i>Leasing &amp; Financing</i> website:  <a href="#">[ IBM home page   Order   Search   Contact IBM   Help   (C)   (TM) ]</a></p> <p>Footer from <i>IBM Ordering</i> website:  <a href="#">[ IBM home page   Order   Contact IBM   Legal ]</a></p> <p><i>Leasing &amp; Financing</i> website, December 27, 1996 version; [DFNDT0001799-0001801] and <i>IBM Ordering</i> website, December 20, 1996 version. [DFNDT0001798]</p>
17.	An e commerce outsourcing process comprising the	<p>IBM Credit Corporation provided a host website (e.g., <i>Leasing &amp; Financing</i></p>

<sup>12</sup> Both pages used the default text link colors of the visitor computer; *supra* note 9.


Claim No.	Claim Language of U.S. Patent N. 6,993,572	Relevant Disclosure in IBM Prior Art
	steps of:	<p>website)<sup>13</sup> with a link to a website of IBM Corporation with the same look and feel, (e.g., <i>IBM Ordering</i> website). The merchant for the commerce object is one of IBM's business partners.</p> <p>"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]</p> <p>"[I]n some countries you can even order online." <i>IBM Ordering</i> website, December 20, 1996 version. [DFNDT0001798]</p>
17(a)	storing a look and feel description associated with a first website in a data store associated with a second website;	<p>Elements needed to create the <i>IBM Ordering</i> website with the look and feel of the <i>Leasing &amp; Financing</i> website were stored in a data store on the <i>IBM Ordering</i> website server.</p> <p>"HTML generated at Fri, 20 Dec 1996 00:58:45 GMT by /cgi-bin/Orders/nph-index"</p> <p>Source code for <i>IBM Ordering</i> website, December 20, 1996 version. [DFNDT0001813-0001815]</p>

<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].

Claim No.	Claim Language of U.S. Patent No. 6,993,572	Relevant Disclosure in IBM Prior Art
		 <p>"IBM Ordering website, December 20, 1996 version (header for IBM Ordering website). [DFNDT0001798]                  "&lt;BODY bgcolor="#ffffff"&gt;                  &lt;A NAME=top&gt;&lt;IMG SRC="/images/mastheads/masthead_order.gif" WIDTH=600 HEIGHT=72 ALT="IBM planetwide ordering information"&gt;&lt;/A&gt;                  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]</p> <p>"&lt;HR&gt;                  &amp;#91;                  &lt;A HREF="http://www.ibm.com/"&gt;IBM home page&lt;/A&gt;                    &lt;A HREF="http://www.ibm.com/Orders/"&gt;Order&lt;/A&gt;                    &lt;A HREF="http://www.ibm.com/Assist/"&gt;Contact IBM&lt;/A&gt;                    &lt;A HREF="http://www.ibm.com/Legal/"&gt;Legal&lt;/A&gt;                  Source code for IBM Ordering website, December 20, 1996 version (source code for footer). [DFNDT0001813-0001815]                  IBM Credit Corporation, IBM Corporation, and IBM's business partners are separate and independent corporate entities. 1995 Annual Report of IBM Credit</p>

Claim No.	Claim Language of U.S. Patent No. 6,993,572	Relevant Disclosure in IBM Prior Art
		<p>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.</p>
17(b)	including within a web page of the first website, which web page has a look and feel substantially corresponding to the stored look and feel description, a link correlating the web page with a commerce object; and	<p>A link to the IBM Ordering website was included in the source code for the Leasing &amp; Financing website. From the IBM Ordering website, a visitor ordered products and services from IBM and its business partners.</p> <p>"Order"                  Leasing &amp; Financing web page, December 27, 1996 version (emphasis and link removed)(hyperlink to http://www.ibm.com/Orders/). [DFNDT0001799-0001801]                  "&lt;a href="http://www.ibm.com/Orders/"&gt;Order&lt;/a&gt;                  Source code for Leasing &amp; Financing website, December 27, 1996 version. [DFNDT0001816-0001820]                  "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]</p>
17(c)	upon receiving an activation of the link from a visitor computer to which the web page has been served, serving to the visitor computer from the second website a composite web page having a look and feel corresponding to the stored look and feel description of the first website and having content based on the commerce object associated with the link.	<p>"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]                  As far as the scope of the claimed "look and feel" can be determined, the look and feel of the IBM Ordering website was the same as the look and feel of the Leasing &amp; Financing website.<sup>14</sup> Specifically, both the IBM Ordering website and the Leasing &amp; Financing website used a single column format with text in the same</p>

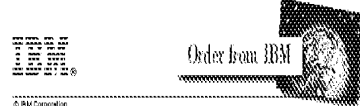
<sup>14</sup> Both pages used the default text link colors of the visitor computer; *supra* note 10.

Claim No.	Claim Language of U.S. Patent No. 6,993,572	Relevant Disclosure in IBM Prior Art
		<p>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></p> <p>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.</p> <p>Header from Leasing &amp; Financing website:</p> 


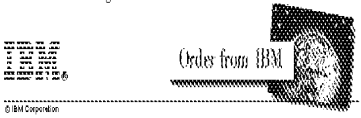
<sup>15</sup> Both pages used the default text link colors of the visitor computer; *supra* note 10.

<sup>16</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].

<sup>17</sup> Both pages used the default text link colors of the visitor computer; *supra* note 10.

Claim No.	Claim Language of U.S. Patent No. 6,993,572	Relevant Disclosure in IBM Prior Art
		<p>Header from IBM Ordering website:</p>  <p>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<sup>17</sup> separated by " ."</p> <p>Footer from Leasing &amp; Financing website:                  [ IBM home page   Order   Search   Contact IBM   Help   (C)   (TM) ]</p> <p>Footer from IBM Ordering website:                  [ IBM home page   Order   Contact IBM   Legal ]</p> <p>Leasing &amp; Financing website, December 27, 1996 version; [DFNDT0001799-0001801] and IBM Ordering website, December 20, 1996 version. [DFNDT0001798]</p>
20.	The process of claim 17 wherein the look and feel description comprises data defining a set of navigational links, used on at least some of the web pages of the first website, each of which links link to specific web pages of the first website.	<p>Footer from Leasing &amp; Financing website:                  [ IBM home page   Order   Search   Contact IBM   Help   (C)   (TM) ]</p> <p>Leasing &amp; Financing website, December 27, 1996 version. [DFNDT0001799-0001801]</p>
21.	The process of claim 17 wherein the look and feel description comprises data defining:	



Claim No.	Claim Language of U.S. Patent N. 6,993,572	Relevant Disclosure in IBM Prior Art
21(a)	a logo associated with and displayed on at least some of the web pages of the first website;	Both the <i>IBM Ordering</i> website and the <i>Leasing &amp; Financing</i> 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 <i>Leasing &amp; Financing</i> website:   Header from <i>IBM Ordering</i> website: 

<sup>18</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].

Claim No.	Claim Language of U.S. Patent N. 6,993,572	Relevant Disclosure in IBM Prior Art
		<i>Leasing &amp; Financing</i> website, December 27, 1996 version; [DFNDT0001799-0001801] and <i>IBM Ordering</i> 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 <i>IBM Ordering</i> website and the <i>Leasing &amp; Financing</i> 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>19</sup>  <i>Leasing &amp; Financing</i> website, December 27, 1996 version; [DFNDT0001799-0001801] and <i>IBM Ordering</i> 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 <i>IBM Ordering</i> website and the <i>Leasing &amp; Financing</i> 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>20</sup>  <i>Leasing &amp; Financing</i> website, December 27, 1996 version; [DFNDT0001799-0001801] and <i>IBM Ordering</i> 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 <i>Leasing &amp; Financing</i> website:

<sup>19</sup> Both pages used the default text link colors of the visitor computer; *supra* note 10.

<sup>20</sup> Both pages used the default text link colors of the visitor computer; *supra* note 10.

Claim No.	Claim Language of U.S. Patent N. 6,993,572	Relevant Disclosure in IBM Prior Art
	to specific web pages of the first website.	{ <a href="#">IBM home page</a>   <a href="#">Order</a>   <a href="#">Search</a>   <a href="#">Contact IBM</a>   <a href="#">Help</a>   (C)   (TM) }  <i>Leasing &amp; Financing</i> website, December 27, 1996 version. [DFNDT0001799-0001801] <sup>21</sup>
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 <i>IBM Ordering</i> 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  <i>IBM Ordering</i> website, December 20, 1996 version. [DFNDT0001798]  "IBM Direct: Your source for products and services from IBM and our business partners... planetwide." <i>IBM Ordering</i> website, December 20, 1996 version.

<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].

Claim No.	Claim Language of U.S. Patent N. 6,993,572	Relevant Disclosure in IBM Prior Art
		[DFNDT0001798]  "[I]n some countries you can even order online." <i>IBM Ordering</i> website, December 20, 1996 version. [DFNDT0001798]  "Order" <i>Leasing &amp; Financing</i> web page, December 27, 1996 version (emphasis and link removed)(hyperlink to <a href="http://www.ibm.com/orders/">http://www.ibm.com/orders/</a> ). [DFNDT0001799-0001801]  "<a href='http://www.ibm.com/orders/'>Order</a>" Source code for <i>Leasing &amp; Financing</i> web page, December 27, 1996 version. [DFNDT0001816-0001820]





Comparison of the U.S. Patent No. 6,993,572 and Lycos Prior Art

Claim No.	Claim Language of U.S. Patent No. 6,993,572	Relevant Disclosure in Lycos Prior Art
		<pre> &lt;TR&gt; &lt;TD BGCOLOR="#FFCC33" VALIGN="top"&gt; &amp;#160;&lt;A HREF="http://web.archive.org/web/19971211191234/http://www.lycos.com/autos"&gt;&lt;FONT FACE="Helvetica, arial, ms sans serif, sans serif" COLOR="#000000" SIZE="1"&gt;&lt;B&gt;Autos&lt;/B&gt;&lt;/FONT&gt;&lt;/A&gt; &lt;BR&gt; &amp;#160;&lt;A HREF="http://web.archive.org/web/19971211191234/http://www.lycos.com/business"&gt;&lt;font face="Helvetica, arial, ms sans serif, sans serif" color="#000000" size="2"&gt;&lt;b&gt;Business&lt;/b&gt;&lt;/font&gt;&lt;/a&gt; &lt;BR&gt; &amp;#160;&lt;A HREF="http://web.archive.org/web/19971211191234/http://www.lycos.com/careers"&gt;&lt;font face="Helvetica, arial, ms sans serif, sans serif" color="#000000" size="2"&gt;&lt;b&gt;Careers&lt;/b&gt;&lt;/font&gt;&lt;/a&gt; &lt;BR&gt; &amp;#160;&lt;A HREF="http://web.archive.org/web/19971211191234/http://www.lycos.com/computers"&gt;&lt;FONT FACE="Helvetica, Ariel, MS Sans Serif, Sans Serif" color="#000000" SIZE="1"&gt; &lt;B&gt;Computers&lt;/B&gt;&lt;/FONT&gt;&lt;/A&gt; &lt;BR&gt; &amp;#160;&lt;A HREF="http://web.archive.org/web/19971211191234/http://www.lycos.com/education"&gt;&lt;FONT FACE="Helvetica, Ariel, MS Sans Serif, Sans Serif" color="#000000" SIZE="1"&gt; &lt;B&gt;Education&lt;/B&gt;&lt;/FONT&gt;&lt;/A&gt; &lt;BR&gt; &amp;#160;&lt;A HREF="http://web.archive.org/web/19971211191234/http://www.lycos.com/entertainment"&gt;&lt;FONT FACE="Helvetica, Ariel, MS Sans Serif, Sans Serif" color="#000000" SIZE="1"&gt; &lt;B&gt;Entertainment&lt;/B&gt;&lt;/FONT&gt;&lt;/A&gt; &lt;BR&gt; </pre>

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706501.1

Comparison of the U.S. Patent No. 6,993,572 and Lycos Prior Art

Claim No.	Claim Language of U.S. Patent No. 6,993,572	Relevant Disclosure in Lycos Prior Art
		<pre> &amp;#160;&lt;A HREF="http://web.archive.org/web/19971211191234/http://www.lycos.com/fashion"&gt;&lt;FONT FACE="Helvetica, Ariel, MS Sans Serif, Sans Serif" color="#000000" SIZE="1"&gt;&lt;B&gt;Fashion&lt;/B&gt;&lt;/FONT&gt;&lt;/A&gt; &lt;BR&gt; &amp;#160;&lt;A HREF="http://web.archive.org/web/19971211191234/http://www.lycos.com/games"&gt;&lt;FONT FACE="Helvetica, Ariel, MS Sans Serif, Sans Serif" color="#000000" SIZE="1"&gt; &lt;B&gt;Games&lt;/B&gt;&lt;/FONT&gt;&lt;/A&gt; &lt;BR&gt; &amp;#160;&lt;A HREF="http://web.archive.org/web/19971211191234/http://www.lycos.com/government"&gt;&lt;FONT FACE="Helvetica, Ariel, MS Sans Serif, Sans Serif" color="#000000" SIZE="1"&gt; &lt;B&gt;Government&lt;/B&gt;&lt;/FONT&gt;&lt;/A&gt; &lt;BR&gt; &amp;#160;&lt;A HREF="http://web.archive.org/web/19971211191234/http://www.lycos.com/health"&gt;&lt;FONT FACE="Helvetica, Ariel, MS Sans Serif, Sans Serif" color="#000000" SIZE="1"&gt; &lt;B&gt;Health&lt;/B&gt;&lt;/FONT&gt;&lt;/A&gt; &lt;BR&gt; &amp;#160;&lt;A HREF="http://web.archive.org/web/19971211191234/http://www.lycos.com/homegarden"&gt;&lt;FONT FACE="Helvetica, Ariel, MS Sans Serif, Sans Serif" color="#000000" SIZE="1"&gt; &lt;B&gt;Home/Garden&lt;/B&gt;&lt;/FONT&gt;&lt;/A&gt; &lt;BR&gt; &amp;#160;&lt;A HREF="http://web.archive.org/web/19971211191234/http://www.lycos.com/internet"&gt;&lt;FONT FACE="Helvetica, Ariel, MS Sans Serif, Sans Serif" color="#000000" SIZE="1"&gt; &lt;B&gt;Internet&lt;/B&gt;&lt;/FONT&gt;&lt;/A&gt; &lt;BR&gt; &amp;#160;&lt;A HREF="http://web.archive.org/web/19971211191234/http://www.lycos.com/kids"&gt;&lt;FONT FACE="Helvetica, Ariel, MS Sans Serif, Sans Serif" color="#000000" SIZE="1"&gt; </pre>

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706501.1

Comparison of the U.S. Patent No. 6,993,572 and Lycos Prior Art

Claim No.	Claim Language of U.S. Patent No. 6,993,572	Relevant Disclosure in Lycos Prior Art
		<pre> 1"&gt;&lt;B&gt;Kids&lt;/B&gt;&lt;/FONT&gt;&lt;/A&gt; &lt;BR&gt; &amp;#160;&lt;A HREF="http://web.archive.org/web/19971211191234/http://www.lycos.com/money"&gt;&lt;FONT FACE="Helvetica, Ariel, MS Sans Serif, Sans Serif" color="#000000" SIZE="1"&gt; &lt;B&gt;Money&lt;/B&gt;&lt;/FONT&gt;&lt;/A&gt; &lt;BR&gt; &amp;#160;&lt;A HREF="http://web.archive.org/web/19971211191234/http://www.lycos.com/news"&gt;&lt;FONT FACE="Helvetica, Ariel, MS Sans Serif, Sans Serif" color="#000000" SIZE="1"&gt; &lt;B&gt;News&lt;/B&gt;&lt;/FONT&gt;&lt;/A&gt; &lt;BR&gt; &amp;#160;&lt;A HREF="http://web.archive.org/web/19971211191234/http://www.lycos.com/people"&gt;&lt;FONT FACE="Helvetica, Ariel, MS Sans Serif, Sans Serif" color="#000000" SIZE="1"&gt; &lt;B&gt;People&lt;/B&gt;&lt;/FONT&gt;&lt;/A&gt; &lt;BR&gt; &amp;#160;&lt;A HREF="http://web.archive.org/web/19971211191234/http://www.lycos.com/realstate"&gt;&lt;FONT FACE="Helvetica, Ariel, MS Sans Serif, Sans Serif" color="#000000" SIZE="1"&gt;&lt;B&gt;Real Estate&lt;/B&gt;&lt;/FONT&gt;&lt;/A&gt; &lt;BR&gt; &amp;#160;&lt;A HREF="http://web.archive.org/web/19971211191234/ http://www.lycos.com/commerce/shoptnet"&gt;&lt;FONT FACE="Helvetica, Ariel, MS Sans Serif, Sans Serif" color="#000000" SIZE="1"&gt;&lt;B&gt;Shopping&lt;/B&gt;&lt;/FONT&gt;&lt;/A&gt; &lt;BR&gt; &amp;#160;&lt;A HREF="http://web.archive.org/web/19971211191234/http://www.lycos.com/space"&gt;&lt;FONT FACE="Helvetica, Ariel, MS Sans Serif, Sans Serif" color="#000000" SIZE="1"&gt;&lt;B&gt;Space/Sci- Fi&lt;/B&gt;&lt;/FONT&gt;&lt;/A&gt; &lt;BR&gt; &amp;#160;&lt;A HREF="http://web.archive.org/web/19971211191234/http://www.lycos.com/sports"&gt;&lt;FONT </pre>

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706501.1

Comparison of the U.S. Patent No. 6,993,572 and Lycos Prior Art

Claim No.	Claim Language of U.S. Patent No. 6,993,572	Relevant Disclosure in Lycos Prior Art
		<pre> FACE="Helvetica, Ariel, MS Sans Serif, Sans Serif" color="#000000" SIZE="1"&gt; 1"&gt;&lt;B&gt;Sports&lt;/B&gt;&lt;/FONT&gt;&lt;/A&gt; &lt;BR&gt; &amp;#160;&lt;A HREF="http://web.archive.org/web/19971211191234/http://www.lycos.com/techtoys"&gt;&lt;FONT FACE="Helvetica, Ariel, MS Sans Serif, Sans Serif" color="#000000" SIZE="1"&gt;&lt;B&gt;Tech Toys&lt;/B&gt;&lt;/FONT&gt;&lt;/A&gt; &lt;BR&gt; &amp;#160;&lt;A HREF="http://web.archive.org/web/19971211191234/http://www.lycos.com/travel"&gt;&lt;FONT FACE="Helvetica, Ariel, MS Sans Serif, Sans Serif" color="#000000" SIZE="1"&gt; &lt;B&gt;Travel&lt;/B&gt;&lt;/FONT&gt;&lt;/A&gt; &lt;/TD&gt; &lt;TR&gt; &lt;/TABLE&gt; &lt;/TD&gt; &lt;TR&gt; &lt;TR&gt; &lt;TD VALIGN=TOP WIDTH=110 BGCOLOR="#FFCC33"&gt; &amp;#160;&lt;A HREF="http://web.archive.org/web/19971211191234/http://www.lycos.com/search.html"&gt;&lt;FONT FACE="HELVETICA, ARIAL, MS SANS SERIF, SANS-SERIF" COLOR="#000000" SIZE="1"&gt; &lt;B&gt;Search&lt;/B&gt;&lt;/FONT&gt;&lt;/A&gt; &lt;/TD&gt; &lt;TR&gt; &lt;TR&gt; &lt;TD VALIGN=TOP WIDTH=110 BGCOLOR="#FFCC33"&gt; &amp;#160;&lt;A HREF="http://web.archive.org/web/19971211191234/http://www.lycos.com/help"&gt;&lt;FONT FACE="HELVETICA, ARIAL, MS SANS SERIF, SANS-SERIF" COLOR="#000000" SIZE="1"&gt; &lt;B&gt;Help&lt;/B&gt;&lt;/FONT&gt;&lt;/A&gt; &lt;/TD&gt; &lt;TR&gt; </pre>

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Comparison of the U.S. Patent No. 6,993,572 and Lycos Prior Art

Claim No.	Claim Language of U.S. Patent No. 6,993,572	Relevant Disclosure in Lycos Prior Art
		<pre> &lt;TABLE BORDER="0" CELLSPACING="2" CELLSPACING="0" WIDTH="100%"&gt; &lt;TR&gt;  &lt;TD BGCOLOR="#FFCC33" VALIGN="top"&gt; &amp;#160;&lt;A HREF="http://web.archive.org/web/19971211191234/http://www.lycos.com/autos"&gt;&lt;FONT FACE="Helvetica, arial, ms sans serif, sans-serif" COLOR="#000000" SIZE="4"&gt; 1"&gt;&lt;B&gt;Autos&lt;/B&gt;&lt;/FONT&gt;&lt;/A&gt; &lt;BR&gt; &amp;#160;&lt;A HREF="http://web.archive.org/web/19971211191234/http://www.lycos.com/business"&gt;&lt;font face="Helvetica, arial, ms sans serif, sans-serif" color="#000000" size="2"&gt;&lt;b&gt;Business&lt;/b&gt;&lt;/font&gt;&lt;/a&gt; &lt;BR&gt; &amp;#160;&lt;A HREF="http://web.archive.org/web/19971211191234/http://www.lycos.com/careers"&gt;&lt;font face="Helvetica, arial, ms sans serif, sans-serif" color="#000000" size="2"&gt;&lt;b&gt;Careers&lt;/b&gt;&lt;/font&gt;&lt;/a&gt; &lt;BR&gt; &amp;#160;&lt;A HREF="http://web.archive.org/web/19971211191234/http://www.lycos.com/computers"&gt;&lt;FONT FACE="Helvetica, Ariel, MS Sans Serif, Sans Serif" color="#000000" SIZE="4"&gt; 1"&gt;&lt;B&gt;Computers&lt;/B&gt;&lt;/FONT&gt;&lt;/A&gt; &lt;BR&gt; &amp;#160;&lt;A HREF="http://web.archive.org/web/19971211191234/http://www.lycos.com/education"&gt;&lt;FONT FACE="Helvetica, Ariel, MS Sans Serif, Sans Serif" color="#000000" SIZE="4"&gt; 1"&gt;&lt;B&gt;Education&lt;/B&gt;&lt;/FONT&gt;&lt;/A&gt; &lt;BR&gt; &amp;#160;&lt;A HREF="http://web.archive.org/web/19971211191234/http://www.lycos.com/entertainment"&gt;&lt;FONT FACE="Helvetica, Ariel, MS Sans Serif, Sans Serif" color="#000000" SIZE="4"&gt; 1"&gt;&lt;B&gt;Entertainment&lt;/B&gt;&lt;/FONT&gt;&lt;/A&gt; </pre>

Comparison of the U.S. Patent No. 6,993,572 and Lycos Prior Art

Claim No.	Claim Language of U.S. Patent No. 6,993,572	Relevant Disclosure in Lycos Prior Art
		<pre> &lt;BR&gt; &amp;#160;&lt;A HREF="http://web.archive.org/web/19971211191234/http://www.lycos.com/fashion"&gt;&lt;FONT FACE="Helvetica, Ariel, MS Sans Serif, Sans Serif" color="#000000" SIZE="4"&gt; 1"&gt;&lt;B&gt;Fashion&lt;/B&gt;&lt;/FONT&gt;&lt;/A&gt; &lt;BR&gt; &amp;#160;&lt;A HREF="http://web.archive.org/web/19971211191234/http://www.lycos.com/games"&gt;&lt;FONT FACE="Helvetica, Ariel, MS Sans Serif, Sans Serif" color="#000000" SIZE="4"&gt; 1"&gt;&lt;B&gt;Games&lt;/B&gt;&lt;/FONT&gt;&lt;/A&gt; &lt;BR&gt; &amp;#160;&lt;A HREF="http://web.archive.org/web/19971211191234/http://www.lycos.com/government"&gt;&lt;FONT FACE="Helvetica, Ariel, MS Sans Serif, Sans Serif" color="#000000" SIZE="4"&gt; 1"&gt;&lt;B&gt;Government&lt;/B&gt;&lt;/FONT&gt;&lt;/A&gt; &lt;BR&gt; &amp;#160;&lt;A HREF="http://web.archive.org/web/19971211191234/http://www.lycos.com/health"&gt;&lt;FONT FACE="Helvetica, Ariel, MS Sans Serif, Sans Serif" color="#000000" SIZE="4"&gt; 1"&gt;&lt;B&gt;Health&lt;/B&gt;&lt;/FONT&gt;&lt;/A&gt; &lt;BR&gt; &amp;#160;&lt;A HREF="http://web.archive.org/web/19971211191234/http://www.lycos.com/homegarden"&gt;&lt;FONT FACE="Helvetica, Ariel, MS Sans Serif, Sans Serif" color="#000000" SIZE="4"&gt; 1"&gt;&lt;B&gt;Home/Garden&lt;/B&gt;&lt;/FONT&gt;&lt;/A&gt; &lt;BR&gt; &amp;#160;&lt;A HREF="http://web.archive.org/web/19971211191234/http://www.lycos.com/internet"&gt;&lt;FONT FACE="Helvetica, Ariel, MS Sans Serif, Sans Serif" color="#000000" SIZE="4"&gt; 1"&gt;&lt;B&gt;Internet&lt;/B&gt;&lt;/FONT&gt;&lt;/A&gt; &lt;BR&gt; &amp;#160;&lt;A HREF="http://web.archive.org/web/19971211191234/http://www.lycos.com/kids"&gt;&lt;FONT </pre>

Comparison of the U.S. Patent No. 6,993,572 and Lycos Prior Art

Claim No.	Claim Language of U.S. Patent No. 6,993,572	Relevant Disclosure in Lycos Prior Art
		<pre> FACE="Helvetica, Ariel, MS Sans Serif, Sans Serif" color="#000000" SIZE="4"&gt; 1"&gt;&lt;B&gt;Kids&lt;/B&gt;&lt;/FONT&gt;&lt;/A&gt; &lt;BR&gt; &amp;#160;&lt;A HREF="http://web.archive.org/web/19971211191234/http://www.lycos.com/money"&gt;&lt;FONT FACE="Helvetica, Ariel, MS Sans Serif, Sans Serif" color="#000000" SIZE="4"&gt; 1"&gt;&lt;B&gt;Money&lt;/B&gt;&lt;/FONT&gt;&lt;/A&gt; &lt;BR&gt; &amp;#160;&lt;A HREF="http://web.archive.org/web/19971211191234/http://www.lycos.com/news"&gt;&lt;FONT FACE="Helvetica, Ariel, MS Sans Serif, Sans Serif" color="#000000" SIZE="4"&gt; 1"&gt;&lt;B&gt;News&lt;/B&gt;&lt;/FONT&gt;&lt;/A&gt; &lt;BR&gt; &amp;#160;&lt;A HREF="http://web.archive.org/web/19971211191234/http://www.lycos.com/people"&gt;&lt;FONT FACE="Helvetica, Ariel, MS Sans Serif, Sans Serif" color="#000000" SIZE="4"&gt; 1"&gt;&lt;B&gt;People&lt;/B&gt;&lt;/FONT&gt;&lt;/A&gt; &lt;BR&gt; &amp;#160;&lt;A HREF="http://web.archive.org/web/19971211191234/http://www.lycos.com/realstate"&gt;&lt;FONT FACE="Helvetica, Ariel, MS Sans Serif, Sans Serif" color="#000000" SIZE="4"&gt;1"&gt;&lt;B&gt;Real Estate&lt;/B&gt;&lt;/FONT&gt;&lt;/A&gt; &lt;BR&gt; &amp;#160;&lt;A HREF="http://web.archive.org/web/19971211191234/ http://www.lycos.com/commerce/shopnet"&gt;&lt;FONT FACE="Helvetica, Ariel, MS Sans Serif, Sans Serif" color="#000000" SIZE="4"&gt;1"&gt;&lt;B&gt;Shopping&lt;/B&gt;&lt;/FONT&gt;&lt;/A&gt; &lt;BR&gt; &amp;#160;&lt;A HREF="http://web.archive.org/web/19971211191234/http://www.lycos.com/space"&gt;&lt;FONT FACE="Helvetica, Ariel, MS Sans Serif, Sans Serif" color="#000000" SIZE="4"&gt;1"&gt;&lt;B&gt;Space&lt;/B&gt; &lt;/FONT&gt;&lt;/A&gt; &lt;BR&gt; &amp;#160;&lt;A </pre>

Comparison of the U.S. Patent No. 6,993,572 and Lycos Prior Art

Claim No.	Claim Language of U.S. Patent No. 6,993,572	Relevant Disclosure in Lycos Prior Art
		<pre> HREF="http://web.archive.org/web/19971211191234/http://www.lycos.com/sports"&gt;&lt;FONT FACE="Helvetica, Ariel, MS Sans Serif, Sans Serif" color="#000000" SIZE="4"&gt; 1"&gt;&lt;B&gt;Sports&lt;/B&gt;&lt;/FONT&gt;&lt;/A&gt; &lt;BR&gt; &amp;#160;&lt;A HREF="http://web.archive.org/web/19971211191234/http://www.lycos.com/techtoys"&gt;&lt;FONT FACE="Helvetica, Ariel, MS Sans Serif, Sans Serif" color="#000000" SIZE="4"&gt;1"&gt;&lt;B&gt;Tech Toys&lt;/B&gt;&lt;/FONT&gt;&lt;/A&gt; &lt;BR&gt; &amp;#160;&lt;A HREF="http://web.archive.org/web/19971211191234/http://www.lycos.com/travel"&gt;&lt;FONT FACE="Helvetica, Ariel, MS Sans Serif, Sans Serif" color="#000000" SIZE="4"&gt; 1"&gt;&lt;B&gt;Travel&lt;/B&gt;&lt;/FONT&gt;&lt;/A&gt; &lt;TD&gt; &lt;TR&gt; &lt;TABLE&gt; &lt;TD&gt; &lt;TR&gt; &lt;TR&gt; &lt;TD VALIGN="TOP" WIDTH="110" BGCOLOR="#FFCC33"&gt; &amp;#160;&lt;A HREF="http://web.archive.org/web/19971211191234/http://www.lycos.com/search.html"&gt;&lt;FONT FACE="HELVETICA, ARIAL, MS SANS SERIF, SANS-SERIF" COLOR="#000000" SIZE="4"&gt; 1"&gt;&lt;B&gt;Search&lt;/B&gt;&lt;/FONT&gt;&lt;/A&gt; &lt;TD&gt; &lt;TR&gt; &lt;TR&gt; &lt;TD VALIGN="TOP" WIDTH="110" BGCOLOR="#FFCC33"&gt; &amp;#160;&lt;A HREF="http://web.archive.org/web/19971211191234/http://www.lycos.com/help"&gt;&lt;FONT FACE="HELVETICA, ARIAL, MS SANS SERIF, SANS-SERIF" COLOR="#000000" SIZE="4"&gt; 1"&gt;&lt;B&gt;Help&lt;/B&gt;&lt;/FONT&gt;&lt;/A&gt; &lt;TD&gt; </pre>





Comparison of the U.S. Patent No. 6,993,572 and Lycos Prior Art

Claim No.	Claim Language of U.S. Patent No. 6,993,572	Relevant Disclosure in Lycos Prior Art
		<pre> &lt;TD BGCOLOR="#6699FF" VALIGN=BOTTTOM&gt;                  &lt;MAP NAME=service&gt;                 &lt;AREA SHAPE=rect COORDS="6,0, 54,14"                 HREF="http://web.archive.org/web/19971211191234/http://point.lycos.com/categories/"&gt;                 &lt;AREA SHAPE=rect COORDS="57,0, 115,14"                 HREF="http://web.archive.org/web/19971211191234/http://cityguide.lycos.com/"&gt;                 &lt;AREA SHAPE=rect COORDS="119,0, 181,14"                 HREF="http://web.archive.org/web/19971211191234/http://www.lycos.com/peoplefind/"&gt;                 &lt;AREA SHAPE=rect COORDS="184,0, 243,14"                 HREF="http://web.archive.org/web/19971211191234/http://www.stockfind.newsalert.com/"&gt;                 &lt;AREA SHAPE=rect COORDS="249,0, 307,14"                 HREF="http://web.archive.org/web/19971211191234/http://www.lycos.com/roadmap.html"&gt;                 &lt;AREA SHAPE=rect COORDS="311,0, 386,14"                 HREF="http://web.archive.org/web/19971211191234/                 http://www.lycos.com/cgi-bin/iph-bounce/gtehome-                 button/http://yp.gte.net/ypform.phtml_QUEST=lycos"&gt;                 &lt;AREA SHAPE=rect COORDS="391,0, 467,14"                 HREF="http://web.archive.org/web/19971211191234/http://www.lycos.com/ups/bridge.html"&gt;                 &lt;AREA SHAPE=default                 HREF="http://web.archive.org/web/19971211191234/http://www.lycos.com/index.html"&gt;                 &lt;MAP&gt;                 &lt;A HREF="http://web.archive.org/web/19971211191234/                 http://www.lycos.com/assist/maps/service.map"&gt;&lt;IMG                 SRC="http://web.archive.org/web/19971211191234/im_/                 http://www.lycos.com/assist/graphics/servicebar.gif" HEIGHT=18 WIDTH=473 alt="Lycos                 Services" BORDER=0 usemap="hservice" ISMAP&gt;&lt;/A&gt;                  &lt;/TD&gt;                 &lt;/TR&gt;                 Source Code for Header of the Lycos website. [DFNDT0001944-0001961]                     </pre>

Comparison of the U.S. Patent No. 6,993,572 and Lycos Prior Art

Claim No.	Claim Language of U.S. Patent No. 6,993,572	Relevant Disclosure in Lycos Prior Art
		<pre> &lt;!-- Navigation for Web Guide --&gt;                  &lt;TABLE BORDER="0" CELLPADDING="2" CELLSPACING="0" WIDTH="100%"&gt;                 &lt;TR&gt;                  &lt;TD BGCOLOR="#FFCC33" VALIGN="top"&gt;                 &amp;#160;&lt;A                 HREF="http://web.archive.org/web/19971211191234/http://www.lycos.com/autos"&gt;&lt;FONT                 FACE="helvetica, arial, ms sans serif, sans-serif" COLOR="#000000" SIZE="1"&gt;&lt;B&gt;Autos&lt;/B&gt;&lt;/FONT&gt;&lt;/A&gt;                 &lt;BR&gt;                 &amp;#160;&lt;A                 HREF="http://web.archive.org/web/19971211191234/http://www.lycos.com/business"&gt;&lt;font                 face="helvetica, arial, ms sans serif, sans-serif" color="#000000"                 size="2"&gt;&lt;b&gt;Business&lt;/b&gt;&lt;/font&gt;&lt;/a&gt;                 &lt;BR&gt;                 &amp;#160;&lt;A                 HREF="http://web.archive.org/web/19971211191234/http://www.lycos.com/careers"&gt;&lt;font                 face="helvetica, arial, ms sans serif, sans-serif" color="#000000"                 size="2"&gt;&lt;b&gt;Careers&lt;/b&gt;&lt;/font&gt;&lt;/a&gt;                 &lt;BR&gt;                 &amp;#160;&lt;A                 HREF="http://web.archive.org/web/19971211191234/http://www.lycos.com/computers"&gt;&lt;FONT                 FACE="Helvetica, Arial, MS Sans Serif, Sans Serif" color="#000000" SIZE="1"&gt;&lt;B&gt;Computers&lt;/B&gt;&lt;/FONT&gt;&lt;/A&gt;                 &lt;BR&gt;                 &amp;#160;&lt;A                 HREF="http://web.archive.org/web/19971211191234/http://www.lycos.com/education"&gt;&lt;FONT                 FACE="Helvetica, Arial, MS Sans Serif, Sans Serif" color="#000000" SIZE="1"&gt;&lt;B&gt;Education&lt;/B&gt;&lt;/FONT&gt;&lt;/A&gt;                 &lt;BR&gt;                 &amp;#160;&lt;A                 HREF="http://web.archive.org/web/19971211191234/http://www.lycos.com/entertainment"&gt;&lt;FONT                     </pre>

Comparison of the U.S. Patent No. 6,993,572 and Lycos Prior Art

Claim No.	Claim Language of U.S. Patent No. 6,993,572	Relevant Disclosure in Lycos Prior Art
		<pre>                 FACE="Helvetica, Ariel, MS Sans Serif, Sans Serif" color="#000000" SIZE="1"&gt;&lt;B&gt;Entertainment&lt;/B&gt;&lt;/FONT&gt;&lt;/A&gt;                 &lt;BR&gt;                 &amp;#160;&lt;A                 HREF="http://web.archive.org/web/19971211191234/http://www.lycos.com/fashion"&gt;&lt;FONT                 FACE="Helvetica, Ariel, MS Sans Serif, Sans Serif" color="#000000" SIZE="1"&gt;&lt;B&gt;Fashion&lt;/B&gt;&lt;/FONT&gt;&lt;/A&gt;                 &lt;BR&gt;                 &amp;#160;&lt;A                 HREF="http://web.archive.org/web/19971211191234/http://www.lycos.com/games"&gt;&lt;FONT                 FACE="Helvetica, Ariel, MS Sans Serif, Sans Serif" color="#000000" SIZE="1"&gt;&lt;B&gt;Games&lt;/B&gt;&lt;/FONT&gt;&lt;/A&gt;                 &lt;BR&gt;                 &amp;#160;&lt;A                 HREF="http://web.archive.org/web/19971211191234/http://www.lycos.com/government"&gt;&lt;FONT                 FACE="Helvetica, Ariel, MS Sans Serif, Sans Serif" color="#000000" SIZE="1"&gt;&lt;B&gt;Government&lt;/B&gt;&lt;/FONT&gt;&lt;/A&gt;                 &lt;BR&gt;                 &amp;#160;&lt;A                 HREF="http://web.archive.org/web/19971211191234/http://www.lycos.com/health"&gt;&lt;FONT                 FACE="Helvetica, Ariel, MS Sans Serif, Sans Serif" color="#000000" SIZE="1"&gt;&lt;B&gt;Health&lt;/B&gt;&lt;/FONT&gt;&lt;/A&gt;                 &lt;BR&gt;                 &amp;#160;&lt;A                 HREF="http://web.archive.org/web/19971211191234/http://www.lycos.com/homegarden"&gt;&lt;FONT                 FACE="Helvetica, Ariel, MS Sans Serif, Sans Serif" color="#000000" SIZE="1"&gt;&lt;B&gt;Home/Garden&lt;/B&gt;&lt;/FONT&gt;&lt;/A&gt;                 &lt;BR&gt;                 &amp;#160;&lt;A                 HREF="http://web.archive.org/web/19971211191234/http://www.lycos.com/internet"&gt;&lt;FONT                 FACE="Helvetica, Ariel, MS Sans Serif, Sans Serif" color="#000000" SIZE="1"&gt;&lt;B&gt;Internet&lt;/B&gt;&lt;/FONT&gt;&lt;/A&gt;                 &lt;BR&gt;                     </pre>

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		<pre>                 &amp;#160;&lt;A                 HREF="http://web.archive.org/web/19971211191234/http://www.lycos.com/kids"&gt;&lt;FONT                 FACE="Helvetica, Ariel, MS Sans Serif, Sans Serif" color="#000000" SIZE="1"&gt;&lt;B&gt;Kids&lt;/B&gt;&lt;/FONT&gt;&lt;/A&gt;                 &lt;BR&gt;                 &amp;#160;&lt;A                 HREF="http://web.archive.org/web/19971211191234/http://www.lycos.com/money"&gt;&lt;FONT                 FACE="Helvetica, Ariel, MS Sans Serif, Sans Serif" color="#000000" SIZE="1"&gt;&lt;B&gt;Money&lt;/B&gt;&lt;/FONT&gt;&lt;/A&gt;                 &lt;BR&gt;                 &amp;#160;&lt;A                 HREF="http://web.archive.org/web/19971211191234/http://www.lycos.com/news"&gt;&lt;FONT                 FACE="Helvetica, Ariel, MS Sans Serif, Sans Serif" color="#000000" SIZE="1"&gt;&lt;B&gt;News&lt;/B&gt;&lt;/FONT&gt;&lt;/A&gt;                 &lt;BR&gt;                 &amp;#160;&lt;A                 HREF="http://web.archive.org/web/19971211191234/http://www.lycos.com/people"&gt;&lt;FONT                 FACE="Helvetica, Ariel, MS Sans Serif, Sans Serif" color="#000000" SIZE="1"&gt;&lt;B&gt;People&lt;/B&gt;&lt;/FONT&gt;&lt;/A&gt;                 &lt;BR&gt;                 &amp;#160;&lt;A                 HREF="http://web.archive.org/web/19971211191234/http://www.lycos.com/realstate"&gt;&lt;FONT                 FACE="Helvetica, Ariel, MS Sans Serif, Sans Serif" color="#000000" SIZE="1"&gt;&lt;B&gt;Real                 Estate&lt;/B&gt;&lt;/FONT&gt;&lt;/A&gt;                 &lt;BR&gt;                 &amp;#160;&lt;A HREF="http://web.archive.org/web/19971211191234/                 http://www.lycos.com/commerce/shopnet"&gt;&lt;FONT FACE="Helvetica, Ariel, MS Sans Serif, Sans                 Serif" color="#000000" SIZE="1"&gt;&lt;B&gt;Shopping&lt;/B&gt;&lt;/FONT&gt;&lt;/A&gt;                 &lt;BR&gt;                 &amp;#160;&lt;A                 HREF="http://web.archive.org/web/19971211191234/http://www.lycos.com/space"&gt;&lt;FONT                 FACE="Helvetica, Ariel, MS Sans Serif, Sans Serif" color="#000000" SIZE="1"&gt;&lt;B&gt;Space/Sci-                 Fi&lt;/B&gt;&lt;/FONT&gt;&lt;/A&gt;                     </pre>

Comparison of the U.S. Patent No. 6,993,572 and Lycos Prior Art

Claim No.	Claim Language of U.S. Patent No. 6,993,572	Relevant Disclosure in Lycos Prior Art
		<pre> &lt;BR&gt; &amp;#160;&lt;A HREF="http://web.archive.org/web/19971211191234/http://www.lycos.com/sports"&gt;&lt;FONT FACE="Helvetica, Arial, MS Sans Serif, Sans Serif" color="#000000" SIZE="1"&gt;&lt;B&gt;Sports&lt;/B&gt;&lt;/FONT&gt;&lt;/A&gt; &lt;BR&gt; &amp;#160;&lt;A HREF="http://web.archive.org/web/19971211191234/http://www.lycos.com/techtoys"&gt;&lt;FONT FACE="Helvetica, Arial, MS Sans Serif, Sans Serif" color="#000000" SIZE="1"&gt;&lt;B&gt;Tech Toys&lt;/B&gt;&lt;/FONT&gt;&lt;/A&gt; &lt;BR&gt; &amp;#160;&lt;A HREF="http://web.archive.org/web/19971211191234/http://www.lycos.com/travel"&gt;&lt;FONT FACE="Helvetica, Arial, MS Sans Serif, Sans Serif" color="#000000" SIZE="1"&gt;&lt;B&gt;Travel&lt;/B&gt;&lt;/FONT&gt;&lt;/A&gt; &lt;/TD&gt; &lt;TR&gt; &lt;/TR&gt; &lt;/TABLE&gt; &lt;/TD&gt; &lt;TR&gt; &lt;TR&gt; &lt;TD VALIGN=TOP WIDTH=110 BGCOLOR="#FFCC33"&gt; &amp;#160;&lt;A HREF="http://web.archive.org/web/19971211191234/http://www.lycos.com/search.html"&gt;&lt;FONT FACE="HELVETICA, ARIAL, MS SANS SERIF, SANS-SERIF" COLOR="#000000" SIZE="1"&gt;&lt;B&gt;Search&lt;/B&gt;&lt;/FONT&gt;&lt;/A&gt; &lt;/TD&gt; &lt;TR&gt; &lt;TR&gt; &lt;TD VALIGN=TOP WIDTH=110 BGCOLOR="#FFCC33"&gt; &amp;#160;&lt;A HREF="http://web.archive.org/web/19971211191234/http://www.lycos.com/help"&gt;&lt;FONT FACE="HELVETICA, ARIAL, MS SANS SERIF, SANS-SERIF" COLOR="#000000" SIZE="1"&gt;&lt;B&gt;Help&lt;/B&gt;&lt;/FONT&gt;&lt;/A&gt; </pre>

Comparison of the U.S. Patent No. 6,993,572 and Lycos Prior Art

Claim No.	Claim Language of U.S. Patent No. 6,993,572	Relevant Disclosure in Lycos Prior Art
		<pre> 1"&gt;&lt;B&gt;Help&lt;/B&gt;&lt;/FONT&gt;&lt;/A&gt; &lt;/TD&gt; &lt;TR&gt; &lt;TR&gt; &lt;TD VALIGN=TOP WIDTH=110 BGCOLOR="#FFCC33"&gt; VALIGN=TOP&gt; &amp;#160;&lt;A HREF="http://web.archive.org/web/19971211191234/http://echomail.lycos.com/echomail"&gt;&lt;FONT FACE="HELVETICA, ARIAL, MS SANS SERIF, SANS-SERIF" COLOR="#000000" SIZE="1"&gt;&lt;B&gt;Feedback&lt;/B&gt;&lt;/FONT&gt;&lt;/A&gt; &lt;/TD&gt; &lt;TD WIDTH=2&gt; &lt;/TD&gt; &lt;TR&gt; Source Code for Left side column of the Lycos website. [DFNDT0001944-0001961] </pre>
20	The process of claim 17 wherein the look and feel description comprises data defining a set of navigational links, used on at least some of the web pages of the first website, each of which links link to specific web pages of the first website.	<p>The Lycos website was the same as the look and feel of the News Alert website.</p> <p>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 Home." Both left side navigation bars include links to "Search," "Help," and "Feedback."</p> <p>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.</p> <p>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 Mellon University Questions &amp; Comments Terms and conditions." The phrases "Copyright," "Questions &amp; Comments" and "Terms and conditions" on both website were in the same light blue font and included identical links to the Lycos website.</p> <p>News Alert website, December 11, 1997 version. [DFNDT0001928-0001943] Lycos website, December 11, 1997 version. [DFNDT0001930-000191931, DFNDT0001944-0001961]</p>


Comparison of the U.S. Patent No. 6,993,572 and Lycos Prior Art

Claim No.	Claim Language of U.S. Patent No. 6,993,572	Relevant Disclosure in Lycos Prior Art
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 displayed on at least some of the 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 some of the web pages of the first 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 some of the web pages of the first 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 least some of the web pages of the first website, each of which links link to specific web pages of the first 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 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

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Claim No.	Claim Language of U.S. Patent No. 6,993,572	Relevant Disclosure in Lycos Prior Art												
		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 Mellon 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 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 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.lycos.com). [DFNDT0001928-0001929]  <table border="1"> <tr> <td>"DJIA</td> <td>7978.79</td> </tr> <tr> <td>NYSE</td> <td>507.70</td> </tr> <tr> <td>NASDAQ</td> <td>1596.61</td> </tr> <tr> <td>Russell 2000</td> <td>432.81</td> </tr> <tr> <td>S&amp;P 500</td> <td>969.25/32</td> </tr> <tr> <td>AMEX MMI</td> <td>836.57"</td> </tr> </table> <p>News Alert website, December 11, 1997 version (emphasis removed). [DFNDT0001930-0001931]</p>	"DJIA	7978.79	NYSE	507.70	NASDAQ	1596.61	Russell 2000	432.81	S&P 500	969.25/32	AMEX MMI	836.57"
"DJIA	7978.79													
NYSE	507.70													
NASDAQ	1596.61													
Russell 2000	432.81													
S&P 500	969.25/32													
AMEX MMI	836.57"													

Comparison of the U.S. Patent No. 6,993,572 and Lycos Prior Art

Claim No.	Claim Language of U.S. Patent No. 6,993,572	Relevant Disclosure in Lycos Prior Art
		<p>"Delayed quotes powered by PC Quotes, Inc." <i>News Alert</i> website, December 11, 1997 version (emphasis removed). [DFNDT0001930-0001931]</p> <p>The <i>News Alert</i> 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.</p>  <p><i>News Alert</i> website, December 11, 1997 version. [DFNDT0001930-0001931]</p>

Comparison of the U.S. Patent No. 6,993,572 and Net.Commerce for OS/390 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 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 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:	<p>"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.</p> <p>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.</p> <p>"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.</p> <p>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</p>

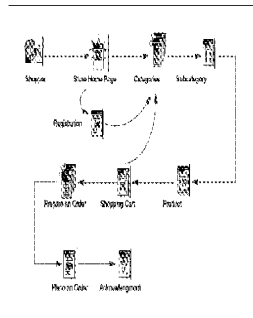
<sup>1</sup> Unless noted, all citations in this chart are to Net.Commerce for OS/390 by Rich Conway, Simon Armiger, Nils Bergquist, Kevin Curley, and Jarmo Lepinen, published by International Business Machines Corporation ("IBM") in July 1998. [DFNT0001082-0001301]

<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. 6,993,572 and Net.Commerce for OS/390 Prior Art

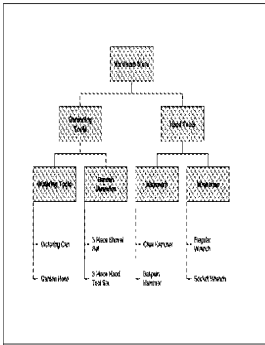
Claim No.	Claim Language of U.S. Patent No. 6,993,572	Relevant Disclosure in Net.Commerce for OS/390 ("Net.Commerce book")
		<p>different products and services for each aspect sector of electronic commerce, but there is one that can fit all of them, namely, Net.Commerce.</p> <p>Net.Commerce is easy-to-use 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.</p> <p>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.</p>
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	<p>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).</p> <p>"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.</p>

Comparison of the U.S. Patent No. 6,993,572 and Net.Commerce for OS/390 Prior Art

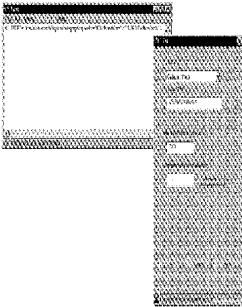
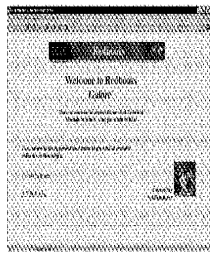
Claim No.	Claim Language of U.S. Patent No. 6,993,572	Relevant Disclosure in Net.Commerce for OS/390 ("Net.Commerce book")
		 <p>Figure 8. 2001 Commerce Gateway Shopping Trip</p> <p>Pg. 24.</p> <p>"In the default shopping process, this home page is a flat HTML file. For easier maintenance, a dynamic page would be preferable for stores with frequently changing products that still want to make offers from the home page." Pg. 20.</p> <p>"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.</p> <p>"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.</p>

Claim No.	Claim Language of U.S. Patent No. 6,993,572	Relevant Disclosure in Net.Commerce for OS/390 ("Net.Commerce book")
		<p>"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.</p> <p>"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.</p> <p>"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.</p> <p>"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.</p>

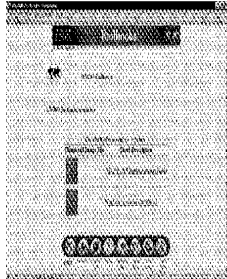
705773.1

Claim No.	Claim Language of U.S. Patent No. 6,993,572	Relevant Disclosure in Net.Commerce for OS/390 ("Net.Commerce book")
		 <p>FIGURE 7. A Hierarchy of Shopping Site Pages</p> <p>Pg. 21.</p>

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Claim No.	Claim Language of U.S. Patent No. 6,993,572	Relevant Disclosure in Net.Commerce for OS/390 ("Net.Commerce book")
		 <p>FIGURE 11. THE REDBOOK SHOP STORE</p> <p>Pg. 119.</p> <p>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).</p>  <p>FIGURE 12. Redbook (AIX/390) Web Site</p>

705773.1

Claim No.	Claim Language of U.S. Patent No. 6,993,572	Relevant Disclosure in Net.Commerce for OS/390 ("Net.Commerce book")
		<p>Pg. 121.</p>  <p>Pg. 130. Also see pgs. 124-130.</p> <p>See pgs. 111-122 for a description of creating a self-contained store.</p> <p>"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.</p> <p>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.</p>

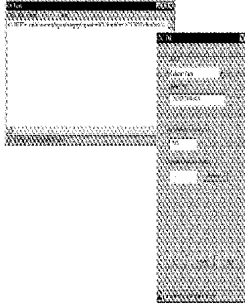
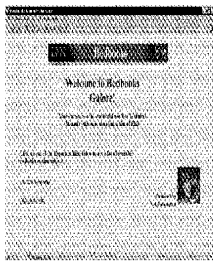
705773.1

Claim 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.	<p>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).</p> <p>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 look and feel" based on the look and feel description in the data store."</p> <p>"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.</p> <p>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</p> <p>"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.</p> <p>"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</p>

Claim No.	Claim Language of U.S. Patent No. 6,993,572	Relevant Disclosure in Net.Commerce for OS/390 ("Net.Commerce book")
		<p>the following:</p> <ul style="list-style-type: none"> <li>· Create and update home pages, product pages, category pages, and Product Advisor pages.</li> <li>· Design headers and footers for the pages.</li> <li>· Modify the supplied sample category, product, and Product Advisor templates (if you save them with a new file name)." pg. 80.</li> </ul> <p>"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.</p> <p>Fig. 8. Net.Commerce Default Shopping Trip</p> <p>Pg. 24.</p> <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.</p>

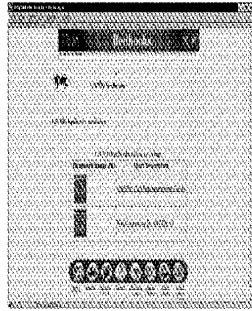
Claim No.	Claim Language of U.S. Patent No. 6,993,572	Relevant Disclosure in Net.Commerce for OS/390 ("Net.Commerce book")
		<p>"When you click on one of the boxes in 4, a text dialog box will appear. From the text dialog box, click on Insert, then Link. Select Category Page from the Link to item and 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.</p> <p>"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.</p> <p>"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.</p> <p>"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.</p> <p>"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.</p> <p>"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.</p>

Claim No.	Claim Language of U.S. Patent No. 6,993,572	Relevant Disclosure in Net.Commerce for OS/390 ("Net.Commerce book")
		<p>Figure 7. A Sample Set of Category and Product Pages</p> <p>Pg. 21.</p>

Claim No.	Claim Language of U.S. Patent No. 6,993,572	Relevant Disclosure in Net.Commerce for OS/390 ("Net.Commerce book")
		 <p>Figure 57. Taskbar Link Dialog Form Pg. 119.</p> <p>An example of a host web page and a composite web page.</p>  <p>Figure 61. Welcome Screen for a Redbooks Store Pg. 121.</p>

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Claim No.	Claim Language of U.S. Patent No. 6,993,572	Relevant Disclosure in Net.Commerce for OS/390 ("Net.Commerce book")
		 <p>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.</p> <p>"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</p>

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Claim No.	Claim Language of U.S. Patent No. 6,993,572	Relevant Disclosure in Net.Commerce for OS/390 ("Net.Commerce book")
		<p>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.</p> <p>"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 <a href="http://www.itsoshop.com/rbgalore.html">http://www.itsoshop.com/rbgalore.html</a>) 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 Mail 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,</p>

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Claim No.	Claim Language of U.S. Patent No. 6,993,572	Relevant Disclosure in Net.Commerce for OS/390 ("Net.Commerce book")
		<p>"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 <a href="http://www.itsoshop.com/rbgalore.html">http://www.itsoshop.com/rbgalore.html</a>." 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</p>

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Comparison of the U.S. Patent No. 6,993,572 and Net.Commerce for OS/390 Prior Art

Claim 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:	<p>"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.</p> <p>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.</p> <p>"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.</p> <p>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.</p> <p>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</p>

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Comparison of the U.S. Patent No. 6,993,572 and Net.Commerce for OS/390 Prior Art

Claim No.	Claim Language of U.S. Patent No. 6,993,572	Relevant Disclosure in Net.Commerce for OS/390 ("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;	<p>See 13(a), <i>supra</i>.</p> <p>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).</p> <p>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 "storing a look and feel description associated with a first website in a data store associated with a second website."</p> <p>"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.</p>

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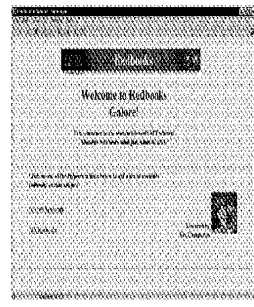
Comparison of the U.S. Patent No. 6,993,572 and Net.Commerce for OS/390 Prior Art

Claim No.	Claim Language of U.S. Patent No. 6,993,572	Relevant Disclosure in Net.Commerce for OS/390 ("Net.Commerce book")
		<p>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</p> <p>"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.</p> <p>"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:</p> <ul style="list-style-type: none"> <li>· Create and update home pages, product pages, category pages, and Product Advisor pages.</li> <li>· Design headers and footers for the pages.</li> <li>· Modify the supplied sample category, product, and Product Advisor templates (if you save them with a new file name)." pg. 80.</li> </ul> <p>"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.</p> <p>"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.</p> <p>"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.</p>

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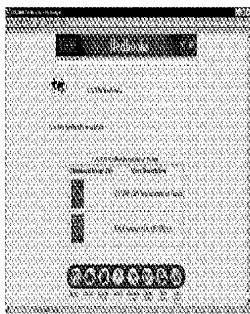
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Comparison of the U.S. Patent No. 6,993,572 and Net.Commerce for OS/390 Prior Art

Claim No.	Claim Language of U.S. Patent No. 6,993,572	Relevant Disclosure in Net.Commerce for OS/390 ("Net.Commerce book")
		<p>An example of a web page of the first website and composite web page.</p>  <p>Fig. 121.</p>

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Claim No.	Claim Language of U.S. Patent No. 6,993,572	Relevant Disclosure in Net.Commerce for OS/390 ("Net.Commerce book")
		 <p>Pg. 130. Also see pgs. 124-130.</p> <p>"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.</p> <p>"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</p>

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Claim No.	Claim Language of U.S. Patent No. 6,993,572	Relevant Disclosure in Net.Commerce for OS/390 ("Net.Commerce book")
		<p>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.</p> <p>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.</p> <p>"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.</p> <p>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 <a href="http://www.itsoshop.com/rbgalore.html">http://www.itsoshop.com/rbgalore.html</a>) 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.</p> <p>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:</p> <ul style="list-style-type: none"> <li>· Select Insert, then Link. A Link dialog box will appear.</li> <li>· 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.</li> <li>· Next, fill in the Category Reference number that was created in 6.1.11.1,</li> </ul>

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Claim No.	Claim Language of U.S. Patent No. 6,993,572	Relevant Disclosure in Net.Commerce for OS/390 ("Net.Commerce book")
		<p>"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.</p> <ul style="list-style-type: none"> <li>· 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.</li> </ul> <p>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.</p> <p>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.</p> <p>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 <code>httpd.conf</code> 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 <a href="http://www.itsoshop.com/rbgalore.html">http://www.itsoshop.com/rbgalore.html</a>." Pgs. 142-4.</p> <p>See pgs. 111-122 for a description of creating a self-contained store.</p> <p>"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.</p> <p>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</p>

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Claim No.	Claim Language of U.S. Patent No. 6,993,572	Relevant Disclosure in Net.Commerce for OS/390 ("Net.Commerce book")
		<p>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.</p>
17(b)	including within a web page of the first website, which web page has a look and feel substantially corresponding to the stored look and feel description, a link correlating the web page with a commerce object; and	<p>See 13(b), <i>supra</i>.</p> <p>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."</p> <p>"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.</p> <p>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</p> <p>"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.</p> <p>"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:</p> <ul style="list-style-type: none"> <li>· Create and update home pages, product pages, category pages, and Product Advisor pages</li> <li>· Design headers and footers for the pages.</li> <li>· Modify the supplied sample category, product, and Product Advisor templates (if you save them with a new file name)." pg. 80.</li> </ul>

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Claim No.	Claim Language of U.S. Patent No. 6,993,572	Relevant Disclosure in Net.Commerce for OS/390 ("Net.Commerce book")
		<p>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.</p> <p>Figure 8. Net.Commerce Book Viewing "3" Pg. 24.</p> <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.</p> <p>"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</p>

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Claim No.	Claim Language of U.S. Patent No. 6,993,572	Relevant Disclosure in Net.Commerce for OS/390 ("Net.Commerce book")
		<p>link." Pg. 119.</p> <p>"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.</p> <p>"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.</p> <p>"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.</p> <p>"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.</p> <p>"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.</p>

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Claim No.	Claim Language of U.S. Patent No. 6,993,572	Relevant Disclosure in Net.Commerce for OS/390 ("Net.Commerce book")
		<p>Figure 7. Net.Commerce Book Viewing "3" Pg. 21.</p>

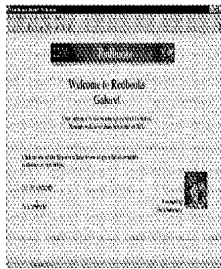
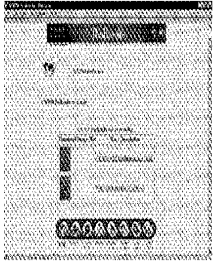
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Claim No.	Claim Language of U.S. Patent No. 6,993,572	Relevant Disclosure in Net.Commerce for OS/390 ("Net.Commerce book")
		<p>Figure 17. Net.Commerce Book Viewing "3" Pg. 119.</p> <p>An example of a web page of the first website and composite web page.</p>

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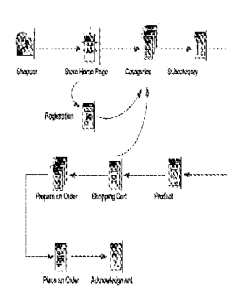
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Claim No.	Claim Language of U.S. Patent No. 6,993,572	Relevant Disclosure in Net.Commerce for OS/390 ("Net.Commerce book")
		 <p>FIG. 83. Redbooks Galore - How To Access Your Store</p> <p>Pg. 121.</p>  <p>Pg. 130. Also see pgs. 124-130.          "6.1.13.1 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</p>

Claim No.	Claim Language of U.S. Patent No. 6,993,572	Relevant Disclosure in Net.Commerce for OS/390 ("Net.Commerce book")
		<p>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.</p> <p>"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.</p> <p>"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 <a href="http://www.itsoshop.com/rbgalore.html">http://www.itsoshop.com/rbgalore.html</a>) 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.</p>

Claim No.	Claim Language of U.S. Patent No. 6,993,572	Relevant Disclosure in Net.Commerce for OS/390 ("Net.Commerce book")
		<p>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:</p> <ul style="list-style-type: none"> <li>Select Insert, then Link. A Link dialog box will appear.</li> <li>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.</li> <li>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.</li> <li>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.</li> </ul> <p>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.</p> <p>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.</p> <p>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 <code>httpd.conf</code> 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</p>

Claim No.	Claim Language of U.S. Patent No. 6,993,572	Relevant Disclosure in Net.Commerce for OS/390 ("Net.Commerce book")
		<p>Web browser URL. To access the site we have just created you would specify <a href="http://www.itsoshop.com/rbgalore.html">http://www.itsoshop.com/rbgalore.html</a>." Pgs. 142-4.</p> <p>See pgs. 111-122 for a description of creating a self-contained store.</p> <p>"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.</p>
17(c)	upon receiving an activation of the link from a visitor computer to which the web page has been served, serving to the visitor computer from the second website a composite web page having a look and feel corresponding to the stored look and feel description of the first website and having content based on the commerce object associated with the link.	<p>See 13(b), <i>supra</i>.</p> <p>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."</p> <p>"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.</p> <p>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</p> <p>"Whether the store will look like a single store or like a mall is a marketing</p>

Claim No.	Claim Language of U.S. Patent No. 6,993,572	Relevant Disclosure in Net.Commerce for OS/390 ("Net.Commerce book")
		<p>decision. Some big stores might prefer looking like many smaller, specialized companies." Pg. 25.</p> <p>"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:</p> <ul style="list-style-type: none"> <li>· Create and update home pages, product pages, category pages, and Product Advisor pages.</li> <li>· Design headers and footers for the pages.</li> <li>· Modify the supplied sample category, product, and Product Advisor templates (if you save them with a new file name)." pg. 80.</li> </ul> <p>"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.</p>  <p>Figure 8. Default Shopping Trip (Pg. 24)</p>

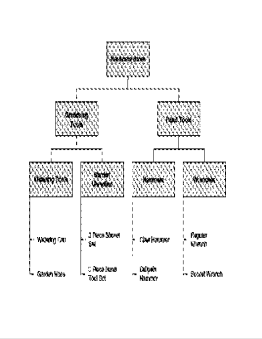
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Claim No.	Claim Language of U.S. Patent No. 6,993,572	Relevant Disclosure in Net.Commerce for OS/390 ("Net.Commerce book")
		<p>Pg. 24.</p> <p>"In the default shopping process, this home page is a flat HTML file. For easier maintenance, a dynamic page would be preferable for stores with frequently changing products that still want to make offers from the home page." Pg. 20.</p> <p>"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.</p> <p>"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.</p> <p>"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.</p> <p>"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.</p> <p>"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.</p> <p>"The product pages include descriptions, attributes, images and price of the</p>

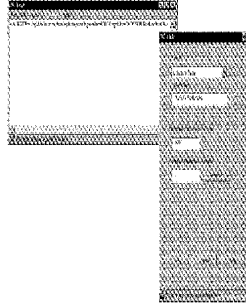
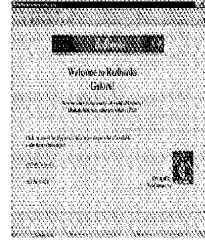
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Claim No.	Claim Language of U.S. Patent No. 6,993,572	Relevant Disclosure in Net.Commerce for OS/390 ("Net.Commerce book")
		<p>products. They might also contain a link to related products or to detailed product evaluations. Additionally, the product pages should include a link for adding the product to the shopping cart. Pg. 21.</p>  <p>Figure 7. A Sample Web Site Category and Product Page (Pg. 21)</p>

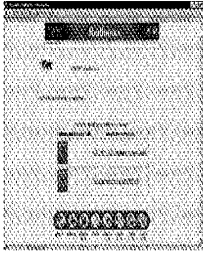
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Claim No.	Claim Language of U.S. Patent No. 6,993,572	Relevant Disclosure in Net.Commerce for OS/390 ("Net.Commerce book")
		 <p>Figure 11. Search and Navigation Page (Pg. 119)</p> <p>An example of a web page of the first website and composite web page.</p>  <p>Figure 12. Welcome to Redbooks Page (Pg. 121)</p>

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Claim No.	Claim Language of U.S. Patent No. 6,993,572	Relevant Disclosure in Net.Commerce for OS/390 ("Net.Commerce book")
		 <p>Pg. 130. Also see pgs. 124-130.</p> <p>"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.</p> <p>"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</p>

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Claim No.	Claim Language of U.S. Patent No. 6,993,572	Relevant Disclosure in Net.Commerce for OS/390 ("Net.Commerce book")
		<p>Template section earlier in this chapter, in the Template form. Save the form, and check for the confirmation message.</p> <p>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.</p> <p>"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.</p> <p>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 <a href="http://www.itsoshop.com/rbgalore.html">http://www.itsoshop.com/rbgalore.html</a>) 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.</p> <p>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:</p> <ul style="list-style-type: none"> <li>· Select Insert, then Link. A Link dialog box will appear.</li> <li>· 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.</li> <li>· 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</li> </ul>

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Claim No.	Claim Language of U.S. Patent No. 6,993,572	Relevant Disclosure in Net.Commerce for OS/390 ("Net.Commerce book")
		<p>categories.</p> <ul style="list-style-type: none"> <li>· 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.</li> </ul> <p>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.</p> <p>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.</p> <p>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 <a href="http://www.itsoshop.com/rbgalore.html">http://www.itsoshop.com/rbgalore.html</a>." Pgs. 142-4.</p> <p>See pgs. 111-122 for a description of creating a self-contained store.</p> <p>"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.</p> <p>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.</p>

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Claim No.	Claim Language of U.S. Patent No. 6,993,572	Relevant Disclosure in Net.Commerce for OS/390 ("Net.Commerce book")
20	The process of claim 17 wherein the look and feel description comprises data defining a set of navigational links, used on at least some of the web pages of the first website, each of which links link to specific web pages of the first website.	<p>"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.</p> <p>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</p> <p>"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.</p> <p>"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:</p> <ul style="list-style-type: none"> <li>· Create and update home pages, product pages, category pages, and Product Advisor pages.</li> <li>· Design headers and footers for the pages.</li> <li>· Modify the supplied sample category, product, and Product Advisor templates (if you save them with a new file name)." pg. 80.</li> </ul> <p>"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.</p> <p>"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</p>

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Comparison of the U.S. Patent No. 6,993,572 and Net.Commerce for OS/390 Prior Art

Claim 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 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.

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Comparison of the U.S. Patent No. 6,993,572 and Net.Commerce for OS/390 Prior Art

Claim 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. · 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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Comparison of the U.S. Patent No. 6,993,572 and Net.Commerce for OS/390 Prior Art

Claim 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.
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.	"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 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

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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")<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 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 No.	Claim Language of U.S. Patent No. 6,993,572	Relevant Disclosure in United States Patent Application 09/995,278 by Saliba ("Saliba '278')
13	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>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). [DFNDT000295-0000314]

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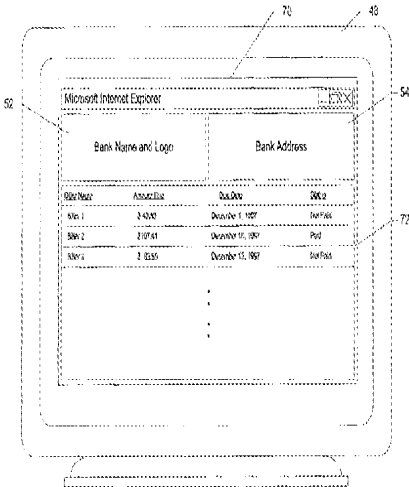
Comparison of U.S. Patent No. 6,993,572 and United States Patent Application 09/995,278 by Saliba ("Saliba '278")

Claim No.	Claim Language of U.S. Patent No. 6,993,572	Relevant Disclosure in United States Patent Application 09/995,278 by Saliba ("Saliba '278")
	description associated with a host web page having a link correlated with a commerce object; and	<p>52 and the bank's address 54. In addition, the branding indicia might comprise a particular format or stylistic schema, background color or texture, slogans, and so forth." Saliba '278 ¶ 0038.</p> <p>The service center's server 110 runs a branding software module 126, which are stored in program memory 118. The branding module 126 runs atop the operating system 124 during execution in the processing unit 112. The branding module 126 extracts the branding indicia passed from the bank and uses it to create a Web page that appears like the bank's own Web pages. It is noted that the branding module 126 may be integrated as part of the Web server software, rather than executed as a stand-alone application.</p> <p>Saliba '278 ¶ 0051.</p> <p>As one example, the service center server 110 has an HTML document that contains data fields for holding billing data retrieved locally from the bills database 40 and indicia fields for holding the branding indicia received remotely from the bank. The HTML document is rendered by the customer's browser program to present a UI that appears as though the bank itself presented the billing statements. This is shown in FIG. 3, for example, where the service center server 110 provides an HTML Web page 70 that contains a billing statement list 72 with data from the bills database 40, along with branding indicia 52, 54 received from the bank.</p> <p>Saliba '278 ¶ 0064.</p>
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	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 No.	Claim Language of U.S. Patent No. 6,993,572	Relevant Disclosure in United States Patent Application 09/995,278 by Saliba ("Saliba '278")
	computer with a look and feel based on the look and feel description in the data store and with content based on the commerce object associated with the link.	<p>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.</p> <p>Saliba '278 ¶ 0011.</p>

Comparison of U.S. Patent No. 6,993,572 and United States Patent Application 09/995,278 by Saliba ("Saliba '278")

Claim No.	Claim Language of U.S. Patent No. 6,993,572	Relevant Disclosure in United States Patent Application 09/995,278 by Saliba ("Saliba '278")
		 <p style="text-align: center;"><b>Fig. 3</b></p> <p>FIG. 3 shows an exemplary new Web page 70, which displays the billing data as it is rendered on a customer's home computer monitor 48. The Web page 70 presents a list 72 of the customer's bills. The page 70 also includes</p>

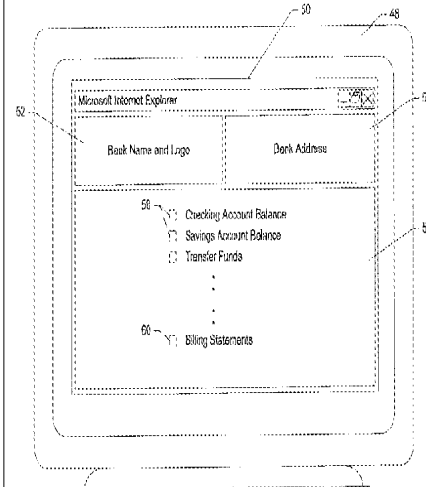
Comparison of U.S. Patent No. 6,993,572 and United States Patent Application 09/995,278 by Saliba ("Saliba '278")

Claim No.	Claim Language of U.S. Patent No. 6,993,572	Relevant Disclosure in United States Patent Application 09/995,278 by Saliba ("Saliba '278")
		<p>the bank's branding indicia, such as the bank's name and logo 52, bank's address 54, format or stylistic schema, background color or texture, slogans, and so forth. In this manner, the new Web page 70 appears to have been provided by the bank's Web site 44, while the identity of the service center 24 is veiled, to lead the customer to believe that the billing data is provided by the financial institution rather than the service center. At this point, the customer may open any particular bill, review the itemized purchases, the amount due, and due date.</p> <p>Saliba '278 ¶ 0041.</p>
17	An e commerce outsourcing process comprising the steps of:	See 13, <i>supra</i> .
17(a)	storing a look and feel description associated with a first website in a data store associated with a second website;	See 13(a), <i>supra</i> .
17(b)	including within a web page of the first website, which web page has a look and feel substantially corresponding to the stored look and feel description, a link correlating the web page with a commerce object; and	See 13(b), <i>supra</i> .
17(c)	upon receiving an activation of the link from a visitor computer to which the web page has been served, 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), <i>supra</i> .
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	<p>The billing statement 80 has multiple softkeys or buttons 84 that form tabbed navigation points to facilitate quick movement from one section of the bill to another. In this example, there is a "Summary" tab that references the billing page shown in the figure. Activation of a "Details" tab (via a mouse pointer, for example) changes the screen from the</p>

Comparison of U.S. Patent No. 6,993,572 and United States Patent Application 09/995,278 by Saliba ("Saliba '278")

Claim No.	Claim Language of U.S. Patent No. 6,993,572	Relevant Disclosure in United States Patent Application 09/995,278 by Saliba ("Saliba '278")
	first website.	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.

Comparison of U.S. Patent No. 6,993,572 and United States Patent Application 09/995,278 by Saliba ("Saliba '278")

Claim No.	Claim Language of U.S. Patent No. 6,993,572	Relevant Disclosure in United States Patent Application 09/995,278 by Saliba ("Saliba '278")
21	The process of claim 17 wherein the look and feel description comprises data defining: a) a logo associated with and displayed on at least some of the web pages of the first website; b) a color scheme used on at least some of the web pages of the first website; c) a page layout used on at least some of the web pages of the first website; and d) navigational links, used on at least some of the web pages of the first website, each of which links link to specific web pages of the first website.	 <p>Fig. 2</p> <p>"The home page 50 includes various branding indicia, such as the bank's name and logo 52 and the bank's address 54. In addition, the branding indicia might comprise a</p>

Comparison of U.S. Patent No. 6,993,572 and United States Patent Application 09/995,278 by Saliba ("Saliba '278")

Claim No.	Claim Language of U.S. Patent No. 6,993,572	Relevant Disclosure in United States Patent Application 09/995,278 by Saliba ("Saliba '278")
		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 '278 ¶ 0043.

Comparison of U.S. Patent No. 6,993,572 and United States Patent Application 09/995,278 by Saliba ("Saliba '278")

23	The process of claim 17 wherein the commerce object is a set of product categories and further comprising accepting search parameters through the composite web page and using said parameters to search for specific products within the product categories.	<p>According to one aspect of this invention, the financial institution has a Web server to support its Web site. The server presents a home page that allows its customers to select different services, such as examining a checking or savings account balance, or conducting a funds transfer. These services are supported locally at the financial institution, s Web site. The home page also offers, however, an option to view customer-specific data, such as the customer's personal billing statements that are collected from a variety of different billers (e.g., phone bill, gas bill, cable TV bill, etc.). The customer-specific data is located at the third party provider, which is independent from the financial institution.</p> <p>Saliba '278 ¶ 0009.</p> <p>The &lt;FLAGS&gt; value is a 32 digit decimal number. Each digit is interpreted 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.</p> <p>Saliba '278 ¶ 0092.</p>
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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 No.	Claim Language of U.S. Patent No. 6,993,572	Relevant Disclosure in CIS
13	An e-commerce outsourcing system comprising:	<p>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.</p> <p>In a first scenario, CIS incorporates links to e-commerce 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.</p> <p>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.</p> <p><i>See, e.g.,</i> Charles Bowen &amp; David Peyton, <i>How to Get the Most Out of CompuServe</i> (5th ed. 1993) ("Bowen &amp; Peyton"); Jill H. Ellsworth &amp; Matthew V. Ellsworth, <i>Using CompuServe</i> (1994) ("Ellsworth &amp; Ellsworth").</p>
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	<p>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 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. <i>See, e.g.,</i> Ellsworth &amp; Ellsworth 316-29. The look and feel description is saved in a database, server, or data store.</p>

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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
		<p>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 Mail 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.</p> <p><i>See, e.g.,</i> [DFDNT0001349-65], [DFDNT_CD_0001] and Ellsworth &amp; Ellsworth 415-25.</p> <p><i>See, e.g.,</i> Ellsworth &amp; Ellsworth, [DFDNT_CD_0001] and CS-1587B. <i>See also</i> U.S. Patent 5,737,538, HMI_01.PDF, and [DFDNT0001429-1529].</p> <p>For instance, in CIS, the BUILD/DPPGEN software accepts input files for each Mail 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.</p> <p><i>See, e.g.,</i> BUILD/DPPGEN source code and [DFDNT0001349-65].</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.	<p>For instance, in CIS, the look and feel comes from a CIS host and content comes from the Mail Store or Travel Service host.</p> <p><i>See, e.g.,</i> [DFDNT_CD_0001] and Ellsworth &amp; Ellsworth.</p> <p>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.</p> <p><i>See, e.g.,</i> Ellsworth &amp; Ellsworth 421, [DFDNT_CD_0001].</p>
17	An e-commerce outsourcing process comprising the steps of:	<i>See 13, supra.</i>
17(a)	storing a look and feel description associated	<i>See 13(a), supra.</i>

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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
	with a first website in a data store associated with a second website;	
17(b)	including within a web page of the first website, which web page has a look and feel substantially corresponding to the stored look and feel description, a link correlating the web page with a commerce object; and	<i>See 13(b), supra.</i>
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.	<i>See 13(b), supra.</i>
20	The process of claim 17 wherein the look and feel description comprises data defining a set of navigational links, used on at least some of the web pages of the first website, each of which links link to specific web pages of the first website.	<p>Many CIS pages were rendered with a plurality of visually perceptible elements, including navigational links.</p> <p><i>See, e.g.,</i> Bowen &amp; Peyton, Ellsworth &amp; Ellsworth, [DFDNT0001349-65] and [DFDNT_CD_0001].</p>
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	

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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 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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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 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 associated with a host web page having a link 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 with a first website in a data store associated with a second website;	
17(b)	including within a web page of the first website, which web page has a look and feel substantially corresponding to 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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Claim 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 through 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 some of the web pages of the first website;	
21(b)	a color scheme used on at least some of the web pages of the first website;	
21(c)	a page layout used on at least some of the web pages of the first website; and	
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.	
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 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 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. See Ex. 31B, at 13. See Ex. 18B, 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. 17B, at 13(a). See Ex. 31B, at 13(a). 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, <i>supra</i> .

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Comparison of U.S. Patent No. 6,993,572, Tobin, Saliba, and Fields

Claim 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. 17B, at 17(a). See Ex. 31B, at 17(a). See Ex. 18B, at 17(a).  See 13(a), <i>supra</i> .
17(b)	including within a web page of the first website, which web page has a look and feel substantially corresponding to the stored look and feel description, a link correlating the web page with a commerce object; and	See Ex. 17B, at 17(b). See Ex. 31B, at 17(b). See Ex. 18B, at 17(b).  See 13(b), <i>supra</i> .
17(c)	upon receiving an activation of the link from a visitor computer to which the web page has been served, 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 Ex. 17B, at 17(c). See Ex. 31B, at 17(c). See Ex. 18B, at 17(c).  See 13(b), <i>supra</i> .
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. 17B, at 20. See Ex. 31B, at 20. See Ex. 18B, at 20.
21	The process of claim 17 wherein the look and feel description comprises data defining:	See Ex. 17B, at 21. See Ex. 31B, at 21. See Ex. 18B, at 21.
21(a)	a logo associated with and displayed on at least some of the web pages of the first website;	See Ex. 17B, at 21(a). 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 pages of the first website;	See Ex. 17B, at 21(b). See Ex. 31B, at 21(b).

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Comparison of U.S. Patent No. 6,993,572, Tobin, Saliba, and Fields

Claim No.	Claim Language of U.S. Patent No. 6,993,572	Relevant Disclosures <sup>1</sup>	
		Travelocity/Yahoo! Prior Art	U.S. Patent No. 5,870,717
21(c)	a page layout used on at least some of the web pages of the first website; and	See Ex. 17B, at 21(c). See Ex. 31B, at 21(c). See Ex. 18B, at 21(c).	
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 Ex. 17B, at 21(d). See Ex. 31B, at 21(d). 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. 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 8B. 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 No.	Claim Language of U.S. Patent No. 6,993,572	Relevant Disclosures <sup>1</sup>	
		Travelocity/Yahoo! Prior Art	U.S. Patent No. 5,870,717
13	An e-commerce outsourcing system comprising:	See Revised Ex. 8B, at 13.  DFNDT000388-412	See Revised Ex. 6B, at 13.  Wiecha '717, 3:10-28 Wiecha '717, 4:14-25 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	See Revised Ex. 8B, at 13(a).  DFNDT000423-428 DFNDT000388-412 DFNDT000413-422	See Revised Ex. 6B, at 13(a).  Wiecha '717, 5:34 - 6:25 Figs. 7-10
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	See Revised Ex. 8B, at 13(b).  DFNDT000388-412 DFNDT000413-422 DFNDT000423-428 DFNDT000429-432	See Revised Ex. 6B, at 13(b).  Wiecha '717, 3:10-28 Wiecha '717, 4:64 - 5:3 Wiecha '717, 8:24-53 Wiecha '717, 5:34 - 6:25 Figs. 6-10

<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 No.	Claim Language of U.S. Patent No. 6,993,572	Relevant Disclosures <sup>1</sup>	
		Travelocity/Yahoo! Prior Art	U.S. Patent No. 5,870,717
	description in the data store and with content based on the commerce object associated with the link.		
17	An e-commerce outsourcing process comprising the steps of:	See Revised Ex. 8B, at 17.  DFNDT000388-412	See Revised Ex. 6B, at 17.  Wiecha '717, 3:10-28 Wiecha '717, 4:14-25 Wiecha '717, 1:57-2:19; Figs. 3-4, 6
17(a)	storing a look and feel description associated with a first website in a data store associated with a second website;	See 13(a), <i>supra</i> .	See 13(a), <i>supra</i> .
17(b)	including within a web page of the first website, which web page has a look and feel substantially corresponding to the stored look and feel description, a link correlating the web page with a commerce object; and	See 13(b), <i>supra</i> .	See 13(b), <i>supra</i> .
17(c)	upon receiving an activation of the link from a visitor computer to which the web page has been served, 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), <i>supra</i> .	See 13(b), <i>supra</i> .
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.  Wiecha '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.

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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 No.	Claim Language of U.S. Patent No. 6,993,572	Relevant Disclosures <sup>1</sup>	
		Travelocity/Yahoo! Prior Art	U.S. Patent No. 5,870,717
21(a)	a logo associated with and displayed on at least some of the web pages of the first website;	See Revised Ex. 8B, at 21(a).  DFNDT000388-412 DFNDT000413-422	See Revised Ex. 6B, at 21(a).  Wiecha '717, 2:37-46
21(b)	a color scheme used on at least some of the web pages of the first website;	See Revised Ex. 8B, at 21(b).  DFNDT000413-422	See Revised Ex. 6B, at 21(b).  Wiecha '717, 2:37-46
21(c)	a page layout used on at least some of the web pages of the first website; and	See Revised Ex. 8B, at 21(c).  DFNDT000388-412 DFNDT000413-422 DFNDT000429-432	See Revised Ex. 6B, at 21(c).  Wiecha '717, 2:37-46
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.	See Revised Ex. 8B, at 21(d).  DFNDT000413-422	See Revised Ex. 6B, at 21(d).  Wiecha '717, 2:37-46
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 Revised Ex. 8B, at 23.  DFNDT000388-412 DFNDT000413-422 DFNDT000423-428	See Revised Ex. 6B, at 23.  Wiecha '717, 8:39-60

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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")

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 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. See Ex. 31B, at 1.
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. 9B, at 1(b). See Ex. 31B, at 1(b).
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 1(c)-(d). See Ex. 31B, at 1(c)-(d).
17	An e commerce outsourcing process comprising the steps of:	See 13, <i>supra</i> .
17(a)	storing a look and feel description associated with a first website in a data store associated with a second website;	See 13(a), <i>supra</i> .

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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 No.	Claim Language of U.S. Patent No. 6,993,572	Relevant Disclosures
17(b)	including within a web page of the first website, which web page has a look and feel substantially corresponding to the stored look and feel description, a link correlating the web page with a commerce object; and	See 13(b), <i>supra</i> .
17(c)	upon receiving an activation of the link from a visitor computer to which the web page has been served, 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), <i>supra</i> .
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. 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, each of which links link to specific web pages of the first website.	See Ex. 9B, at 21. See Ex. 31B, at 21.
23	The process of claim 17 wherein the commerce object is a set of product categories	See Ex. 9B, at 23. See Ex. 31B, 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 the Digital River Secure Sales System ("Digital River SSS")

Claim No.	Claim Language of U.S. Patent No. 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.	

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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 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. See Ex. 6B, at 1.
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. 9B, at 13(a). See Ex. 6B, at 13(a).  See also 1(b), <i>supra</i> .
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), <i>supra</i> .
17	An e commerce outsourcing process comprising the steps of:	See 1, <i>supra</i> .
17(a)	storing a look and feel description associated with a first website in a data store associated	See 13(a), <i>supra</i> .

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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")

Claim 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, which web page has a look and feel substantially corresponding to the stored look and feel description, a link correlating the web page with a commerce object; and	See 13(b), <i>supra</i> .
17(c)	upon receiving an activation of the link from a visitor computer to which the web page has been served, 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), <i>supra</i> .
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. 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. See Ex. 6B, at 21.
21(a)	a logo associated with and displayed on at least some of the web pages of the first website;	See Ex. 9B, at 21(a). See Ex. 6B, at 21(a).
21(b)	a color scheme used on at least some of the web pages of the first website;	See Ex. 9B, at 21(b). See Ex. 6B, at 21(b).
21(c)	a page layout used on at least some of the web pages of the first website; and	See Ex. 9B, at 21(c). See Ex. 6B, at 21(c).
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 Ex. 9B, at 21(d). See Ex. 6B, at 21(d).

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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")

Claim 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. 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 No.	Claim Language of U.S. Patent No. 6,993,572	Relevant Disclosures
13	An e-commerce outsourcing system comprising:	See Ex. 1B, at 1. See Ex. 31B, at 1.
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. 1B, at 1(b). See Ex. 31B, at 1(b).
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. 1B, at 1(c)-(d). See Ex. 31B, at 1(c)-(d).
17	An e-commerce outsourcing process comprising the steps of:	See 13, <i>supra</i> .
17(a)	storing a look and feel description associated with a first website in a data store associated	See 13(a), <i>supra</i> .

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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 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, which web page has a look and feel substantially corresponding to the stored look and feel description, a link correlating the web page with a commerce object; and	See 13(b), <i>supra</i> .
17(c)	upon receiving an activation of the link from a visitor computer to which the web page has been served, 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), <i>supra</i> .
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. 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, each of which links link to specific web pages of the first website.	See Ex. 1B, 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 No.	Claim Language of U.S. Patent No. 6,993,572	Relevant Disclosures
	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. 31B, at 23.

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 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. See Ex. 31B, at 13. See Ex. 18B, 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. 24B, at 13(a). See Ex. 31B, at 13(a). 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, <i>supra</i> .

Comparison of U.S. Patent No. 6,993,572, Sextoy, Saliba, and Fields

Claim 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. 24B, at 17(a). See Ex. 31B, at 17(a). See Ex. 18B, at 17(a).  See 13(a), <i>supra</i> .
17(b)	including within a web page of the first website, which web page has a look and feel substantially corresponding to the stored look and feel description, a link correlating the web page with a commerce object; and	See Ex. 24B, at 17(b). See Ex. 31B, at 17(b). See Ex. 18B, at 17(b).  See 13(b), <i>supra</i> .
17(c)	upon receiving an activation of the link from a visitor computer to which the web page has been served, 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), <i>supra</i> .
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. 24B, at 20. See Ex. 31B, at 20. 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. See Ex. 31B, at 21. See Ex. 18B, at 21.
21(a)	a logo associated with and displayed on at least some of the web pages of the first website;	See Ex. 24B, at 21(a). 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. 24B, at 21(b).

Comparison of U.S. Patent No. 6,993,572, Sextoy, Saliba, and Fields

Claim No.	Claim Language of U.S. Patent No. 6,993,572	Relevant Disclosures
	pages of the first website;	See Ex. 31B, at 21(b). See Ex. 18B, at 21.
21(c)	a page layout used on at least some of the web pages of the first website; and	See Ex. 24B, at 21(c). See Ex. 31B, at 21(c). See Ex. 18B, at 21.
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 Ex. 24B, at 21(d). See Ex. 31B, at 21(d). See Ex. 18B, at 21.
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. 24B, at 23. See Ex. 31B, at 23. See Ex. 18B, at 21.

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 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, <i>supra</i> .
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. 28B, at 13(a). See Ex. 7B, at 13(a).  See also 1(b), <i>supra</i> .
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. 28B, at 13(b).  See also 1(c)-1(d), <i>supra</i> .
17	An e commerce outsourcing process comprising the steps of:	See Ex. 28B, at 17. See Ex. 7B, at 17.  See 1, <i>supra</i> .
17(a)	storing a look and feel description associated with a first website in a data store associated with a second website;	See Ex. 28B, at 17(a). See Ex. 7B, at 17(a).  See 13(a), <i>supra</i> .
17(b)	including within a web page of the first website, which web page has a look and feel substantially	See Ex. 28B, at 17(b). 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
	corresponding to the stored look and feel description, a link correlating the web page with a commerce object; and	See 13(b), <i>supra</i> .
17(c)	upon receiving an activation of the link from a visitor computer to which the web page has been served, 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), <i>supra</i> .
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. 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. See Ex. 7B, at 21.
21(a)	a logo associated with and displayed on at least some of the web pages of the first website;	See Ex. 28B, at 21(a). See Ex. 7B, at 21(a).
21(b)	a color scheme used on at least some of the web pages of the first website;	See Ex. 28B, at 21(b). See Ex. 7B, at 21(b).
21(c)	a page layout used on at least some of the web pages of the first website; and	See Ex. 28B, at 21(c). See Ex. 7B, at 21(c).
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 Ex. 28B, at 21(d). 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, 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 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 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. See Ex. 32B, at 13. See Ex. 18B, 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. 27B, at 13(a). See Ex. 32B, at 13(a). 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, <i>supra</i> .
17(a)	storing a look and feel description associated with a first website in a data store associated with a second website;	See Ex. 27B, at 17(a).  See 13(a), <i>supra</i> .

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Comparison of U.S. Patent No. 6,993,572, IBM, Saliba, and Fields

Claim No.	Claim Language of U.S. Patent No. 6,993,572	Relevant Disclosures
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. 27B, at 17(a). See 13(b), <i>supra</i> .
17(c)	upon receiving an activation of the link from a visitor computer to which the web page has been served, 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), <i>supra</i> .
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. See Ex. 32B, at 20. 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. See Ex. 32B, at 21. See Ex. 18B, at 21.
21(a)	a logo associated with and displayed on at least some of the web pages of the first website;	See Ex. 27B, at 21(a). See Ex. 32B, at 21(a). 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). 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). See Ex. 32B, at 21(c).

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Comparison of U.S. Patent No. 6,993,572, IBM, Saliba, and Fields

Claim No.	Claim Language of U.S. Patent No. 6,993,572	Relevant Disclosures
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 Ex. 27B, at 21(d). 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. See Ex. 32B, at 23.

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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")<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 No.	Claim Language of U.S. Patent 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." <i>ShopSite Review</i> [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." <i>ShopSite Review</i> [DFNDT0004668, 004679].
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	"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

<sup>1</sup> 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.wilsonweb.com/wct1/> (Feb. 7, 1998 version of 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/19980626085558/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.wilsonweb.com/wct1/issue2.htm as archived by the Internet Archive (See note 2) [DFNDT0004676-004678]) (collectively hereinafter, "ShopSite Review").

<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]

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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
		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." <i>ShopSite Review</i> [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." <i>ShopSite Review</i> [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 3.1 meets both of these criteria rather well." <i>ShopSite Review</i> [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." <i>ShopSite Review</i> [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)." <i>ShopSite Review</i> [DFNDT0004668, 004680].  "Next, you can create a "laptop computer" page and place products on this page in any

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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
		<p>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 &lt;P&gt; and &lt;BR&gt; to put breaks between lines." <i>ShopSite Review [DFNDT0004668, 004680]</i>.</p> <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 is 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.	<p>"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." <i>ShopSite Review [DFNDT0004668, 004680]</i>.</p> <p>"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 &lt;P&gt; and &lt;BR&gt; to put breaks between lines." <i>ShopSite Review [DFNDT0004668, 004680]</i>.</p> <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." <i>ShopSite Review [DFNDT0004668, 004681]</i>.</p>

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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
		<p>"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." <i>ShopSite Review [DFNDT0004668, 004680]</i>.</p> <p>"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." <i>ShopSite Review [DFNDT0004668, 004679]</i>.</p> <p>"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." <i>ShopSite Review [DFNDT0004668, 004679]</i>.</p> <p>"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)." <i>ShopSite Review [DFNDT0004668, 004680]</i>.</p>
17	An e commerce outsourcing process comprising the steps of:	<p>"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</p>

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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
		<p>Manger 3.1 meets both of these criteria rather well." <i>ShopSite Review [DFNDT0004668, 004679]</i>.</p> <p>"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." <i>ShopSite Review [DFNDT0004668, 004679]</i>.</p>
17(a)	storing a look and feel description associated with a first website in a data store associated with a second website;	<p>"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." <i>ShopSite Review [DFNDT0004668, 004680]</i>.</p> <p>"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 &lt;P&gt; and &lt;BR&gt; to put breaks between lines." <i>ShopSite Review [DFNDT0004668, 004680]</i>.</p> <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." <i>ShopSite Review [DFNDT0004668, 004681]</i>.</p> <p>"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</p>

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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
		<p>uses cookies to distinguish between shoppers. If a shopper doesn't take cookies, shopper ID defaults to the shopper's IP number." <i>ShopSite Review [DFNDT0004668, 004680]</i>.</p> <p>"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." <i>ShopSite Review [DFNDT0004668, 004679]</i>.</p> <p>"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." <i>ShopSite Review [DFNDT0004668, 004679]</i>.</p> <p>"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)." <i>ShopSite Review [DFNDT0004668, 004680]</i>.</p>
17(b)	including within a web page of the first website, which web page has a look and feel substantially corresponding to the stored look and feel description, a link correlating the web page with a commerce object; and	<p>"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</p>

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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
		<p>license." <i>ShopSite Review [DFNDT0004668, 004681].</i></p> <p>"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." <i>ShopSite Review [DFNDT0004668, 004680].</i></p> <p>"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." <i>ShopSite Review [DFNDT0004668, 004679].</i></p> <p>"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." <i>ShopSite Review [DFNDT0004668, 004679].</i></p> <p>"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)." <i>ShopSite Review [DFNDT0004668, 004680].</i></p> <p>"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</p>

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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
		<p>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 &lt;P&gt; and &lt;BR&gt; to put breaks between lines." <i>ShopSite Review [DFNDT0004668, 004680].</i></p> <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.</p>
17(c)	upon receiving an activation of the link from a visitor computer to which the web page has been served, sewing to the visitor computer from the second website a composite web page having a look and feel corresponding to the stored look and feel, description of the first website and having content based on the commerce object associated with the link.	<p>"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." <i>ShopSite Review [DFNDT0004668, 004680].</i></p> <p>"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 &lt;P&gt; and &lt;BR&gt; to put breaks between lines." <i>ShopSite Review [DFNDT0004668, 004680].</i></p> <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." <i>ShopSite Review [DFNDT0004668, 004681].</i></p> <p>"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</p>

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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
		<p>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." <i>ShopSite Review [DFNDT0004668, 004680].</i></p> <p>"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." <i>ShopSite Review [DFNDT0004668, 004679].</i></p> <p>"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." <i>ShopSite Review [DFNDT0004668, 004679].</i></p> <p>"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)." <i>ShopSite Review [DFNDT0004668, 004680].</i></p>
20	The process of claim 17 wherein the look and feel description comprises data defining a set of navigational links, used on at least some of the web pages of the first website, each of which links link to specific web pages of the first website.	<p>"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." <i>ShopSite Review [DFNDT0004668, 004680].</i></p> <p>"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</p>

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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
		<p>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 &lt;P&gt; and &lt;BR&gt; to put breaks between lines." <i>ShopSite Review [DFNDT0004668, 004680].</i></p>
21	The process of claim 17 wherein the look and feel description comprises data defining:	<p>"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." <i>ShopSite Review [DFNDT0004668, 004680].</i></p> <p>"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 &lt;P&gt; and &lt;BR&gt; to put breaks between lines." <i>ShopSite Review [DFNDT0004668, 004680].</i></p>
21(a)	a logo associated with and displayed on at least some of the web pages of the first website;	<p>"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." <i>ShopSite Review [DFNDT0004668, 004680].</i></p> <p>"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 &lt;P&gt; and &lt;BR&gt; to put breaks between lines." <i>ShopSite Review [DFNDT0004668, 004680].</i></p>
21(b)	a color scheme used on at least some of the web pages of the first website;	<p>"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</p>

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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
		<p>imagemap or text links, for example. Each page also allows a background image, and the ability to link to other pages." <i>ShopSite Review [DFNDT0004668, 004680]</i>.</p> <p>"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 &lt;P&gt; and &lt;BR&gt; to put breaks between lines." <i>ShopSite Review [DFNDT0004668, 004680]</i>.</p>
21(c)	a page layout used on at least some of the web pages of the first website; and	<p>"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." <i>ShopSite Review [DFNDT0004668, 004680]</i>.</p> <p>"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 &lt;P&gt; and &lt;BR&gt; to put breaks between lines." <i>ShopSite Review [DFNDT0004668, 004680]</i>.</p>
21(d)	navigational links, used on at least some of the web pages of the first website, each of which links link to specific web pages of the first website.	<p>"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." <i>ShopSite Review [DFNDT0004668, 004680]</i>.</p> <p>"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</p>

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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
		<p>with little HTML skill can still do a great deal, once they learn how to use &lt;P&gt; and &lt;BR&gt; to put breaks between lines." <i>ShopSite Review [DFNDT0004668, 004680]</i>.</p>
23	The process of claim 17 wherein the commerce object is a set of product categories and further comprising accepting search parameters through the composite web page and using said parameters to search for specific products within the product categories.	<p>"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." <i>ShopSite Review [DFNDT0004668, 004680]</i>.</p> <p>"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)." <i>ShopSite Review [DFNDT0004668, 004680]</i>.</p>

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Comparison of U.S. Patent No. 6,993,572 and ViaWeb ("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 No.	Claim Language of U.S. Patent No. 6,993,572	ViaWeb Art Relevant Disclosures
13	An e commerce outsourcing system comprising:	<p>"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." <i>ViaWeb How It Works</i>, <a href="http://web.archive.org/web/19970606144928/http://www.viaweb.com/vw/howitwor.htm">http://web.archive.org/web/19970606144928/http://www.viaweb.com/vw/howitwor.htm</a> (June 6, 1997 version of www.viaweb.com/vw/howitwor.htm as archived by the Internet Archive.) (hereinafter, "<i>ViaWeb How It Works</i>"). [DFNDT0005151-4]</p> <p>"Viaweb Store is a combination of an authoring tool and a hosting service:  <ul style="list-style-type: none"> <li>You build your store on our server, using an easy point and click interface.</li> <li>There is no software to install: all you need is an ordinary browser.</li> </ul> <p>... 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." <i>ViaWeb How It Works</i>. [DFNDT0005151-4]</p> <p>"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</p> </p>

<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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Comparison of U.S. Patent No. 6,993,572 and ViaWeb Prior Art

Claim No.	Claim Language of U.S. Patent No. 6,993,572	ViaWeb Art Relevant Disclosures
		<p>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." <i>ViaWeb Store 3.0 Release</i>, <a href="http://web.archive.org/web/19970606145128/http://www.viaweb.com/vw/viaw30isrel.html">http://web.archive.org/web/19970606145128/http://www.viaweb.com/vw/viaw30isrel.html</a> (June 6, 1997 version of <a href="http://www.viaweb.com/vw/viaw30isrel.html">http://www.viaweb.com/vw/viaw30isrel.html</a> as archived by the Internet Archive.) (hereinafter, "<i>3.0 Release</i>"). [DFNDT0005257-8]</p> <p>"Paul Graham of ViaWeb sells custom Internet stores in his ViaMail site." Paul Edwards, Sarah Edwards, and Linda Rohrbough, <i>Making Money in Cyberspace</i>, September 9, 1998, Jeremy P. Tarcher/Putnam (hereinafter "<i>Making Money</i>"). [DFNDT0004356-004648].</p> <p>"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." <i>CyberStoreFrons for Rookies</i>, Business Week, June 9, 1997, <a href="http://web.archive.org/web/20081012015004/http://www">http://web.archive.org/web/20081012015004/http://www</a>.</p>

<sup>2</sup> See note 1.

<sup>3</sup> See note 1.

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Comparison of U.S. Patent No. 6,993,572 and ViaWeb Prior Art

Claim No.	Claim Language of U.S. Patent No. 6,993,572	ViaWeb Art Relevant Disclosures
		<p>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]</p> <p>"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." <i>Making Money</i>, [DFNDT0004436]</p> <p>"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." <i>Making Money</i>, [DFNDT0004436]</p> <p>"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." <i>Making Money</i>, [DFNDT0004484-5]</p>

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Comparison of U.S. Patent No. 6,993,572 and ViaWeb Prior Art

Claim No.	Claim Language of U.S. Patent No. 6,993,572	ViaWeb Art Relevant Disclosures
		<p>"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. " <i>Making Money</i>, [DFNDT0004483]</p> <p>"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-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." <i>Making Money</i>, [DFNDT0004485-6]</p> <p>"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</p>

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Comparison of U.S. Patent No. 6,993,572 and ViaWeb Prior Art

Claim No.	Claim Language of U.S. Patent No. 6,993,572	ViaWeb Art Relevant Disclosures
		<p>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." <i>Making Money</i>, [DFNDT0004486]</p> <p>"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 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." <i>Making Money</i>, [DFNDT0004486]</p> <p>"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." <i>Making Money</i>, [DFNDT0004486-7]</p> <p>Also see DFNDT0005052, 5053-5059, 5071-5080, 51111-5117, 5120-5122, 5141-5147, 5156-5167, 5206-5256, and 5206-5207 for more information about ViaWeb, and</p>

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Comparison of U.S. Patent No. 6,993,572 and ViaWeb Prior Art

Claim No.	Claim Language of U.S. Patent No. 6,993,572	ViaWeb Art Relevant Disclosures
		<p>examples of host websites/webpages and outsource websites/webpages.</p>
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	<p>"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." <i>Making Money</i>, [DFNDT0004437]</p> <p>"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." <i>Making Money</i>, [DFNDT0004437]</p> <p>"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." <i>ViaWeb Features</i>, http://web.archive.org/web/19970606144941/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.)<sup>4</sup> (hereinafter, "ViaWeb Features"), [DFNDT0005148-50]</p>

<sup>4</sup> See note 1.

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Comparison of U.S. Patent No. 6,993,572 and ViaWeb Prior Art

Claim No.	Claim Language of U.S. Patent No. 6,993,572	ViaWeb Art Relevant Disclosures
		<p>"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.</p> <p>To get an idea of the flexibility of Viaweb, look at sites like Frederick's of Hollywood and Rolling Stone.</p> <p>The Viaweb and Viamall sites were both created entirely with Viaweb." <i>ViaWeb How It Works</i>. [DFNDT0005151-4]</p> <p>"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.</p> <p>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." <i>ViaWeb How It Works</i>. [DFNDT0005151-4]</p> <p>"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." <i>3.0 Release</i>. [DFNDT0005257-8]</p>

<sup>5</sup> See note 1.

<sup>6</sup> See note 1.

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Comparison of U.S. Patent No. 6,993,572 and ViaWeb Prior Art

Claim No.	Claim Language of U.S. Patent No. 6,993,572	ViaWeb Art Relevant Disclosures
		<p>"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.</p> <p>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." <i>ViaWeb Resellers</i>, <a href="http://web.archive.org/web/19970606145058/http://www.viaweb.com/vw/resprog.html">http://web.archive.org/web/19970606145058/http://www.viaweb.com/vw/resprog.html</a> (June 6, 1997 version of www.viaweb.com/vw/resprog.html as archived by the Internet Archive.)<sup>5</sup> (hereinafter, "<i>ViaWeb Resellers</i>"). [DFNDT0005263-4]</p> <p>"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." <i>RTML Overview</i>, <a href="http://web.archive.org/web/19970606150606/http://www.viaweb.com/vw/ov.html">http://web.archive.org/web/19970606150606/http://www.viaweb.com/vw/ov.html</a> (June 6, 1997 version of www.viaweb.com/vw/ov.html as archived by the Internet Archive.)<sup>6</sup> (hereinafter, "<i>RTML Overview</i>"). [DFNDT0005265]</p> <p>"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." <i>ViaWeb How It Works</i>. [DFNDT0005151-4]</p> <p>"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.</p>

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Claim No.	Claim Language of U.S. Patent No. 6,993,572	ViaWeb Art Relevant Disclosures
		<ul style="list-style-type: none"> <li>There is no software to install: all you need is an ordinary browser.</li> </ul> <p>...</p> <p>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." <i>ViaWeb How It Works</i>. [DFNDT0005151-4]</p> <p>"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." <i>3.0 Release</i>. [DFNDT0005257-8]</p> <p>"Paul Graham of ViaWeb sells custom Internet stores in his ViaMall site." Paul Edwards, Sarah Edwards, and Linda Rohrbough, <i>Making Money in Cyberspace</i>, September 9, 1998, Jeremy P. Tarcher/Putnam (hereinafter "<i>Making Money</i>") [DFNDT0004356-004648].</p> <p>"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</p>

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Claim No.	Claim Language of U.S. Patent No. 6,993,572	ViaWeb Art Relevant Disclosures
		<p>Officer Riss Estes. Still, the merchant can scan in corporate logos and product pictures to jazz up the site." <i>CyberStoreFronts for Rookies</i>. [DFNDT0005069-70]</p> <p>"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." <i>Making Money</i>. [DFNDT0004436]</p> <p>"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." <i>Making Money</i>. [DFNDT0004436]</p> <p>"Some enterprising entrepreneurs have turned their computer expertise into a way to provide "turnkey" business sites. "Cybermall's," 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." <i>Making Money</i>. [DFNDT0004484-5]</p>

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Claim No.	Claim Language of U.S. Patent No. 6,993,572	ViaWeb Art Relevant Disclosures
		<p>"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." <i>Making Money</i>. [DFNDT0004485]</p> <p>"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-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." <i>Making Money</i>. [DFNDT0004485-6]</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	"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

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	receiving an indication that the link has been activated by a visitor computer in Internet communication with the host web page, to serve a composite web page to the visitor computer with a look and feel based on the look and feel description in the data store and with content based on the commerce object associated with the link.	<p>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." <i>Making Money</i>. [DFNDT0004437]</p> <p>"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." <i>Making Money</i>. [DFNDT0004437]</p> <p>"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." <i>ViaWeb Features</i>. [DFNDT0005148-50]</p> <p>"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." <i>ViaWeb How It Works</i>. [DFNDT0005151-4]</p> <p>"How do we get the images into the store? When you're editing your store, there will be an [Image] button at the</p>

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Claim No.	Claim Language of U.S. Patent No. 6,993,572	ViaWeb Art Relevant Disclosures
		<p>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." <i>ViaWeb How It Works</i>. [DFNDT0005151-4]</p> <p>"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." <i>3.0 Release</i>. [DFNDT0005257-8]</p> <p>"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." <i>ViaWeb Resellers</i>. [DFNDT0005263-4]</p> <p>"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</p>

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Comparison of U.S. Patent No. 6,993,572 and ViaWeb Prior Art

Claim No.	Claim Language of U.S. Patent No. 6,993,572	ViaWeb Art Relevant Disclosures
		<p>express directly in HTML, either by hand or with a WYSIWYG authoring tool." <i>RTML Overview</i>. [DFNDT0005265]</p> <p>"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." <i>ViaWeb How It Works</i>. [DFNDT0005151-4]</p> <p>"ViaWeb Store is a combination of an authoring tool and a hosting service:</p> <ul style="list-style-type: none"> <li>You build your store on our server, using an easy point and click interface.</li> <li>There is no software to install: all you need is an ordinary browser.</li> </ul> <p>... 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." <i>ViaWeb How It Works</i>. [DFNDT0005151-4]</p> <p>"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." <i>3.0 Release</i>. [DFNDT0005257-8]</p> <p>"Paul Graham of ViaWeb sells custom Internet stores in his ViaMall site." Paul Edwards, Sarah Edwards, and Linda Rohrbough, <i>Making Money</i>. [DFNDT0004356-004648].</p>

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Comparison of U.S. Patent No. 6,993,572 and ViaWeb Prior Art

Claim No.	Claim Language of U.S. Patent No. 6,993,572	ViaWeb Art Relevant Disclosures
		<p>"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." <i>CyberStoreFronts for Rookies</i>. [DFNDT0005069-70]</p> <p>"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." <i>Making Money</i>. [DFNDT0004436]</p> <p>"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 license 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." <i>Making Money</i>. [DFNDT0004436]</p>

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Comparison of U.S. Patent No. 6,993,572 and ViaWeb Prior Art

Claim No.	Claim Language of U.S. Patent No. 6,993,572	ViaWeb Art Relevant Disclosures
		<p>"Some enterprising entrepreneurs have turned their computer expertise into a way to provide "turnkey" business sites. "Cybermallis," 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." <i>Making Money</i>. [DFNDT0004484-5]</p> <p>"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." <i>Making Money</i>. [DFNDT0004483]</p> <p>"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,</p>

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Comparison of U.S. Patent No. 6,993,572 and ViaWeb Prior Art

Claim No.	Claim Language of U.S. Patent No. 6,993,572	ViaWeb Art Relevant Disclosures
		<p>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." <i>Making Money</i>. [DFNDT0004485-6]</p> <p><i>Also see DFNDT0005052, 5055-5059, 5071-5080, 5111-5117, 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.</i></p>
17	An e commerce outsourcing process comprising the steps of:	<p>"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." <i>ViaWeb How It Works</i>. [DFNDT0005151-4]</p> <p>"Viaweb Store is a combination of an authoring tool and a hosting service:</p> <ul style="list-style-type: none"> <li>You build your store on our server, using an easy point and click interface.</li> <li>There is no software to install: all you need is an ordinary browser.</li> </ul> <p>.... 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." <i>ViaWeb How It Works</i>. [DFNDT0005151-4]</p> <p>"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.</p>

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Comparison of U.S. Patent No. 6,993,572 and ViaWeb Prior Art

Claim No.	Claim Language of U.S. Patent No. 6,993,572	ViaWeb Art Relevant Disclosures
		<p>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." <i>3.0 Release</i>. [DFNDT0005257-8]</p> <p>"Paul Graham of ViaWeb sells custom Internet stores in his ViaMall site." Paul Edwards, Sarah Edwards, and Linda Rohrbough, <i>Making Money in Cyberspace</i>, September 9, 1998, Jeremy P. Tarcher/Putnam (hereinafter "Making Money") [DFNDT0004356-004648].</p> <p>"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." <i>CyberStoreFronts for Rookies</i>. [DFNDT0005069-70]</p> <p>"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</p>

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Comparison of U.S. Patent No. 6,993,572 and ViaWeb Prior Art

Claim No.	Claim Language of U.S. Patent No. 6,993,572	ViaWeb Art Relevant Disclosures
		<p>designu his Web store while on-line." <i>Making Money</i>. [DFNDT0004436]</p> <p>"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." <i>Making Money</i>. [DFNDT0004436]</p> <p>"Some enterprising entrepreneurs have turned their computer expertise into a way to provide "turnkey" business sites. "Cybermall," 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." <i>Making Money</i>. [DFNDT0004484-5]</p> <p>"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." <i>Making Money</i>. [DFNDT0004485]</p> <p>"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,</p>

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Claim No.	Claim Language of U.S. Patent No. 6,993,572	ViaWeb Art Relevant Disclosures
		<p>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-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." <i>Making Money</i>. [DFNDT0004485-6]</p> <p>"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." <i>Making Money</i>. [DFNDT0004486]</p> <p>"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.</p>

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		<p>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." <i>Making Money</i>. [DFNDT0004486]</p> <p>"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." <i>Making Money</i>. [DFNDT0004486-7]</p> <p><i>Also see DFNDT0005052, 5055-5059, 5071-5080, 5111-5117, 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.</i></p>
17(a)	storing a look and feel description associated with a first website in a data store associated with a second website;	<p>"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." <i>Making Money</i>. [DFNDT0004437]</p> <p>"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.</p>

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Claim No.	Claim Language of U.S. Patent No. 6,993,572	ViaWeb Art Relevant Disclosures
		<p>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." <i>ViaWeb Features</i>. [DFNDT0005148-50]</p> <p>"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.</p> <p>To get an idea of the flexibility of ViaWeb, look at sites like Frederick's of Hollywood and Rolling Stone.</p> <p>The ViaWeb and ViaMall sites were both created entirely with ViaWeb." <i>ViaWeb How It Works</i>. [DFNDT0005151-4]</p> <p>"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.</p> <p>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).</p> <p>See our online documentation for details of how to generate your site from a database." <i>ViaWeb How It Works</i>. [DFNDT0005151-4]</p> <p>"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." <i>3.0 Release</i>. [DFNDT0005257-8]</p>

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		<p>"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.</p> <p>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." <i>ViaWeb Resellers</i>. [DFNDT0005263-4]</p> <p>"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." <i>RTML Overview</i>. [DFNDT0005265]</p> <p>"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." <i>ViaWeb How It Works</i>. [DFNDT0005151-4]</p> <p>"Viaweb Store is a combination of an authoring tool and a hosting service:</p> <ul style="list-style-type: none"> <li>You build your store on our server, using an easy point and click interface.</li> <li>There is no software to install: all you need is an ordinary browser.</li> </ul> <p>... 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</p>

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		<p>less than a minute to add a new item, and you can upload an image for it with a single click." <i>ViaWeb How It Works</i>. [DFNDT0005151-4]</p> <p>"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.</p> <p>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." <i>3.0 Release</i>. [DFNDT0005257-8]</p> <p>"Paul Graham of ViaWeb sells custom Internet stores in his ViaMall site." Paul Edwards, Sarah Edwards, and Linda Rohrbough, <i>Making Money</i>. [DFNDT0004356-004648].</p> <p>"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." <i>CyberStoreFronts for Rookies</i>. [DFNDT0005069-70]</p> <p>"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</p>

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		<p>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." <i>Making Money</i>. [DFNDT0004436]</p> <p>"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." <i>Making Money</i>. [DFNDT0004436]</p> <p>"Some enterprising entrepreneurs have turned their computer expertise into a way to provide "turnkey" business sites. "Cybermalis," 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." <i>Making Money</i>. [DFNDT0004484-5]</p> <p>"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</p>

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		<p>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." <i>Making Money</i>. [DFNDT0004485]</p> <p>"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-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." <i>Making Money</i>. [DFNDT0004485-6]</p> <p>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.</p>
17(b)	including within a web page of the first website, which web page has a look and feel substantially corresponding to the stored look and feel description, a link correlating the web page with a commerce object; and	<p>"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." <i>Making Money</i>. [DFNDT0004437]</p>

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		<p>"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.</p> <p>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." <i>ViaWeb Features</i>. [DFNDT0005148-50]</p> <p>"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.</p> <p>To get an idea of the flexibility of ViaWeb, look at sites like Frederick's of Hollywood and Rolling Stone.</p> <p>The ViaWeb and Viamall sites were both created entirely with ViaWeb." <i>ViaWeb How It Works</i>. [DFNDT0005151-4]</p> <p>"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.</p> <p>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).</p>

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Comparison of U.S. Patent No. 6,993,572 and ViaWeb Prior Art

Claim No.	Claim Language of U.S. Patent No. 6,993,572	ViaWeb Art Relevant Disclosures
		<p>See our online documentation for details of how to generate your site from a database." <i>ViaWeb How It Works</i>. [DFNDT0005151-4]</p> <p>"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." <i>3.0 Release</i>. [DFNDT0005257-8]</p> <p>"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.</p> <p>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." <i>ViaWeb Resellers</i>. [DFNDT0005263-4]</p> <p>"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." <i>RTML Overview</i>. [DFNDT0005265]</p> <p>"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." <i>ViaWeb How It Works</i>. [DFNDT0005151-4]</p> <p>"ViaWeb Store is a combination of an authoring tool and a hosting service:</p>

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Claim No.	Claim Language of U.S. Patent No. 6,993,572	ViaWeb Art Relevant Disclosures
		<ul style="list-style-type: none"> <li>You build your store on our server, using an easy point and click interface.</li> <li>There is no software to install: all you need is an ordinary browser.</li> </ul> <p>...</p> <p>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." <i>ViaWeb How It Works</i>. [DFNDT0005151-4]</p> <p>"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.</p> <p>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." <i>3.0 Release</i>. [DFNDT0005257-8]</p> <p>"Paul Graham of ViaWeb sells custom Internet stores in his Viamall site." Paul Edwards, Sarah Edwards, and Linda Rohrbough, <i>Making Money</i>. [DFNDT0004356-004648].</p> <p>"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</p>

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		<p>Officer Riss Estes. Still, the merchant can scan in corporate logos and product pictures to jazz up the site." <i>CyberStoreFronts for Rookies</i>. [DFNDT0005069-70]</p> <p>"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." <i>Making Money</i>. [DFNDT0004436]</p> <p>"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." <i>Making Money</i>. [DFNDT0004436]</p> <p>"Some enterprising entrepreneurs have turned their computer expertise into a way to provide "turnkey" business sites. "Cybermallis," 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." <i>Making Money</i>. [DFNDT0004484-5]</p>

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		<p>"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." <i>Making Money</i>. [DFNDT0004485]</p> <p>"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-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." <i>Making Money</i>. [DFNDT0004485-6]</p> <p><i>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.</i></p>

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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.	<p>"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." <i>Making Money</i>. [DFNDT0004437]</p> <p>"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." <i>ViaWeb Features</i>. [DFNDT0005148-50]</p> <p>"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." <i>ViaWeb How It Works</i>. [DFNDT0005151-4]</p> <p>"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.</p>

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		<p>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." <i>ViaWeb How It Works</i>. [DFNDT0005151-4]</p> <p>"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." <i>3.0 Release</i>. [DFNDT0005257-8]</p> <p>"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." <i>ViaWeb Resellers</i>. [DFNDT0005263-4]</p> <p>"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." <i>RTML Overview</i>. [DFNDT0005265]</p> <p>"We already have a web site. Can we put just the commerce part on your server?"</p>

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		<p>find out which Internet advertising is working and which isn't." <i>Making Money</i>. [DFNDT0004485-6]</p> <p>Also see DFNDT0005052, 5055-5059, 5071-5080, 5111-5117, 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.</p>
20	The process of claim 17 wherein the look and feel description comprises data defining a set of navigational links, used on at least some of the web pages of the first website, each of which links link to specific web pages of the first website.	<p>"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." <i>Making Money</i>. [DFNDT0004437]</p> <p>"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." <i>Making Money</i>. [DFNDT0004437]</p> <p>"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." <i>ViaWeb Features</i>. [DFNDT0005148-50]</p> <p>"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</p>

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21(a)	a logo associated with and displayed on at least some of the web pages of the first website;	<p>"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</p>

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		<p>it's essentially a no-risk proposition to them." <i>Making Money</i>. [DFNDT0004437]</p> <p>"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." <i>Making Money</i>. [DFNDT0004437]</p> <p>"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.</p> <p>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." <i>ViaWeb Features</i>. [DFNDT0005148-50]</p> <p>"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.</p> <p>To get an idea of the flexibility of Viaweb, look at sites like Frederick's of Hollywood and Rolling Stone.</p> <p>The Viaweb and Viamall sites were both created entirely with Viaweb." <i>ViaWeb How It Works</i>. [DFNDT0005151-4]</p> <p>"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</p>

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		<p>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." <i>ViaWeb How It Works</i>. [DFNDT0005151-4]</p> <p>"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." <i>3.0 Release</i>. [DFNDT0005257-8]</p> <p>"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." <i>ViaWeb Resellers</i>. [DFNDT0005263-4]</p> <p>"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." <i>RTML Overview</i>. [DFNDT0005265]</p> <p><i>Also see DFNDT0005052, 5055-5059, 5071-5080, 51111-5117, 5120-5122, 5141-5147,</i></p>

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Claim No.	Claim Language of U.S. Patent No. 6,993,572	ViaWeb Art Relevant Disclosures
		<p>5156-5167, 5206-5256, and 5206-5207 for more information about ViaWeb, and examples of host websites/webpages and outsource websites/webpages.</p>
21(b)	a color scheme used on at least some of the web pages of the first website;	<p>"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." <i>Making Money</i>. [DFNDT0004437]</p> <p>"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." <i>Making Money</i>. [DFNDT0004437]</p> <p>"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." <i>ViaWeb Features</i>. [DFNDT0005148-50]</p> <p>"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</p>

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Claim No.	Claim Language of U.S. Patent No. 6,993,572	ViaWeb Art Relevant Disclosures
		<p>of Hollywood and Rolling Stone. The Viaweb and Viamall sites were both created entirely with Viaweb." <i>ViaWeb How It Works</i>. [DFNDT0005151-4]</p> <p>"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." <i>ViaWeb How It Works</i>. [DFNDT0005151-4]</p> <p>"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." <i>3.0 Release</i>. [DFNDT0005257-8]</p> <p>"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</p>

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Claim No.	Claim Language of U.S. Patent No. 6,993,572	ViaWeb Art Relevant Disclosures
		<p>Concha." <i>ViaWeb Resellers</i>. [DFNDT0005263-4]</p> <p>"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." <i>RTML Overview</i>. [DFNDT0005265]</p> <p><i>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.</i></p>
21(c)	a page layout used on at least some of the web pages of the first website; and	<p>"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." <i>Making Money</i>. [DFNDT0004437]</p> <p>"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." <i>Making Money</i>. [DFNDT0004437]</p> <p>"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</p>

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Claim No.	Claim Language of U.S. Patent No. 6,993,572	ViaWeb Art Relevant Disclosures
		<p>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." <i>ViaWeb Features</i>. [DFNDT0005148-50]</p> <p>"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.</p> <p>To get an idea of the flexibility of Viaweb, look at sites like Frederick's of Hollywood and Rolling Stone.</p> <p>The Viaweb and Viamall sites were both created entirely with Viaweb." <i>ViaWeb How It Works</i>. [DFNDT0005151-4]</p> <p>"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.</p> <p>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).</p> <p>See our online documentation for details of how to generate your site from a database." <i>ViaWeb How It Works</i>. [DFNDT0005151-4]</p> <p>"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." <i>3.0 Release</i>. [DFNDT0005257-8]</p>

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		<p>"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.</p> <p>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." <i>ViaWeb Resellers</i>. [DFNDT0005263-4]</p> <p>"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." <i>RTML Overview</i>. [DFNDT0005265]</p> <p><i>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.</i></p>
21(d)	<p>navigational links, used on at least some of the web pages of the first website, each of which links link to specific web pages of the first website.</p>	<p>"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." <i>Making Money</i>. [DFNDT0004437]</p> <p>"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,</p>

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Claim No.	Claim Language of U.S. Patent No. 6,993,572	ViaWeb Art Relevant Disclosures
		<p>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." <i>Making Money</i>. [DFNDT0004437]</p> <p>"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.</p> <p>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." <i>ViaWeb Features</i>. [DFNDT0005148-50]</p> <p>"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.</p> <p>To get an idea of the flexibility of Viaweb, look at sites like Frederick's of Hollywood and Rolling Stone.</p> <p>The Viaweb and Viamall sites were both created entirely with Viaweb." <i>ViaWeb How It Works</i>. [DFNDT0005151-4]</p> <p>"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.</p> <p>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</p>

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Claim No.	Claim Language of U.S. Patent No. 6,993,572	ViaWeb Art Relevant Disclosures
		<p>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).</p> <p>See our online documentation for details of how to generate your site from a database." <i>ViaWeb How It Works</i>. [DFNDT0005151-4]</p> <p>"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." <i>3.0 Release</i>. [DFNDT0005257-8]</p> <p>"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.</p> <p>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." <i>ViaWeb Resellers</i>. [DFNDT0005263-4]</p> <p>"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." <i>RTML Overview</i>. [DFNDT0005265]</p> <p><i>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.</i></p>

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Claim 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.	<p>"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." <i>Making Money</i>. [DFNDT0004437]</p> <p>"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." <i>Making Money</i>. [DFNDT0004437]</p> <p>"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." <i>ViaWeb Features</i>. [DFNDT0005148-50]</p> <p>"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." <i>ViaWeb How It Works</i>. [DFNDT0005151-4]</p> <p>"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</p>

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Comparison of U.S. Patent No. 6,993,572 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 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. See Ex. 44B, at 13. 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). See Ex. 44B, at 13(a). 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 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. 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. See Ex. 44B, at 17. See Ex. 33B, at 17.  See 13, <i>supra</i> .

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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 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). See Ex. 44B, at 17(a). See Ex. 33B, at 17(a).  See 13(a), <i>supra</i> .
17(b)	including within a web page of the first website, which web page has a look and feel substantially corresponding to the stored look and feel description, a link correlating the web page with a commerce object; and	See Ex. 43B, at 17(b). See Ex. 44B, at 17(b). See Ex. 33B, at 17(b).  See 13(b), <i>supra</i> .
17(c)	upon receiving an activation of the link from a visitor computer to which the web page has been served, 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), <i>supra</i> .
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. See Ex. 44B, at 20. 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. See Ex. 44B, at 21. See Ex. 33B, at 21.
21(a)	a logo associated with and displayed on at least some of the web pages of the first website;	See Ex. 43B, at 21(a). See Ex. 44B, at 21(a). 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). 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 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 pages of the first website; and	See Ex. 43B, at 21(c). See Ex. 44B, at 21(c). See Ex. 33B, at 21(c).
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 Ex. 43B, at 21(d). See Ex. 44B, at 21(d). See Ex. 33B, 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. 43B, at 23. See Ex. 44B, at 23. See Ex. 33B, at 23.

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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 Claim No.	'399 Patent Claim Language	'572 Patent Claim No.	Corresponding '572 Patent Claim Language (not in order)	Comments
1	A method of an outsource provider serving web pages offering commercial opportunities, the method comprising:	17	An e-commerce outsourcing process comprising the steps of:	
1(a)	automatically at a server of the outsource provider, in response to activation, by a web browser of a computer user, of a link displayed by one of a plurality of first web pages, recognizing as the source page the one of the first web pages on which the link has been activated;	17(c)	upon receiving an activation of the link from a visitor computer to which the web page has been served, serving to the visitor computer from the second website a composite web page having a look and feel corresponding to the stored look and feel description of the first website and having content based on the commerce object associated with the link.	
1(a)(i)	wherein each of the first web pages belongs to one of a plurality of web page owners;	17(a)	storing a look and feel description associated with a first website in a data store associated with a second website	This limitation is inherent in the '572 patent claim because of the parties' agreed claim constructions: <ul style="list-style-type: none"> <li>• "first web page" is defined as "host web page"</li> <li>• "host/owner" is defined as "an operator of a website that engaged in Internet commerce by incorporating one or more links to an e-commerce outsource provider into its web content"</li> <li>• "website" is defined as "one or more related web pages at a location on the World Wide Web"</li> </ul> The "first website" of the '572 patent claim is one or more web pages belonging to a host or owner. Moreover, it was well

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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 Claim No.	'399 Patent Claim Language	'572 Patent Claim No.	Corresponding '572 Patent Claim Language (not in order)	Comments
				known in the art at the time of the invention that such a plurality of web page owners exist. See, e.g., '572 Patent 1:49-52.
1(a)(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.	
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;	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 '572 patent claim because of the parties' agreed claim constructions: <ul style="list-style-type: none"> <li>• "first website" is defined as "host website"</li> <li>• "host/owner" is defined as "an operator of a website that engaged in Internet commerce by</li> </ul>

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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 Claim No.	'399 Patent Claim Language	'572 Patent Claim No.	Corresponding '572 Patent Claim Language (not in order)	Comments
				incorporating one or more links to an e-commerce outsource provider into its web content" <ul style="list-style-type: none"> <li>• "merchant" is defined as "producer, distributor, or reseller of goods or services to be sold"</li> <li>• "outsource provider / e-commerce outsource provider" is defined as "party, independent from the host associated with the commerce object or merchant of the commerce object, that provides e-commerce support services between merchant(s) and host(s)"</li> </ul> These definitions require that (1) none of these parties can exist without the others, and (2) each of these are third parties with respect to one another.
1(b)	automatically retrieving from a storage coupled to the server pre stored data associated with the source page; and then	17(c)	upon receiving an activation of the link from a visitor computer to which the web page has been served, 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(c)	automatically with the server computer generating and transmitting to the web browser a	17(c)	upon receiving an activation of the link from a visitor computer to which the web page has been	

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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 Claim No.	'399 Patent Claim Language	'572 Patent Claim No.	Corresponding '572 Patent Claim Language (not in order)	Comments
	second web page that includes:		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)	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)(ii)	a plurality of visually perceptible elements derived from the retrieved pre-stored data and visually corresponding to the source page.	17(c)	upon receiving an activation of the link from a visitor computer to which the web page has been served, sewing to the visitor computer from the second website a composite web page having a look and feel corresponding to the stored look and feel description of the first website and having content based on the commerce object associated with the link.	This limitation is inherent in the '572 patent claim because of the parties' agreed claim construction of "visually perceptible elements" as "look and feel elements that can be seen." "Visually perceptible elements" is merely a subset of the "look and feel" descriptions or elements claimed by the '572 patent.

'399 Patent Claim No.	'399 Patent Claim Language	'572 Patent Claim No.	Corresponding '572 Patent Claim Language (not in order)	Comments
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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 Claim No.	'399 Patent Claim Language	'572 Patent Claim No.	Corresponding '572 Patent Claim Language (not in order)	Comments
19	A system useful in an outsource provider serving web pages offering commercial opportunities, the system comprising:	8	An e-commerce outsourcing system comprising:	
19(a)	a computer store containing data, for each of a plurality of first web pages, defining a plurality of visually perceptible elements, which visually perceptible elements correspond to the plurality of first web pages;	8(a)	a data store including a look and feel description associated with a host website;	This limitation is inherent in the '572 patent claim because of the parties' agreed claim construction of "visually perceptible elements" as "look and feel elements that can be seen." "Visually perceptible elements" is merely a subset of the "look and feel" descriptions or elements claimed by the '572 patent.
19(a)(i)	wherein each of the first web pages belongs to one of a plurality of web page owners;	8(a), 8(c)(iii)	a data store including a look and feel description associated with a host website;  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:  <ul style="list-style-type: none"> <li>"host/owner" is defined as "an operator of a website that engaged in Internet commerce by incorporating one or more links to an e-commerce outsource provider into its web content"</li> <li>"website" is defined as "one or more related web pages at a location on the World Wide Web"</li> </ul> The "host website" of the '572 patent claim is one or more web pages belonging to a host or owner. Moreover, it was well known in the art at the time of the invention that such a plurality of web page owners exist. See, e.g., '572 Patent 1:49-52.

Obviousness-Type Double-Patenting Analysis for U.S. Patent No. 7,818,399 compared with U.S. Patent No. 6,993,572

'399 Patent Claim No.	'399 Patent Claim Language	'572 Patent Claim No.	Corresponding '572 Patent Claim Language (not in order)	Comments
19(a)(i)	wherein each of the first web pages displays at least one active link associated with a commerce object associated with a buying opportunity of a selected one of a plurality of merchants; and	8(c)(iii)	providing the host website with a link for inclusion within a page on the host website correlating the host website with a selected commerce object	
19(a)(iii)	wherein the selected merchant, the outsource provider, and the owner of the first web page displaying the associated link are each third parties with respect to one other;	8(a), 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:  <ul style="list-style-type: none"> <li>"host/owner" is defined as "an operator of a website that engaged in Internet commerce by incorporating one or more links to an e-commerce outsource provider into its web content"</li> <li>"merchant" is defined as "producer, distributor, or reseller of goods or services to be sold"</li> <li>"outsource provider / e-commerce outsource provider" is defined as "party, independent from the host associated with the commerce object or merchant of the commerce object, that provides e-commerce support services between merchant(s) and host(s)"</li> </ul> These definitions require that (1) none of these parties can exist without the others, and (2) each of these are third parties with respect to one another.
19(b)	a computer server at the outsource	8(c)	a processor for executing	

Obviousness-Type Double-Patenting Analysis for U.S. Patent No. 7,818,399 compared with U.S. Patent No. 6,993,572

'399 Patent Claim No.	'399 Patent Claim Language	'572 Patent Claim No.	Corresponding '572 Patent Claim Language (not in order)	Comments
	provider, which computer server is coupled to the computer store and programmed to:		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 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 computer user a signal indicating activation of one of the links displayed by one of the first web pages;	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	

Obviousness-Type Double-Patenting Analysis for U.S. Patent No. 7,818,399 compared with U.S. Patent No. 6,993,572

399 Patent Claim No.	399 Patent Claim Language	572 Patent Claim No.	Corresponding 572 Patent Claim Language (not in order)	Comments
			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 page the one of the first web pages on which the link has been activated;	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)(iii)	in response to identification of the source page, automatically retrieve the stored data corresponding to the source page; and	8(c)(iv)	upon receiving an activation of the provided link via the communication link, serving an e-commerce supported page via the communication link with a look and feel based on the look and feel description in the data store and with content based on the commerce object associated with the provided link; whereby a visitor 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 Claim No.	399 Patent Claim Language	572 Patent Claim No.	Corresponding 572 Patent 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, automatically generate and transmit to the web browser a second web 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	

Obviousness-Type Double-Patenting Analysis for U.S. Patent No. 7,818,399 compared with U.S. Patent No. 6,993,572

399 Patent Claim No.	399 Patent Claim Language	572 Patent Claim No.	Corresponding 572 Patent Claim Language (not in order)	Comments
			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 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.	

Comparison of U.S. Patent No. 7,818,399 and U.S. Patent No. 6,330,575 to Moore ("Moore '575")<sup>1</sup>

Based upon the Court's claim construction order [DI 309], the claim interpretations Plaintiff appears to be asserting and the alleged applications of those interpretations to one or more products of Defendants' products in Plaintiff's Amended Infringement Contentions served January 23, 2012, the U.S. Patent No. 6,330,575 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 No.	Claim Language of U.S. Patent No. 7,818,399	Relevant Disclosure in U.S. Patent No. 6,330,575 ("Moore '575")
1	1. A method of an outsource provider serving web pages offering commercial opportunities, 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>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]

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")
		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 Server would not need to know where the Store Server was located. In such a case, the Transaction Server would receive the price URL with the product information. It is evident, however, that once the price URL is sent, the location of the Store Server (or rather, the location from which the price URL was sent) is, and needs to be, known. Knowing where the price URL was sent from (typically a page from the Store Server) allows the Transaction Server or the Store Builder

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")
		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 guarantees 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 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.

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")
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 '575, 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

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")
	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 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 guarantees 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

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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 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 provider, and the owner of the first web page are each third parties with respect to one other;	Referring to FIG. 4, there is shown a distributed electronic commerce 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 No.	Claim Language of U.S. Patent No. 7,818,399	Relevant Disclosure in U.S. Patent No. 6,330,575 ("Moore '575")
		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 to the server pre stored data associated with the 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 guarantees that the price and the other data associated with the URL were originally

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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 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 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(c)	automatically with the server computer generating and transmitting to the web browser a second web page that includes:	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.

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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 No.	Claim Language of U.S. Patent No. 7,818,399	Relevant Disclosure in U.S. Patent No. 6,330,575 ("Moore '575")
		<p>Moore '575, 5:27-48.</p> <p>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.</p> <p>Moore '575, 6:12-22.</p> <p>See also Figs. 6-16.</p>
1(c)(i)	information associated with the commerce object associated with the link that has been activated, and	<p>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.</p> <p>Moore '575, 6:12-22.</p> <p>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</p>

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")
		<p>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 Java servlet 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.</p> <p>Moore '575, 6:23-43.</p> <p>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 guarantees 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</p>

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		<p>for the price URL.</p> <p>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.</p> <p>Moore '575, 12:3-32.</p> <p>See also Figs. 6-16.</p>
1(c)(ii)	a plurality of visually perceptible elements derived from the retrieved pre stored data and visually corresponding to the source page.	<p>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.</p> <p>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.</p>

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Claim No.	Claim Language of U.S. Patent No. 7,818,399	Relevant Disclosure in U.S. Patent No. 6,330,575 ("Moore '575")
		<p>Moore '575, 5:27-48.</p> <p>See also Figs. 6-16.</p>
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.	<p>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.</p> <p>Moore '575, 11:4-15. See also Fig. 7.</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.	<p>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.</p> <p>Moore '575, 6:12-22.</p>
19	A system useful in an outsource provider serving web pages offering commercial opportunities, the system comprising:	<p>See 1, <i>supra</i>.</p>
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	<p>See 1(a)-1(b), <i>supra</i>.</p>

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Claim 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 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)-(c), <i>supra</i> .

Comparison of U.S. Patent No. 7,818,399 and U.S. Patent No. 6,490,567 to Gregory ("Gregory '567")<sup>1</sup>

Based upon the Court's claim construction order [DI 309], the claim interpretations Plaintiff appears to be asserting and the alleged applications of those interpretations to one or more products of Defendants' products in Plaintiff's Amended Infringement Contentions served January 23, 2012, the U.S. Patent No. 6,490,567 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 No.	Claim Language of U.S. Patent No. 7,818,399	Relevant Disclosure in U.S. Patent No. 6,490,567 ("Gregory '567")
1	1. A method of an outsource provider serving web pages offering commercial opportunities, 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 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)	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>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]

Comparison of U.S. Patent No. 7,818,399 and U.S. Patent No. 6,490,567 to Gregory ("Gregory '567")

Claim 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 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

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Claim 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.  Gregory '567, 2:48-67.
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;	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(b)	automatically retrieving from a storage coupled to the server pre stored data associated with the source page; and then	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 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

Claim No.	Claim Language of U.S. Patent No. 7,818,399	Relevant Disclosure in U.S. Patent No. 6,490,567 ("Gregory '567")
		<p>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.</p> <p>Gregory '567, 2:48-67.</p> <p>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.</p> <p>Gregory '567, 3:65-4:9.</p> <p>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.</p>

Claim No.	Claim Language of U.S. Patent No. 7,818,399	Relevant Disclosure in U.S. Patent No. 6,490,567 ("Gregory '567")
		<p>Gregory '567, 4:53-65.</p> <p>"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.</p> <p>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.</p> <p>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.</p> <p>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</p>

Claim No.	Claim Language of U.S. Patent No. 7,818,399	Relevant Disclosure in U.S. Patent No. 6,490,567 ("Gregory '567")
		<p>of the content server is included in the product data structure as an additional field.</p> <p>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.</p> <p>Gregory '567, 8:3-52. See also Figs. 11-13.</p>
1(c)(i)	(i) information associated with the commerce object associated with the link that has been activated, and	<p>"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.</p> <p>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.</p>

Claim No.	Claim Language of U.S. Patent No. 7,818,399	Relevant Disclosure in U.S. Patent No. 6,490,567 ("Gregory '567")
		<p>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.</p> <p>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.</p> <p>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</p>

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Claim No.	Claim Language of U.S. Patent No. 7,818,399	Relevant Disclosure in U.S. Patent No. 6,490,567 ("Gregory '567")
		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.
I(c)(ii)	(ii) a plurality of visually perceptible elements derived from the retrieved pre stored data and 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

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Claim 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 Purchases button 139. The purchaser selects this button when he is ready to effectuate an electronic transaction whereby the selected products are purchased." Gregory '567, 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 '567, 7:54-57.

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Claim 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 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 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

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		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.
19	A system useful in an outsource provider serving web pages offering commercial opportunities, the system comprising:	See 1, <i>supra</i> .
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), <i>supra</i> .



Comparison of U.S. Patent No. 7,818,399 and U.S. Patent No. 6,490,567 to Gregory ("Gregory '567")

Claim 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, 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)-(c), <i>supra</i> .

Comparison of U.S. Patent No. 7,818,399 and U.S. Patent No. 6,209,007 to Kelley ("Kelley '007")<sup>1</sup>

Based upon the Court's claim construction order [DI 309], the claim interpretations Plaintiff appears to be asserting and the alleged applications of those interpretations to one or more products of Defendants' products in Plaintiff's Amended Infringement Contentions served January 23, 2012, the U.S. Patent No. 6,209,007 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 No.	Claim Language of U.S. Patent No. 7,818,399	Relevant Disclosure in U.S. Patent No. 6,209,007 ("Kelley '007")
1	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 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 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(a)(iii)	wherein the selected merchant, the outsource 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 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]

Comparison of U.S. Patent No. 7,818,399 and U.S. Patent No. 6,209,007 to Kelley ("Kelley '007")

Claim 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 to the server pre stored data associated with the 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 generating and transmitting to the web browser a second web page that includes:	"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." Kelley '007, 8:64-67. See also Fig. 9.
1(c)(i)	(i) information associated with the commerce object associated with the link that has been activated, and	
1(c)(ii)	(ii) a plurality of visually perceptible elements derived from the retrieved pre stored data and 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 No.	Claim Language of U.S. Patent No. 7,818,399	Relevant Disclosure in U.S. Patent No. 6,209,007 ("Kelley '007")
		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.  Kelley '007, 4:66-5:8.
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 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 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 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:	See 1, <i>supra</i> .
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), <i>supra</i> .
19(b)	(b) a computer server at the outsource provider, which computer server is coupled to the computer store and programmed to: (i) receive 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), <i>supra</i> .

Comparison of U.S. Patent No. 7,818,399 and U.S. Patent No. 6,209,007 to Kelley ("Kelley '007")

Claim No.	Claim Language of U.S. Patent No. 7,818,399	Relevant Disclosure in U.S. Patent No. 6,209,007 ("Kelley '007")
	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 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 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 outsource provider serving web pages offering commercial opportunities, the method comprising:	<p>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.</p> <p>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.</p> <p>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</p>

<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].

Claim No.	Claim Language of U.S. Patent No. 7,818,399	Relevant Disclosure in PCT Application WO 99146709 to Voorhees ("Voorhees '709")
		<p>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.</p> <p>Voorhees '709, 3:23-39.</p> <p>See also, Figs. 1-2, 4:7-12; 8:4-17.</p>
1(a)	automatically at a server of the outsource provider, in response to activation, by a web browser of a computer user, of a link displayed by one of a plurality of first web pages, recognizing as the source page the one of the first web pages on which the link has been activated;	<p>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.</p> <p>Voorhees '709, 5:21 - 6:4.</p> <p>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.</p> <p>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.</p>

Claim No.	Claim Language of U.S. Patent No. 7,818,399	Relevant Disclosure in PCT Application WO 99146709 to Voorhees ('Voorhees '709)
		<p>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.</p> <p>Voorhees '709, 8:4-17.</p> <p>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. . . .</p> <p>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</p> <p>Voorhees '709, 10:12-11:9.</p> <p>Referring now to Fig. 3C, the shopper requests to view a particular one</p>

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Claim No.	Claim Language of U.S. Patent No. 7,818,399	Relevant Disclosure in PCT Application WO 99146709 to Voorhees ('Voorhees '709)
		<p>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.</p> <p>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.</p> <p>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.</p> <p>Voorhees '709, 15:3-22.</p> <p>See also Figs. 1, 3A-3C, 4A-4D.</p>
	(i) wherein each of the first web pages belongs to 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

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Claim No.	Claim Language of U.S. Patent No. 7,818,399	Relevant Disclosure in PCT Application WO 99146709 to Voorhees ('Voorhees '709)
		<p>1011 and 1014 associated with manufacturer 101, and boutique 1021 associated with manufacturer 102, now to be discussed in connection with database 10.</p> <p>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.</p> <p>Voorhees '709, 9:9-18.</p> <p>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. . . .</p> <p>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.</p> <p>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.</p> <p>Voorhees '709, 15:3-22.</p> <p>See also, Figs. 2, 3C, 4C.</p>

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Claim No.	Claim Language of U.S. Patent No. 7,818,399	Relevant Disclosure in PCT Application WO 99146709 to Voorhees ('Voorhees '709)
	(ii) wherein each of the first web pages displays at least one active link associated with a commerce object associated with a buying opportunity of a selected one of a plurality of merchants; and	<p>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. . . .</p> <p>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</p> <p>Voorhees '709, 10:12-11:9.</p> <p>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.</p>

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Claim No.	Claim Language of U.S. Patent No. 7,818,399	Relevant Disclosure in PCT Application WO 99146709 to Voorhees ('709)
		<p>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.</p> <p>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.</p> <p>Voorhees '709, 15:3-22. See also Figs. 3A-3C, 4A-4D.</p>
	(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;	<p>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.</p> <p>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</p>

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Claim No.	Claim Language of U.S. Patent No. 7,818,399	Relevant Disclosure in PCT Application WO 99146709 to Voorhees ('709)
		<p>(shoppers) for interfacing the PCs with the communication link 21. . . .</p> <p>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.</p> <p>Voorhees '709, 5:15 - 6:10. See also, Figs. 1, 2, 3A-3C, 4A-4D.</p>
	(b) automatically retrieving from a storage coupled to the server pre-stored data associated with the source page; and then	<p>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.</p> <p>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.</p> <p>Display processor 17 forwards the display information through server 20 and over communication link 21 to the shopper's communication</p>

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Claim No.	Claim Language of U.S. Patent No. 7,818,399	Relevant Disclosure in PCT Application WO 99146709 to Voorhees ('709)
		<p>software 24 which presents the shopper with the indicated display on his monitor.</p> <p>Voorhees '709, 8:4-17.</p> <p>Since jeweler 111's dataset contains boutique reference 1112 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. . . .</p> <p>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</p> <p>Voorhees '709, 10:12-11:9.</p> <p>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,</p>

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Claim No.	Claim Language of U.S. Patent No. 7,818,399	Relevant Disclosure in PCT Application WO 99146709 to Voorhees ('709)
		<p>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.</p> <p>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.</p> <p>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.</p> <p>Voorhees '709, 15:3-22. See also Figs. 3A-3C, 4A-4D.</p>
	(c) automatically with the server computer-generating and transmitting to the web browser a second web page that includes:	<p>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</p>

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Claim No.	Claim Language of U.S. Patent No. 7,818,399	Relevant Disclosure in PCT Application WO 99/46709 to Voorhees ('709)
		<p>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.</p> <p>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.</p> <p>Voorhees '709, 3:23-39.</p> <p>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.</p> <p>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</p>

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Claim No.	Claim Language of U.S. Patent No. 7,818,399	Relevant Disclosure in PCT Application WO 99/46709 to Voorhees ('709)
		<p>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.</p> <p>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.</p> <p>Voorhees '709, 15:3-22.</p> <p>See also Figs. 1, 2, 3A-3C, 4A-4D.</p>
	(i) information associated with the commerce object associated with the link that has been activated, and	<p>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.</p> <p>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</p>

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Claim No.	Claim Language of U.S. Patent No. 7,818,399	Relevant Disclosure in PCT Application WO 99/46709 to Voorhees ('709)
		<p>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.</p> <p>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.</p> <p>Voorhees '709, 15:3-22.</p> <p>See also Figs. 3A-3C, 4A-4D.</p>
	(ii) a plurality of visually perceptible elements derived from the retrieved pre-stored data and visually corresponding to the source page.	<p>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.</p> <p>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</p>

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Claim No.	Claim Language of U.S. Patent No. 7,818,399	Relevant Disclosure in PCT Application WO 99/46709 to Voorhees ('709)
		<p>reference (in this case customization information 1113 associated with boutique reference 1112) and incorporates the customization information into the display object.</p> <p>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.</p> <p>Voorhees '709, 15:3-16:1.</p> <p>See also Figs. 3A-3C, 4A-4D.</p>
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.	<p>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. . . .</p> <p>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</p>

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Claim No.	Claim Language of U.S. Patent No. 7,818,399	Relevant Disclosure in PCT Application WO 99/46709 to Voorhees ('Voorhees '709)
		<p>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.</p> <p>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.</p> <p>Voorhees '709, 15:3-22. See also, Figs. 4B - 4D.</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.	

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Claim No.	Claim Language of U.S. Patent No. 7,818,399	Relevant Disclosure in PCT Application WO 99/46709 to Voorhees ('Voorhees '709)
19	A system useful in an outsource provider serving web pages offering commercial opportunities, the system comprising:	<p>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.</p> <p>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.</p> <p>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.</p> <p>Voorhees '709, 3:23-39. See also, Figs. 1-2, 4:7-12; 8:4-17.</p>
19(a)	a computer store containing data, for each of a 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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	visually perceptible elements, which visually perceptible elements correspond to the plurality of first web pages;	<p>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. . . .</p> <p>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. . . .</p> <p>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.</p> <p>Voorhees '709, 6:21 - 8:3.</p> <p>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</p>

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Claim No.	Claim Language of U.S. Patent No. 7,818,399	Relevant Disclosure in PCT Application WO 99/46709 to Voorhees ('Voorhees '709)
		<p>only depicts those carried by jeweler 111. . . .</p> <p>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. . . .</p> <p>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. . . .</p> <p>Voorhees '709, 9:13-11:6.</p> <p>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</p>

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Claim No.	Claim Language of U.S. Patent No. 7,818,399	Relevant Disclosure in PCT Application WO 99146709 to Voorhees ('709)
		<p>1113. Typically, an identification of the boutique will appear in the display object and will not be specified as modifiable by the retail jeweler. . . .</p> <p>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</p> <p>Voorhees '709, 10:12-11:9.</p> <p>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.</p> <p>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.</p>

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Claim No.	Claim Language of U.S. Patent No. 7,818,399	Relevant Disclosure in PCT Application WO 99146709 to Voorhees ('709)
		<p>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.</p> <p>Voorhees '709, 15:3-22.</p> <p>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.</p> <p>Voorhees '709, 16:8-12.</p> <p>See also, Figs. 1-2, 3A-3C, 4A-4D.</p>
	(f) wherein each of the first web pages belongs to one of a plurality of web page owners;	<p>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.</p> <p>Database 10 has a dataset for each manufacturer 101, 102, 103, 104, etc. who may provide display objects (boutiques) to be replicated into retail jeweler's 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.</p> <p>Voorhees '709, 9:9-18.</p> <p>Referring now to Fig. 3C, the shopper requests to view a particular one of the</p>

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Claim No.	Claim Language of U.S. Patent No. 7,818,399	Relevant Disclosure in PCT Application WO 99146709 to Voorhees ('709)
		<p>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. . . .</p> <p>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.</p> <p>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.</p> <p>Voorhees '709, 15:3-22.</p> <p>See also, Figs. 2, 3C, 4C.</p>
	(ii) wherein each of the first web pages displays at least one active link associated with a commerce object associated with a buying opportunity of a selected one of a plurality of merchants; and	<p>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</p>

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Claim No.	Claim Language of U.S. Patent No. 7,818,399	Relevant Disclosure in PCT Application WO 99146709 to Voorhees ('709)
		<p>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. . . .</p> <p>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</p> <p>Voorhees '709, 10:12-11:9.</p> <p>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.</p> <p>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</p>

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Claim No.	Claim Language of U.S. Patent No. 7,818,399	Relevant Disclosure in PCT Application WO 99/46709 to Voorhees ('709)
		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 provider, and the owner of the first web page displaying the associated link are each third parties with respect to one other;	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 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.

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Claim No.	Claim Language of U.S. Patent No. 7,818,399	Relevant Disclosure in PCT Application WO 99/46709 to Voorhees ('709)
19(b)	a computer server at the outsource provider, which computer server is coupled to the computer store and programmed to:	See also Figs. 1, 2, 3A-3C, 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.  See also Figs. 1-2, 4:7-12; 8:4-17.
	(f) 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 No.	Claim Language of U.S. Patent No. 7,818,399	Relevant Disclosure in PCT Application WO 99/46709 to Voorhees ('709)
	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 "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

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Claim No.	Claim Language of U.S. Patent No. 7,818,399	Relevant Disclosure in PCT Application WO 99/46709 to Voorhees ('709)
		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 "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.

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Claim No.	Claim Language of U.S. Patent No. 7,818,399	Relevant Disclosure in PCT Application WO 99146709 to Voorhees ('709)
		<p>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.</p> <p>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.</p> <p>Voorhees '709, 15:3-22.</p> <p><i>See also Figs. 3A-3C, 4A-4D.</i></p>
	(iii) in response to identification of the source page, automatically retrieve the stored data corresponding to the source page; and	<p>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.</p> <p>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</p>

Claim No.	Claim Language of U.S. Patent No. 7,818,399	Relevant Disclosure in PCT Application WO 99146709 to Voorhees ('709)
		<p>complete display from database 10 and database 11.</p> <p>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.</p> <p>Voorhees '709, 8:4-17.</p> <p>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. . . .</p> <p>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</p> <p>Voorhees '709, 10:12-11:9.</p>

Claim No.	Claim Language of U.S. Patent No. 7,818,399	Relevant Disclosure in PCT Application WO 99146709 to Voorhees ('709)
		<p>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.</p> <p>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.</p> <p>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.</p> <p>Voorhees '709, 15:3-22.</p> <p><i>See also Figs. 3A-3C, 4A-4D.</i></p>
	(iv) using the data retrieved, automatically	In a present embodiment, communication link 21 is the Internet, but

Claim No.	Claim Language of U.S. Patent No. 7,818,399	Relevant Disclosure in PCT Application WO 99146709 to Voorhees ('709)
	generate and transmit to the web browser a second web page that displays:	<p>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.</p> <p>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.</p> <p>Voorhees '709, 3:23-39.</p> <p>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.</p> <p>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</p>

Claim No.	Claim Language of U.S. Patent No. 7,818,399	Relevant Disclosure in PCT Application WO 99146709 to Voorhees ('709)
		<p>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.</p> <p>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.</p> <p>Voorhees '709, 15:3-22.</p> <p>See also Figs. 1, 2, 3A-3C, 4A-4D.</p>
	(A) information associated with the commerce object associated with the link that has been activated, and	<p>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.</p> <p>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</p>

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Claim No.	Claim Language of U.S. Patent No. 7,818,399	Relevant Disclosure in PCT Application WO 99146709 to Voorhees ('709)
		<p>(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.</p> <p>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.</p> <p>Voorhees '709, 15:3-22.</p> <p>See also Figs. 3A-3C, 4A-4D.</p>
	(B) the plurality of visually perceptible elements visually corresponding to the source page.	<p>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.</p> <p>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</p>

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Claim No.	Claim Language of U.S. Patent No. 7,818,399	Relevant Disclosure in PCT Application WO 99146709 to Voorhees ('709)
		<p>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.</p> <p>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.</p> <p>Voorhees '709, 15:3 - 16:1.</p> <p>See also Figs. 3A-3C, 4A-4D.</p>

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Comparison of U.S. Patent No. 7,818,399 and U.S. Patent No. 5,870,717 to Wiecha ("Wiecha '717")<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. 5,870,717 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 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	A method of an outsource provider serving web pages offering commercial opportunities, the method comprising:	<p>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 an 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.</p> <p>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.</p> <p>Wiecha '717, 3:10-28.</p> <p>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</p>

<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 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")
		<p>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.</p> <p>Wiecha '717, 4:14-25.</p> <p>See also, Figs. 3-4, 6, 1:57 - 2:19.</p>
1(a)	<p>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;</p>	<p>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 an 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.</p> <p>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.</p> <p>Wiecha '717, 3:10-28.</p> <p>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.</p> <p>Wiecha '717, 4:64 - 5:3.</p>

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Claim 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")
		<p>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.</p> <p>Wiecha '717, 8:24-53.</p> <p>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 providers 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;</p> <p>These enable EPS Operations to create and manage catalog information in the merchandise database such as the price, description and visual</p>

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Claim 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")
		<p>representation of each item. . . .</p> <p>FotoFam 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:</p> <p>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. . . .</p> <p>Wiecha '717, 5:34 - 6:25.</p> <p>See also, Figs. 6-10.</p>
(f)	<p>wherein each of the first web pages belongs to one of a plurality of web page owners;</p>	<p>The various content providers and their electronic catalogs represent the plurality of web page owners.</p> <p>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 an 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.</p> <p>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.</p>

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Claim 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")
		<p>Wiecha '717, 3:10-21.</p> <p>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 providers 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;</p> <p>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.</p> <p>Distribution management tools to receive vendors' price and catalog updates, as well as propagate the changes to the customers' Buyer Master servers.</p> <p>Wiecha '717, 5:34-53.</p> <p>See also, Figs. 7-8.</p>
(ii)	<p>wherein each of the first web pages displays at least one active link associated with a commerce object associated with a buying opportunity of a selected one of a plurality of merchants; and</p>	<p>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 an 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.</p> <p>2. The employee selects items from the catalogs preferably with a mouse or similar device. Catalog items may be displayed with pictures,</p>

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Claim 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")
		<p>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.</p> <p>Wiecha '717, 3:10-28.</p> <p>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.</p> <p>Wiecha '717, 4:64 - 5:3.</p> <p>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: . . . .</p> <p>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.</p>

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Claim 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")
		<p>Prices.</p> <p>Wiecha '717, 8:24-53.</p> <p>See also, Figs. 3, 6.</p> <p>(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;</p> <p>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).</p> <p>This aspect of the invention preferably comprises (see FIG. 7) three major components:</p> <p>1. 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 &amp; Diskettes 126.</p> <p>Catalog maintenance is defined by item 27, CATALOG MAINTENANCE ENVIRONMENT, which includes item 128, CATALOG MAINTENANCE CLIENTS which receives inputs from CDS &amp; Diskettes 126 and additions and changes concerning catalog entries &amp; update, pricing updates, and subscriptions from CAT FILE SERVERS 140.</p> <p>2. Catalog browsing and purchasing software (the client environment shown in the lower segment of FIG. 7); and</p> <p>3. Networking software and services (the Operations environment shown in the middle segment of FIG. 7) defined by OPERATIONS ENVIRONMENT 125.</p> <p>Wiecha '717, 5:10-28.</p> <p>See also, Figs. 7-8.</p>
1(b)	(b) automatically retrieving from a storage	1. An employee 17 preferably accesses one or more electronic catalogs

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Claim 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	<p>24 stored on a shadow catalog server 22, accessed via a local area network 20 preferably by means of an 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.</p> <p>Wiecha '717, 3:10-17.</p> <p>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: . . . .</p> <p>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.</p> <p>Wiecha '717, 8:24-53.</p> <p>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 providers 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</p>

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Claim 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")
		<p>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;</p> <p>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. . . .</p> <p>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:</p> <p>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. . . .</p> <p>Wiecha '717, 5:34 - 6:25.</p> <p>See also, Figs. 7-8.</p>
1(c)	(c) automatically with the server computer-generating and transmitting to the web browser a second web page that includes:	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 an 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 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")
		<p>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.</p> <p>Wiecha '717, 3:10-28.</p> <p>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.</p> <p>Wiecha '717, 4:64 - 5:3.</p> <p>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</p>

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Claim 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")
		<p>"FotoFarm," supra. Text the Browser may select zero, one, or more ordered sets of descriptive phrases. Prices.</p> <p>Wiecha '717, 8:24-53.</p>
	(i) information associated with the commerce object associated with the link that has been activated, and	<p>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 an 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.</p> <p>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.</p> <p>Wiecha '717, 3:10-28.</p> <p>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.</p> <p>Wiecha '717, 4:64 - 5:3.</p>

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Claim 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")
		<p>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.</p> <p>Wiecha '717, 8:24-53.</p>
	(ii) a plurality of visually perceptible elements derived from the retrieved pre-stored data and visually corresponding to the source page.	<p>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 an 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.</p> <p>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</p>

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Claim 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")
		<p>by entering a search word or phrase.</p> <p>Wiecha '717, 3:10-28.</p> <p>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 providers 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;</p> <p>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. . . .</p> <p>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:</p> <p>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.</p>

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Claim 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.  <i>See also, Figs. 6-10.</i>
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 offerings in the catalog.	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. . . .  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

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Claim 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")
		"FotoFam" 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, 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 an 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 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")
		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.  <i>See also, Figs. 3-4, 6, 1:57 - 2:19.</i>
19(a)	a computer store containing data, for each of a plurality of first web pages, defining a plurality of visually perceptible elements, which visually perceptible elements correspond to the plurality of first web pages;	This aspect of the invention preferably comprises (see FIG. 7) three major components: 1. 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. 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, 5:10-28.

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Claim 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")
		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 providers 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. . . .  FotoFam 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.

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Claim 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")
	(f) wherein each of the first web pages belongs to one of a plurality of web page owners;	<p>See also, Figs. 6-8.</p> <p>The various content providers and their electronic catalogs represent the plurality of web page owners.</p> <ol style="list-style-type: none"> <li>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 an 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.</li> <li>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.</li> </ol> <p>Wiecha '717, 3:10-21.</p> <p>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 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;</p> <p>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.</p> <p>Distribution management tools to receive vendors' price and catalog updates, as well as propagate the changes to the customers' Buyer Master</p>

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Claim 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")
		<p>servers.</p> <p>Wiecha '717, 5:34-53.</p> <p>See also, Figs. 7-8.</p>
	(ii) wherein each of the first web pages displays at least one active link associated with a commerce object associated with a buying opportunity of a selected one of a plurality of merchants; and	<ol style="list-style-type: none"> <li>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 an 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.</li> <li>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.</li> </ol> <p>Wiecha '717, 3:10-28.</p> <ol style="list-style-type: none"> <li>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.</li> </ol> <p>Wiecha '717, 4:64 - 5:3.</p> <p>Order Manager and Catalog Browser This function runs on the end-user's personal computer, although the</p>

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Claim 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")
		<p>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: . . . .</p> <p>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.</p> <p>Wiecha '717, 8:24-53.</p> <p>See also, Figs. 3, 6.</p>
	(iii) wherein the selected merchant, the outsource provider, and the owner of the first web page displaying the associated link are each third parties with respect to one other;	<p>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).</p> <p>This aspect of the invention preferably comprises (see FIG. 7) three major components:</p> <ol style="list-style-type: none"> <li>1. 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 &amp; Diskettes 126.</li> </ol> <p>Catalog maintenance is defined by item 27, CATALOG MAINTENANCE ENVIRONMENT, which includes item 128, CATALOG MAINTENANCE CLIENTS which receives inputs from CDS &amp; Diskettes 126 and additions and changes concerning catalog</p>

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Claim 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")
		<p>entries &amp; update, pricing updates, and subscriptions from CAT FILE SERVERS 140.</p> <ol style="list-style-type: none"> <li>2. Catalog browsing and purchasing software (the client environment shown in the lower segment of FIG. 7); and</li> <li>3. Networking software and services (the Operations environment shown in the middle segment of FIG. 7) defined by OPERATIONS ENVIRONMENT 125.</li> </ol> <p>Wiecha '717, 5:10-28.</p> <p>See also, Figs. 7-8.</p>
19(b)	a computer server at the outsource provider, which computer server is coupled to the computer store and programmed to:	<ol style="list-style-type: none"> <li>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.</li> </ol> <p>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.</p> <p>This aspect of the invention preferably comprises (see FIG. 7) three major components:</p> <ol style="list-style-type: none"> <li>1. 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 &amp; Diskettes 126.</li> </ol> <p>Catalog maintenance is defined by item 27, CATALOG</p>

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Claim 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")
		<p>MAINTENANCE ENVIRONMENT, which includes item 128, CATALOG MAINTENANCE CLIENTS which receives inputs from CDS &amp; Diskettes 126 and additions and changes concerning catalog entries &amp; update, pricing updates, and subscriptions from CAT FILE SERVERS 140.</p> <p>2. Catalog browsing and purchasing software (the client environment shown in the lower segment of FIG. 7); and</p> <p>3. Networking software and services (the Operations environment shown in the middle segment of FIG. 7) defined by OPERATIONS ENVIRONMENT 125.</p> <p>Wiecha '717, 4:64 - 5:28.</p> <p>See also, Figs. 6-8.</p>
	(f) 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;	<p>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 an 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.</p> <p>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.</p> <p>Wiecha '717, 3:10-28.</p>

Claim 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")
		<p>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.</p> <p>Wiecha '717, 4:64 - 5:3.</p> <p>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 "FotoFam," supra. Text the Browser may select zero, one, or more ordered sets of descriptive phrases. Prices.</p> <p>Wiecha '717, 8:24-53.</p> <p>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 providers 200 are first converted through conversion units 210, 214 also, including conversion units, 218 and 222 from third party converters 202, the</p>

Claim 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")
		<p>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;</p> <p>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. . . .</p> <p>FotoFam 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:</p> <p>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. . . .</p> <p>Wiecha '717, 5:34 - 6:25.</p> <p>See also, Figs. 6-10.</p>
	(ii) automatically identify as the source page the one of the first web pages on which the link has been activated;	<p>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 an 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.</p>

Claim 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")
		<p>enterprise's Purchasing department described above is obviated.</p> <p>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.</p> <p>Wiecha '717, 3:10-28.</p> <p>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.</p> <p>Wiecha '717, 4:64 - 5:3.</p>
	(iii) in response to identification of the source page, automatically retrieve the stored data corresponding to the source page; and	<p>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 an 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.</p> <p>Wiecha '717, 3:10-17.</p> <p>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</p>



Claim 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")
		<p>machine. It provides the following main function to an employee using the system: . . .</p> <p>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 "FotoFam," supra. Text the Browser may select zero, one, or more ordered sets of descriptive phrases. Prices.</p> <p>Wiecha '717, 8:24-53.</p> <p>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 providers 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;</p> <p>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. . . .</p> <p>FotoFam This collection of utilities may be used to convert text and images from</p>

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Claim 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")
		<p>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:</p> <p>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. . . .</p> <p>Wiecha '717, 5:34 - 6:25.</p> <p>See also, Figs. 7-8.</p>
	(iv) using the data retrieved, automatically generate and transmit to the web browser a second web page that displays:	<ol style="list-style-type: none"> <li>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 an 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.</li> <li>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.</li> </ol>

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Claim 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")
		<p>Wiecha '717, 3:10-28.</p> <ol style="list-style-type: none"> <li>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.</li> </ol> <p>Wiecha '717, 4:64 - 5:3.</p> <p>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: . . .</p> <p>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 "FotoFam," supra. Text the Browser may select zero, one, or more ordered sets of descriptive phrases. Prices.</p> <p>Wiecha '717, 8:24-53.</p>
	(A) information associated with the commerce object associated with the link that has been activated, and	<ol style="list-style-type: none"> <li>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 an employee workstation 18. These catalogs contain only those items for which a price has been negotiated between the</li> </ol>

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Claim 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")
		<p>enterprise and a particular supplier, so the verification by the enterprise's Purchasing department described above is obviated.</p> <ol style="list-style-type: none"> <li>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.</li> </ol> <p>Wiecha '717, 3:10-28.</p> <ol style="list-style-type: none"> <li>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.</li> </ol> <p>Wiecha '717, 4:64 - 5:3.</p> <p>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: . . .</p> <p>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.</p>

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Claim 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")
		<p>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.</p> <p>Wiecha '717, 8:24-53.</p>
	(B) the plurality of visually perceptible elements visually corresponding to the source page.	<p>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 an 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.</p> <p>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.</p> <p>Wiecha '717, 3:10-28.</p> <p>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 providers 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</p>

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Claim 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")
		<p>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;</p> <p>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. . . .</p> <p>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:</p> <p>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. . . .</p> <p>Wiecha '717, 5:34 - 6:25.</p> <p>See also, Figs. 6-10.</p>

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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 Infringement Contentions, the asserted claims as described in part below.

Claim No.	Claim Language of U.S. Patent No. 7,818,399	Relevant Disclosure in the Travelocity/Yahoo! Prior Art
1	1. A method of an outsource provider serving web pages offering commercial opportunities, the method comprising:	<p>The Travelocity/Yahoo! Prior Art discloses a method of an outsource provider serving web pages offering commercial opportunities.</p> <p>The SABRE Interactive (now Travelocity) co-branded web site was an e-commerce outsourcing solution for Yahoo! so that Yahoo! had travel reservation capability under its own name with the same look and feel as its own website.</p> <p>"A. Yahoo! operates a search engine and World Wide Web directory under the brand 'Yahoo!'.  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."  <i>Travel Services Advertising and Promotion Agreement</i>, June 30, 1997. See DFNDT000388-412.</p> <p>"2.1 Yahoo! Travel Page. Yahoo! shall provide a prominent hyperlink on the Yahoo! Travel Page to the Co-Branded Pages described in Section 2.2. Such hyperlink shall be placed above the fold on the Yahoo! Travel Page."  <i>Travel Services Advertising and Promotion Agreement</i>, June 30, 1997. See DFNDT000388-412.</p> <p>"Purpose:  To provide the ability to make flight, car and hotel reservations via Travelocity starting from a prominent hyperlink on the Yahoo! Travel Page."  <i>Yahoo! Travel Booking Engine - High Level Requirements</i>, July 14, 1997, last</p>

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**Invalidity Contentions for U.S. Patent No. 7,818,399  
Travelocity/Yahoo! Prior Art**

Claim No.	Claim Language of U.S. Patent No. 7,818,399	Relevant Disclosure in the Travelocity/Yahoo! Prior Art
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;	<p>modified on February 18, 1998. See DFNDT000413-422.</p> <p>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.</p> <p>"1.1 'Booking Engine' means a database containing availability, schedule, and price information connected to a graphical user interface that allows users of the World Wide Web to make reservations for Travel Services, as a minimum, and complete payment for such Travel Services online."  <i>Travel Services Advertising and Promotion Agreement</i>, June 30, 1997. See DFNDT000388-412.</p> <p>"2 User Interface and Site Functionality  The following functionality will remain available to the Yahoo! booking engine.  - 3 Best Itineraries  - Flights &amp; Prices  - Cars  - Hotels  - Existing Reservations  - Make Changes including Buy Now  - Profile  - Login</p> <p>***</p> <p>The Yahoo! Travel main travel page will consist of an air, car, and hotel express user interface. In addition, the interface will have links to more comprehensive request pages (flrqst.pgd, fprqst.pgd, htrqst.pgd, and crqst.pgd)."  <i>Yahoo! Travel Booking Engine - Scope Definition</i>, last modified on 8/1/1997. See DFNDT000413-422.</p> <p>"2.1 Yahoo! Travel Page. Yahoo! shall provide a prominent hyperlink on the Yahoo! Travel Page to the Co-Branded Pages described in Section 2.2. Such hyperlink shall</p>

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Invalidity Contentions for U.S. Patent No. 7,818,399  
Travelocity/Yahoo! Prior Art

Claim No.	Claim Language of U.S. Patent No. 7,818,399	Relevant Disclosure in the Travelocity/Yahoo! Prior Art
		<p>be placed above the fold on the Yahoo! Travel Page.” <i>Travel Services Advertising and Promotion Agreement</i>, June 30, 1997. See DFNDT000388-412.</p> <p>“Purpose: To provide the ability to make flight, car and hotel reservations via Travelocity starting from a prominent hyperlink on the Yahoo! Travel Page.” <i>Yahoo! Travel Booking Engine - High Level Requirements</i>, July 14, 1997, last modified on February 18, 1998. See DFNDT000423-428.</p> <p>“Travelocity URL’s and URL parameter names will be provided to Yahoo! three weeks after start of development. ***</p> <p>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 - Number of travelers - Number of rooms”</p>

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Invalidity Contentions for U.S. Patent No. 7,818,399  
Travelocity/Yahoo! Prior Art

Claim No.	Claim Language of U.S. Patent No. 7,818,399	Relevant Disclosure in the Travelocity/Yahoo! Prior Art
		<p><i>Yahoo! Travel Booking Engine - Scope Definition</i>, last modified on 8/1/1997. See DFNDT000413-422.</p>
	(i) wherein each of the first web pages belongs to one of a plurality of web page owners;	<p>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]</p>
	(ii) wherein each of the first web pages displays at least one active link associated with a commerce object associated with a buying opportunity of a selected one of a plurality of	<p>The Travelocity/Yahoo! Prior Art 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.</p>

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Invalidity Contentions for U.S. Patent No. 7,818,399  
Travelocity/Yahoo! Prior Art

Claim No.	Claim Language of U.S. Patent No. 7,818,399	Relevant Disclosure in the Travelocity/Yahoo! Prior Art
	merchants; and	<p>“1.1 <b>‘Booking Engine’</b> means a database containing availability, schedule, and price information connected to a graphical user interface that allows users of the World Wide Web to make reservations for Travel Services, as a minimum, and complete payment for such Travel Services online.” <i>Travel Services Advertising and Promotion Agreement</i>, June 30, 1997. See DFNDT000388-412.</p> <p>“2 User Interface and Site Functionality The following functionality will remain available to the Yahoo! booking engine. - 3 Best Itineraries - Flights &amp; Prices-Cars - Hotels - Existing Reservations - Make Changes including Buy Now - Profile - Login ***</p> <p>The Yahoo! Travel main travel page will consist of an air, car, and hotel express user interface. In addition, the interface will have links to more comprehensive request pages (ffrqst.pgd, fprqst.pgd, htrqst.pgd, and crqst.pgd).” <i>Yahoo! Travel Booking Engine - Scope Definition</i>, last modified on 8/1/1997. See DFNDT000423-428.</p> <p>“2.1 <b>‘Yahoo! Travel Page.’</b> 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.” <i>Travel Services Advertising and Promotion Agreement</i>, June 30, 1997. See DFNDT000388-412.</p> <p>“Purpose: To provide the ability to make flight, car and hotel reservations via Travelocity starting from a prominent hyperlink on the Yahoo! Travel Page.” <i>Yahoo! Travel Booking Engine - High Level Requirements</i>, July 14, 1997, last modified on February 18, 1998. See DFNDT000413-422.</p>

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Invalidity Contentions for U.S. Patent No. 7,818,399  
Travelocity/Yahoo! Prior Art

Claim No.	Claim Language of U.S. Patent No. 7,818,399	Relevant Disclosure in the Travelocity/Yahoo! Prior Art
		<p>“Travelocity URL’s and URL parameter names will be provided to Yahoo! three weeks after start of development. ***</p> <p>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 - Number of travelers - Number of rooms” <i>Yahoo! Travel Booking Engine - Scope Definition</i>, last modified on 8/1/1997 (emphasis added). See DFNDT000423-428.</p>
	(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;	<p>The Travelocity/Yahoo! Prior Art discloses that the selected merchant, the outsource provider, and the owner of the first web page are each third parties with respect to one other.  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</p>

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Invalidity Contentions for U.S. Patent No. 7,818,399  
Travelocity/Yahoo! Prior Art

Claim No.	Claim Language of U.S. Patent No. 7,818,399	Relevant Disclosure in the Travelocity/Yahoo! Prior Art
		<p>The following functionality will remain available to the Yahoo! booking engine.</p> <ul style="list-style-type: none"> <li>- 3 Best Itineraries</li> <li>- Flights &amp; Prices</li> <li>- Cars</li> <li>- Hotels</li> <li>- Existing Reservations</li> <li>- Make Changes including Buy Now</li> <li>- Profile</li> <li>- Login</li> </ul> <p style="text-align: center;">***</p> <p>The Yahoo! Travel main travel page will consist of an air, car, and hotel express user interface. In addition, the interface will have links to more comprehensive request pages (ffrqst.pgd, fprqst.pgd, htrqst.pgd, and crqst.pgd). <i>Yahoo! Travel Booking Engine - Scope Definition</i>, last modified on 8/1/1997. See DFNDT000413-422.</p> <p>"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." <i>Travel Services Advertising and Promotion Agreement</i>, June 30, 1997. See DFNDT000388-412.</p> <p>"Purpose: To provide the ability to make flight, car and hotel reservations via Travelocity starting from a prominent hyperlink on the Yahoo! Travel Page." <i>Yahoo! Travel Booking Engine - High Level Requirements</i>, July 14, 1997, last modified on February 18, 1998. See DFNDT000423-428.</p> <p>"Travelocity URL's and URL parameter names will be provided to Yahoo! three weeks after start of development." ***</p> <p>The Yahoo! travel page will include a flight express path. Modify the Travelocity</p>

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Invalidity Contentions for U.S. Patent No. 7,818,399  
Travelocity/Yahoo! Prior Art

Claim No.	Claim Language of U.S. Patent No. 7,818,399	Relevant Disclosure in the Travelocity/Yahoo! Prior Art
		<p>entry point to accept the following parameters:</p> <ul style="list-style-type: none"> <li>- Number of passengers</li> <li>- Leaving from / going to cities</li> <li>- Departure date/ departure time</li> <li>- Return date / return time</li> </ul> <p>The Yahoo! travel page will include a cars express path. Modify the Travelocity entry point to accept the following parameters:</p> <ul style="list-style-type: none"> <li>- Pick-up city</li> <li>- Pick-up date / pick-up time</li> <li>- Return date / return time</li> <li>- Number of travelers</li> <li>- Type of car</li> </ul> <p>The Yahoo! travel page will include a cars express path. Modify the Travelocity entry point to accept the following parameters:</p> <ul style="list-style-type: none"> <li>- Check-in city</li> <li>- Check-in / check-out dates</li> <li>- Number of travelers</li> <li>- Number of rooms" See DFNDT000388-412.</li> </ul> <p>"1.4 'Net SI Commissions' means (i) for air commissions the amount of commission income received from air tickets generated less all ARC and other third party refunds and/or rebates, exchanges, and other normal adjustments, and (ii) for each 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 car and hotel commissions.</p> <p>1.7 'Travel Services' means booking services for air travel, hotels and car rentals." <i>Travel Services Advertising and Promotion Agreement</i>, June 30, 1997. See DFNDT000388-412.</p> <p>"2 User Interface and Site Functionality</p>

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Invalidity Contentions for U.S. Patent No. 7,818,399  
Travelocity/Yahoo! Prior Art

Claim No.	Claim Language of U.S. Patent No. 7,818,399	Relevant Disclosure in the Travelocity/Yahoo! Prior Art								
		<p>The following functionality will remain available to the Yahoo! booking engine.</p> <ul style="list-style-type: none"> <li>- 3 Best Itineraries</li> <li>- Flights &amp; Prices</li> <li>- Cars</li> <li>- Hotels</li> <li>- Existing Reservations</li> <li>- Make Changes including Buy Now</li> <li>- Profile</li> <li>- Login</li> </ul> <p style="text-align: center;">***</p> <p>The Yahoo! Travel main travel page will consist of an air, car, and hotel express user interface. In addition, the interface will have links to more comprehensive request pages (ffrqst.pgd, fprqst.pgd, htrqst.pgd, and crqst.pgd). <i>Yahoo! Travel Booking Engine - Scope Definition</i>, last modified on 8/1/1997. See DFNDT000413-422.</p> <p>"The following pages within Travelocity will be co-branded for Yahoo!:</p> <table border="1"> <thead> <tr> <th>Path</th> <th>Page Name</th> </tr> </thead> <tbody> <tr> <td>3 Best</td> <td>ffrqst ffdisp ffprice</td> </tr> <tr> <td>Flights &amp; Prices</td> <td>fprqst fpdisp1 fpdisp2 fpprice</td> </tr> <tr> <td>Hotels</td> <td>htrqst htavail htdisp htcdnbr1 htcdnbr2</td> </tr> </tbody> </table>	Path	Page Name	3 Best	ffrqst ffdisp ffprice	Flights & Prices	fprqst fpdisp1 fpdisp2 fpprice	Hotels	htrqst htavail htdisp htcdnbr1 htcdnbr2
Path	Page Name									
3 Best	ffrqst ffdisp ffprice									
Flights & Prices	fprqst fpdisp1 fpdisp2 fpprice									
Hotels	htrqst htavail htdisp htcdnbr1 htcdnbr2									

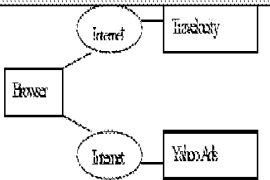
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Invalidity Contentions for U.S. Patent No. 7,818,399  
Travelocity/Yahoo! Prior Art

Claim No.	Claim Language of U.S. Patent No. 7,818,399	Relevant Disclosure in the Travelocity/Yahoo! Prior Art				
		<table border="1"> <tr> <td>Cars</td> <td>crqst crodnbr1 crodnbr2 crdisp crdetail</td> </tr> <tr> <td>Existing Reservations</td> <td>Exrqst</td> </tr> </table> <p><i>Yahoo! Travel Booking Engine - High Level Requirements</i>, July 14, 1997, last modified on February 18, 1998. See DFNDT000423-428.</p> <p>"A. Yahoo! operates a search engine and World Wide Web directory under the brand 'Yahoo!'. B. SI operates a travel booking engine and interactive Internet travel services through its 'Travelocity' site, located at <a href="http://www.travelocity.com">http://www.travelocity.com</a> (the 'Travelocity Site'). 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." <i>Travel Services Advertising and Promotion Agreement</i>, June 30, 1997 (emphasis added). See DFNDT000388-412.</p> <p>"Currently, Yahoo advertising is delivered in a similar manner to Double-Click ads. A URL is embedded in the HTML which links to GIFs stored on the Yahoo ads server. The user's browser will then directly connect to the ads server to obtain the advertisement (GIF):</p>	Cars	crqst crodnbr1 crodnbr2 crdisp crdetail	Existing Reservations	Exrqst
Cars	crqst crodnbr1 crodnbr2 crdisp crdetail					
Existing Reservations	Exrqst					

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Invalidity Contentions for U.S. Patent No. 7,818,399  
Travelocity/Yahoo! Prior Art

Claim No.	Claim Language of U.S. Patent No. 7,818,399	Relevant Disclosure in the Travelocity/Yahoo! Prior Art
		 <p>HTML Ads For Yahoo, last modified on 5/11/1998.</p> <p>"1.1 'Booking Engine' means a database containing availability, schedule, and price information connected to a graphical user interface that allows users of the World Wide Web to make reservations for Travel Services, as a minimum, and complete payment for such Travel Services online.</p> <p>***</p> <p>(b) <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 approval with respect to such interface.</p> <p>***</p> <p>2.2 <u>Co-Branded Pages</u>. SI shall create and serve a series of co-branded pages that guide Yahoo! Site users through the booking process for the Travel Services, at a minimum (the 'Co-Branded Pages'). The Co-Branded Pages shall include all pages through the first page containing a price quotation for travel-related services, but shall not include any pages in payment process."</p>

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Invalidity Contentions for U.S. Patent No. 7,818,399  
Travelocity/Yahoo! Prior Art

Claim No.	Claim Language of U.S. Patent No. 7,818,399	Relevant Disclosure in the Travelocity/Yahoo! Prior Art
		<p>Travel Services Advertising and Promotion Agreement, June 30, 1997. See DFNDT000388-412.</p> <p>"Because the Yahoo! Travel express page will be hosted on Yahoo!'s site, Yahoo! must have the ability to receive and pass the Session Identification (SID) between Travelocity in order to keep the user's Travelocity session established. This does not apply for users that have cookie browsers because the SID is stored and retrieved from the cookie.</p> <p>***</p> <p>Modify lgbecome.pgd, vars.sub, lgmennw.pgd, lgmcom.pgd, lglogin.pgd, lgnwinf.pgd, and lgsplflog.cfl to pass the session parameters to ensure the reservation process can continue without interruption. Place the session parameters into the Parameter's Database (PDB) and remove them from the PDB once the user has completed the login process."</p> <p>Yahoo! Travel Booking Engine - Scope Definition, last modified on 8/1/1997. See DFNDT000413-422.</p> <p>"Certain pages within Travelocity will be designated as co-brand. Co-brand means that the pages will look and feel like Yahoo! pages, but will function the same as they do today in terms of required data elements, navigation and flow, except where otherwise indicated in this document. Yahoo! will assign one individual to work with SI to ensure that the co-branded pages satisfy Yahoo!'s requirements."</p> <p>Yahoo! Travel Booking Engine - High Level Requirements, July 14, 1997, last modified on February 18, 1998. See DFNDT000423-428.</p> <p>"Several Travelocity pages (fprqst, fpdisp1, fpdisp2, fpprice and bargain) will be designed with the Yahoo! masthead, footer and toolbar.</p> <p>1. All references to Travelocity within the above pages will be modified to reflect Yahoo!Travel."</p> <p>Yahoo!Travel Build your own itinerary, last modified on March 24, 1998. See DFNDT000429-432.</p>
1(b)	automatically retrieving from a storage coupled	The Travelocity/Yahoo! Prior Art discloses automatically retrieving from a storage

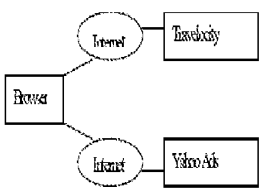
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Invalidity Contentions for U.S. Patent No. 7,818,399  
Travelocity/Yahoo! Prior Art

Claim No.	Claim Language of U.S. Patent No. 7,818,399	Relevant Disclosure in the Travelocity/Yahoo! Prior Art												
	to the server pre stored data associated with the source page; and then	<p>coupled to the server pre stored data associated with the source page.</p> <p>"The following pages within Travelocity will be co-branded for Yahoo!:</p> <table border="1"> <thead> <tr> <th>Path</th> <th>Page Name</th> </tr> </thead> <tbody> <tr> <td>3 Best</td> <td>fprqst ffidisp fpprice</td> </tr> <tr> <td>Flights &amp; Prices</td> <td>fprqst fpdisp1 fpdisp2 fppric1</td> </tr> <tr> <td>Hotels</td> <td>htqst htavail htdisp htcdnbr1 htcdnbr2</td> </tr> <tr> <td>Cars</td> <td>crqst crecdnbr1 crecdnbr2 crdisp crdetail</td> </tr> <tr> <td>Existing Reservations</td> <td>Exrqst</td> </tr> </tbody> </table> <p>Yahoo! Travel Booking Engine - High Level Requirements, July 14, 1997, last modified on February 18, 1998. See DFNDT000423-428.</p> <p>"A. Yahoo! operates a search engine and World Wide Web directory under the brand 'Yahoo!'. B. SI operates a travel booking engine and interactive Internet travel services through its 'Travelocity' site, located at <a href="http://www.travelocity.com">http://www.travelocity.com</a> (the 'Travelocity Site'). 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</p>	Path	Page Name	3 Best	fprqst ffidisp fpprice	Flights & Prices	fprqst fpdisp1 fpdisp2 fppric1	Hotels	htqst htavail htdisp htcdnbr1 htcdnbr2	Cars	crqst crecdnbr1 crecdnbr2 crdisp crdetail	Existing Reservations	Exrqst
Path	Page Name													
3 Best	fprqst ffidisp fpprice													
Flights & Prices	fprqst fpdisp1 fpdisp2 fppric1													
Hotels	htqst htavail htdisp htcdnbr1 htcdnbr2													
Cars	crqst crecdnbr1 crecdnbr2 crdisp crdetail													
Existing Reservations	Exrqst													

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Invalidity Contentions for U.S. Patent No. 7,818,399  
Travelocity/Yahoo! Prior Art

Claim No.	Claim Language of U.S. Patent No. 7,818,399	Relevant Disclosure in the Travelocity/Yahoo! Prior Art
		<p>interactive Internet travel services, all in accordance with the terms and conditions of this Agreement."</p> <p>Travel Services Advertising and Promotion Agreement, June 30, 1997 (emphasis added). See DFNDT000388-412.</p> <p>"Currently, Yahoo advertising is delivered in a similar manner to Double-Click ads. A URL is embedded in the HTML which links to GIFs stored on the Yahoo ads server. The user's browser will then directly connect to the ads server to obtain the advertisement (GIF):</p>  <p>HTML Ads For Yahoo, last modified on 5/11/1998.</p> <p>"Several Travelocity pages (fprqst, fpdisp1, fpdisp2, fpprice and bargain) will be designed with the Yahoo! masthead, footer and toolbar.</p> <p>1. All references to Travelocity within the above pages will be modified to reflect Yahoo!Travel."</p> <p>Yahoo!Travel Build your own itinerary, last modified on March 24, 1998. See DFNDT000429-432.</p> <p>"1.1 'Booking Engine' means a database containing availability, schedule, and price information connected to a graphical user interface that allows users of the World Wide Web to make reservations for Travel Services, as a minimum, and complete payment for such Travel Services online.</p> <p>***</p>

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Invalidity Contentions for U.S. Patent No. 7,818,399  
Travelocity/Yahoo! Prior Art

Claim No.	Claim Language of U.S. Patent No. 7,818,399	Relevant Disclosure in the Travelocity/Yahoo! Prior Art
		<p>(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 approval with respect to such interface.</p> <p style="text-align: center;">***</p> <p>2.2 <u>Co-Branded Pages</u>. SI shall create and serve a series of co-branded pages that guide Yahoo! Site users through the booking process for the Travel Services, at a minimum (the 'Co-Branded Pages'). The Co-Branded Pages shall include all pages through the first page containing a price quotation for travel-related services, but shall not include any pages in payment process."</p> <p><i>Travel Services Advertising and Promotion Agreement, June 30, 1997. See DFNDT000388-412.</i></p> <p>"Because the Yahoo! Travel express page will be hosted on Yahoo!'s site, Yahoo! must have the ability to receive and pass the Session Identification (SID) between Travelocity in order to keep the user's Travelocity session established. This does not apply for users that have cookie browsers because the SID is stored and retrieved from the cookie.</p> <p style="text-align: center;">***</p> <p>Modify lgbecome.pgd, vars.sub, lgmnew.pgd, lgmcon.pgd, lginlog.pgd, lgnwinf.pgd, and lgsplflog.etl to pass the session parameters to ensure the reservation process can continue without interruption. Place the session parameters into the Parameter's Database (PDB) and remove them from the PDB once the user has completed the login process."</p> <p><i>Yahoo! Travel Booking Engine - Scope Definition, last modified on 8/1/1997. See</i></p>

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Invalidity Contentions for U.S. Patent No. 7,818,399  
Travelocity/Yahoo! Prior Art

Claim No.	Claim Language of U.S. Patent No. 7,818,399	Relevant Disclosure in the Travelocity/Yahoo! Prior Art
		<p>DFNDT000413-422.</p> <p>"Certain pages within Travelocity will be designated as co-brand. Co-brand means that the pages will look and feel like Yahoo! pages, but will function the same as they do today in terms of required data elements, navigation and flow; except where otherwise indicated in this document. Yahoo! will assign one individual to work with SI to ensure that the co-branded pages satisfy Yahoo!'s requirements."</p> <p><i>Yahoo! Travel Booking Engine - High Level Requirements, July 14, 1997, last modified on February 18, 1998. See DFNDT000423-428.</i></p> <p>"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."</p> <p><i>Travel Services Advertising and Promotion Agreement, June 30, 1997. See DFNDT000388-412.</i></p> <p>"Purpose: To provide the ability to make flight, car and hotel reservations via Travelocity starting from a prominent hyperlink on the Yahoo! Travel Page."</p> <p><i>Yahoo! Travel Booking Engine - High Level Requirements, July 14, 1997, last modified on February 18, 1998. See DFNDT000423-428.</i></p> <p>"Travelocity URL's and URL parameter names will be provided to Yahoo! three weeks after start of development.</p> <p style="text-align: center;">***</p> <p>The Yahoo! travel page will include a flight express path. Modify the Travelocity entry point to accept the following parameters:</p> <ul style="list-style-type: none"> <li>- Number of passengers</li> <li>- Leaving from / going to cities</li> <li>- Departure date / departure time</li> <li>- Return date / return time</li> </ul> <p>The Yahoo! travel page will include a cars express path. Modify the Travelocity entry</p>

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Invalidity Contentions for U.S. Patent No. 7,818,399  
Travelocity/Yahoo! Prior Art

Claim No.	Claim Language of U.S. Patent No. 7,818,399	Relevant Disclosure in the Travelocity/Yahoo! Prior Art
		<p>point to accept the following parameters:</p> <ul style="list-style-type: none"> <li>- Pick-up city</li> <li>- Pick-up date / pick-up time</li> <li>- Return date / return time</li> <li>- Number of travelers</li> <li>- Type of car</li> </ul> <p>The Yahoo! travel page will include a cars express path. Modify the Travelocity entry point to accept the following parameters:</p> <ul style="list-style-type: none"> <li>- Check-in city</li> <li>- Check-in / check-out dates</li> <li>- Number of travelers</li> <li>- Number of rooms"</li> </ul> <p><i>Yahoo! Travel Booking Engine - Scope Definition, last modified on 8/1/1997. See DFNDT000413-422.</i></p> <p>"Several Travelocity pages (fprqst, fpdisp1, fpdisp2, fpprice and bargain) will be designed with the Yahoo! masthead, footer and toolbar.</p> <p>1. All references to Travelocity within the above pages will be modified to reflect Yahoo! Travel."</p> <p><i>Yahoo! Travel Build your own itinerary, last modified on March 24, 1998. See DFNDT000429-432.</i></p> <p>"2 <u>User Interface and Site Functionality</u> The following functionality will remain available to the Yahoo! booking engine.</p> <ul style="list-style-type: none"> <li>- 3 Best Itineraries</li> <li>- Flights &amp; Prices</li> <li>- Cars</li> <li>- Hotels</li> <li>- Existing Reservations</li> <li>- Make Changes including Buy Now</li> <li>- Profile</li> <li>- Login</li> </ul>

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Invalidity Contentions for U.S. Patent No. 7,818,399  
Travelocity/Yahoo! Prior Art

Claim No.	Claim Language of U.S. Patent No. 7,818,399	Relevant Disclosure in the Travelocity/Yahoo! Prior Art
		<p style="text-align: center;">***</p> <p>The Yahoo! Travel main travel page will consist of an air, car, and hotel express user interface. In addition, the interface will have links to more comprehensive request pages (fprqst.pgd, fprqst.pgd, htrqst.pgd, and crqst.pgd)."</p> <p><i>Yahoo! Travel Booking Engine - Scope Definition, last modified on 8/1/1997. See DFNDT000413-422.</i></p> <p>1(c) automatically with the server computer generating and transmitting to the web browser a second web page that includes:</p> <p>"2.2 <u>Co-Branded Pages</u>. SI shall create and serve a series of co-branded pages that guide Yahoo! Site users through the booking process for the Travel Services, at a minimum (the 'Co-Branded Pages'). The Co-Branded Pages shall include all pages through the first page containing a price quotation for travel-related services, but shall not include any pages in payment process."</p> <p><i>Travel Services Advertising and Promotion Agreement, June 30, 1997. See DFNDT000388-412.</i></p> <p>"1.1 <u>'Booking Engine'</u> means a database containing availability, schedule, and price information connected to a graphical user interface that allows users of the World Wide Web to make reservations for Travel Services, as a minimum, and complete payment for such Travel Services online."</p> <p><i>Travel Services Advertising and Promotion Agreement, June 30, 1997. See DFNDT000388-412.</i></p> <p>"(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</p>

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Invalidity Contentions for U.S. Patent No. 7,818,399  
Travelocity/Yahoo! Prior Art

Claim No.	Claim Language of U.S. Patent No. 7,818,399	Relevant Disclosure in the Travelocity/Yahoo! Prior Art
		<p>Yahoo! Site users, other than the Co-Branded Pages, shall conform to the graphical interface utilized by SI, provided however Yahoo! shall have a reasonable right of approval with respect to such interface.” <i>Travel Services Advertising and Promotion Agreement</i>, June 30, 1997. See DFNDT000388-412.</p> <p>“Because the Yahoo! Travel express page will be hosted on Yahoo!’s site, Yahoo! must have the ability to receive and pass the Session Identification (SID) between Travelocity in order to keep the user’s Travelocity session established. This does not apply for users that have cookie browsers because the SID is stored and retrieved from the cookie.</p> <p style="text-align: center;">* * *</p> <p>Modify lgbecome.pgd, vars.sub, lgmennew.pgd, lgmemcon.pgd, lglogin.pgd, lgnewinf.pgd, and lgspiflog.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.” <i>Yahoo! Travel Booking Engine - Scope Definition</i>, last modified on 8/1/1997. See DFNDT000423-428.</p> <p>“Certain pages within Travelocity will be designated as co-brand. Co-brand means that the pages will look and feel like Yahoo! pages, but will function the same as they do today in terms of required data elements, navigation and flow, except where otherwise indicated in this document.” <i>Yahoo! Travel Booking Engine - High Level Requirements</i>, July 14, 1997, last modified on February 18, 1998. See DFNDT000413-422.</p> <p>“Several Travelocity pages (fpqrst, fpdisp1, fpdisp2, fpprice and bargain) will be designed with the Yahoo! masthead, footer and toolbar.</p> <p>1. All references to Travelocity within the above pages will be modified to reflect Yahoo! Travel.” <i>Yahoo! Travel Build your own itinerary</i>, last modified on March 24, 1998. See</p>

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Invalidity Contentions for U.S. Patent No. 7,818,399  
Travelocity/Yahoo! Prior Art

Claim No.	Claim Language of U.S. Patent No. 7,818,399	Relevant Disclosure in the Travelocity/Yahoo! Prior Art
		<p>DFNDT000429-432.</p> <p>(i) information associated with the commerce object associated with the link that has been activated, and</p> <p>The Travelocity/Yahoo! Prior Art discloses that the second webpage includes information associated with the commerce object associated with the link that has been activated.</p> <p>See 572 13b. “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.” <i>Travel Services Advertising and Promotion Agreement</i>, June 30, 1997. See DFNDT000388-412.</p> <p>“1.1 ‘Booking Engine’ means a database containing availability, schedule, and price information connected to a graphical user interface that allows users of the World Wide Web to make reservations for Travel Services, as a minimum, and complete payment for such Travel Services online.” <i>Travel Services Advertising and Promotion Agreement</i>, June 30, 1997. See DFNDT000388-412.</p> <p>“(b) User Interface. The Co-Branded Pages shall conform to the graphical user interface utilized by Yahoo! across Yahoo!’s network of branded Internet properties as of the first date of the Exclusivity Period, and Yahoo! shall have the right reasonably to approve the final design of all Co-Branded Pages. Any material changes to the Co-Branded Pages thereafter shall be made upon the mutual agreement of the parties. Yahoo! shall assign one individual to work with SI to ensure that the Co-Branded Pages satisfy Yahoo!’s requirements. Yahoo! will use reasonable best efforts to ensure continuity of Yahoo! personnel involved in the design process. All pages displayed to Yahoo! Site users, other than the Co-Branded Pages, shall conform to the graphical interface utilized by SI, provided however Yahoo! shall have a reasonable right of</p>

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Invalidity Contentions for U.S. Patent No. 7,818,399  
Travelocity/Yahoo! Prior Art

Claim No.	Claim Language of U.S. Patent No. 7,818,399	Relevant Disclosure in the Travelocity/Yahoo! Prior Art
		<p>approval with respect to such interface.” <i>Travel Services Advertising and Promotion Agreement</i>, June 30, 1997. See DFNDT000388-412.</p> <p>“Because the Yahoo! Travel express page will be hosted on Yahoo!’s site, Yahoo! must have the ability to receive and pass the Session Identification (SID) between Travelocity in order to keep the user’s Travelocity session established. This does not apply for users that have cookie browsers because the SID is stored and retrieved from the cookie.</p> <p style="text-align: center;">* * *</p> <p>Modify lgbecome.pgd, vars.sub, lgmennew.pgd, lgmemcon.pgd, lglogin.pgd, lgnewinf.pgd, and lgspiflog.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.” <i>Yahoo! Travel Booking Engine - Scope Definition</i>, last modified on 8/1/1997. See DFNDT000423-428.</p> <p>“Certain pages within Travelocity will be designated as co-brand. Co-brand means that the pages will look and feel like Yahoo! pages, but will function the same as they do today in terms of required data elements, navigation and flow, except where otherwise indicated in this document.” <i>Yahoo! Travel Booking Engine - High Level Requirements</i>, July 14, 1997, last modified on February 18, 1998. See DFNDT000413-422.</p> <p>“Several Travelocity pages (fpqrst, fpdisp1, fpdisp2, fpprice and bargain) will be designed with the Yahoo! masthead, footer and toolbar.</p> <p>1. All references to Travelocity within the above pages will be modified to reflect Yahoo! Travel.” <i>Yahoo! Travel Build your own itinerary</i>, last modified on March 24, 1998. See DFNDT000429-432.</p>

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Invalidity Contentions for U.S. Patent No. 7,818,399  
Travelocity/Yahoo! Prior Art

Claim No.	Claim Language of U.S. Patent No. 7,818,399	Relevant Disclosure in the Travelocity/Yahoo! Prior Art
		<p>(ii) a plurality of visually perceptible elements derived from the retrieved pre stored data and visually corresponding to the source page.</p> <p>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.</p> <p>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.</p> <p>As far as the scope of the claimed “look and feel” can be determined, the look and feel of the Yahoo! page on SABRE Interactive’s website included the Yahoo! logo, colors, travel menus, advertising, and toolbars.</p> <p>“(b) User Interface. The Co-Branded Pages shall conform to the graphical user interface utilized by Yahoo! across Yahoo!’s network of branded Internet properties as of the first date of the Exclusivity Period, and Yahoo! Shall have the right reasonably to approve the final design of all Co-Branded Pages. Any material changes to the Co-Branded Pages thereafter shall be made upon the mutual agreement of the parties. Yahoo! shall assign one individual to work with SI to ensure that the Co-Branded Pages satisfy Yahoo!’s requirements. Yahoo! will use reasonable best efforts to ensure continuity of Yahoo! personnel involved in the design process. All pages displayed to Yahoo! site users, other than the Co-Branded Pages, shall conform to the graphical interface utilized by SI, provided however Yahoo! shall have a reasonable right of approval with respect to such interface.” <i>Travel Services Advertising and Promotion Agreement</i>, June 30, 1997. See DFNDT000388-412.</p> <p>“SABRE Interactive (SI) has been contracted by Yahoo! to provide a booking engine to Yahoo! members that has the look and feel of Yahoo! until the point of actual reservation purchase. This will require a large number of modifications to Travelocity including a flow change to a different travel menu, graphics changes, login changes, advertising changes, logging and tracking changes, and e-mail confirmation changes.</p> <p style="text-align: center;">* * *</p> <ul style="list-style-type: none"> <li>A mockup of the Yahoo! express page or the page field names must be provided to [SABRE Technology Solutions (STS)] by SI at start of development.</li> </ul>

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Invalidity Contentions for U.S. Patent No. 7,818,399  
Travelocity/Yahoo! Prior Art

Claim No.	Claim Language of U.S. Patent No. 7,818,399	Relevant Disclosure in the Travelocity/Yahoo! Prior Art
		<ul style="list-style-type: none"> <li>Graphics for the cobrand must be provided to STS by SI one week after start of development.</li> <li>The Yahoo! ad URL's for IMG SRC and HREF must be provided to STS one week after start of development.</li> </ul> <p style="text-align: center;">***</p> <p>Modify currency.inc and sbTools.inc for Yahoo! ad capability. The parameter in the [Parameter's Database (PDB)] used for Yahoo! cobranded pages will also be used to identify Yahoo! ads." <i>Yahoo! Travel Booking Engine - Scope Definition</i>, last modified on 8/1/1997. See DFNDT000413-422.</p> <p>"This 'look and feel' will include the Yahoo! logo, the background color, and the toolbars." <i>Yahoo! Travel Booking Engine - Scope Definition</i>, last modified on 8/1/1997. See DFNDT000413-422.</p> <p>"Certain pages within Travelocity will be designated as co-brand. Co-brand means that the pages will look and feel like Yahoo! pages, but will function the same as they do today in terms of required data elements, navigation and flow, except where otherwise indicated in this document." <i>Yahoo! Travel Booking Engine - High Level Requirements</i>, July 14, 1997, last modified on February 18, 1998. See DFNDT000423-428.</p> <p>"Several Travelocity pages (fprqst, fpdisp1, fdisp2, fprice 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." <i>Yahoo!Travel Build your own itinerary</i>, last modified on March 24, 1998. See DFNDT000429-432.</p>
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  
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Claim No.	Claim Language of U.S. Patent No. 7,818,399	Relevant Disclosure in the Travelocity/Yahoo! Prior Art
	page.	<p>"2.3 Modify the toolbars to be Yahoo! specific. The rainbow toolbar bar.gif will be modified similar to the Travelocity Highlights toolbar (i.e. CompuServe). This will require template modifications in bar.cti, gitvmod.cti, and gitvmod.pgd. The modifications will only consist of URL changes back to the Yahoo! site or to existing functionality in Travel Reservations.</p> <p>The gray toolbars grtool.gif, grtool2.gif, and grtool3.gif, will be modified only to change the 'Travelocity Home' option to point to a Yahoo! Travel page. This will be a graphics modification and URL modification only." <i>Yahoo! Travel Booking Engine - Scope Definition</i>, last modified on 8/1/1997 (emphasis added). See DFNDT000413-422.</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.	<p>The Travelocity/Yahoo! Prior Art discloses the method of claim 1 wherein the commerce object associated with the link that has been activated comprises information defining an electronic catalog having a multitude of merchant offerings, and wherein the second web page contains one or more selectable navigation links connecting a hierarchical set of additional second web pages, each pertaining to a subset of the offerings in the catalog.</p> <p>The visitor from the Yahoo! Travel page could select airline tickets, car rentals, and hotel reservations via the co-branded Yahoo! page served by SABRE Interactive.</p> <p>"2 User Interface and Site Functionality The following functionality will remain available to the Yahoo! booking engine. - 3 Best Itineraries - Flights &amp; Prices - Cars - Hotels - Existing Reservations - Make Changes including Buy Now - Profile - Login</p> <p style="text-align: center;">***</p>

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Invalidity Contentions for U.S. Patent No. 7,818,399  
Travelocity/Yahoo! Prior Art

Claim No.	Claim Language of U.S. Patent No. 7,818,399	Relevant Disclosure in the Travelocity/Yahoo! Prior Art
		<p>The Yahoo! Travel main travel page will consist of an air, car, and hotel express user interface. In addition, the interface will have links to more comprehensive request pages (ftrqst.pgd, fprqst.pgd, htrqst.pgd, and crqst.pgd)." <i>Yahoo! Travel Booking Engine - Scope Definition</i>, last modified on 8/1/1997. See DFNDT000423-428.</p> <p>"2 User Interface and Site Functionality The following functionality will remain available to the Yahoo! booking engine. - 3 Best Itineraries - Flights &amp; Prices - Cars - Hotels - Existing Reservations - Make Changes including Buy Now - Profile - Login</p> <p style="text-align: center;">***</p> <p>The Yahoo! Travel main travel page will consist of an air, car, and hotel express user interface. In addition, the interface will have links to more comprehensive request pages (ftrqst.pgd, fprqst.pgd, htrqst.pgd, and crqst.pgd)." <i>Yahoo! Travel Booking Engine - Scope Definition</i>, last modified on 8/1/1997. See DFNDT000413-422.</p> <p>"1.1 'Booking Engine' means a database containing availability, schedule, and price information connected to a graphical user interface that allows users of the World Wide Web to make reservations for Travel Services, as a minimum, and complete payment for such Travel Services online." <i>Travel Services Advertising and Promotion Agreement</i>, June 30, 1997. See DFNDT000388-412.</p> <p>"Purpose: To provide the ability to make flight, car and hotel reservations via Travelocity starting</p>

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Invalidity Contentions for U.S. Patent No. 7,818,399  
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Claim No.	Claim Language of U.S. Patent No. 7,818,399	Relevant Disclosure in the Travelocity/Yahoo! Prior Art
		<p>from a prominent hyperlink on the Yahoo! Travel Page." <i>Yahoo! Travel Booking Engine - High Level Requirements</i>, July 14, 1997, last modified on February 18, 1998. See DFNDT000423-428.</p> <p>"Travelocity URL's and URL parameter names will be provided to Yahoo! three weeks after start of development. ***</p> <p>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</p> <p>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</p> <p>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" <i>Yahoo! Travel Booking Engine - Scope Definition</i>, last modified on 8/1/1997. See DFNDT000413-422.</p>
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	See 1(a)-1(b), supra.

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Claim 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 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;	See 1(a)-1(b), <i>supra</i> .
	(ii) wherein each of the first web pages displays at least one active link associated with a commerce object associated with a buying opportunity of a selected one of a plurality of merchants; and	See 1(a)-1(b), <i>supra</i> .
	(iii) wherein the selected merchant, the 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), <i>supra</i> .
19(b)	(b) a computer server at the outsource provider, which computer server is coupled to the computer store and programmed to:	See 1(a)-1(c), <i>supra</i> .
	(i) receive from the web browser of a computer user a signal indicating activation of one of the links displayed by one of the first web pages;	See 1(a)-1(c), <i>supra</i> .
	(ii) automatically identify as the source page the one of the first web pages on which the link has been activated;	See 1(a)-1(c), <i>supra</i> .
	(iii) in response to identification of the source page, automatically retrieve the stored data corresponding to the source page; and	See 1(a)-1(c), <i>supra</i> .
	(iv) using the data retrieved, automatically generate and transmit to the web browser a second web page that displays:	See 1(a)-1(c), <i>supra</i> .
	(A) information associated with the commerce object associated with the link that has been	See 1(a)-1(c), <i>supra</i> .

Claim 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 visually corresponding to the source page.	See 1(a)-1(c), <i>supra</i> .

Comparison of U.S. Patent No. 7,818,399 and Digital River Secure Sales System Prior Art<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 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.

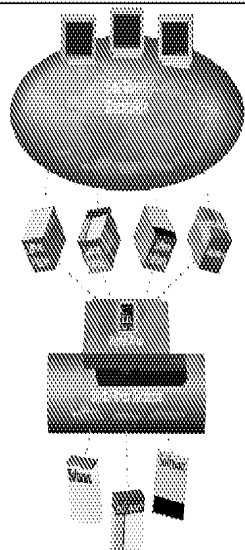
Claim No.	Claim Language of U.S. Patent No. 7,818,399	Digital River Secure Sales System
1	I. A method of an outsource provider serving web pages offering commercial opportunities, the method comprising:	<p>"Digital River's Secure Sales System (SSS) brings together software manufacturers and dealers enabling them to sell and deliver product via the Internet. This service will provide all digital delivery, security, collections and reporting of the sale of software. Throughout this process, it will appear to the consumer as if the transaction is being processed by the manufacturer or dealer while the Digital River SSS is handling the whole transaction "behind the scenes"." [sic]</p> <p><i>Digital River - Secure Encrypted Software Distribution</i>, <a href="http://web.archive.org/web/19970412160754/http://www.digitalriver.com/">http://web.archive.org/web/19970412160754/http://www.digitalriver.com/</a>; [DR000001-2].</p> <p>"Extend your selling environment Better yet, the entire transaction takes place in the selling environment you've created, surrounded by the look and feel of your identity, with your products presented the way you want them presented, with no competition. Your customers simply hit the purchase icon at your site and the whole process unfolds smoothly. There's no sensation of being suddenly hustled off to another location. Your customers won't end up at some foreign-looking page where they have to hunt to find your product."</p> <p><i>Digital River - Secure Encrypted Software Distribution</i>, <a href="http://web.archive.org/web/19971221024519/digitalriver.com/Page3.html">http://web.archive.org/web/19971221024519/digitalriver.com/Page3.html</a>; [DR000003-4] (emphasis original).</p> <p>Maintain your own identity and branding.</p> <p>Digital River facilitates the sale of your products to your customers. To most consumers, our services often appear as nothing more than a web site "buy" button. But behind this simple device is sophisticated electronic commerce technology which gives consumers the ability to immediately and easily purchase and download the digital products of their choice. As</p>

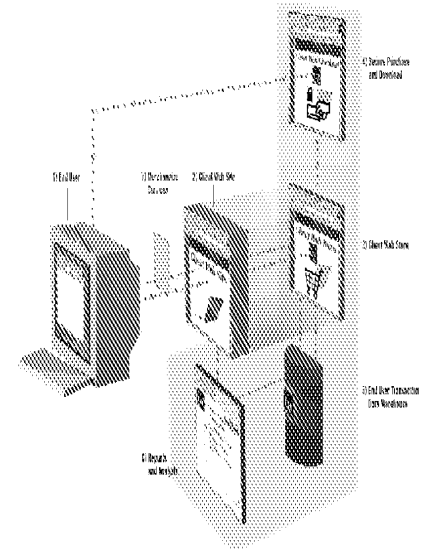
<sup>1</sup> The Digital River SSS process was offered for sale, sold, and publicly used in connection with more than 500 client websites prior to September 17, 1998. While the referenced steps of the Digital River SSS process were consistently used with respect to these client websites, the specific elements Digital River utilized to create "transparent e-commerce support pages" for its clients varied based upon the specific look and feel of the host (client) website. The documents expressly referenced herein are provided as illustrative examples of the Digital River SSS process as utilized prior to September 17, 1998. Additional documents evidencing the offer for sale, sale and public use of the Digital River SSS process will be produced pursuant to Local Patent Rule 3-4(b).

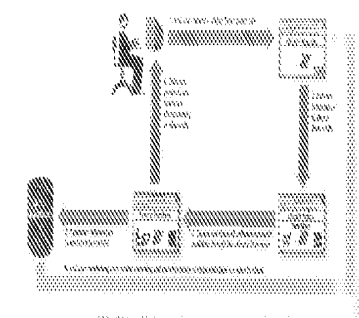
Comparison of U.S. Patent No. 7,818,399 and Digital River Secure Sales System Prior Art

Claim No.	Claim Language of U.S. Patent No. 7,818,399	Digital River Secure Sales System
		<p>consumers become more savvy, this efficiency of purchase and delivery will become one of the primary advantages of selling digital products over the Internet.</p> <p>When customers want to purchase, they push the "buy" button and are transferred immediately and transparently to the Digital River Central Commerce Server. This retains the "look and feel" of your own site and encourages the customer to buy - easily and quickly. Depending on your preferences and marketing initiatives, buyers can be offered additional cross-sell, up-sell, special offer and bundled products related to their purchases. Credit information is verified, the sale is transacted and the purchases are then downloaded to the buyer.</p> <p><i>Digital River Information Kit</i> at 8 [DR004326].</p> <p>"Digital River, Inc. proposes to maintain and develop transparent secure Internet marketing and sales services for Adobe's Web site and products. Services will be provided through Digital River's S3 commerce encryption solution which was designed to manage transactions behind the scenes. . . ." <i>Internet Commerce Services Proposal for Adobe</i>, July 25, 1996; [DR000005-6].</p> <p>[DR004245-66].</p>
1(a)	automatically at a server of the outsource provider, in response to activation, by a web browser of a computer user, of a link displayed by one of a plurality of first web pages, recognizing as the source page the one of the first web pages on which the link has been activated;	<p>"Vendor's Delivery Obligations. a. Initial Deliverables. . . . Vendor will provide Electronic Distributor with . . . (iv) hypertext link to <a href="http://www.digitalriver.com">www.digitalriver.com</a> in the Vendor's World Wide Web home page. . . ." <i>Electronic Software Distribution Agreement between Digital River and Auto FX Corp.</i> dated July 18, 1996; [DR000013-21]; see also e.g., <i>Email from Digital River to Auto FX</i>, dated September 26, 1997; [DR000033] ("The URL for the Auto FX site is at the bottom of this email.");</p> <p>"Bitstream Fonts Online!" hypertext link ("&lt;A HREF=<a href="http://www2.digitalriver.com/bit/index.html">http://www2.digitalriver.com/bit/index.html</a>&gt;Bitstream fonts online!&lt;A&gt;"); <i>Bitstream.com Home Page</i>, <a href="http://web.archive.org/web/19970117165233/http://www.bitstream.com/">http://web.archive.org/web/19970117165233/http://www.bitstream.com/</a>; [DR000034-38];</p> <p>"Shop Online" hypertext link, <i>Seattle Support Group Home Page</i>, <a href="http://www.ssrp.com">www.ssrp.com</a>, [DR000039-50];</p> <p>"Welcome to 1stSoftware" hypertext link ("&lt;a href=<a href="http://www.digitalriver.com/drv2/ec_MAIN.Entry?SID=1285&amp;SP=10007&amp;CID=0">http://www.digitalriver.com/drv2/ec_MAIN.Entry?SID=1285&amp;SP=10007&amp;CID=0</a>&gt;</p>

Claim No.	Claim Language of U.S. Patent No. 7,818,399	Digital River Secure Sales System
		<p>GATEOFF&lt;b&gt;&lt;font size=2&gt;Welcome to 1stSoftware&lt;/font&gt;&lt;/b&gt;&lt;/a&gt;"; [DR000051-54]; and "purchase QFX on the web" hypertext link ("A href=http://www3.digitalriver.com/cgi-bin/tango.cgi/digitalriver/scott/welcome.qrf?");</p> <p>QFX Home Page. http://web.archive.org/web/19970707093153/www.qfx.com/firmain.html; [DR000055-62];</p> <p>DR026692];</p> <p>[DR026693]; and</p> <p>[DR026694].</p> <p><b>"Consistent Look and Feel between Store and Home Site</b> Customers will have the ability to click a 'buy button' from any number of places within <a href="http://www.ea.com">www.ea.com</a> and will be linked to a complete store, or a specific product detail page. All of the Commerce pages will carry the branding, look and feel of <a href="http://www.ea.com">www.ea.com</a>. This consistent look and feel is essential to a smooth customer experience, and will promote high conversion ratios.</p> <p>For every product page within <a href="http://www.ea.com">www.ea.com</a>, Digital River can provide EA with specific URL's for direct product links. This will allow users to shop direction on <a href="http://www.ea.com">www.ea.com</a>, and have the ability to purchase product at any time. The page presented will have a single produce listed, and will be linked directly to the shopping basket. For an example of such a product page, please refer to Figure 2 [sic].</p> <p>In addition, Digital River will develop an online store featuring all of EA's products. Like the current EA Store, users can search by product category, key words, or platform. Product specials or new products can be featured on the front page of this store to provide for greater attention. For an example of how the EA Store might look, please refer to Figure 2." <i>Digital River Proposal Summary</i>, April 29, 1998; [DR000066-72] (emphasis original).</p> <p>See also Tango, Webstar, and other CGIs from July 1996 Backup [DR026771-DR033425]</p>

Claim No.	Claim Language of U.S. Patent No. 7,818,399	Digital River Secure Sales System
1(a)(i)	wherein each of the first web pages belongs to one of a plurality of web page owners;	 <p>[DR037478- DR037479].</p> <p>DRSSS_4[DR026695-729] (showing agreement and fax communications between DR and Mitek regarding selling Mitek software on Cyber411, dtpdirect, winiste, 21softwaredrive, and other sites).</p> <p>[DR026737-57] (Setting out commission rates for sale of products from software publishers through "3rd Party Hosts," DR, or DTP websites). See also [DR074637-074669].</p> <p>The database is also designed to allow different points of entry, for example, a consumer</p>

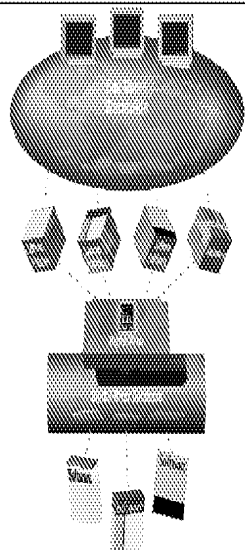
Claim No.	Claim Language of U.S. Patent No. 7,818,399	Digital River Secure Sales System
		<p>might visit a software publisher's site. When this person wants to make a purchase, a link from the developer to Digital River's server shows the customer just that publisher's products. On the other hand, visitors to a retailer site will be able to view all the titles that retailer sells. In this way, Digital River can slice and dice the database to serve a variety of customers.</p> <p>[DFNDT 0005205] <i>Digital River Plans An IPO This Year</i>, St. Paul Pioneer Press (Tuesday, April 28, 1998).</p>
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	 <p>"After clicking on the "Buy Button", the end-user is transferred to a Web store hosted on Digital River's commerce network server ("CNS"), which replicates the look and feel of the client Web site." [DR037478-79].</p>

Claim No.	Claim Language of U.S. Patent No. 7,818,399	Digital River Secure Sales System
		<p>[DR037479].</p>  <p>August 11, 1998 Prospectus at 2 [DR074557-074636].</p> <p>"Vendor's Delivery Obligations. a. Initial Deliverables. . . . Vendor will provide Electronic Distributor with . . . (v) hypertext link to <a href="http://www.digitalriver.com">www.digitalriver.com</a> in the Vendor's World Wide Web home page. . . ." <i>Electronic Software Distribution Agreement</i> between Digital River and Auto F/X Corp. dated July 18, 1996; [DR000013-21]; see also e.g., <i>Email from Digital River to Auto F/X</i>, dated September 26, 1997;</p>

Comparison of U.S. Patent No. 7,818,399 and Digital River Secure Sales System Prior Art

Claim No.	Claim Language of U.S. Patent No. 7,818,399	Digital River Secure Sales System
		<p>[DR000033] ("The URL for the Auto FX site is at the bottom of this email.");</p> <p>"Bitstream Fonts Online!" hypertext link                      ("&lt;A HREF=<a href="http://www2.digitalriver.com/bit/index.html">http://www2.digitalriver.com/bit/index.html</a>&gt;Bitstream fonts online!&lt;A&gt;"); <i>Bitstream.com Home Page</i>, <a href="http://web.archive.org/web/19970117165233/http://www.bitstream.com/">http://web.archive.org/web/19970117165233/http://www.bitstream.com/</a>; [DR000034-38];</p> <p>"Shop Online" hypertext link; <i>Seattle Support Group Home Page</i>, <a href="http://www.ssgpr.com">www.ssgpr.com</a>; [DR000039-50];</p> <p>"Welcome to 1stSoftware" hypertext link                      ("&lt;a href=<a href="http://www.digitalriver.com/dr/v2/ec_MAIN.Entry?SID=1285&amp;SP=10007&amp;CID=0">http://www.digitalriver.com/dr/v2/ec_MAIN.Entry?SID=1285&amp;SP=10007&amp;CID=0</a>&gt;GATEOFF&lt;b&gt;&lt;font size=+2&gt;Welcome to 1stSoftware&lt;/font&gt;&lt;/b&gt;&lt;/a&gt;"); [DR000051-54]; and                      "purchase QFX on the web" hypertext link ("A href=<a href="http://www3.digitalriver.com/cgi-bin/tango.cgi/digitalriver/sscot/welcome.qry?">http://www3.digitalriver.com/cgi-bin/tango.cgi/digitalriver/sscot/welcome.qry?</a>");</p> <p><i>QFX Home Page</i>, <a href="http://web.archive.org/web/19970707093153/www.qfx.com/frmain.html">http://web.archive.org/web/19970707093153/www.qfx.com/frmain.html</a>; [DR000055-62];</p> <p>[DR026692];</p> <p>[DR026693]; and</p> <p>[DR026694].</p>

Comparison of U.S. Patent No. 7,818,399 and Digital River Secure Sales System Prior Art

Claim No.	Claim Language of U.S. Patent No. 7,818,399	Digital River Secure Sales System
1(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;	 <p>[DR037478- DR037479].</p> <p>[DR026695-729] (showing agreement and fax communications between DR and Mitek regarding selling Mitek software on Cyber411, dtpdirect, winsite, 21softwaredrive, and other sites).</p> <p>[DR026737-57] (Setting out commission rates for sale of products from software publishers through "3<sup>rd</sup> Party Hosts," DR, or DTP websites). See also [DR074637-074669].</p> <p>The database is also designed to allow different points of entry, for example, a consumer</p>

Comparison of U.S. Patent No. 7,818,399 and Digital River Secure Sales System Prior Art

Claim No.	Claim Language of U.S. Patent No. 7,818,399	Digital River Secure Sales System
		<p>might visit a software publisher's site. When this person wants to make a purchase, a link from the developer to Digital River's server shows the customer just that publisher's products. On the other hand, visitors to a retailer site will be able to view all the titles that retailer sells. In this way, Digital River can slice and dice the database to serve a variety of customers.</p> <p>[DFNDT 0005205] <i>Digital River Plans An IPO This Year</i>, St. Paul Pioneer Press (Tuesday, April 28, 1998).</p>
1(b)	automatically retrieving from a storage coupled to the server pre stored data associated with the source page; and then	<p>Flow chart depicting "The Digital River Internet Ordering System (StoryBoard Overview)" and stating "[a]ll ISV and Dealer pages are located on the Digital River Server." [DR000007-12].</p> <p>Flow chart depicting "Level 1" and stating that depicted ISV and Dealer pages "will actually be built 'on-the-fly' as users arrive from various ISV and Dealer web pages using database image and content values . . . The user will be presented with a page on the Digital River Server that is similar in feel to the ISV or Dealer page." [DR000007-12].</p> <p>"Vendor's Delivery Obligations. a. Initial Deliverables. . . Vendor will provide Electronic Distributor with . . . (v) all the items and materials specified in the 'Requirements Checklist' on Exhibit A . . . Exhibit A . . . II Requirements Checklist. . . 7) Trademarks/logos (gif file). <i>Electronic Software Distribution Agreement</i> between Digital River and Auto F/X Corp. dated July 18, 1996; [DR000013-21]; see also e.g., <i>Email from root to fplst@digitalriver.com</i>, dated October 19, 1997; [DR000022] (example of Digital River client "FTP upload notification").</p> <p>"Adobe's customers will be able to access Adobe products at maximum bandwidth from multiple FTP servers." <i>Internet Commerce Services Proposal for Adobe</i>, July 25, 1996; [DR000005-6].</p> <p>"Digital River's Proposed Solution Digital River will manage MathSoft's online store and work with MathSoft's current staff to integrate purchasing options throughout the entire web site to enable customers to purchase products more easily. We will develop all commerce pages using MathSoft's branding and color schemes in an effort to remain as transparent as possible." <i>Digital River Proposal To Mathsoft, Inc.</i>; [DR000023-25]at 2 (emphasis original).</p> <p>"Development - the development of an easy to use online store is done by DR [Digital River] to fit the look</p>

Comparison of U.S. Patent No. 7,818,399 and Digital River Secure Sales System Prior Art

Claim No.	Claim Language of U.S. Patent No. 7,818,399	Digital River Secure Sales System
		<p>and feel of your home web site at no cost. DR will incorporate your color schemes, logos and general feel in an attempt to remain as transparent as possible.</p> <p><b>Maintenance of the online store</b> - DR gives you two options in the maintenance of your store. First, you have access to your Account Development Manager to make changes to your site. These may include pricing changes, product additions or deletions, or just a change in the look or flow of the site which may increase revenues. Your second option is to make 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).</p> <p><i>Welcome to Bitstream, Inc.</i>, <a href="http://web.archive.org/web/19961019044742/www2.digitalriver.com/bit/index.html">http://web.archive.org/web/19961019044742/www2.digitalriver.com/bit/index.html</a>; and as reconstructed inserting referenced .gif files; [DR000028-31]; [DR000032];</p> <p>"Vendor's Delivery Obligations. a. Initial Deliverables. . . Vendor will provide Electronic Distributor with . . . (iv) hypertext link to <a href="http://www.digitalriver.com">www.digitalriver.com</a> in the Vendor's World Wide Web home page . . ." <i>Electronic Software Distribution Agreement</i> between Digital River and Auto F/X Corp. dated July 18, 1996; [DR000013-21]; see also e.g., <i>Email from Digital River to Auto FX</i>, dated September 26, 1997; [DR000033] ("The URL for the Auto FX site is at the bottom of this email.");</p> <p>"Bitstream Fonts Online!" hypertext link                      ("&lt;A HREF=<a href="http://www2.digitalriver.com/bit/index.html">http://www2.digitalriver.com/bit/index.html</a>&gt;Bitstream fonts online!&lt;A&gt;"); <i>Bitstream.com Home Page</i>, <a href="http://web.archive.org/web/19970117165233/http://www.bitstream.com/">http://web.archive.org/web/19970117165233/http://www.bitstream.com/</a>; [DR000034-38];</p> <p>"Shop Online" hypertext link; <i>Seattle Support Group Home Page</i>, <a href="http://www.ssgpr.com">www.ssgpr.com</a>; [DR000039-50];</p> <p>"Welcome to 1stSoftware" hypertext link                      ("&lt;a href=<a href="http://www.digitalriver.com/dr/v2/ec_MAIN.Entry?SID=1285&amp;SP=10007&amp;CID=0">http://www.digitalriver.com/dr/v2/ec_MAIN.Entry?SID=1285&amp;SP=10007&amp;CID=0</a>&gt;GATEOFF&lt;b&gt;&lt;font size=+2&gt;Welcome to 1stSoftware&lt;/font&gt;&lt;/b&gt;&lt;/a&gt;"); [DR000051-54];</p> <p>"purchase QFX on the web" hypertext link ("A href=<a href="http://www3.digitalriver.com/cgi-bin/tango.cgi/digitalriver/sscot/welcome.qry?">http://www3.digitalriver.com/cgi-bin/tango.cgi/digitalriver/sscot/welcome.qry?</a>"); <i>QFX Home Page</i>, <a href="http://web.archive.org/web/19970707093153/www.qfx.com/frmain.html">http://web.archive.org/web/19970707093153/www.qfx.com/frmain.html</a>; [DR000055-62];</p>

Claim No.	Claim Language of U.S. 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 Bistream stored on DR server).

Claim No.	Claim Language of U.S. Patent No. 7,818,399	Digital River Secure Sales System
1(c)	automatically with the server computer generating and transmitting to the web browser a second web page that includes:	<p>"After clicking on the "Buy Button", the end-user is transferred to a Web store hosted on Digital River's commerce network server ("CNS"), which replicates the look and feel of the client Web site." [DR037478-DR037479].</p>

Claim No.	Claim Language of U.S. Patent No. 7,818,399	Digital River Secure Sales System
		<p>August 11, 1998 Prospectus at 2 [DR074557-074636].</p> <p><b>"Extending your selling environment</b> Better yet, the entire transaction takes place in the selling environment you've created, surrounded by the look and feel of your identity, with your products presented the way you want them presented, with no competition. Your customers simply hit the purchase icon at your site and the whole process unfolds smoothly. There's no sensation of being suddenly hustled off to another location. Your customers won't end up at some foreign-looking page where they have to hunt to find your product. You can even prompt customers to purchase additional products, for instance printed</p>

Claim No.	Claim Language of U.S. Patent No. 7,818,399	Digital River Secure Sales System
		<p>manuals or more of your software. And it all takes place during a single purchase process. Digital River has created seamless continuity."</p> <p><i>Digital River - Secure Encrypted Software Distribution,</i>  <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).</p> <p>"Digital River's Secure Sales System (SSS) brings together software manufacturers and dealers enabling them to sell and deliver product via the Internet. This service will provide all digital delivery, security, collections and reporting of the sale of software. Throughout this process it will appear to the consumer as if the transaction is being processed by the manufacturer or dealer while Digital River SSS is handling the whole transaction "behind the scenes." [sic]</p> <p><i>Digital River - Secure Encrypted Software Distribution,</i>  <a href="http://web.archive.org/web/19970412100754/http://www.digitalriver.com/">http://web.archive.org/web/19970412100754/http://www.digitalriver.com/</a>; [DR000001-2].</p> <p>"Digital River will develop and manage an online store for IMSI for the purpose of offering MasterClips products for sale on the <a href="http://www.masterclips.com">www.masterclips.com</a> web site. These products will include: up to 300,000 MasterClips images and clipart, 40,000 images under license from Corel and assorted applications from the IMSI selection of software. This store will be designed to mirror the look and feel of <a href="http://www.masterclips.com">www.masterclips.com</a> and will contain a complete commerce system for online product delivery." <i>IMSI/Digital River Online Store for Masterclips Products Software Superstore linked to www.masterclips.com</i>, dated December 16, 1997; [DR000063-64].</p> <p>"[W]e provide an electronic commerce solution for your website. We emulate the look and feel of your site so an end-user can come in and pay for product via a secure credit card solution and download the product directly." <i>Letter from Digital River to Kathy Haynes of Traveling Software</i>, dated September 11, 1997; [DR000065].</p> <p><b>"Consistent Look and Feel between Store and Home Site</b> Customers will have the ability to click a 'buy button' from any number of places within <a href="http://www.ea.com">www.ea.com</a> and will be linked to a complete store, or a specific product detail page. All of the Commerce pages will carry the branding, look and feel of <a href="http://www.ea.com">www.ea.com</a>. This consistent look and feel is essential to a smooth customer experience, and will promote high conversion ratios.</p>

Comparison of U.S. Patent No. 7,818,399 and Digital River Secure Sales System Prior Art

Claim No.	Claim Language of U.S. Patent No. 7,818,399	Digital River Secure Sales System
		<p>For every product page within <a href="http://www.ea.com">www.ea.com</a>, Digital River can provide EA with specific URL's for direct product links. This will allow users to shop direction on <a href="http://www.ea.com">www.ea.com</a>, and have the ability to purchase product at any time. The page presented will have a single produce listed, and will be linked directly to the shopping basket. For an example of such a product page, please refer to Figure 2 [sic].</p> <p>In addition, Digital River will develop an online store featuring all of EA's products. Like the current EA Store, users can search by product category, key words, or platform. Product specials or new products can be featured on the front page of this store to provide for greater attention. For an example of how the EA Store might look, please refer to Figure 2." <i>Digital River Proposal Summary</i>, April 29, 1998; [DR000066-72] (emphasis original).</p> <p>"Using its CNS platform, the Company creates Web stores for its clients that replicate the look and feel of such client's own Web sites. End-users browse for products and make purchases online, and, once purchases are made, the Company delivers the products directly to the end-users, primarily through ESD." BancAmerica, <i>Digital River, Inc., Initiating Coverage of Emerging Software E-Business Franchise</i>, September 8, 1998; [DR000073-79].</p> <p>As explained above, the specific elements contained on the e-commerce supported web pages corresponding to the captured "look and feel description" of the host (client) website vary based upon the look and feel of the host website. Such elements utilized in the Digital River SSS process include: top banners utilizing host logos and/or names, and hypertext links to host webpages; left side navigation buttons; footers utilizing host logos and/or names, hypertext links to host webpages, and copyright notices; color schemes consistent with those utilized in host websites, including background, font, and graphics color schemes; and page layout consistent with host website. Examples of the use of such elements include:</p> <p><i>Welcome to Bitstream, Inc.</i>, <a href="http://web.archive.org/web/19961019044742/www2.digitalriver.com/bit/index.htm">http://web.archive.org/web/19961019044742/www2.digitalriver.com/bit/index.htm</a>; and as reconstructed inserting referenced .gif files; [DR000028-31], [DR000032]; see also <i>Facsimile from Andrea Rizzo of Bitstream, Inc.</i>, dated January 24, 1997; [DR000080-86] (forwarding copies of individual Digital River maintained pages for Bitstream online ordering system);</p> <p><i>Seattle Support Group</i>, <a href="http://www.digitalriver.com/digitalriver/Welcome.qry?type=1&amp;id=1001">http://www.digitalriver.com/digitalriver/Welcome.qry?type=1&amp;id=1001</a>; and <a href="http://www.digitalriver.com/digitalriver/insertitem.qry?function=insert&amp;item=CDPLV1-TOTW">http://www.digitalriver.com/digitalriver/insertitem.qry?function=insert&amp;item=CDPLV1-TOTW</a>;</p>

Comparison of U.S. Patent No. 7,818,399 and Digital River Secure Sales System Prior Art

Claim No.	Claim Language of U.S. Patent No. 7,818,399	Digital River Secure Sales System
		<p>[DR000039-50] (Correspondence from Yasuo Noshiro, dated August 2, 1996);</p> <p><i>I<sup>st</sup> Software</i>, <a href="http://www3.digitalriver.com/cgi-bin...A1&amp;UserReference=88DE7E7C7E9BB083A">http://www3.digitalriver.com/cgi-bin...A1&amp;UserReference=88DE7E7C7E9BB083A</a>; [DR000087-88];</p> <p><i>Rom Scott, Inc. Software Store</i>, <a href="http://www.digitalriver.com/dr/v2/ec_MAIN.Entry10?PN=1&amp;SP=10023&amp;V1=10295">http://www.digitalriver.com/dr/v2/ec_MAIN.Entry10?PN=1&amp;SP=10023&amp;V1=10295</a>; [DR000089];</p> <p><i>Arrow Publishing Software Store</i>, <a href="https://www.digitalriver.com/v2...c_MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-">https://www.digitalriver.com/v2...c_MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-</a>; [DR000090];</p> <p><i>DTP Direct Software Store</i>, <a href="https://www.digitalriver.com/dr...e_MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-">https://www.digitalriver.com/dr...e_MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-</a>; [DR000091];</p> <p><i>Integratech Software Software Store</i>, <a href="https://www.digitalriver.com/v2...c_Main.Entry9?SP=10039&amp;PN=1&amp;sl=-">https://www.digitalriver.com/v2...c_Main.Entry9?SP=10039&amp;PN=1&amp;sl=-</a>; [DR000092];</p> <p><i>Innovation Multimedia Software Store</i>, <a href="https://www.digitalriver.com/v2...c_MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-">https://www.digitalriver.com/v2...c_MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-</a>; [DR000093];</p> <p><i>Zask Software Store</i>, <a href="http://www3.digitalriver.com/cgi-bin...C958CCE254093&amp;function=search_prod">http://www3.digitalriver.com/cgi-bin...C958CCE254093&amp;function=search_prod</a>; [DR000094];</p> <p><i>North Beach Labs Software Store</i>, <a href="http://www.digitalriver.com/dr/v2/ec_MAIN.Entry?SP=10007&amp;CID=0&amp;SID=66">http://www.digitalriver.com/dr/v2/ec_MAIN.Entry?SP=10007&amp;CID=0&amp;SID=66</a>; [DR000095];</p> <p><i>Welcome to Blue Byte Software, Inc. Ordering System</i>, <a href="http://www3.digitalriver.com/cgi-bin/Tango.cgi/esd/Blubyte/welcome.qry">http://www3.digitalriver.com/cgi-bin/Tango.cgi/esd/Blubyte/welcome.qry</a>; [DR000096-97];</p> <p><i>Auto FAX Corporation Software Store</i>, <a href="http://www.digitalriver.com/dr/v2/ec_main.entry?sp=10007&amp;cid=0&amp;sid=29">http://www.digitalriver.com/dr/v2/ec_main.entry?sp=10007&amp;cid=0&amp;sid=29</a>; [DR000098-100];</p> <p><i>SFS Software Software Store</i>.</p>

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		<p><a href="http://www.digitalriver.com/dr/v2/ec_MAIN.Entry10?PN=1&amp;SP=10023&amp;V1=10952">http://www.digitalriver.com/dr/v2/ec_MAIN.Entry10?PN=1&amp;SP=10023&amp;V1=10952</a>; [DR000101];</p> <p><i>Sapient Software Software Store</i>, <a href="http://www.digitalriver.com/dr/v2/ec_MAIN.Master">http://www.digitalriver.com/dr/v2/ec_MAIN.Master</a>; [DR000102-103];</p> <p><i>Buycomp.com</i>, <a href="http://www.digitalriver.com/dr/v2/ec_MAIN.Entry10?V1=10029&amp;PN=1&amp;cid=5452">http://www.digitalriver.com/dr/v2/ec_MAIN.Entry10?V1=10029&amp;PN=1&amp;cid=5452</a>; [DR000104-111];</p> <p><i>DTP Direct</i>, <a href="http://www4.digitalriver.com/cgi-bin/Tango2.cgi/dealer/dtpdirect/home.qry?id=1020&amp;level=-">http://www4.digitalriver.com/cgi-bin/Tango2.cgi/dealer/dtpdirect/home.qry?id=1020&amp;level=-</a>; [DR000112];</p> <p><i>Lucia Font Family</i>, <a href="http://www3.digitalriver.com/cgi-bin/Tango3.cgi/digitalriver/yandyseetail.qry?set=Lucia2">http://www3.digitalriver.com/cgi-bin/Tango3.cgi/digitalriver/yandyseetail.qry?set=Lucia2</a>; [DR000113-115];</p> <p><i>Digital River Proposal Summary</i>, April 29, 1998, Figures 1, 2; [DR000066-72];</p> <p><i>MICROPROSE</i>; [DR001002-1003];</p> <p><a href="http://www.digitalriver.com/dr/v2...IN.Entry10?SP=10023&amp;PN=1&amp;V1=101760">http://www.digitalriver.com/dr/v2...IN.Entry10?SP=10023&amp;PN=1&amp;V1=101760</a>; [DR001247];</p> <p><i>Adapteq, Inc.</i>, <a href="http://www.digitalriver.com/dr/v2/ec_main.entry?sid=6734&amp;sp=10007&amp;cid=0">http://www.digitalriver.com/dr/v2/ec_main.entry?sid=6734&amp;sp=10007&amp;cid=0</a>; [DR002313];</p> <p><i>Sapient Software</i>, <a href="http://www.digitalriver.com/dr/v2/ec_MAIN.Master">http://www.digitalriver.com/dr/v2/ec_MAIN.Master</a>; [DR011752-11753];</p> <p><i>SFS Software</i>, <a href="http://www.digitalriver.com/dr/v2/ec_MAIN.Entry10?PN=1&amp;SP=10023&amp;V1=10952">http://www.digitalriver.com/dr/v2/ec_MAIN.Entry10?PN=1&amp;SP=10023&amp;V1=10952</a>; [DR011948];</p> <p><i>Ostis Software</i>; <a href="https://www.digitalriver.com/dr/v2/ec_MAIN.Entry11?SP=10039&amp;PN=1">https://www.digitalriver.com/dr/v2/ec_MAIN.Entry11?SP=10039&amp;PN=1</a>; [DR012171];</p> <p><i>Net Nammy</i>; <a href="https://www.digitalriver.com/v2...c_MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-">https://www.digitalriver.com/v2...c_MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-</a>; [DR012399];</p> <p><i>Nesbitt Software Corporation</i>, <a href="http://www.digitalriver.com/dr/v2/ec_MAIN.Master">http://www.digitalriver.com/dr/v2/ec_MAIN.Master</a>; [DR012486-12487];</p> <p><i>Sunbow International, Inc.</i>;</p>

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		<p><a href="http://www.digitalriver.com/dr/v2/ec_MAIN.Entry10?PN=1&amp;SP=10023&amp;V1=19980">http://www.digitalriver.com/dr/v2/ec_MAIN.Entry10?PN=1&amp;SP=10023&amp;V1=19980</a>; [DR012586];</p> <p><i>Tympani Development</i>, <a href="http://www4.digitalriver.com/digitalriver/tympani/basket.htm">http://www4.digitalriver.com/digitalriver/tympani/basket.htm</a>; [DR013400-13401]; [DR013404-13410];</p> <p><i>Valley of Fire Software</i>, <a href="http://www.digitalriver.com/dr/v2/ec_MAIN.Entry11?SP=10039&amp;PN=1">http://www.digitalriver.com/dr/v2/ec_MAIN.Entry11?SP=10039&amp;PN=1</a>; [DR013718-13720];</p> <p><i>Virtus Corporation</i>, <a href="http://www4.digitalriver.com/cgi-bin/Tango.cgi/digitalriver/virtus/welcome.qry">http://www4.digitalriver.com/cgi-bin/Tango.cgi/digitalriver/virtus/welcome.qry</a>; [DR013998-14003]; [DR014005-14007];</p> <p><i>Jan's Journeys</i>, <a href="http://www3.digitalriver.com/cgi-bin/Tango.cgi/esd/Webering/insertitem.qry?_UserReference=-">http://www3.digitalriver.com/cgi-bin/Tango.cgi/esd/Webering/insertitem.qry?_UserReference=-</a>; [DR014211];</p> <p><i>Wheeler Arts</i>, <a href="http://www.digitalriver.com/dr/v2/ec_MAIN.Entry?SID=748&amp;SP=10007&amp;CID=0">http://www.digitalriver.com/dr/v2/ec_MAIN.Entry?SID=748&amp;SP=10007&amp;CID=0</a>; [DR014452-14453];</p> <p><i>Whirlwind Technologies</i>, <a href="http://www3.digitalriver.com/cgi-bin...digitalriver/whirlwind/welcome.qry">http://www3.digitalriver.com/cgi-bin...digitalriver/whirlwind/welcome.qry</a>; [DR014553-14555];</p> <p><i>Wilson Learning Corporation</i>, <a href="https://www.digitalriver.com/dr/v2/ec_MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-">https://www.digitalriver.com/dr/v2/ec_MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-</a>; [DR014746-14747];</p> <p><i>Wilson Learning Corporation</i>, <a href="https://www.digitalriver.com/dr/v2/ec_MAIN.Entry11?SP=10039&amp;PN=1">https://www.digitalriver.com/dr/v2/ec_MAIN.Entry11?SP=10039&amp;PN=1</a>; [DR014794];</p> <p><i>Cyber 411</i>, <a href="http://www3.digitalriver.com/cgi-bin...2AC16A60DCD29&amp;function=search_prod">http://www3.digitalriver.com/cgi-bin...2AC16A60DCD29&amp;function=search_prod</a>; [DR015415];</p> <p><i>Encore Multimedia</i>, <a href="https://www.digitalriver.com/v2...c_MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-">https://www.digitalriver.com/v2...c_MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-</a>; [DR015956];</p> <p><i>Extensis PhotoTools</i>, <a href="http://www3.digitalriver.com/cgi-bin...SFAA5AEAB59B66B0&amp;detail=-phototools">http://www3.digitalriver.com/cgi-bin...SFAA5AEAB59B66B0&amp;detail=-phototools</a>; [DR016261-16268]; [DR016300-16305];</p>

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		<p><i>Peach Systems</i>, <a href="http://www.digitalriver.com/dr/v2/ec_MAIN.Entrv10?PN=1&amp;SP=10023&amp;v1=114/9;">http://www.digitalriver.com/dr/v2/ec_MAIN.Entrv10?PN=1&amp;SP=10023&amp;v1=114/9;</a> [DR016499];</p> <p><i>Peak Technology Ltd.</i>, <a href="http://www.digitalriver.com/v20/plsq/ec_Main.Entrv?SP=10007&amp;SID=15008&amp;CID=0;">http://www.digitalriver.com/v20/plsq/ec_Main.Entrv?SP=10007&amp;SID=15008&amp;CID=0;</a> [DR016550-16552];</p> <p><i>PIM Sarl</i>, <a href="https://www.digitalriver.com/dr/v2/ec_MAIN.Entrv1?SP=10039&amp;PN=1;">https://www.digitalriver.com/dr/v2/ec_MAIN.Entrv1?SP=10039&amp;PN=1;</a> [DR016751; DR016754-16755];</p> <p><i>PY Software, Inc.</i>, <a href="http://www.digitalriver.com/dr/v2/ec_MAIN.Entrv10?PN=1&amp;SP=10023&amp;v1=20061;">http://www.digitalriver.com/dr/v2/ec_MAIN.Entrv10?PN=1&amp;SP=10023&amp;v1=20061;</a> [DR017056];</p> <p><i>RBC, Inc.</i>, <a href="https://www.digitalriver.com/v2...c_MAIN.Entrv?SP=10039&amp;PN=1&amp;sl=-">https://www.digitalriver.com/v2...c_MAIN.Entrv?SP=10039&amp;PN=1&amp;sl=-</a>; [DR017278];</p> <p><i>JP Software, Inc.</i>, <a href="http://www3.digitalriver.com/cgi-bin/Tango.cgi/digitalriver/insoft/welcome.ary;">http://www3.digitalriver.com/cgi-bin/Tango.cgi/digitalriver/insoft/welcome.ary;</a> [DR018176];</p> <p><i>Sonera Technologies</i>, <a href="http://www3.digitalriver.com/cgi-bin/Tango6.cgi/esd/sonera/welcome.ary;">http://www3.digitalriver.com/cgi-bin/Tango6.cgi/esd/sonera/welcome.ary;</a> [DR018642];</p> <p><i>DisplayMate for Windows</i>, <a href="http://www3.digitalriver.com/cgi-bin/Tango...erence=2BD41D0878A00990&amp;prod=STD-60001-A1;">http://www3.digitalriver.com/cgi-bin/Tango...erence=2BD41D0878A00990&amp;prod=STD-60001-A1;</a> [DR018643];</p> <p><i>Southern Software, Inc.</i>, <a href="http://www.digitalriver.com/dr/v2/ec_MAIN.Entrv10?PN=1&amp;SP=10023&amp;v1=19052;">http://www.digitalriver.com/dr/v2/ec_MAIN.Entrv10?PN=1&amp;SP=10023&amp;v1=19052;</a> [DR018660];</p> <p><i>Spectrum Unlimited</i>, <a href="http://www.digitalriver.com/dr/v2/ec_Main.Entrv?SP=10007&amp;SID=399&amp;CID=0&amp;CUR=840;">http://www.digitalriver.com/dr/v2/ec_Main.Entrv?SP=10007&amp;SID=399&amp;CID=0&amp;CUR=840;</a> [DR019032];</p> <p><i>Cat Computer Services (P) Ltd.</i>,</p>

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		<p><a href="https://www.digitalriver.com/v2...c_MAIN.Entrv?SP=10039&amp;PN=1&amp;sl=-">https://www.digitalriver.com/v2...c_MAIN.Entrv?SP=10039&amp;PN=1&amp;sl=-</a>; [DR019161];</p> <p><i>Cloud Dragon Designs</i>, <a href="http://www.digitalriver.com/v20...IN.Entrv1?sp=10007&amp;PN=1&amp;xid=57;">http://www.digitalriver.com/v20...IN.Entrv1?sp=10007&amp;PN=1&amp;xid=57;</a> [DR019348];</p> <p><i>Cloud Dragon Designs</i>, <a href="http://www3.digitalriver.com/cgi-bin/Ta...ence=EECF0FF7BC4E7715&amp;function=continue;">http://www3.digitalriver.com/cgi-bin/Ta...ence=EECF0FF7BC4E7715&amp;function=continue;</a> [DR019354-19357];</p> <p><i>QRSMusic</i>, <a href="https://www.digitalriver.com/v2...c_MAIN.Entrv?SP=10039&amp;PN=1&amp;sl=-">https://www.digitalriver.com/v2...c_MAIN.Entrv?SP=10039&amp;PN=1&amp;sl=-</a>; [DR020394];</p> <p><i>QRSMusic</i>, <a href="http://www3.digitalriver.com/cgi-bin/Tango.cgi/esd/QRSMusic/welcome.ary?">http://www3.digitalriver.com/cgi-bin/Tango.cgi/esd/QRSMusic/welcome.ary?</a> [DR020395-20398];</p> <p><i>PHD Computer Consultants Ltd.</i>, <a href="https://www.digitalriver.com/dr/v2/ec_main.entry?sp=10007&amp;cid=0&amp;sid=237;">https://www.digitalriver.com/dr/v2/ec_main.entry?sp=10007&amp;cid=0&amp;sid=237;</a> [DR020584];</p> <p><i>ParaMind</i>, <a href="http://www.digitalriver.com/v2...c_MAIN.Entrv?SP=10039&amp;PN=1&amp;sl=-">http://www.digitalriver.com/v2...c_MAIN.Entrv?SP=10039&amp;PN=1&amp;sl=-</a>; [DR020638];</p> <p><i>Cyber 411</i>, <a href="http://www3.digitalriver.com/cgi-b...2AC16A60DC29&amp;function=search_prod;">http://www3.digitalriver.com/cgi-b...2AC16A60DC29&amp;function=search_prod;</a> [DR020696];</p> <p><i>Fixed It! Software</i>, <a href="https://www.digitalriver.com/v2...c_MAIN.Entrv?SP=10039&amp;PN=1&amp;sl=-">https://www.digitalriver.com/v2...c_MAIN.Entrv?SP=10039&amp;PN=1&amp;sl=-</a>; [DR020730];</p> <p><i>Forward Design</i>, <a href="https://www.digitalriver.com/v2...c_MAIN.Entrv?SP=10039&amp;PN=1&amp;sl=-">https://www.digitalriver.com/v2...c_MAIN.Entrv?SP=10039&amp;PN=1&amp;sl=-</a>; [DR020807];</p> <p><i>Global Majic Software, Inc.</i>, <a href="http://www3.digitalriver.com/cgi-bin/Tango.cgi/digitalriver/gms/welcome.ary;">http://www3.digitalriver.com/cgi-bin/Tango.cgi/digitalriver/gms/welcome.ary;</a> [DR020915-20916];</p> <p><i>Global Majic Software, Inc.</i>, <a href="https://www.digitalriver.com/v20/plsq/ec_Main.Entrv?SP=10039&amp;PN=1&amp;sl=-">https://www.digitalriver.com/v20/plsq/ec_Main.Entrv?SP=10039&amp;PN=1&amp;sl=-</a>; [DR020931]</p> <p><i>Global Majic Software, Inc.</i>, <a href="http://www.digitalriver.com/v20...IN.Entrv?SID=129&amp;SP=10007&amp;CID=0;">http://www.digitalriver.com/v20...IN.Entrv?SID=129&amp;SP=10007&amp;CID=0;</a></p>

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		<p>[DR020932-20933];</p> <p><i>IDM Computer Services</i>, <a href="https://www.digitalriver.com/v2...c_MAIN.Entrv?SP=10039&amp;PN=1&amp;sl=-">https://www.digitalriver.com/v2...c_MAIN.Entrv?SP=10039&amp;PN=1&amp;sl=-</a>; [DR021425];</p> <p><i>Incline Software, LC</i>, <a href=".../ec_MAIN.Entrv?SP=10007&amp;SID=30196&amp;CID=0&amp;CUR=840&amp;DSP=0&amp;PGRP=0&amp;CACHE_ID;">.../ec_MAIN.Entrv?SP=10007&amp;SID=30196&amp;CID=0&amp;CUR=840&amp;DSP=0&amp;PGRP=0&amp;CACHE_ID;</a> [DR021508];</p> <p><i>Innovation Multimedia</i>, <a href="https://www.digitalriver.com/v2...c_MAIN.Entrv?SP=10039&amp;PN=1&amp;sl=-">https://www.digitalriver.com/v2...c_MAIN.Entrv?SP=10039&amp;PN=1&amp;sl=-</a>; [DR021688];</p> <p><i>Intelligent Technologies</i>, <a href="https://www.digitalriver.com/v2...c_MAIN.Entrv?SP=10039&amp;PN=1&amp;sl=-">https://www.digitalriver.com/v2...c_MAIN.Entrv?SP=10039&amp;PN=1&amp;sl=-</a>; [DR021824];</p> <p><i>InterDimensions Corp.</i>, <a href="https://www.digitalriver.com/v2...c_MAIN.Entrv?SP=10039&amp;PN=1&amp;sl=-">https://www.digitalriver.com/v2...c_MAIN.Entrv?SP=10039&amp;PN=1&amp;sl=-</a>; [DR021884];</p> <p><i>IrwinWare</i>, <a href="http://www.digitalriv.../ec_MAIN.Entrv17c?SP=10007&amp;PN=5&amp;CID=0&amp;SID=546&amp;PID=24147;">http://www.digitalriv.../ec_MAIN.Entrv17c?SP=10007&amp;PN=5&amp;CID=0&amp;SID=546&amp;PID=24147;</a> [DR021996];</p> <p><i>Olympus America, Inc.</i>, <a href="http://www.digitalriver.com/dr/v2/ec_MAIN.Entrv?SP=10007&amp;SID=64&amp;CID=0;">http://www.digitalriver.com/dr/v2/ec_MAIN.Entrv?SP=10007&amp;SID=64&amp;CID=0;</a> [DR022112-22116];</p> <p><i>Omnibus Typografi</i>, <a href="http://www.digitalriver.com/dr/v2/ec_Main.Entrv?SID=405&amp;SP=10007&amp;CID=0;">http://www.digitalriver.com/dr/v2/ec_Main.Entrv?SID=405&amp;SP=10007&amp;CID=0;</a> [DR022212];</p> <p><i>Open Window Software</i>, <a href="https://www.digitalriver.com/v2...c_MAIN.Entrv?SP=10039&amp;PN=1&amp;sl=-">https://www.digitalriver.com/v2...c_MAIN.Entrv?SP=10039&amp;PN=1&amp;sl=-</a>; [DR022232];</p> <p><i>FileStream.com, Inc.</i>, <a href="http://www.digitalriv.../ec_MAIN.Entrv17c?SP=10007&amp;PN=5&amp;CID=0&amp;SID=124&amp;PID=18660;">http://www.digitalriv.../ec_MAIN.Entrv17c?SP=10007&amp;PN=5&amp;CID=0&amp;SID=124&amp;PID=18660;</a> [DR022291];</p>

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		<p><i>FileStream.com, Inc.</i>, <a href="http://www.digitalriv.../ec_MAIN.Entrv17c?SP=10007&amp;PN=5&amp;CID=0&amp;SID=124&amp;PID=18267;">http://www.digitalriv.../ec_MAIN.Entrv17c?SP=10007&amp;PN=5&amp;CID=0&amp;SID=124&amp;PID=18267;</a> [DR022295-22296];</p> <p><i>Parthenon Development Corp.</i>, <a href="https://www.digitalriver.com/dr/v2/ec_MAIN.Entrv1?SP=10039&amp;PN=1;">https://www.digitalriver.com/dr/v2/ec_MAIN.Entrv1?SP=10039&amp;PN=1;</a> [DR022379];</p> <p><i>DTP Direct</i>, <a href="https://www.digitalriver.com/dr/v2/ec_MAIN.Entrv1?SP=10039&amp;PN=1;">https://www.digitalriver.com/dr/v2/ec_MAIN.Entrv1?SP=10039&amp;PN=1;</a> [DR022396];</p> <p><i>KH Software Development</i>, <a href="http://www.digitalriver.com/dr/v2...10007&amp;PN=5&amp;CID=0&amp;SID=912&amp;PID=20301;">http://www.digitalriver.com/dr/v2...10007&amp;PN=5&amp;CID=0&amp;SID=912&amp;PID=20301;</a> [DR022595];</p> <p><i>KnoWare, Inc.</i>, <a href="wysiwyg/178/https://www.digitalr.../v2/ec_MAIN.Entrv1?SP=10039&amp;PN=1;">wysiwyg/178/https://www.digitalr.../v2/ec_MAIN.Entrv1?SP=10039&amp;PN=1;</a> [DR022645];</p> <p><i>KnoWare, Inc.</i>, <a href="http://www3.digitalriver.com/cgi-b.../itemdetail.ary?prod=KW1-60001-D1;">http://www3.digitalriver.com/cgi-b.../itemdetail.ary?prod=KW1-60001-D1;</a> [DR022671-22672];</p> <p><i>Lateral Technologies</i>, <a href="https://www.digitalriver.com/v2...c_MAIN.Entrv?SP=10039&amp;PN=1&amp;sl=-">https://www.digitalriver.com/v2...c_MAIN.Entrv?SP=10039&amp;PN=1&amp;sl=-</a>; [DR022714];</p> <p><i>LatticeWork Software</i>, <a href="http://www.digitalriver.com/dr/v2/ec_MAIN.Entrv17c?SP=10007&amp;PN=5&amp;CID=0&amp;SID=255&amp;PID=11972;">http://www.digitalriver.com/dr/v2/ec_MAIN.Entrv17c?SP=10007&amp;PN=5&amp;CID=0&amp;SID=255&amp;PID=11972;</a> [DR022732-22733];</p> <p><i>Live Picture</i>, <a href="http://www3.digitalriver.com/eg...alriver/livepicture/welcome.ary;">http://www3.digitalriver.com/eg...alriver/livepicture/welcome.ary;</a> [DR023055];</p> <p><i>Live Picture</i>, <a href="http://www3.digitalriver.com/di...UserReference=D39AE4981060E05E;">http://www3.digitalriver.com/di...UserReference=D39AE4981060E05E;</a> [DR023056-23057];</p> <p><a href="http://www3.digitalriver.com/di...&amp;item=LPI:5000_A1&amp;Version=WIN95;">http://www3.digitalriver.com/di...&amp;item=LPI:5000_A1&amp;Version=WIN95;</a> [DR023058];</p>

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		<p><a href="http://www3.digitalriver.com/di..._E05F&amp;function=form&amp;order=113646">http://www3.digitalriver.com/di..._E05F&amp;function=form&amp;order=113646</a>; [DR023059];</p> <p><i>WinSite</i>, <a href="http://www.digitalriver.com/dr/v2/ec_MAIN.Master">http://www.digitalriver.com/dr/v2/ec_MAIN.Master</a>; [DR023093; DR023095];</p> <p><i>DTP Direct</i>, <a href="http://www.digitalriver.com/dr...c_MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-">http://www.digitalriver.com/dr...c_MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-</a>; [DR023202];</p> <p><i>M.Casco Associates</i>, <a href="https://www.digitalriver.com/v2...c_MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-">https://www.digitalriver.com/v2...c_MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-</a>; [DR023236];</p> <p><i>Mach5 Software</i>, <a href="https://www.digitalriver.com/v2...c_MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-">https://www.digitalriver.com/v2...c_MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-</a>; [DR023264];</p> <p><i>MacPEAK</i>, <a href="http://www.digitalriver.com/dr/v2/ec_MAIN.Entry17e?SP=10007&amp;PN=5&amp;CID=0&amp;SID=37&amp;PID=9749">http://www.digitalriver.com/dr/v2/ec_MAIN.Entry17e?SP=10007&amp;PN=5&amp;CID=0&amp;SID=37&amp;PID=9749</a>; [DR023328];</p> <p><i>Magic Software</i>, <a href="http://www.digitalrive...ver/magic3/welcome.gry">http://www.digitalrive...ver/magic3/welcome.gry</a>; [DR023359];</p> <p><i>Markus Friberg Data</i>, <a href="https://www.digitalriver.com/v2...c_MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-">https://www.digitalriver.com/v2...c_MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-</a>; [DR023404];</p> <p><i>Matchup Sports</i>, <a href="https://www.digitalriver.com/v2...c_MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-">https://www.digitalriver.com/v2...c_MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-</a>; [DR023442];</p> <p><i>Medea International Limited</i>, <a href="http://www.digitalriver.com/dr/v2/ec_MAIN.Master">http://www.digitalriver.com/dr/v2/ec_MAIN.Master</a>; [DR023746];</p> <p><i>KittyHawk Software, Inc.</i>, <a href="http://www3.digitalriver.com/cgi-b...wk/itemdetail.gry?prod=KH-60002-A1">http://www3.digitalriver.com/cgi-b...wk/itemdetail.gry?prod=KH-60002-A1</a>; [DR023884];</p> <p><i>Mercury Interactive Corp.</i>, <a href="https://www.digitalriver.com/v2...ec_Main.Entry11?SP=10039&amp;PN=1">https://www.digitalriver.com/v2...ec_Main.Entry11?SP=10039&amp;PN=1</a>; [DR023887-23888];</p> <p><i>Morpheus Software</i>, <a href="https://www.digitalriver.com/v2...c_MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-">https://www.digitalriver.com/v2...c_MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-</a>; [DR024342];</p>

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		<p><i>DTP Direct</i>, <a href="https://www.digitalriver.com/dr...c_MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-">https://www.digitalriver.com/dr...c_MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-</a>; [DR024360];</p> <p><i>M &amp; R Technologies, Inc.</i>, <a href="https://www.digitalriver.com/v2...c_MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-">https://www.digitalriver.com/v2...c_MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-</a>; [DR024369];</p> <p><i>MSI Software, Inc.</i>, <a href="https://www.digitalriver.com/v2...c_MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-">https://www.digitalriver.com/v2...c_MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-</a>; [DR024389];</p> <p><i>DTP Direct</i>, <a href="https://www.digitalriver.com/dr...c_MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-">https://www.digitalriver.com/dr...c_MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-</a>; [DR024415];</p> <p><i>Mythic Images</i>, <a href="https://www.digitalriver.com/v2...c_MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-">https://www.digitalriver.com/v2...c_MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-</a>; [DR024512];</p> <p><i>Mythic Images</i>, <a href="https://www.digitalriver.com/v2...c_MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-">https://www.digitalriver.com/v2...c_MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-</a>; [DR024532];</p> <p><i>NetFormation, Inc.</i>, <a href="https://www.digitalriver.com/v2...c_MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-">https://www.digitalriver.com/v2...c_MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-</a>; [DR024601];</p> <p><i>NetResults Corporation</i>, <a href="https://www.digitalriver.com/v2.../ec_MAIN.Entry11?SP=10039&amp;PN=1">https://www.digitalriver.com/v2.../ec_MAIN.Entry11?SP=10039&amp;PN=1</a>; [DR024649];</p> <p><i>DTP Direct</i>, <a href="https://www.digitalriver.com/dr/v2/ec_MAIN.Entry11?SP=10039&amp;PN=1">https://www.digitalriver.com/dr/v2/ec_MAIN.Entry11?SP=10039&amp;PN=1</a>; [DR024675];</p> <p><i>New Perspective Software, Inc.</i>, <a href="https://www.digitalriver.com/v2...c_MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-">https://www.digitalriver.com/v2...c_MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-</a>; [DR024693];</p> <p><i>New Vision Technologies, Inc.</i>, <a href="https://www.digitalriver.com/v2...c_MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-">https://www.digitalriver.com/v2...c_MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-</a>; [DR024736];</p> <p><i>NiceTime Entertainment</i>, <a href="https://www.digitalriver.com/v2...c_MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-">https://www.digitalriver.com/v2...c_MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-</a>; [DR024844];</p> <p><i>Nordic Software</i>, <a href="https://www.digitalriver.com/dr/v2/ec_MAIN.Entry11?SP=10039&amp;PN=1">https://www.digitalriver.com/dr/v2/ec_MAIN.Entry11?SP=10039&amp;PN=1</a>; [DR024880];</p> <p><i>3DP Object Technology, Inc.</i>, <a href="https://www.digitalriver.com/v2...c_MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-">https://www.digitalriver.com/v2...c_MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-</a>; [DR024915];</p>

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		<p>[DR025125];</p> <p><i>DTP Direct</i>, <a href="https://www.digitalriver.com/dr...c_MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-">https://www.digitalriver.com/dr...c_MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-</a>; [DR025142];</p> <p><i>A. J. Enterprises</i>, <a href="http://www.digitalriver.com/digitalriver/ajent/itemdetail.gry?prod=AJ-001">http://www.digitalriver.com/digitalriver/ajent/itemdetail.gry?prod=AJ-001</a>; [DR025445-25446];</p> <p><i>Cyber 411</i>, <a href="http://www3.digitalriver.com/cgi-b...BASE73D1BF84D&amp;function=search_prod">http://www3.digitalriver.com/cgi-b...BASE73D1BF84D&amp;function=search_prod</a>; [DR025637];</p> <p><i>Apple Mountain Software</i>, <a href="https://www.digitalriver.com/v2...c_MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-">https://www.digitalriver.com/v2...c_MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-</a>; [DR025786];</p> <p><i>ARCaine Technology</i>, <a href="http://www4.digitalriver.com/cgi-bin/Tan...ion=insert&amp;item=ARC.60012.A1&amp;version=DC">http://www4.digitalriver.com/cgi-bin/Tan...ion=insert&amp;item=ARC.60012.A1&amp;version=DC</a>; [DR025814];</p> <p><i>ARCaine Technology</i>, <a href="http://nv1.digitalriver.com/cgi-bin/uncgi/arcaine.htm">http://nv1.digitalriver.com/cgi-bin/uncgi/arcaine.htm</a>; [DR025816];</p> <p><i>ARCaine Technology</i>, <a href="http://www4.digitalriver.com/cgi-bin/Tango.cgi/digitalriver/arcaine/welcome.g">http://www4.digitalriver.com/cgi-bin/Tango.cgi/digitalriver/arcaine/welcome.g</a>; [DR025821-25823];</p> <p><i>Arbeats Software</i>, <a href="http://www.digitalriver.com/dr/v2/ec_MAIN.Entry10?PN=1&amp;SP=10023&amp;V1=11495">http://www.digitalriver.com/dr/v2/ec_MAIN.Entry10?PN=1&amp;SP=10023&amp;V1=11495</a>; [DR025922];</p> <p><i>Atlanta Computer Resources</i>, <a href="https://www.digitalriver.com/v2...c_MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-">https://www.digitalriver.com/v2...c_MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-</a>; [DR025990];</p> <p><i>Up To Par</i>, <a href="http://www3.digitalriver.com/cgi-b...s/itemdetail.gry?prod=AUT-00001-A1">http://www3.digitalriver.com/cgi-b...s/itemdetail.gry?prod=AUT-00001-A1</a>; [DR026068];</p> <p><i>Author Direct Shareware</i>, <a href="https://www.digitalriver.com/v2...c_MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-">https://www.digitalriver.com/v2...c_MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-</a>; [DR026163];</p> <p><i>Best Effort Software</i>, <a href="http://www.digitalriv...ec_MAIN.Entry17e?SP=10007&amp;PN=5&amp;CID=0&amp;SID=31&amp;PID=17937">http://www.digitalriv...ec_MAIN.Entry17e?SP=10007&amp;PN=5&amp;CID=0&amp;SID=31&amp;PID=17937</a>; [DR026303];</p>

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		<p><i>Best Effort Software</i>, <a href="https://www.digitalriver.com/v2...c_MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-">https://www.digitalriver.com/v2...c_MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-</a>; [DR026323];</p> <p><i>BuenSoft Co.</i>, <a href="https://www.digitalriver.com/v2...c_MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-">https://www.digitalriver.com/v2...c_MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-</a>; [DR026516];</p> <p><i>I<sup>st</sup> Stop</i>, <a href="http://www.1ststop.com/how2buy.htm">http://www.1ststop.com/how2buy.htm</a>; [DR001141-1143];</p> <p><i>ScheduleMaker</i>, <a href="http://web.archive.org/web/20000303191644/www.craigsystems.com/">http://web.archive.org/web/20000303191644/www.craigsystems.com/</a>; [DR026692];</p> <p>[DR026693];</p> <p>[DR026694]; and</p> <p>"You can look at Digital River as the 'plumbers' behind the scene at your web site. Our seamless interface sits behind your web site and delivers the product to end-users." <i>Digital River Newsletter, February 1998</i> [FNFT 0005168].</p>
1(c)(g)	(f) information associated with the commerce object associated with the link that has been activated, and	<p>"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."</p> <p><i>Digital River - Secure Encrypted Software Distribution</i>, <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).</p> <p>"Digital River's Secure Sales System (SSS) brings together software manufacturers and dealers enabling them to sell and deliver product via the Internet. This service will provide all digital delivery, security,</p>

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		<p>collections and reporting of the sale of software. Throughout this process it will appear to the consumer as if the transaction is being processed by the manufacturer or dealer while Digital River SSS is handling the whole transaction "behind the scenes". [sic]</p> <p><i>Digital River - Secure Encrypted Software Distribution</i>, <a href="http://web.archive.org/web/19970412100754/http://www.digitalriver.com/">http://web.archive.org/web/19970412100754/http://www.digitalriver.com/</a>; [DR000001-2].</p> <p>"Digital River will develop and manage an online store for IMSI for the purpose of offering MasterClips products for sale on the <a href="http://www.masterclips.com">www.masterclips.com</a> web site. These products will include: up to 300,000 MasterClips images and clipart, 40,000 images under license from Corel and assorted applications from the IMSI selection of software. This store will be designed to mirror the look and feel of <a href="http://www.masterclips.com">www.masterclips.com</a> and will contain a complete commerce system for online product delivery." <i>IMSI/Digital River Online Store for Masterclips Products Software Superstore linked to www.masterclips.com</i>, dated December 16, 1997; [DR000063-64].</p> <p>"[W]e provide an electronic commerce solution for your website. We emulate the look and feel of your site so an end-user can come in and pay for product via a secure credit card solution and download the product directly." <i>Letter from Digital River to Kathy Haynes of Traveling Software</i>, dated September 11, 1997; [DR000065].</p> <p>"<b>Consistent Look and Feel between Store and Home Site</b> Customers will have the ability to click a 'buy button' from any number of places within <a href="http://www.ea.com">www.ea.com</a> and will be linked to a complete store, or a specific product detail page. All of the Commerce pages will carry the branding, look and feel of <a href="http://www.ea.com">www.ea.com</a>. This consistent look and feel is essential to a smooth customer experience, and will promote high conversion ratios.</p> <p>For every product page within <a href="http://www.ea.com">www.ea.com</a>, Digital River can provide EA with specific URL's for direct product links. This will allow users to shop direction on <a href="http://www.ea.com">www.ea.com</a>, and have the ability to purchase product at any time. The page presented will have a single produce listed, and will be linked directly to the shopping basket. For an example of such a product page, please refer to Figure 2 [sic].</p> <p>In addition, Digital River will develop an online store featuring all of EA's products. Like the current EA Store, users can search by product category, key words, or platform. Product specials or new products can be featured on the front page of this store to provide for greater attention. For an example of how the EA</p>

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		<p>Store might look, please refer to Figure 2." <i>Digital River Proposal Summary</i>, April 29, 1998; [DR000066-72] (emphasis original).</p> <p>"Using its CNS platform, the Company creates Web stores for its clients that replicate the look and feel of such client's own Web sites. End-users browse for products and make purchases online, and, once purchases are made, the Company delivers the products directly to the end-users, primarily through ESD." BancAmerica, <i>Digital River, Inc., Initiating Coverage of Emerging Software E-Business Franchise</i>, September 8, 1998; [DR000073-79].</p> <p>As explained above, the specific elements contained on the e-commerce supported web pages corresponding to the captured "look and feel description" of the host (client) website vary based upon the look and feel of the host website. Such elements utilized in the Digital River SSS process include: top banners utilizing host logos and/or names, and hypertext links to host webpages; left side navigation buttons; footers utilizing host logos and/or names, hypertext links to host webpages, and copyright notices; color schemes consistent with those utilized in host websites, including background, font, and graphics color schemes; and page layout consistent with host website. Examples of the use of such elements include:</p> <p><i>Welcome to Bitstream, Inc.</i>, <a href="http://web.archive.org/web/19961019044742/www2.digitalriver.com/bit/index.html">http://web.archive.org/web/19961019044742/www2.digitalriver.com/bit/index.html</a>; and as reconstructed inserting referenced .gif files; Exs. 9 [DR000028-31], 10 [DR000032]; see also <i>Facsimile from Andrea Rizzo of Bitstream, Inc.</i>, dated January 24, 1997; [DR000080-86] (forwarding copies of individual Digital River maintained pages for Bitstream online ordering system);</p> <p><i>Seattle Support Group</i>, <a href="http://www.digitalriver.com/digitalriver/Welcome.qry?type=1&amp;id=1001">http://www.digitalriver.com/digitalriver/Welcome.qry?type=1&amp;id=1001</a>; and <a href="http://www.digitalriver.com/digitalriver/insertitem.qry?function=insert&amp;item=CDPLV1-TOTW">http://www.digitalriver.com/digitalriver/insertitem.qry?function=insert&amp;item=CDPLV1-TOTW</a>; [DR000039-50] (Correspondence from Yasuo Noshiro, dated August 2, 1996);</p> <p><i>1<sup>st</sup> Software</i>, <a href="http://www3.digitalriver.com/cgi-bin/A1&amp;UserReference=88DE7EC7E9BB063A">http://www3.digitalriver.com/cgi-bin/A1&amp;UserReference=88DE7EC7E9BB063A</a>; [DR000087-88];</p> <p><i>Ronn Scott, Inc. Software Store</i>, <a href="http://www.digitalriver.com/dr/v2/ec_MAIN.Entry10?PN=1&amp;SP=10023&amp;V1=10295">http://www.digitalriver.com/dr/v2/ec_MAIN.Entry10?PN=1&amp;SP=10023&amp;V1=10295</a>; [DR000089];</p>

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		<p><i>Arrow Publishing Software Store</i>, <a href="https://www.digitalriver.com/v2...c_MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-">https://www.digitalriver.com/v2...c_MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-</a>; [DR000090];</p> <p><i>DTP Direct Software Store</i>, <a href="https://www.digitalriver.com/dr...c_MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-">https://www.digitalriver.com/dr...c_MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-</a>; [DR000091];</p> <p><i>Integratech Software Software Store</i>, <a href="https://www.digitalriver.com/v2...c_Main.Entry9?SP=10039&amp;PN=1&amp;sl=-">https://www.digitalriver.com/v2...c_Main.Entry9?SP=10039&amp;PN=1&amp;sl=-</a>; [DR000092];</p> <p><i>Innovation Multimedia Software Store</i>, <a href="https://www.digitalriver.com/v2...c_MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-">https://www.digitalriver.com/v2...c_MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-</a>; [DR000093];</p> <p><i>2ask Software Store</i>, <a href="http://www3.digitalriver.com/cgi-bin/C958CCE254093&amp;function=search_prod">http://www3.digitalriver.com/cgi-bin/C958CCE254093&amp;function=search_prod</a>; [DR000094];</p> <p><i>North Beach Labs Software Store</i>, <a href="http://www.digitalriver.com/dr/v2/ec_MAIN.Entry9?SP=10007&amp;CID=0&amp;SID=66">http://www.digitalriver.com/dr/v2/ec_MAIN.Entry9?SP=10007&amp;CID=0&amp;SID=66</a>; [DR000095];</p> <p><i>Welcome to Blue Byte Software, Inc. Ordering System</i>, <a href="http://www3.digitalriver.com/cgi-bin/Tango/cgi/esd/B3ubvte/welcome.qry">http://www3.digitalriver.com/cgi-bin/Tango/cgi/esd/B3ubvte/welcome.qry</a>; [DR000096-97];</p> <p><i>Auto FIX Corporation Software Store</i>, <a href="http://www.digitalriver.com/dr/v2/ec_main.entry?sp=10007&amp;cid=0&amp;cid=29">http://www.digitalriver.com/dr/v2/ec_main.entry?sp=10007&amp;cid=0&amp;cid=29</a>; [DR000098-100];</p> <p><i>SFS Software Software Store</i>, <a href="http://www.digitalriver.com/dr/v2/ec_MAIN.Entry10?PN=1&amp;SP=10023&amp;V1=10952">http://www.digitalriver.com/dr/v2/ec_MAIN.Entry10?PN=1&amp;SP=10023&amp;V1=10952</a>; [DR000101];</p> <p><i>Sapient Software Software Store</i>, <a href="http://www.digitalriver.com/dr/v2/ec_MAIN.Master">http://www.digitalriver.com/dr/v2/ec_MAIN.Master</a>; [DR000102-103];</p> <p><i>Buycomp.com</i>, <a href="http://www.digitalriver.com/dr/v2/ec_MAIN.Entry10?V1=10029&amp;PN=1&amp;cid=5452">http://www.digitalriver.com/dr/v2/ec_MAIN.Entry10?V1=10029&amp;PN=1&amp;cid=5452</a>; [DR000104-111];</p> <p><i>DTP Direct</i>, <a href="http://www4.digitalriver.com/cgi-bin/Tango2/cgi/dealer/dpdirect/home/qry?1d=1020&amp;level=-">http://www4.digitalriver.com/cgi-bin/Tango2/cgi/dealer/dpdirect/home/qry?1d=1020&amp;level=-</a></p>

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Claim No.	Claim Language of U.S. Patent No. 7,818,399	Digital River Secure Sales System
		<p>[DR000112];</p> <p><i>Lucia Font Family</i>, <a href="http://www3.digitalriver.com/cgi-bin/Tango3/cgi/digitalriver/vandv/setdetail.qry?set=1&amp;cid2">http://www3.digitalriver.com/cgi-bin/Tango3/cgi/digitalriver/vandv/setdetail.qry?set=1&amp;cid2</a>; [DR000113-115];</p> <p><i>Digital River Proposal Summary</i>, April 29, 1998, Figures 1, 2; [DR000066-72];</p> <p><i>MICROPROSE</i>; [DR001002-1003];</p> <p><a href="http://www.digitalriver.com/dr/v2...IN.Entry10?SP=10023&amp;PN=1&amp;V1=101760">http://www.digitalriver.com/dr/v2...IN.Entry10?SP=10023&amp;PN=1&amp;V1=101760</a>; [DR001247];</p> <p><i>Adaptec, Inc.</i>, <a href="http://www.digitalriver.com/dr/v2/ec_main.entry?sid=6734&amp;sp=10007&amp;cid=0">http://www.digitalriver.com/dr/v2/ec_main.entry?sid=6734&amp;sp=10007&amp;cid=0</a>; [DR002313];</p> <p><i>Sapient Software</i>, <a href="http://www.digitalriver.com/dr/v2/ec_MAIN.Master">http://www.digitalriver.com/dr/v2/ec_MAIN.Master</a>; [DR011752-11753];</p> <p><i>SFS Software</i>, <a href="http://www.digitalriver.com/dr/v2/ec_MAIN.Entry10?PN=1&amp;SP=10023&amp;V1=10952">http://www.digitalriver.com/dr/v2/ec_MAIN.Entry10?PN=1&amp;SP=10023&amp;V1=10952</a>; [DR011948];</p> <p><i>Ositis Software</i>; <a href="https://www.digitalriver.com/dr/v2/ec_MAIN.Entry11?SP=10039&amp;PN=1">https://www.digitalriver.com/dr/v2/ec_MAIN.Entry11?SP=10039&amp;PN=1</a>; [DR012171];</p> <p><i>Net Nanny</i>; <a href="https://www.digitalriver.com/v2...c_MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-">https://www.digitalriver.com/v2...c_MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-</a>; [DR012399];</p> <p><i>Nesbitt Software Corporation</i>, <a href="http://www.digitalriver.com/dr/v2/ec_MAIN.Master">http://www.digitalriver.com/dr/v2/ec_MAIN.Master</a>; [DR012486-12487];</p> <p><i>Sunbow International, Inc.</i>; <a href="http://www.digitalriver.com/dr/v2/ec_MAIN.Entry10?PN=1&amp;SP=10023&amp;V1=19980">http://www.digitalriver.com/dr/v2/ec_MAIN.Entry10?PN=1&amp;SP=10023&amp;V1=19980</a>; [DR012586];</p> <p><i>Tympani Development</i>, <a href="http://www4.digitalriver.com/digitalriver/tympani/basket2.htm">http://www4.digitalriver.com/digitalriver/tympani/basket2.htm</a>; [DR013400-13401]; [DR013404-13410];</p> <p><i>Valley of Fire Software</i>, <a href="http://www.digitalriver.com/dr/v2/ec_MAIN.Entry11?SP=10039&amp;PN=1">http://www.digitalriver.com/dr/v2/ec_MAIN.Entry11?SP=10039&amp;PN=1</a>; [DR013718-13720];</p>



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		<p><i>Virtus Corporation</i>, <a href="http://www4.digitalriver.com/cgi-bin/Tango.cgi/digitalriver/virtus/welcome.qry">http://www4.digitalriver.com/cgi-bin/Tango.cgi/digitalriver/virtus/welcome.qry</a>; [DR013998-14003; DR014005-14007];</p> <p><i>Jan's Journeys</i>, <a href="http://www3.digitalriver.com/cgi-bin/Tango.cgi/esd/Webering/insertitem.qry?">http://www3.digitalriver.com/cgi-bin/Tango.cgi/esd/Webering/insertitem.qry?</a> UserReference=; [DR014211];</p> <p><i>Wheeler Arts</i>, <a href="http://www.digitalriver.com/dr/v2/ec_MAIN.Entry?SID=748&amp;SP=10007&amp;CID=0">http://www.digitalriver.com/dr/v2/ec_MAIN.Entry?SID=748&amp;SP=10007&amp;CID=0</a>; [DR014452-14453];</p> <p><i>Whirlwind Technologies</i>, <a href="http://www3.digitalriver.com/cgi-bin/digitalriver/whirlwind/welcome.qry">http://www3.digitalriver.com/cgi-bin/digitalriver/whirlwind/welcome.qry</a>; [DR014553-14555];</p> <p><i>Wilson Learning Corporation</i>, <a href="https://www.digitalriver.com/dr/v2/ec_MAIN.Entry?SP=10039&amp;PN=1&amp;sl=">https://www.digitalriver.com/dr/v2/ec_MAIN.Entry?SP=10039&amp;PN=1&amp;sl=</a> [DR014746-14747];</p> <p><i>Wilson Learning Corporation</i>, <a href="https://www.digitalriver.com/dr/v2/ec_MAIN.Entry?SP=10039&amp;PN=1">https://www.digitalriver.com/dr/v2/ec_MAIN.Entry?SP=10039&amp;PN=1</a>; [DR014794];</p> <p><i>Cyber 411</i>, <a href="http://www3.digitalriver.com/cgi-bin/2AC16A60DCD29&amp;function=search_prod">http://www3.digitalriver.com/cgi-bin/2AC16A60DCD29&amp;function=search_prod</a>; [DR015415];</p> <p><i>Encore Multimedia</i>, <a href="https://www.digitalriver.com/v2...c_MAIN.Entry?SP=10039&amp;PN=1&amp;sl=">https://www.digitalriver.com/v2...c_MAIN.Entry?SP=10039&amp;PN=1&amp;sl=</a>; [DR015956];</p> <p><i>Extensis PhotoTools</i>, <a href="http://www3.digitalriver.com/cgi-bin/8FAA5AEAB59B6B0&amp;detail=phototools">http://www3.digitalriver.com/cgi-bin/8FAA5AEAB59B6B0&amp;detail=phototools</a>; [DR016261-16268; DR016300-16305];</p> <p><i>Peach Systems</i>, <a href="http://www.digitalriver.com/dr/v2/ec_MAIN.Entry?SP=10023&amp;v1=1149">http://www.digitalriver.com/dr/v2/ec_MAIN.Entry?SP=10023&amp;v1=1149</a>; [DR016499];</p> <p><i>Peak Technology Ltd.</i>, <a href="http://www.digitalriver.com/v20/pisql/ec_Main.Entry?SP=10007&amp;SID=15008&amp;CID=0">http://www.digitalriver.com/v20/pisql/ec_Main.Entry?SP=10007&amp;SID=15008&amp;CID=0</a>; [DR016550-16552];</p>

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Claim No.	Claim Language of U.S. Patent No. 7,818,399	Digital River Secure Sales System
		<p><i>PIM Sarl</i>, <a href="https://www.digitalriver.com/dr/v2/ec_MAIN.Entry?SP=10039&amp;PN=1">https://www.digitalriver.com/dr/v2/ec_MAIN.Entry?SP=10039&amp;PN=1</a>; [DR016751; DR016754-16755];</p> <p><i>PY Software, Inc.</i>, <a href="http://www.digitalriver.com/dr/v2/ec_MAIN.Entry?SP=10023&amp;V1=20861">http://www.digitalriver.com/dr/v2/ec_MAIN.Entry?SP=10023&amp;V1=20861</a>; [DR017056];</p> <p><i>RBC, Inc.</i>, <a href="https://www.digitalriver.com/v2...c_MAIN.Entry?SP=10039&amp;PN=1&amp;sl=">https://www.digitalriver.com/v2...c_MAIN.Entry?SP=10039&amp;PN=1&amp;sl=</a>; [DR017278];</p> <p><i>JP Software, Inc.</i>, <a href="http://www3.digitalriver.com/cgi-bin/Tango.cgi/digitalriver/pssoft/welcome.qry">http://www3.digitalriver.com/cgi-bin/Tango.cgi/digitalriver/pssoft/welcome.qry</a>; [DR018176];</p> <p><i>Sonera Technologies</i>, <a href="http://www3.digitalriver.com/cgi-bin/Tango6.cgi/esd/sonera/welcome.qry">http://www3.digitalriver.com/cgi-bin/Tango6.cgi/esd/sonera/welcome.qry</a>; [DR018642];</p> <p><i>DisplayMate for Windows</i>, <a href="http://www3.digitalriver.com/cgi-bin/Tango...erence=2BD41D0878A00990&amp;prod=SID-60001-A1">http://www3.digitalriver.com/cgi-bin/Tango...erence=2BD41D0878A00990&amp;prod=SID-60001-A1</a>; [DR018643];</p> <p><i>Southern Software, Inc.</i>, <a href="http://www.digitalriver.com/dr/v2/ec_MAIN.Entry?SP=10023&amp;V1=19092">http://www.digitalriver.com/dr/v2/ec_MAIN.Entry?SP=10023&amp;V1=19092</a>; [DR018660];</p> <p><i>Spectrum Unlimited</i>, <a href="http://www.digitalriver.com/dr/v2/ec_Main.Entry?SP=10007&amp;SID=399&amp;CID=0&amp;CUR=840">http://www.digitalriver.com/dr/v2/ec_Main.Entry?SP=10007&amp;SID=399&amp;CID=0&amp;CUR=840</a>; [DR019032];</p> <p><i>Cat Computer Services (P) Ltd.</i>, <a href="https://www.digitalriver.com/v2...c_MAIN.Entry?SP=10039&amp;PN=1&amp;sl=">https://www.digitalriver.com/v2...c_MAIN.Entry?SP=10039&amp;PN=1&amp;sl=</a>; [DR019161];</p> <p><i>Cloud Dragon Designs</i>, <a href="http://www.digitalriver.com/v20...IN.Entry?SP=10007&amp;PN=1&amp;cid=57">http://www.digitalriver.com/v20...IN.Entry?SP=10007&amp;PN=1&amp;cid=57</a>; [DR019348];</p> <p><i>Cloud Dragon Designs</i>, <a href="http://www3.digitalriver.com/cgi-bin/Ta...ence=EECF0ff7BC4E7715&amp;function=continue">http://www3.digitalriver.com/cgi-bin/Ta...ence=EECF0ff7BC4E7715&amp;function=continue</a>; [DR019354];</p>

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Claim No.	Claim Language of U.S. Patent No. 7,818,399	Digital River Secure Sales System
		<p>19357];</p> <p><i>QRSMusic</i>, <a href="https://www.digitalriver.com/v2...c_MAIN.Entry?SP=10039&amp;PN=1&amp;sl=">https://www.digitalriver.com/v2...c_MAIN.Entry?SP=10039&amp;PN=1&amp;sl=</a>; [DR020394];</p> <p><i>QRSMusic</i>, <a href="http://www3.digitalriver.com/cgi-bin/Tango.cgi/esd/QRSMusic/welcome.qry?">http://www3.digitalriver.com/cgi-bin/Tango.cgi/esd/QRSMusic/welcome.qry?</a>; [DR020395-20398];</p> <p><i>PHD Computer Consultants Ltd.</i>, <a href="https://www.digitalriver.com/dr/v2/ec_main.entry?sp=10007&amp;cid=0&amp;sid=237">https://www.digitalriver.com/dr/v2/ec_main.entry?sp=10007&amp;cid=0&amp;sid=237</a>; [DR020584];</p> <p><i>ParaMind</i>, <a href="http://www.digitalriver.com/v2...c_MAIN.Entry?SP=10039&amp;PN=1&amp;sl=">http://www.digitalriver.com/v2...c_MAIN.Entry?SP=10039&amp;PN=1&amp;sl=</a>; [DR020638];</p> <p><i>Cyber 411</i>, <a href="http://www3.digitalriver.com/cgi-bin/2AC16A60DCD29&amp;function=search_prod">http://www3.digitalriver.com/cgi-bin/2AC16A60DCD29&amp;function=search_prod</a>; [DR020696];</p> <p><i>Fixed It! Software</i>, <a href="https://www.digitalriver.com/v2...c_MAIN.Entry?SP=10039&amp;PN=1&amp;sl=">https://www.digitalriver.com/v2...c_MAIN.Entry?SP=10039&amp;PN=1&amp;sl=</a>; [DR020730];</p> <p><i>Forward Design</i>, <a href="https://www.digitalriver.com/v2...c_MAIN.Entry?SP=10039&amp;PN=1&amp;sl=">https://www.digitalriver.com/v2...c_MAIN.Entry?SP=10039&amp;PN=1&amp;sl=</a>; [DR020807];</p> <p><i>Global Majic Software, Inc.</i>, <a href="http://www3.digitalriver.com/cgi-bin/Tango.cgi/digitalriver/gms/welcome.qry">http://www3.digitalriver.com/cgi-bin/Tango.cgi/digitalriver/gms/welcome.qry</a>; [DR020915-20916];</p> <p><i>Global Majic Software, Inc.</i>, <a href="https://www.digitalriver.com/v20/pisql/ec_MAIN.Entry?SP=10039&amp;PN=1&amp;sl=">https://www.digitalriver.com/v20/pisql/ec_MAIN.Entry?SP=10039&amp;PN=1&amp;sl=</a>; [DR020931];</p> <p><i>Global Majic Software, Inc.</i>, <a href="http://www.digitalriver.com/v20...IN.Entry?SID=129&amp;SP=10007&amp;CID=0">http://www.digitalriver.com/v20...IN.Entry?SID=129&amp;SP=10007&amp;CID=0</a>; [DR020932-20933];</p> <p><i>IDM Computer Services</i>, <a href="https://www.digitalriver.com/v2...c_MAIN.Entry?SP=10039&amp;PN=1&amp;sl=">https://www.digitalriver.com/v2...c_MAIN.Entry?SP=10039&amp;PN=1&amp;sl=</a>; [DR021425];</p> <p><i>Incline Software, LC</i>, <a href="...ec_MAIN.Entry?SP=10007&amp;SID=30196&amp;CID=0&amp;CUR=840&amp;DSP=0&amp;PGRP=0&amp;CACHE_ID">...ec_MAIN.Entry?SP=10007&amp;SID=30196&amp;CID=0&amp;CUR=840&amp;DSP=0&amp;PGRP=0&amp;CACHE_ID</a>;</p>

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		<p>[DR021508];</p> <p><i>Innovation Multimedia</i>, <a href="https://www.digitalriver.com/v2...c_MAIN.Entry?SP=10039&amp;PN=1&amp;sl=">https://www.digitalriver.com/v2...c_MAIN.Entry?SP=10039&amp;PN=1&amp;sl=</a>; [DR021688];</p> <p><i>Intelligent Technologies</i>, <a href="https://www.digitalriver.com/v2...c_MAIN.Entry?SP=10039&amp;PN=1&amp;sl=">https://www.digitalriver.com/v2...c_MAIN.Entry?SP=10039&amp;PN=1&amp;sl=</a>; [DR021824];</p> <p><i>InterDimensions Corp.</i>, <a href="https://www.digitalriver.com/v2...c_MAIN.Entry?SP=10039&amp;PN=1&amp;sl=">https://www.digitalriver.com/v2...c_MAIN.Entry?SP=10039&amp;PN=1&amp;sl=</a>; [DR021884];</p> <p><i>IrwinWare</i>, <a href="http://www.digitalriver.com/dr/v2/ec_MAIN.Entry?SP=10007&amp;PN=5&amp;CID=0&amp;SID=546&amp;PID=24147">http://www.digitalriver.com/dr/v2/ec_MAIN.Entry?SP=10007&amp;PN=5&amp;CID=0&amp;SID=546&amp;PID=24147</a>; [DR021996];</p> <p><i>Olympus America, Inc.</i>, <a href="http://www.digitalriver.com/dr/v2/ec_MAIN.Entry?SP=10007&amp;SID=64&amp;CID=0">http://www.digitalriver.com/dr/v2/ec_MAIN.Entry?SP=10007&amp;SID=64&amp;CID=0</a>; [DR022112-22116];</p> <p><i>Omnibus Typografi</i>, <a href="http://www.digitalriver.com/dr/v2/ec_MAIN.Entry?SID=405&amp;SP=10007&amp;CID=0">http://www.digitalriver.com/dr/v2/ec_MAIN.Entry?SID=405&amp;SP=10007&amp;CID=0</a>; [DR022212];</p> <p><i>Open Window Software</i>, <a href="https://www.digitalriver.com/v2...c_MAIN.Entry?SP=10039&amp;PN=1&amp;sl=">https://www.digitalriver.com/v2...c_MAIN.Entry?SP=10039&amp;PN=1&amp;sl=</a>; [DR022332];</p> <p><i>FileStream.com, Inc.</i>, <a href="http://www.digitalriver.com/dr/v2/ec_MAIN.Entry?SP=10007&amp;PN=5&amp;CID=0&amp;SID=124&amp;PID=18660">http://www.digitalriver.com/dr/v2/ec_MAIN.Entry?SP=10007&amp;PN=5&amp;CID=0&amp;SID=124&amp;PID=18660</a>; [DR022291];</p> <p><i>FileStream.com, Inc.</i>, <a href="http://www.digitalriver.com/dr/v2/ec_MAIN.Entry?SP=10007&amp;PN=5&amp;CID=0&amp;SID=124&amp;PID=18267">http://www.digitalriver.com/dr/v2/ec_MAIN.Entry?SP=10007&amp;PN=5&amp;CID=0&amp;SID=124&amp;PID=18267</a>; [DR022295-22296];</p> <p><i>Parthenon Development Corp.</i>, <a href="https://www.digitalriver.com/dr/v2/ec_MAIN.Entry?SP=10039&amp;PN=1">https://www.digitalriver.com/dr/v2/ec_MAIN.Entry?SP=10039&amp;PN=1</a>; [DR022379];</p>

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		<p><i>DTP Direct</i>, <a href="https://www.digitalriver.com/dr/v2/ec_MAIN.Entry11?SP=10039&amp;PN=1">https://www.digitalriver.com/dr/v2/ec_MAIN.Entry11?SP=10039&amp;PN=1</a>; [DR022396];</p> <p><i>KH Software Development</i>, <a href="http://www.digitalriver.com/dr/v2/...10007&amp;PN=5&amp;CID=0&amp;SID=912&amp;PID=20301">http://www.digitalriver.com/dr/v2/...10007&amp;PN=5&amp;CID=0&amp;SID=912&amp;PID=20301</a>; [DR022595];</p> <p><i>KnoWare, Inc.</i>, <a href="https://www3.digitalriver.com/cgi-bin/temdetail.qrv?prod=KWI-60001-D1">https://www3.digitalriver.com/cgi-bin/temdetail.qrv?prod=KWI-60001-D1</a>; [DR022645];</p> <p><i>KnoWare, Inc.</i>, <a href="http://www3.digitalriver.com/cgi-bin/temdetail.qrv?prod=KWI-60001-D1">http://www3.digitalriver.com/cgi-bin/temdetail.qrv?prod=KWI-60001-D1</a>; [DR022671-22672];</p> <p><i>Lateral Technologies</i>, <a href="https://www.digitalriver.com/v2...c_MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-">https://www.digitalriver.com/v2...c_MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-</a>; [DR022714];</p> <p><i>LatticeWork Software</i>, <a href="http://www.digitalriver.com/dr/v2/ec_MAIN.Entry17?SP=10007&amp;PN=5&amp;CID=0&amp;SID=255&amp;PID=11972">http://www.digitalriver.com/dr/v2/ec_MAIN.Entry17?SP=10007&amp;PN=5&amp;CID=0&amp;SID=255&amp;PID=11972</a>; [DR022732-22733];</p> <p><i>Live Picture</i>, <a href="http://www3.digitalriver.com/cgi-bin/river/livepicture/welcome.qrv">http://www3.digitalriver.com/cgi-bin/river/livepicture/welcome.qrv</a>; [DR023055];</p> <p><i>Live Picture</i>, <a href="http://www3.digitalriver.com/di...UserReference=D39A4981060E05E">http://www3.digitalriver.com/di...UserReference=D39A4981060E05E</a>; [DR023056-23057];</p> <p><a href="http://www3.digitalriver.com/di...&amp;item=LPI-5000-A1&amp;Version=WIN95">http://www3.digitalriver.com/di...&amp;item=LPI-5000-A1&amp;Version=WIN95</a>; [DR023058];</p> <p><a href="http://www3.digitalriver.com/di...E05E&amp;function=form&amp;order=113646">http://www3.digitalriver.com/di...E05E&amp;function=form&amp;order=113646</a>; [DR023059];</p> <p><i>WinSite</i>, <a href="http://www.digitalriver.com/dr/v2/ec_MAIN.Master">http://www.digitalriver.com/dr/v2/ec_MAIN.Master</a>; [DR023093; DR023095];</p> <p><i>DTP Direct</i>, <a href="http://www.digitalriver.com/dr...c_MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-">http://www.digitalriver.com/dr...c_MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-</a>; [DR023202];</p> <p><i>M.Casco Associates</i>, <a href="https://www.digitalriver.com/v2...c_MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-">https://www.digitalriver.com/v2...c_MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-</a>;</p>

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		<p>[DR023236];</p> <p><i>Mach5 Software</i>, <a href="https://www.digitalriver.com/v2...c_MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-">https://www.digitalriver.com/v2...c_MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-</a>; [DR023264];</p> <p><i>MacPEAK</i>, <a href="http://www.digitalriver.com/dr/v2/ec_MAIN.Entry17?SP=10007&amp;PN=5&amp;CID=0&amp;SID=37&amp;PID=9749">http://www.digitalriver.com/dr/v2/ec_MAIN.Entry17?SP=10007&amp;PN=5&amp;CID=0&amp;SID=37&amp;PID=9749</a>; [DR023328];</p> <p><i>Magic Software</i>, <a href="http://www.digitalriver.com/magic3/welcome.qrv">http://www.digitalriver.com/magic3/welcome.qrv</a>; [DR023359];</p> <p><i>Markus Friberg Data</i>, <a href="https://www.digitalriver.com/v2...c_MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-">https://www.digitalriver.com/v2...c_MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-</a>; [DR023404];</p> <p><i>Matchup Sports</i>, <a href="https://www.digitalriver.com/v2...c_MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-">https://www.digitalriver.com/v2...c_MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-</a>; [DR023442];</p> <p><i>Medea International Limited</i>, <a href="http://www.digitalriver.com/dr/v2/ec_MAIN.Master">http://www.digitalriver.com/dr/v2/ec_MAIN.Master</a>; [DR023746];</p> <p><i>KittyHawk Software, Inc.</i>, <a href="http://www3.digitalriver.com/cgi-bin/temdetail.qrv?prod=KH-60002-A1">http://www3.digitalriver.com/cgi-bin/temdetail.qrv?prod=KH-60002-A1</a>; [DR023884];</p> <p><i>Mercury Interactive Corp.</i>, <a href="https://www.digitalriver.com/v2.../ec_Main.Entry17?SP=10039&amp;PN=1">https://www.digitalriver.com/v2.../ec_Main.Entry17?SP=10039&amp;PN=1</a>; [DR023887-23888];</p> <p><i>Morpheus Software</i>, <a href="https://www.digitalriver.com/v2...c_MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-">https://www.digitalriver.com/v2...c_MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-</a>; [DR024342];</p> <p><i>DTP Direct</i>, <a href="https://www.digitalriver.com/dr...c_MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-">https://www.digitalriver.com/dr...c_MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-</a>; [DR024360];</p> <p><i>M &amp; R Technologies, Inc.</i>, <a href="https://www.digitalriver.com/v2...c_MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-">https://www.digitalriver.com/v2...c_MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-</a>; [DR024369];</p> <p><i>MSI Software, Inc.</i>, <a href="https://www.digitalriver.com/v2...c_MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-">https://www.digitalriver.com/v2...c_MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-</a>; [DR024389];</p>

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		<p><i>DTP Direct</i>, <a href="https://www.digitalriver.com/dr...c_MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-">https://www.digitalriver.com/dr...c_MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-</a>; [DR024415];</p> <p><i>Mythic Images</i>, <a href="https://www.digitalriver.com/v2...c_MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-">https://www.digitalriver.com/v2...c_MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-</a>; [DR024512];</p> <p><i>Mythic Images</i>, <a href="https://www.digitalriver.com/v2...c_MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-">https://www.digitalriver.com/v2...c_MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-</a>; [DR024532];</p> <p><i>NetFormation, Inc.</i>, <a href="https://www.digitalriver.com/v2...c_MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-">https://www.digitalriver.com/v2...c_MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-</a>; [DR024601];</p> <p><i>NetResults Corporation</i>, <a href="https://www.digitalriver.com/v2.../ec_MAIN.Entry11?SP=10039&amp;PN=1">https://www.digitalriver.com/v2.../ec_MAIN.Entry11?SP=10039&amp;PN=1</a>; [DR024649];</p> <p><i>DTP Direct</i>, <a href="https://www.digitalriver.com/dr/v2/ec_MAIN.Entry11?SP=10039&amp;PN=1">https://www.digitalriver.com/dr/v2/ec_MAIN.Entry11?SP=10039&amp;PN=1</a>; [DR024675];</p> <p><i>New Perspective Software, Inc.</i>, <a href="https://www.digitalriver.com/v2...c_MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-">https://www.digitalriver.com/v2...c_MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-</a>; [DR024693];</p> <p><i>New Vision Technologies, Inc.</i>, <a href="https://www.digitalriver.com/v2...c_MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-">https://www.digitalriver.com/v2...c_MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-</a>; [DR024736];</p> <p><i>NiceTime Entertainment</i>, <a href="https://www.digitalriver.com/v2...c_MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-">https://www.digitalriver.com/v2...c_MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-</a>; [DR024844];</p> <p><i>Nordic Software</i>, <a href="https://www.digitalriver.com/dr/v2/ec_MAIN.Entry11?SP=10039&amp;PN=1">https://www.digitalriver.com/dr/v2/ec_MAIN.Entry11?SP=10039&amp;PN=1</a>; [DR024880];</p> <p><i>3DP Object Technology, Inc.</i>, <a href="https://www.digitalriver.com/v2...c_MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-">https://www.digitalriver.com/v2...c_MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-</a>; [DR025125];</p> <p><i>DTP Direct</i>, <a href="https://www.digitalriver.com/dr...c_MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-">https://www.digitalriver.com/dr...c_MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-</a>; [DR025142];</p> <p><i>A. J. Enterprises</i>, <a href="http://www.digitalriver.com/digitalriver/agent/temdetail.qrv?prod=AJ-001">http://www.digitalriver.com/digitalriver/agent/temdetail.qrv?prod=AJ-001</a>; [DR025445-25446];</p>

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		<p><i>Cyber 411</i>, <a href="http://www3.digitalriver.com/cgi-bin/BASE?3D1BF84D&amp;function=search_prod">http://www3.digitalriver.com/cgi-bin/BASE?3D1BF84D&amp;function=search_prod</a>; [DR025637];</p> <p><i>Apple Mountain Software</i>, <a href="https://www.digitalriver.com/v2...c_MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-">https://www.digitalriver.com/v2...c_MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-</a>; [DR025786];</p> <p><i>ARCaine Technology</i>, <a href="http://www4.digitalriver.com/cgi-bin/Tan...on=insert&amp;item=ARC-60012-A1&amp;version=DC">http://www4.digitalriver.com/cgi-bin/Tan...on=insert&amp;item=ARC-60012-A1&amp;version=DC</a>; [DR025814];</p> <p><i>ARCaine Technology</i>, <a href="http://inv1.digitalriver.com/cgi-bin/uncgi/arcaine.htm">http://inv1.digitalriver.com/cgi-bin/uncgi/arcaine.htm</a>; [DR025816];</p> <p><i>ARCaine Technology</i>, <a href="http://www4.digitalriver.com/cgi-bin/Tango.cgi/digitalriver/arcaine/welcome.q">http://www4.digitalriver.com/cgi-bin/Tango.cgi/digitalriver/arcaine/welcome.q</a>; [DR025821-25823];</p> <p><i>Arbeats Software</i>, <a href="http://www.digitalriver.com/dr/v2/ec_MAIN.Entry10?PN=1&amp;SP=10023&amp;V1=11495">http://www.digitalriver.com/dr/v2/ec_MAIN.Entry10?PN=1&amp;SP=10023&amp;V1=11495</a>; [DR025922];</p> <p><i>Atlanta Computer Resources</i>, <a href="https://www.digitalriver.com/v2...c_MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-">https://www.digitalriver.com/v2...c_MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-</a>; [DR025990];</p> <p><i>Up To Par</i>, <a href="http://www3.digitalriver.com/cgi-bin/temdetail.qrv?prod=AUT-0001-A1">http://www3.digitalriver.com/cgi-bin/temdetail.qrv?prod=AUT-0001-A1</a>; [DR026068];</p> <p><i>Author Direct Shareware</i>, <a href="https://www.digitalriver.com/v2...c_MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-">https://www.digitalriver.com/v2...c_MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-</a>; [DR026163];</p> <p><i>Best Effort Software</i>, <a href="http://www.digitalriver.com/ec_MAIN.Entry17?SP=10007&amp;PN=5&amp;CID=0&amp;SID=81&amp;PID=17937">http://www.digitalriver.com/ec_MAIN.Entry17?SP=10007&amp;PN=5&amp;CID=0&amp;SID=81&amp;PID=17937</a>; [DR026303];</p> <p><i>Best Effort Software</i>, <a href="https://www.digitalriver.com/v2...c_MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-">https://www.digitalriver.com/v2...c_MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-</a>; [DR026323];</p> <p><i>BuenSoft Co.</i>, <a href="https://www.digitalriver.com/v2...c_MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-">https://www.digitalriver.com/v2...c_MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-</a>; [DR026516];</p> <p><i>1<sup>st</sup> Stop</i>, <a href="http://www.1stopsoft.com/how2buy.htm">http://www.1stopsoft.com/how2buy.htm</a>; [DR001141-1143];</p>

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		<p><i>ScheduleMaker</i>, <a href="http://web.archive.org/web/20000303191644/www.craigsystems.com/">http://web.archive.org/web/20000303191644/www.craigsystems.com/</a>;</p> <p>[DR026692];</p> <p>[DR026693]; and</p> <p>[DR026694].</p>
1(c)(ii)	(ii) a plurality of visually perceptible elements derived from the retrieved pre stored data and visually corresponding to the source page.	<p><b>“Extending your selling environment</b> Better yet, the entire transaction takes place in the selling environment you’ve created, surrounded by the look and feel of your identity, with your products presented the way you want them presented, with no competition. Your customers simply hit the purchase icon at your site and the whole process unfolds smoothly. There’s no sensation of being suddenly hustled off to another location. Your customers won’t end up at some foreign-looking page where they have to hunt to find your product. You can even prompt customers to purchase additional products, for instance printed manuals or more of your software. And it all takes place during a single purchase process. Digital River has created seamless continuity.”</p> <p><i>Digital River – Secure Encrypted Software Distribution</i>, <a href="http://web.archive.org/web/19971221024519/digitalriver.com/Page3.htm">http://web.archive.org/web/19971221024519/digitalriver.com/Page3.htm</a>; [DR000003-4] (emphasis original).</p> <p>“Digital River’s Secure Sales System (SSS) brings together software manufacturers and dealers enabling them to sell and deliver product via the Internet. This service will provide all digital delivery, security, collections and reporting of the sale of software. Throughout this process it will appear to the consumer as if the transaction is being processed by the manufacturer or dealer while Digital River SSS is handling the whole transaction ‘behind the scenes.’” [sic]</p> <p><i>Digital River – Secure Encrypted Software Distribution</i>, <a href="http://web.archive.org/web/19970412100754/http://www.digitalriver.com/">http://web.archive.org/web/19970412100754/http://www.digitalriver.com/</a>; [DR000001-2].</p> <p>“Digital River will develop and manage an online store for IMSI for the purpose of offering MasterClips products for sale on the <a href="http://www.masterclips.com">www.masterclips.com</a> web site. These products will include: up to 300,000 MasterClips images and clipart, 40,000 images under license from Corel and assorted applications from the IMSI selection of software. This store will be designed to mirror the look and feel of <a href="http://www.masterclips.com">www.masterclips.com</a> and will contain a complete commerce system for online product delivery.” <i>IMSI/Digital River Online</i></p>

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		<p><i>Store for Masterclips Products Software Superstore</i> linked to <a href="http://www.masterclips.com">www.masterclips.com</a>, dated December 16, 1997; [DR000063-64].</p> <p>“[W]e provide an electronic commerce solution for your website. We emulate the look and feel of your site so an end-user can come in and pay for product via a secure credit card solution and download the product directly.” <i>Letter from Digital River to Kathy Haynes of Traveling Software</i>, dated September 11, 1997; [DR000065].</p> <p><b>“Consistent Look and Feel between Store and Home Site</b> Customers will have the ability to click a ‘buy button’ from any number of places within <a href="http://www.ea.com">www.ea.com</a> and will be linked to a complete store, or a specific product detail page. All of the Commerce pages will carry the branding, look and feel of <a href="http://www.ea.com">www.ea.com</a>. This consistent look and feel is essential to a smooth customer experience, and will promote high conversion ratios.</p> <p>For every product page within <a href="http://www.ea.com">www.ea.com</a>, Digital River can provide EA with specific URL’s for direct product links. This will allow users to shop direction on <a href="http://www.ea.com">www.ea.com</a>, and have the ability to purchase product at any time. The page presented will have a single produce listed, and will be linked directly to the shopping basket. For an example of such a product page, please refer to Figure 2 [sic].</p> <p>In addition, Digital River will develop an online store featuring all of EA’s products. Like the current EA Store, users can search by product category, key words, or platform. Product specials or new products can be featured on the front page of this store to provide for greater attention. For an example of how the EA Store might look, please refer to Figure 2.” <i>Digital River Proposal Summary</i>, April 29, 1998; [DR000066-72] (emphasis original).</p> <p>“Using its CNS platform, the Company creates Web stores for its clients that replicate the look and feel of such client’s own Web sites. End-users browse for products and make purchases online, and, once purchases are made, the Company delivers the products directly to the end-users, primarily through ESD.” <i>BancAmerica, Digital River, Inc., Initiating Coverage of Emerging Software E-Business Franchise</i>, September 8, 1998; [DR000073-79].</p> <p>As explained above, the specific elements contained on the e-commerce supported web pages corresponding to the captured “look and feel description” of the host (client) website vary based upon the</p>

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		<p>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:</p> <p><i>Welcome to Bitstream, Inc.</i>, <a href="http://web.archive.org/web/19961019044742/www2.digitalriver.com/bit/index.htm">http://web.archive.org/web/19961019044742/www2.digitalriver.com/bit/index.htm</a>; and as reconstructed inserting referenced .gif files; Exs. 9 [DR000028-31], 10 [DR000032]; see also <i>Facsimile from Andrea Rizzo of Bitstream, Inc.</i>, dated January 24, 1997; [DR000080-86] (forwarding copies of individual Digital River maintained pages for Bitstream online ordering system);</p> <p><i>Seattle Support Group</i>, <a href="http://www.digitalriver.com/digitalriver/Welcome.qry?type=1;id=1001">http://www.digitalriver.com/digitalriver/Welcome.qry?type=1;id=1001</a>; and <a href="http://www.digitalriver.com/digitalriver/insertitem.qry?function=insert&amp;item=CDPLV1-TOTW">http://www.digitalriver.com/digitalriver/insertitem.qry?function=insert&amp;item=CDPLV1-TOTW</a>; [DR000039-50] (Correspondence from Yasuo Noshiro, dated August 2, 1996);</p> <p><i>1st Software</i>, <a href="http://www3.digitalriver.com/cgi-bin/A1&amp;UserReference=88DE7EC7F98B083A">http://www3.digitalriver.com/cgi-bin/A1&amp;UserReference=88DE7EC7F98B083A</a>; [DR000087-88];</p> <p><i>Ronn Scott, Inc. Software Store</i>, <a href="http://www.digitalriver.com/dr/v2/ec_MAIN.Entry10?PN=1&amp;SP=10023&amp;V1=10295">http://www.digitalriver.com/dr/v2/ec_MAIN.Entry10?PN=1&amp;SP=10023&amp;V1=10295</a>; [DR000089];</p> <p><i>Arrow Publishing Software Store</i>, <a href="https://www.digitalriver.com/v2.c_MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=;">https://www.digitalriver.com/v2.c_MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=</a>; [DR000090];</p> <p><i>DTP Direct Software Store</i>, <a href="https://www.digitalriver.com/dr...c_MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=;">https://www.digitalriver.com/dr...c_MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=</a>; [DR000091];</p> <p><i>Integratech Software Software Store</i>, <a href="https://www.digitalriver.com/v2...c_Main.Entry9?SP=10039&amp;PN=1&amp;sl=;">https://www.digitalriver.com/v2...c_Main.Entry9?SP=10039&amp;PN=1&amp;sl=</a>; [DR000092];</p> <p><i>Innovation Multimedia Software Store</i>, <a href="https://www.digitalriver.com/v2...c_MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=;">https://www.digitalriver.com/v2...c_MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=</a>; [DR000093];</p>

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Claim No.	Claim Language of U.S. Patent No. 7,818,399	Digital River Secure Sales System
		<p><i>Zask Software Store</i>, <a href="http://www3.digitalriver.com/cgi-bin_C958CCE254093&amp;function=search_prod">http://www3.digitalriver.com/cgi-bin_C958CCE254093&amp;function=search_prod</a>; [DR000094];</p> <p><i>North Beach Labs Software Store</i>, <a href="http://www.digitalriver.com/dr/v2/ec_MAIN.Entry?SP=10007&amp;CID=0&amp;SID=66">http://www.digitalriver.com/dr/v2/ec_MAIN.Entry?SP=10007&amp;CID=0&amp;SID=66</a>; [DR000095];</p> <p><i>Welcome to Blue Byte Software, Inc. Ordering System</i>, <a href="http://www3.digitalriver.com/cgi-bin/Tango.cgi/esd/Blubyte/welcome.qry">http://www3.digitalriver.com/cgi-bin/Tango.cgi/esd/Blubyte/welcome.qry</a>; [DR000096-97];</p> <p><i>Asto F/X Corporation Software Store</i>, <a href="http://www.digitalriver.com/dr/v2/ec_main.entry?sr=10007&amp;cid=0&amp;sid=29">http://www.digitalriver.com/dr/v2/ec_main.entry?sr=10007&amp;cid=0&amp;sid=29</a>; [DR000098-100];</p> <p><i>SFS Software Software Store</i>, <a href="http://www.digitalriver.com/dr/v2/ec_MAIN.Entry10?PN=1&amp;SP=10023&amp;V1=10952">http://www.digitalriver.com/dr/v2/ec_MAIN.Entry10?PN=1&amp;SP=10023&amp;V1=10952</a>; [DR000101];</p> <p><i>Sapient Software Software Store</i>, <a href="http://www.digitalriver.com/dr/v2/ec_MAIN.Master">http://www.digitalriver.com/dr/v2/ec_MAIN.Master</a>; [DR000102-103];</p> <p><i>Buycomp.com</i>, <a href="http://www.digitalriver.com/dr/v2/ec_MAIN.Entry10?V1=10029&amp;PN=1&amp;cid=5452">http://www.digitalriver.com/dr/v2/ec_MAIN.Entry10?V1=10029&amp;PN=1&amp;cid=5452</a>; [DR000104-111];</p> <p><i>DTP Direct</i>, <a href="http://www4.digitalriver.com/cgi-bin/Tango2.cgi/dealer/dtpdirect/home/qry?id=1020&amp;level=;">http://www4.digitalriver.com/cgi-bin/Tango2.cgi/dealer/dtpdirect/home/qry?id=1020&amp;level=</a>; [DR000112];</p> <p><i>Lucia Font Family</i>, <a href="http://www3.digitalriver.com/cgi-bin/Tango3.cgi/digitalriver/vandv/setdetail.qry?set=Lucia2">http://www3.digitalriver.com/cgi-bin/Tango3.cgi/digitalriver/vandv/setdetail.qry?set=Lucia2</a>; [DR000113-115];</p> <p><i>Digital River Proposal Summary</i>, April 29, 1998, Figures 1, 2; [DR000066-72];</p> <p><i>MICROPROSE</i>, [DR001002-1003];</p> <p><a href="http://www.digitalriver.com/dr/v2/...IN.Entry10?SP=10023&amp;PN=1&amp;V1=101760">http://www.digitalriver.com/dr/v2/...IN.Entry10?SP=10023&amp;PN=1&amp;V1=101760</a>; [DR001247];</p>

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Claim No.	Claim Language of U.S. Patent No. 7,818,399	Digital River Secure Sales System
		<p><i>Adaptex, Inc.</i>, <a href="http://www.digitalriver.com/drv2/ec_main.entry?sid=6734&amp;sp=10007&amp;cid=0">http://www.digitalriver.com/drv2/ec_main.entry?sid=6734&amp;sp=10007&amp;cid=0</a>; [DR002313];</p> <p><i>Sapient Software</i>, <a href="http://www.digitalriver.com/drv2/ec_MAIN.Master">http://www.digitalriver.com/drv2/ec_MAIN.Master</a>; [DR011752-11753];</p> <p><i>SFS Software</i>, <a href="http://www.digitalriver.com/drv2/ec_MAIN.Entry10?PN=1&amp;SP=10023&amp;V1=10952">http://www.digitalriver.com/drv2/ec_MAIN.Entry10?PN=1&amp;SP=10023&amp;V1=10952</a>; [DR011948];</p> <p><i>Ostis Software</i>; <a href="https://www.digitalriver.com/drv2/ec_MAIN.Entry11?SP=10039&amp;PN=1">https://www.digitalriver.com/drv2/ec_MAIN.Entry11?SP=10039&amp;PN=1</a>; [DR012171];</p> <p><i>Net Namry</i>; <a href="https://www.digitalriver.com/v2...e_MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-">https://www.digitalriver.com/v2...e_MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-</a>; [DR012399];</p> <p><i>Nesbitt Software Corporation</i>, <a href="http://www.digitalriver.com/drv2/ec_MAIN.Master">http://www.digitalriver.com/drv2/ec_MAIN.Master</a>; [DR012486-12487];</p> <p><i>Sanbow International, Inc.</i>; <a href="http://www.digitalriver.com/drv2/ec_MAIN.Entry10?PN=1&amp;SP=10023&amp;V1=19980">http://www.digitalriver.com/drv2/ec_MAIN.Entry10?PN=1&amp;SP=10023&amp;V1=19980</a>; [DR012586];</p> <p><i>Tympani Development</i>, <a href="http://www4.digitalriver.com/digitalriver/tympani/baske2.htm">http://www4.digitalriver.com/digitalriver/tympani/baske2.htm</a>; [DR013400-13401; DR013404-13410];</p> <p><i>Valley of Fire Software</i>, <a href="http://www.digitalriver.com/drv2/ec_MAIN.Entry11?SP=10039&amp;PN=1">http://www.digitalriver.com/drv2/ec_MAIN.Entry11?SP=10039&amp;PN=1</a>; [DR013718-13720];</p> <p><i>Virtus Corporation</i>, <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];</p> <p><i>Jan's Journeys</i>, <a href="http://www3.digitalriver/cgi-bin/Tango.cgi/esd/Webering/insertitem.qry? UserReference=-">http://www3.digitalriver/cgi-bin/Tango.cgi/esd/Webering/insertitem.qry? UserReference=-</a>; [DR014211];</p> <p><i>Wheeler Arts</i>, <a href="http://www.digitalriver.com/drv2/ec_MAIN.Entry?SID=748&amp;SP=10007&amp;CID=0">http://www.digitalriver.com/drv2/ec_MAIN.Entry?SID=748&amp;SP=10007&amp;CID=0</a>; [DR014452-14453];</p> <p><i>Whirlwind Technologies</i>, <a href="http://www3.digitalriver.com/cgi-b...digitalriver/whirlwind/welcome.qry">http://www3.digitalriver.com/cgi-b...digitalriver/whirlwind/welcome.qry</a>; [DR014553-14555];</p>

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Claim No.	Claim Language of U.S. Patent No. 7,818,399	Digital River Secure Sales System
		<p><i>Wilson Learning Corporation</i>, <a href="https://www.digitalriver.com/drv2/ec_MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-">https://www.digitalriver.com/drv2/ec_MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-</a>; [DR014746-14747];</p> <p><i>Wilson Learning Corporation</i>, <a href="https://www.digitalriver.com/drv2/ec_MAIN.Entry11?SP=10039&amp;PN=1">https://www.digitalriver.com/drv2/ec_MAIN.Entry11?SP=10039&amp;PN=1</a>; [DR014794];</p> <p><i>Cyber 411</i>, <a href="http://www3.digitalriver.com/cgi-b...2AC16A60DCD29&amp;function=search_prod">http://www3.digitalriver.com/cgi-b...2AC16A60DCD29&amp;function=search_prod</a>; [DR015415];</p> <p><i>Encore Multimedia</i>, <a href="https://www.digitalriver.com/v2...e_MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-">https://www.digitalriver.com/v2...e_MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-</a>; [DR015956];</p> <p><i>Extensis PhotoTools</i>, <a href="http://www3.digitalriver.com/cgi-b...8FAA5A5AFB59B66B0&amp;detail=phototools">http://www3.digitalriver.com/cgi-b...8FAA5A5AFB59B66B0&amp;detail=phototools</a>; [DR016261-16268; DR016300-16305];</p> <p><i>Peach Systems</i>, <a href="http://www.digitalriver.com/drv2/ec_MAIN.Entry10?PN=1&amp;SP=10023&amp;V1=114/9">http://www.digitalriver.com/drv2/ec_MAIN.Entry10?PN=1&amp;SP=10023&amp;V1=114/9</a>; [DR016499];</p> <p><i>Peak Technology Ltd.</i>, <a href="http://www.digitalriver.com/v20/plsq/ec_Main.Entry?SP=10007&amp;SID=15008&amp;CID=0">http://www.digitalriver.com/v20/plsq/ec_Main.Entry?SP=10007&amp;SID=15008&amp;CID=0</a>; [DR016550-16552];</p> <p><i>PIM Srl</i>, <a href="https://www.digitalriver.com/drv2/ec_MAIN.Entry11?SP=10039&amp;PN=1">https://www.digitalriver.com/drv2/ec_MAIN.Entry11?SP=10039&amp;PN=1</a>; [DR016751; DR016754-16755];</p> <p><i>PT Software, Inc.</i>, <a href="http://www.digitalriver.com/drv2/ec_MAIN.Entry10?PN=1&amp;SP=10023&amp;V1=20661">http://www.digitalriver.com/drv2/ec_MAIN.Entry10?PN=1&amp;SP=10023&amp;V1=20661</a>; [DR017056];</p> <p><i>RBC, Inc.</i>; <a href="https://www.digitalriver.com/v2...c_MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-">https://www.digitalriver.com/v2...c_MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-</a>; [DR017278];</p> <p><i>JP Software, Inc.</i>, <a href="http://www3.digitalriver.com/cgi-bin/Tango.cgi/digitalriver/jpsoft/welcome.qry">http://www3.digitalriver.com/cgi-bin/Tango.cgi/digitalriver/jpsoft/welcome.qry</a>; [DR018176];</p>

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Claim No.	Claim Language of U.S. Patent No. 7,818,399	Digital River Secure Sales System
		<p><i>Sonera Technologies</i>, <a href="http://www3.digitalriver.com/cgi-bin/Tango6.cgi/esd/sonera/welcome.qry">http://www3.digitalriver.com/cgi-bin/Tango6.cgi/esd/sonera/welcome.qry</a>; [DR018642];</p> <p><i>DisplayMate for Windows</i>, <a href="http://www3.digitalriver.com/cgi-bin/Tang...erence=2BD41D0878A06990&amp;prod=STD-60001-A1">http://www3.digitalriver.com/cgi-bin/Tang...erence=2BD41D0878A06990&amp;prod=STD-60001-A1</a>; [DR018643];</p> <p><i>Southern Software, Inc.</i>, <a href="http://www.digitalriver.com/drv2/ec_MAIN.Entry10?PN=1&amp;SP=10023&amp;V1=19092">http://www.digitalriver.com/drv2/ec_MAIN.Entry10?PN=1&amp;SP=10023&amp;V1=19092</a>; [DR018660];</p> <p><i>Spectrum Unlimited</i>, <a href="http://www.digitalriver.com/drv2/ec_Main.Entry?SP=10007&amp;SID=399&amp;CID=0&amp;CUR=846">http://www.digitalriver.com/drv2/ec_Main.Entry?SP=10007&amp;SID=399&amp;CID=0&amp;CUR=846</a>; [DR019032];</p> <p><i>Cat Computer Services (P) Ltd.</i>, <a href="https://www.digitalriver.com/v2...c_MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-">https://www.digitalriver.com/v2...c_MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-</a>; [DR019161];</p> <p><i>Cloud Dragon Designs</i>, <a href="http://www.digitalriver.com/v20...IN.Entry11?sp=10007&amp;PN=1&amp;cid=57">http://www.digitalriver.com/v20...IN.Entry11?sp=10007&amp;PN=1&amp;cid=57</a>; [DR019348];</p> <p><i>Cloud Dragon Designs</i>, <a href="http://www3.digitalriver.com/cgi-bin/Ta...ence=EFCF6FF7BC4E7715&amp;function=continue">http://www3.digitalriver.com/cgi-bin/Ta...ence=EFCF6FF7BC4E7715&amp;function=continue</a>; [DR019354-19357];</p> <p><i>QRSMusic</i>, <a href="https://www.digitalriver.com/v2...c_MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-">https://www.digitalriver.com/v2...c_MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-</a>; [DR020394];</p> <p><i>QRSMusic</i>, <a href="http://www3.digitalriver.com/cgi-bin/Tango.cgi/esd/QRSMusic/welcome.qry?">http://www3.digitalriver.com/cgi-bin/Tango.cgi/esd/QRSMusic/welcome.qry?</a>; [DR020395-20398];</p> <p><i>PHD Computer Consultants Ltd.</i>, <a href="https://www.digitalriver.com/drv2/ec_main.entry?sp=10007&amp;cid=0&amp;sid=237">https://www.digitalriver.com/drv2/ec_main.entry?sp=10007&amp;cid=0&amp;sid=237</a>; [DR020584];</p> <p><i>ParaMind</i>, <a href="http://www.digitalriver.com/v2...c_MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-">http://www.digitalriver.com/v2...c_MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-</a>; [DR020638];</p>

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Claim No.	Claim Language of U.S. Patent No. 7,818,399	Digital River Secure Sales System
		<p><i>Cyber 411</i>, <a href="http://www3.digitalriver.com/cgi-b...2AC16A60DCD29&amp;function=search_prod">http://www3.digitalriver.com/cgi-b...2AC16A60DCD29&amp;function=search_prod</a>; [DR020696];</p> <p><i>Fixed It! Software</i>, <a href="https://www.digitalriver.com/v2...c_MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-">https://www.digitalriver.com/v2...c_MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-</a>; [DR020730];</p> <p><i>Forward Design</i>, <a href="https://www.digitalriver.com/v2...c_MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-">https://www.digitalriver.com/v2...c_MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-</a>; [DR020807];</p> <p><i>Global Majic Software, Inc.</i>, <a href="http://www3.digitalriver.com/cgi-bin/Tango.cgi/digitalriver/gms/welcome.qry">http://www3.digitalriver.com/cgi-bin/Tango.cgi/digitalriver/gms/welcome.qry</a>; [DR020915-20916];</p> <p><i>Global Majic Software, Inc.</i>, <a href="https://www.digitalriver.com/v20/plsq/ec_Main.Entry9?SP=10039&amp;PN=1&amp;sl=-">https://www.digitalriver.com/v20/plsq/ec_Main.Entry9?SP=10039&amp;PN=1&amp;sl=-</a>; [DR020931];</p> <p><i>Global Majic Software, Inc.</i>, <a href="http://www.digitalriver.com/v20...IN.Entry?SID=129&amp;SP=10007&amp;CID=0">http://www.digitalriver.com/v20...IN.Entry?SID=129&amp;SP=10007&amp;CID=0</a>; [DR020932-20933];</p> <p><i>IDM Computer Services</i>, <a href="https://www.digitalriver.com/v2...c_MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-">https://www.digitalriver.com/v2...c_MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-</a>; [DR021425];</p> <p><i>Incline Software, LC</i>, <a href=".../ec_Main.Entry?SP=10007&amp;SID=30196&amp;CID=0&amp;CUR=840&amp;DSP=0&amp;GRP=0&amp;CACHE_ID">.../ec_Main.Entry?SP=10007&amp;SID=30196&amp;CID=0&amp;CUR=840&amp;DSP=0&amp;GRP=0&amp;CACHE_ID</a>; [DR021508];</p> <p><i>Innovation Multimedia</i>, <a href="https://www.digitalriver.com/v2...c_MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-">https://www.digitalriver.com/v2...c_MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-</a>; [DR021688];</p> <p><i>Intelligent Technologies</i>, <a href="https://www.digitalriver.com/v2...c_MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-">https://www.digitalriver.com/v2...c_MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-</a>; [DR021824];</p> <p><i>InterDimensions Corp.</i>, <a href="https://www.digitalriver.com/v2...c_MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-">https://www.digitalriver.com/v2...c_MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-</a>; [DR021884];</p> <p><i>IrwinWare</i>, <a href="http://www.digitalriver.com/drv2/ec_Main.Entry17c?SP=10007&amp;PN=5&amp;CID=0&amp;SID=546&amp;PID=24147">http://www.digitalriver.com/drv2/ec_Main.Entry17c?SP=10007&amp;PN=5&amp;CID=0&amp;SID=546&amp;PID=24147</a>; [DR021884];</p>

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Claim No.	Claim Language of U.S. Patent No. 7,818,399	Digital River Secure Sales System
		<p>[DR021996];</p> <p><i>Olympus America, Inc.</i>, <a href="http://www.digitalriver.com/drv2/ec_MAIN.Entry?SP=10007&amp;SID=64&amp;CID=0">http://www.digitalriver.com/drv2/ec_MAIN.Entry?SP=10007&amp;SID=64&amp;CID=0</a>; [DR022112-22116];</p> <p><i>Omnibus Typografi</i>, <a href="http://www.digitalriver.com/drv2/ec_MAIN.Entry?SID=405&amp;SP=10007&amp;CID=0">http://www.digitalriver.com/drv2/ec_MAIN.Entry?SID=405&amp;SP=10007&amp;CID=0</a>; [DR022212];</p> <p><i>Open Window Software</i>, <a href="https://www.digitalriver.com/v2..c_MAIN.Entry?SP=10039&amp;PN=1&amp;sl=-">https://www.digitalriver.com/v2..c_MAIN.Entry?SP=10039&amp;PN=1&amp;sl=-</a>; [DR022232];</p> <p><i>FileStream.com, Inc.</i>, <a href="http://www.digitalriv..ec_MAIN.Entry?SP=10007&amp;PN=5&amp;CID=0&amp;SID=124&amp;PID=18660">http://www.digitalriv..ec_MAIN.Entry?SP=10007&amp;PN=5&amp;CID=0&amp;SID=124&amp;PID=18660</a>; [DR022291];</p> <p><i>FileStream.com, Inc.</i>, <a href="http://www.digitalriv..ec_MAIN.Entry?SP=10007&amp;PN=5&amp;CID=0&amp;SID=124&amp;PID=18267">http://www.digitalriv..ec_MAIN.Entry?SP=10007&amp;PN=5&amp;CID=0&amp;SID=124&amp;PID=18267</a>; [DR022295-22296];</p> <p><i>Parthenon Development Corp.</i>, <a href="https://www.digitalriver.com/drv2/ec_MAIN.Entry?SP=10039&amp;PN=1">https://www.digitalriver.com/drv2/ec_MAIN.Entry?SP=10039&amp;PN=1</a>; [DR022379];</p> <p><i>DTP Direct</i>, <a href="https://www.digitalriver.com/drv2/ec_MAIN.Entry?SP=10039&amp;PN=1">https://www.digitalriver.com/drv2/ec_MAIN.Entry?SP=10039&amp;PN=1</a>; [DR022396];</p> <p><i>KH Software Development</i>, <a href="http://www.digitalriver.com/drv2/..10007&amp;PN=5&amp;CID=0&amp;SID=912&amp;PID=20301">http://www.digitalriver.com/drv2/..10007&amp;PN=5&amp;CID=0&amp;SID=912&amp;PID=20301</a>; [DR022595];</p> <p><i>KnoWare, Inc.</i>, <a href="https://www.digitalriver.com/drv2/ec_MAIN.Entry?SP=10039&amp;PN=1">https://www.digitalriver.com/drv2/ec_MAIN.Entry?SP=10039&amp;PN=1</a>; [DR022645];</p> <p><i>KnoWare, Inc.</i>, <a href="http://www3.digitalriver.com/cgi-bin..c/itemdetail.qry?prod=KWI-60001-D1">http://www3.digitalriver.com/cgi-bin..c/itemdetail.qry?prod=KWI-60001-D1</a>; [DR022671-22672];</p>

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Claim No.	Claim Language of U.S. Patent No. 7,818,399	Digital River Secure Sales System
		<p><i>Lateral Technologies</i>, <a href="https://www.digitalriver.com/v2..c_MAIN.Entry?SP=10039&amp;PN=1&amp;sl=-">https://www.digitalriver.com/v2..c_MAIN.Entry?SP=10039&amp;PN=1&amp;sl=-</a>; [DR022714];</p> <p><i>LatticeWork Software</i>, <a href="http://www.digitalriver.com/drv2/ec_MAIN.Entry?SP=10007&amp;PN=5&amp;CID=0&amp;SID=255&amp;PID=11972">http://www.digitalriver.com/drv2/ec_MAIN.Entry?SP=10007&amp;PN=5&amp;CID=0&amp;SID=255&amp;PID=11972</a>; [DR022732-22733];</p> <p><i>Live Picture</i>, <a href="http://www3.digitalriver.com/cgi-bin/river/livepicture/welcome.qry">http://www3.digitalriver.com/cgi-bin/river/livepicture/welcome.qry</a>; [DR023055];</p> <p><i>Live Picture</i>, <a href="http://www3.digitalriver.com/di..._UserReference=D39AE4981060E05E">http://www3.digitalriver.com/di..._UserReference=D39AE4981060E05E</a>; [DR023056-23057];</p> <p><a href="http://www3.digitalriver.com/di...&amp;item=LPI-5000-A1&amp;Version=WIN95">http://www3.digitalriver.com/di...&amp;item=LPI-5000-A1&amp;Version=WIN95</a>; [DR023058];</p> <p><a href="http://www3.digitalriver.com/di...F05E&amp;function=form&amp;order=113646">http://www3.digitalriver.com/di...F05E&amp;function=form&amp;order=113646</a>; [DR023059];</p> <p><i>WinSite</i>, <a href="http://www.digitalriver.com/drv2/ec_MAIN.Master">http://www.digitalriver.com/drv2/ec_MAIN.Master</a>; [DR023093; DR023095];</p> <p><i>DTP Direct</i>, <a href="http://www.digitalriver.com/dr..c_MAIN.Entry?SP=10039&amp;PN=1&amp;sl=-">http://www.digitalriver.com/dr..c_MAIN.Entry?SP=10039&amp;PN=1&amp;sl=-</a>; [DR023202];</p> <p><i>M.Casco Associates</i>, <a href="https://www.digitalriver.com/v2..c_MAIN.Entry?SP=10039&amp;PN=1&amp;sl=-">https://www.digitalriver.com/v2..c_MAIN.Entry?SP=10039&amp;PN=1&amp;sl=-</a>; [DR023236];</p> <p><i>Mach5 Software</i>, <a href="https://www.digitalriver.com/v2..c_MAIN.Entry?SP=10039&amp;PN=1&amp;sl=-">https://www.digitalriver.com/v2..c_MAIN.Entry?SP=10039&amp;PN=1&amp;sl=-</a>; [DR023264];</p> <p><i>MacPEAK</i>, <a href="http://www.digitalriver.com/drv2/ec_MAIN.Entry?SP=10007&amp;PN=5&amp;CID=0&amp;SID=37&amp;PID=9749">http://www.digitalriver.com/drv2/ec_MAIN.Entry?SP=10007&amp;PN=5&amp;CID=0&amp;SID=37&amp;PID=9749</a>; [DR023282];</p> <p><i>Magic Software</i>, <a href="http://www.digitalriver.com/cgi-bin/magic3/welcome.qry">http://www.digitalriver.com/cgi-bin/magic3/welcome.qry</a>; [DR023359];</p> <p><i>Markus Friberg Data</i>, <a href="https://www.digitalriver.com/v2..c_MAIN.Entry?SP=10039&amp;PN=1&amp;sl=-">https://www.digitalriver.com/v2..c_MAIN.Entry?SP=10039&amp;PN=1&amp;sl=-</a>; [DR023404];</p>

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Claim No.	Claim Language of U.S. Patent No. 7,818,399	Digital River Secure Sales System
		<p><i>Matchup Sports</i>, <a href="https://www.digitalriver.com/v2..c_MAIN.Entry?SP=10039&amp;PN=1&amp;sl=-">https://www.digitalriver.com/v2..c_MAIN.Entry?SP=10039&amp;PN=1&amp;sl=-</a>; [DR023442];</p> <p><i>Medea International Limited</i>, <a href="http://www.digitalriver.com/drv2/ec_MAIN.Master">http://www.digitalriver.com/drv2/ec_MAIN.Master</a>; [DR023746];</p> <p><i>KittyHawk Software, Inc.</i>, <a href="http://www3.digitalriver.com/cgi-bin..wk/itemdetail.qry?prod=KH-60002-A1">http://www3.digitalriver.com/cgi-bin..wk/itemdetail.qry?prod=KH-60002-A1</a>; [DR023884];</p> <p><i>Mercury Interactive Corp.</i>, <a href="https://www.digitalriver.com/v2..ec_Main.Entry?SP=10039&amp;PN=1">https://www.digitalriver.com/v2..ec_Main.Entry?SP=10039&amp;PN=1</a>; [DR023887-23888];</p> <p><i>Morpheus Software</i>, <a href="https://www.digitalriver.com/v2..c_MAIN.Entry?SP=10039&amp;PN=1&amp;sl=-">https://www.digitalriver.com/v2..c_MAIN.Entry?SP=10039&amp;PN=1&amp;sl=-</a>; [DR024342];</p> <p><i>DTP Direct</i>, <a href="https://www.digitalriver.com/dr..c_MAIN.Entry?SP=10039&amp;PN=1&amp;sl=-">https://www.digitalriver.com/dr..c_MAIN.Entry?SP=10039&amp;PN=1&amp;sl=-</a>; [DR024360];</p> <p><i>M &amp; R Technologies, Inc.</i>, <a href="https://www.digitalriver.com/v2..c_MAIN.Entry?SP=10039&amp;PN=1&amp;sl=-">https://www.digitalriver.com/v2..c_MAIN.Entry?SP=10039&amp;PN=1&amp;sl=-</a>; [DR024369];</p> <p><i>MSI Software, Inc.</i>, <a href="https://www.digitalriver.com/v2..c_MAIN.Entry?SP=10039&amp;PN=1&amp;sl=-">https://www.digitalriver.com/v2..c_MAIN.Entry?SP=10039&amp;PN=1&amp;sl=-</a>; [DR024389];</p> <p><i>DTP Direct</i>, <a href="https://www.digitalriver.com/dr..c_MAIN.Entry?SP=10039&amp;PN=1&amp;sl=-">https://www.digitalriver.com/dr..c_MAIN.Entry?SP=10039&amp;PN=1&amp;sl=-</a>; [DR024415];</p> <p><i>Mythic Images</i>, <a href="https://www.digitalriver.com/v2..c_MAIN.Entry?SP=10039&amp;PN=1&amp;sl=-">https://www.digitalriver.com/v2..c_MAIN.Entry?SP=10039&amp;PN=1&amp;sl=-</a>; [DR024512];</p> <p><i>Mythic Images</i>, <a href="https://www.digitalriver.com/v2..c_MAIN.Entry?SP=10039&amp;PN=1&amp;sl=-">https://www.digitalriver.com/v2..c_MAIN.Entry?SP=10039&amp;PN=1&amp;sl=-</a>; [DR024532];</p> <p><i>NetFormation, Inc.</i>, <a href="https://www.digitalriver.com/v2..c_MAIN.Entry?SP=10039&amp;PN=1&amp;sl=-">https://www.digitalriver.com/v2..c_MAIN.Entry?SP=10039&amp;PN=1&amp;sl=-</a>; [DR024601];</p> <p><i>NetResults Corporation</i>, <a href="https://www.digitalriver.com/v2..l.ec_MAIN.Entry?SP=10039&amp;PN=1">https://www.digitalriver.com/v2..l.ec_MAIN.Entry?SP=10039&amp;PN=1</a>; [DR024649];</p>

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Claim No.	Claim Language of U.S. Patent No. 7,818,399	Digital River Secure Sales System
		<p><i>DTP Direct</i>, <a href="https://www.digitalriver.com/drv2/ec_MAIN.Entry?SP=10039&amp;PN=1">https://www.digitalriver.com/drv2/ec_MAIN.Entry?SP=10039&amp;PN=1</a>; [DR024675];</p> <p><i>New Perspective Software, Inc.</i>, <a href="https://www.digitalriver.com/v2..c_MAIN.Entry?SP=10039&amp;PN=1&amp;sl=-">https://www.digitalriver.com/v2..c_MAIN.Entry?SP=10039&amp;PN=1&amp;sl=-</a>; [DR024693];</p> <p><i>New Vision Technologies, Inc.</i>, <a href="https://www.digitalriver.com/v2..c_MAIN.Entry?SP=10039&amp;PN=1&amp;sl=-">https://www.digitalriver.com/v2..c_MAIN.Entry?SP=10039&amp;PN=1&amp;sl=-</a>; [DR024736];</p> <p><i>NiceTime Entertainment</i>, <a href="https://www.digitalriver.com/v2..c_MAIN.Entry?SP=10039&amp;PN=1&amp;sl=-">https://www.digitalriver.com/v2..c_MAIN.Entry?SP=10039&amp;PN=1&amp;sl=-</a>; [DR024844];</p> <p><i>Nordic Software</i>, <a href="https://www.digitalriver.com/drv2/ec_MAIN.Entry?SP=10039&amp;PN=1">https://www.digitalriver.com/drv2/ec_MAIN.Entry?SP=10039&amp;PN=1</a>; [DR024880];</p> <p><i>3DP Object Technology, Inc.</i>, <a href="https://www.digitalriver.com/v2..c_MAIN.Entry?SP=10039&amp;PN=1&amp;sl=-">https://www.digitalriver.com/v2..c_MAIN.Entry?SP=10039&amp;PN=1&amp;sl=-</a>; [DR025125];</p> <p><i>DTP Direct</i>, <a href="https://www.digitalriver.com/dr..c_MAIN.Entry?SP=10039&amp;PN=1&amp;sl=-">https://www.digitalriver.com/dr..c_MAIN.Entry?SP=10039&amp;PN=1&amp;sl=-</a>; [DR025142];</p> <p><i>A. J. Enterprises</i>, <a href="http://www.digitalriver.com/digitalriver/ajent/itemdetail.qry?prod=AJI-001">http://www.digitalriver.com/digitalriver/ajent/itemdetail.qry?prod=AJI-001</a>; [DR025445-25446];</p> <p><i>Cyber 411</i>, <a href="http://www3.digitalriver.com/cgi-bin..BASE?3D1BF84D&amp;function=search_prod">http://www3.digitalriver.com/cgi-bin..BASE?3D1BF84D&amp;function=search_prod</a>; [DR025637];</p> <p><i>Apple Mountain Software</i>, <a href="https://www.digitalriver.com/v2..c_MAIN.Entry?SP=10039&amp;PN=1&amp;sl=-">https://www.digitalriver.com/v2..c_MAIN.Entry?SP=10039&amp;PN=1&amp;sl=-</a>; [DR025786];</p> <p><i>ARCaine Technology</i>, <a href="http://www4.digitalriver.com/cgi-bin/Tan...ion=insert&amp;item=ARC-60012-A1&amp;version=DC">http://www4.digitalriver.com/cgi-bin/Tan...ion=insert&amp;item=ARC-60012-A1&amp;version=DC</a>; [DR025814];</p> <p><i>ARCaine Technology</i>, <a href="http://v1.digitalriver.com/cgi-bin/tmcgi/arcaine.htm">http://v1.digitalriver.com/cgi-bin/tmcgi/arcaine.htm</a>; [DR025816];</p> <p><i>ARCaine Technology</i>, <a href="http://www4.digitalriver.com/cgi-bin/Tango.cgi/digitalriver/arcaine/welcome.q">http://www4.digitalriver.com/cgi-bin/Tango.cgi/digitalriver/arcaine/welcome.q</a>; [DR025821-25823];</p>

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Claim No.	Claim Language of U.S. Patent No. 7,818,399	Digital River Secure Sales System
		<p><i>Artbeats Software</i>, <a href="http://www.digitalriver.com/dr/v2/ec_MAIN.Entry10?PN=1&amp;SP=10023&amp;V1=11495">http://www.digitalriver.com/dr/v2/ec_MAIN.Entry10?PN=1&amp;SP=10023&amp;V1=11495</a>; [DR025922];</p> <p><i>Atlanta Computer Resources</i>, <a href="https://www.digitalriver.com/v2...c_MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-">https://www.digitalriver.com/v2...c_MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-</a>; [DR025990];</p> <p><i>Up To Par</i>, <a href="http://www3.digitalriver.com/cgi-b...s/itemdetail.qry?prod=AUT-83001-A1">http://www3.digitalriver.com/cgi-b...s/itemdetail.qry?prod=AUT-83001-A1</a>; [DR026068];</p> <p><i>Author Direct Shareware</i>, <a href="https://www.digitalriver.com/v2...c_MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-">https://www.digitalriver.com/v2...c_MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-</a>; [DR026163];</p> <p><i>Best Effort Software</i>, <a href="http://www.digitalriv...ec_MAIN.Entry17c?SP=10007&amp;PN=5&amp;CID=0&amp;SID=81&amp;PID=17937">http://www.digitalriv...ec_MAIN.Entry17c?SP=10007&amp;PN=5&amp;CID=0&amp;SID=81&amp;PID=17937</a>; [DR026303];</p> <p><i>Best Effort Software</i>, <a href="https://www.digitalriver.com/v2...c_MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-">https://www.digitalriver.com/v2...c_MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-</a>; [DR026323];</p> <p><i>BuenSoft Co.</i>, <a href="https://www.digitalriver.com/v2...c_MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-">https://www.digitalriver.com/v2...c_MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-</a>; [DR026516];</p> <p><i>1<sup>st</sup> Stop</i>, <a href="http://www.1stopsoft.com/how2buy.htm">http://www.1stopsoft.com/how2buy.htm</a>; [DR001141-1143];</p> <p><i>ScheduleMaker</i>, <a href="http://web.archive.org/web/20000303191644/www.craigsystems.com/">http://web.archive.org/web/20000303191644/www.craigsystems.com/</a>; [DR026692];</p> <p>[DR026693]; and</p> <p>[DR026694].</p> <p>[DR034615-16] (data associated with source page Digital Frontiers stored on DR server).</p> <p>[DR034606-07] (data associated with source page Bitstream stored on DR server).</p>

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Claim No.	Claim Language of U.S. Patent No. 7,818,399	Digital River Secure Sales System
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.	<p><i>Welcome to Bitstream, Inc.</i>, <a href="http://www.archive.org/web/19961019044742/www2.digitalriver.com/bit/index.html">http://www.archive.org/web/19961019044742/www2.digitalriver.com/bit/index.html</a>; and as reconstructed inserting referenced .gif files; [DR000028-31], [DR000032]; see also <i>Facsimile from Andrea Rizzo of Bitstream, Inc.</i>, dated January 24, 1997; [DR000080-86] (forwarding copies of individual Digital River maintained pages for Bitstream online ordering system);</p> <p><i>Seattle Support Group</i>, <a href="http://www.digitalriver.com/digitalriver/Welcome.qry?type=I+id=1001">http://www.digitalriver.com/digitalriver/Welcome.qry?type=I+id=1001</a>; and <a href="http://www.digitalriver.com/digitalriver/insertitem.qry?function=insert&amp;item=CDPLV1-TOTW">http://www.digitalriver.com/digitalriver/insertitem.qry?function=insert&amp;item=CDPLV1-TOTW</a>; [DR000039-50] (Correspondence from Yasuo Noshiro, dated August 2, 1996);</p> <p><i>1<sup>st</sup> Software</i>, <a href="http://www3.digitalriver.com/cgi-b...A1&amp;_UserReference=8SDE7EC7E9BB063A">http://www3.digitalriver.com/cgi-b...A1&amp;_UserReference=8SDE7EC7E9BB063A</a>; [DR000087-88];</p> <p><i>DTP Direct Software Store</i>, <a href="https://www.digitalriver.com/dr...c_MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-">https://www.digitalriver.com/dr...c_MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-</a>; [DR000091];</p> <p><i>Zask Software Store</i>, <a href="http://www3.digitalriver.com/cgi-b...C958CCE254093&amp;function=search_prod">http://www3.digitalriver.com/cgi-b...C958CCE254093&amp;function=search_prod</a>; [DR000094];</p> <p><i>Buycomp.com</i>, <a href="http://www.digitalriver.com/dr/v2/ec_MAIN.Entry10?V1=10029&amp;PN=1&amp;cid=5452">http://www.digitalriver.com/dr/v2/ec_MAIN.Entry10?V1=10029&amp;PN=1&amp;cid=5452</a>; [DR000104-111];</p> <p><i>DTP Direct</i>, <a href="http://www4.digitalriver.com/cgi-bin/Tango2.cgi/dealer/dtpdirect/home/qry?Id=1020&amp;level=-">http://www4.digitalriver.com/cgi-bin/Tango2.cgi/dealer/dtpdirect/home/qry?Id=1020&amp;level=-</a>; [DR000112];</p> <p><i>MICROPROSE</i>; [DR001002-1003];</p> <p><i>Adaptec, Inc.</i>, <a href="http://www.digitalriver.com/dr/v2/ec_main.entry?sid=6734&amp;sp=10007&amp;cid=0">http://www.digitalriver.com/dr/v2/ec_main.entry?sid=6734&amp;sp=10007&amp;cid=0</a>; [DR002313];</p> <p><i>Sapient Software</i>, <a href="http://www.digitalriver.com/dr/v2/ec_MAIN.Master">http://www.digitalriver.com/dr/v2/ec_MAIN.Master</a>; [DR011752-11753];</p> <p><i>SFS Software</i>, <a href="http://www.digitalriver.com/dr/v2/ec_MAIN.Entry10?PN=1&amp;SP=10023&amp;V1=10952">http://www.digitalriver.com/dr/v2/ec_MAIN.Entry10?PN=1&amp;SP=10023&amp;V1=10952</a>; [DR011948];</p>

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Claim No.	Claim Language of U.S. Patent No. 7,818,399	Digital River Secure Sales System
		<p><i>Ostis Software</i>, <a href="https://www.digitalriver.com/dr/v2/ec_MAIN.Entry11?SP=10039&amp;PN=1">https://www.digitalriver.com/dr/v2/ec_MAIN.Entry11?SP=10039&amp;PN=1</a>; [DR012171];</p> <p><i>Net Nanny</i>, <a href="https://www.digitalriver.com/v2...c_MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-">https://www.digitalriver.com/v2...c_MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-</a>; [DR012399];</p> <p><i>Nesbitt Software Corporation</i>, <a href="http://www.digitalriver.com/dr/v2/ec_MAIN.Master">http://www.digitalriver.com/dr/v2/ec_MAIN.Master</a>; [DR012486-12487];</p> <p><i>Sunbow International, Inc.</i>, <a href="http://www.digitalriver.com/dr/v2/ec_MAIN.Entry10?PN=1&amp;SP=10023&amp;V1=19980">http://www.digitalriver.com/dr/v2/ec_MAIN.Entry10?PN=1&amp;SP=10023&amp;V1=19980</a>; [DR012586];</p> <p><i>Valley of Fire Software</i>, <a href="http://www.digitalriver.com/dr/v2/ec_MAIN.Entry11?SP=10039&amp;PN=1">http://www.digitalriver.com/dr/v2/ec_MAIN.Entry11?SP=10039&amp;PN=1</a>; [DR013718-13720];</p> <p><i>Wheeler Arts</i>, <a href="http://www.digitalriver.com/dr/v2/ec_MAIN.Entry9?SID=748&amp;SP=10007&amp;CID=0">http://www.digitalriver.com/dr/v2/ec_MAIN.Entry9?SID=748&amp;SP=10007&amp;CID=0</a>; [DR014452-14453];</p> <p><i>Wilson Learning Corporation</i>, <a href="https://www.digitalriver.com/dr/v2/ec_MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-">https://www.digitalriver.com/dr/v2/ec_MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-</a>; [DR014746-14747];</p> <p><i>Wilson Learning Corporation</i>, <a href="https://www.digitalriver.com/dr/v2/ec_MAIN.Entry11?SP=10039&amp;PN=1">https://www.digitalriver.com/dr/v2/ec_MAIN.Entry11?SP=10039&amp;PN=1</a>; [DR014794];</p> <p><i>Cyber 411</i>, <a href="http://www3.digitalriver.com/cgi-b...2AC16A60DCD29&amp;function=search_prod">http://www3.digitalriver.com/cgi-b...2AC16A60DCD29&amp;function=search_prod</a>; [DR015415];</p> <p><i>Encore Multimedia</i>, <a href="https://www.digitalriver.com/v2...c_MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-">https://www.digitalriver.com/v2...c_MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-</a>; [DR015956];</p> <p><i>Extensis PhotoTools</i>, <a href="http://www3.digitalriver.com/cgi-b...8FAA5AEAB59B6B0&amp;detail=phototools">http://www3.digitalriver.com/cgi-b...8FAA5AEAB59B6B0&amp;detail=phototools</a>; [DR016261-16268; DR016300-16305];</p> <p><i>Peach Systems</i>, <a href="http://www.digitalriver.com/dr/v2/ec_MAIN.Entry10?PN=1&amp;SP=10023&amp;V1=1149">http://www.digitalriver.com/dr/v2/ec_MAIN.Entry10?PN=1&amp;SP=10023&amp;V1=1149</a>; [DR016499];</p>

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Claim No.	Claim Language of U.S. Patent No. 7,818,399	Digital River Secure Sales System
		<p><i>Peak Technology Ltd.</i>, <a href="http://www.digitalriver.com/v20/plsq/ec_Main.Entry9?SP=10007&amp;SID=15008&amp;CID=0">http://www.digitalriver.com/v20/plsq/ec_Main.Entry9?SP=10007&amp;SID=15008&amp;CID=0</a>; [DR016550-16552];</p> <p><i>PIM Sari</i>, <a href="https://www.digitalriver.com/dr/v2/ec_MAIN.Entry11?SP=10039&amp;PN=1">https://www.digitalriver.com/dr/v2/ec_MAIN.Entry11?SP=10039&amp;PN=1</a>; [DR016751; DR016754-16755];</p> <p><i>PY Software, Inc.</i>, <a href="http://www.digitalriver.com/dr/v2/ec_MAIN.Entry10?PN=1&amp;SP=10023&amp;V1=20061">http://www.digitalriver.com/dr/v2/ec_MAIN.Entry10?PN=1&amp;SP=10023&amp;V1=20061</a>; [DR017056];</p> <p><i>RBC, Inc.</i>, <a href="https://www.digitalriver.com/v2...c_MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-">https://www.digitalriver.com/v2...c_MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-</a>; [DR017278];</p> <p><i>Southern Software, Inc.</i>, <a href="http://www.digitalriver.com/dr/v2/ec_MAIN.Entry10?PN=1&amp;SP=10023&amp;V1=19092">http://www.digitalriver.com/dr/v2/ec_MAIN.Entry10?PN=1&amp;SP=10023&amp;V1=19092</a>; [DR018660];</p> <p><i>Spectrum Unlimited</i>, <a href="http://www.digitalriver.com/dr/v2/ec_Main.Entry9?SP=10007&amp;SID=399&amp;CID=0&amp;CUR=840">http://www.digitalriver.com/dr/v2/ec_Main.Entry9?SP=10007&amp;SID=399&amp;CID=0&amp;CUR=840</a>; [DR019032];</p> <p><i>Cat Computer Services (P) Ltd.</i>, <a href="https://www.digitalriver.com/v2...c_MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-">https://www.digitalriver.com/v2...c_MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-</a>; [DR019161];</p> <p><i>Cloud Dragon Designs</i>, <a href="http://www.digitalriver.com/v20...IN.Entry11?sp=10007&amp;PN=1&amp;cid=57">http://www.digitalriver.com/v20...IN.Entry11?sp=10007&amp;PN=1&amp;cid=57</a>; [DR019348];</p> <p><i>QRSMusic</i>, <a href="https://www.digitalriver.com/v2...c_MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-">https://www.digitalriver.com/v2...c_MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-</a>; [DR020394];</p> <p><i>QRSMusic</i>, <a href="http://www3.digitalriver.com/cgi-bin/Tango.cgi/esd/QRSMusic/welcome.qry?">http://www3.digitalriver.com/cgi-bin/Tango.cgi/esd/QRSMusic/welcome.qry?</a> [DR020395-20398];</p> <p><i>ParaMind</i>, <a href="http://www.digitalriver.com/v2...c_MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-">http://www.digitalriver.com/v2...c_MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-</a>; [DR020638];</p> <p><i>Cyber 411</i>, <a href="http://www3.digitalriver.com/cgi-b...2AC16A60DCD29&amp;function=search_prod">http://www3.digitalriver.com/cgi-b...2AC16A60DCD29&amp;function=search_prod</a>; [DR020696];</p>

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		<p><i>Fixed It! Software</i>, <a href="https://www.digitalriver.com/v2...c.MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-; [DR020730];">https://www.digitalriver.com/v2...c.MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-; [DR020730];</a></p> <p><i>Forward Design</i>, <a href="https://www.digitalriver.com/v2...c.MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-; [DR020807];">https://www.digitalriver.com/v2...c.MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-; [DR020807];</a></p> <p><i>Global Majic Software, Inc.</i>, <a href="https://www.digitalriver.com/v20/pisq/ee.MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-; [DR020931];">https://www.digitalriver.com/v20/pisq/ee.MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-; [DR020931];</a></p> <p><i>Global Majic Software, Inc.</i>, <a href="http://www.digitalriver.com/v20...IN.Entry9?SID=129&amp;SP=10007&amp;CID=0; [DR020932-20933];">http://www.digitalriver.com/v20...IN.Entry9?SID=129&amp;SP=10007&amp;CID=0; [DR020932-20933];</a></p> <p><i>IDM Computer Services</i>, <a href="https://www.digitalriver.com/v2...c.MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-; [DR021425];">https://www.digitalriver.com/v2...c.MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-; [DR021425];</a></p> <p><i>Incline Software, LC</i>, <a href=".../ee.MAIN.Entry?SP=10007&amp;SID=30196&amp;CID=0&amp;CUR=840&amp;DSP=0&amp;PGRP=0&amp;CACHE_ID; [DR021508];">.../ee.MAIN.Entry?SP=10007&amp;SID=30196&amp;CID=0&amp;CUR=840&amp;DSP=0&amp;PGRP=0&amp;CACHE_ID; [DR021508];</a></p> <p><i>Innovation Multimedia</i>, <a href="https://www.digitalriver.com/v2...c.MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-; [DR021688];">https://www.digitalriver.com/v2...c.MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-; [DR021688];</a></p> <p><i>Intelligent Technologies</i>, <a href="https://www.digitalriver.com/v2...c.MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-; [DR021824];">https://www.digitalriver.com/v2...c.MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-; [DR021824];</a></p> <p><i>InterDimensions Corp.</i>, <a href="https://www.digitalriver.com/v2...c.MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-; [DR021884];">https://www.digitalriver.com/v2...c.MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-; [DR021884];</a></p> <p><i>Olympus America, Inc.</i>, <a href="http://www.digitalriver.com/dr/v2/ee.MAIN.Entry?SP=10007&amp;SID=64&amp;CID=0; [DR022112-22116];">http://www.digitalriver.com/dr/v2/ee.MAIN.Entry?SP=10007&amp;SID=64&amp;CID=0; [DR022112-22116];</a></p> <p><i>FileStream.com, Inc.</i>, <a href="http://www.digitalriv.../ee.MAIN.Entry?SP=10007&amp;PN=5&amp;CID=0&amp;SID=124&amp;PID=18660; [DR022291];">http://www.digitalriv.../ee.MAIN.Entry?SP=10007&amp;PN=5&amp;CID=0&amp;SID=124&amp;PID=18660; [DR022291];</a></p>

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		<p><i>FileStream.com, Inc.</i>, <a href="http://www.digitalriv.../ee.MAIN.Entry?SP=10007&amp;PN=5&amp;CID=0&amp;SID=124&amp;PID=18267; [DR022295-22296];">http://www.digitalriv.../ee.MAIN.Entry?SP=10007&amp;PN=5&amp;CID=0&amp;SID=124&amp;PID=18267; [DR022295-22296];</a></p> <p><i>Parthenon Development Corp.</i>, <a href="https://www.digitalriver.com/dr/v2/ee.MAIN.Entry?SP=10039&amp;PN=1; [DR022379];">https://www.digitalriver.com/dr/v2/ee.MAIN.Entry?SP=10039&amp;PN=1; [DR022379];</a></p> <p><i>DTP Direct</i>, <a href="https://www.digitalriver.com/dr/v2/ee.MAIN.Entry?SP=10039&amp;PN=1; [DR022396];">https://www.digitalriver.com/dr/v2/ee.MAIN.Entry?SP=10039&amp;PN=1; [DR022396];</a></p> <p><i>KH Software Development</i>, <a href="http://www.digitalriver.com/dr/v2...10007&amp;PN=5&amp;CID=0&amp;SID=912&amp;PID=20301; [DR022595];">http://www.digitalriver.com/dr/v2...10007&amp;PN=5&amp;CID=0&amp;SID=912&amp;PID=20301; [DR022595];</a></p> <p><i>KnoWare, Inc.</i>, <a href="https://www.wysiwyg/178https://www.digitalr.../v2/ee.MAIN.Entry?SP=10039&amp;PN=1; [DR022645];">https://www.wysiwyg/178https://www.digitalr.../v2/ee.MAIN.Entry?SP=10039&amp;PN=1; [DR022645];</a></p> <p><i>Lateral Technologies</i>, <a href="https://www.digitalriver.com/v2...c.MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-; [DR022714];">https://www.digitalriver.com/v2...c.MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-; [DR022714];</a></p> <p><i>LatticeWork Software</i>, <a href="http://www.digitalriver.com/dr/v2/ee.MAIN.Entry?SP=10007&amp;PN=5&amp;CID=0&amp;SID=255&amp;PID=11972; [DR022732-22733];">http://www.digitalriver.com/dr/v2/ee.MAIN.Entry?SP=10007&amp;PN=5&amp;CID=0&amp;SID=255&amp;PID=11972; [DR022732-22733];</a></p> <p><i>Live Picture</i>, <a href="http://www3.digitalriver.com/eg...alriver/livepicture/welcome.gry; [DR023055];">http://www3.digitalriver.com/eg...alriver/livepicture/welcome.gry; [DR023055];</a></p> <p><i>Live Picture</i>, <a href="http://www3.digitalriver.com/di...UserReference=D39AE4981060E05E; [DR023056-23057];">http://www3.digitalriver.com/di...UserReference=D39AE4981060E05E; [DR023056-23057];</a></p> <p><a href="http://www3.digitalriver.com/di...&amp;item=LPI-5000-A1&amp;Version=WIN95; [DR023058];">http://www3.digitalriver.com/di...&amp;item=LPI-5000-A1&amp;Version=WIN95; [DR023058];</a></p> <p><a href="http://www3.digitalriver.com/di...E05E&amp;function=form&amp;order=113646; [DR023059];">http://www3.digitalriver.com/di...E05E&amp;function=form&amp;order=113646; [DR023059];</a></p> <p><i>WinSite</i>, <a href="http://www.digitalriver.com/dr/v2/ee.MAIN.Master; [DR023093; DR023095];">http://www.digitalriver.com/dr/v2/ee.MAIN.Master; [DR023093; DR023095];</a></p>

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		<p><i>DTP Direct</i>, <a href="http://www.digitalriver.com/dr...c.MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-; [DR023202];">http://www.digitalriver.com/dr...c.MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-; [DR023202];</a></p> <p><i>M.Casco Associates</i>, <a href="https://www.digitalriver.com/v2...c.MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-; [DR023236];">https://www.digitalriver.com/v2...c.MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-; [DR023236];</a></p> <p><i>Mach5 Software</i>, <a href="https://www.digitalriver.com/v2...c.MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-; [DR023264];">https://www.digitalriver.com/v2...c.MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-; [DR023264];</a></p> <p><i>Markus Friberg Data</i>, <a href="https://www.digitalriver.com/v2...c.MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-; [DR023404];">https://www.digitalriver.com/v2...c.MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-; [DR023404];</a></p> <p><i>Matchup Sports</i>, <a href="https://www.digitalriver.com/v2...c.MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-; [DR023442];">https://www.digitalriver.com/v2...c.MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-; [DR023442];</a></p> <p><i>Medea International Limited</i>, <a href="http://www.digitalriver.com/dr/v2/ee.MAIN.Master; [DR023746];">http://www.digitalriver.com/dr/v2/ee.MAIN.Master; [DR023746];</a></p> <p><i>Mercury Interactive Corp.</i>, <a href="https://www.digitalriver.com/v2.../ee.Main.Entry?SP=10039&amp;PN=1; [DR023887-23888];">https://www.digitalriver.com/v2.../ee.Main.Entry?SP=10039&amp;PN=1; [DR023887-23888];</a></p> <p><i>Morpheus Software</i>, <a href="https://www.digitalriver.com/v2...c.MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-; [DR024342];">https://www.digitalriver.com/v2...c.MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-; [DR024342];</a></p> <p><i>DTP Direct</i>, <a href="https://www.digitalriver.com/dr...c.MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-; [DR024360];">https://www.digitalriver.com/dr...c.MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-; [DR024360];</a></p> <p><i>M &amp; R Technologies, Inc.</i>, <a href="https://www.digitalriver.com/v2...c.MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-; [DR024369];">https://www.digitalriver.com/v2...c.MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-; [DR024369];</a></p> <p><i>MSI Software, Inc.</i>, <a href="https://www.digitalriver.com/v2...c.MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-; [DR024389];">https://www.digitalriver.com/v2...c.MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-; [DR024389];</a></p> <p><i>DTP Direct</i>, <a href="https://www.digitalriver.com/dr...c.MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-; [DR024415];">https://www.digitalriver.com/dr...c.MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-; [DR024415];</a></p> <p><i>Mythic Images</i>, <a href="https://www.digitalriver.com/v2...c.MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-; [DR024512];">https://www.digitalriver.com/v2...c.MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-; [DR024512];</a></p>

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		<p><i>Mythic Images</i>, <a href="https://www.digitalriver.com/v2...c.MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-; [DR024532];">https://www.digitalriver.com/v2...c.MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-; [DR024532];</a></p> <p><i>NetFormation, Inc.</i>, <a href="https://www.digitalriver.com/v2...c.MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-; [DR024601];">https://www.digitalriver.com/v2...c.MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-; [DR024601];</a></p> <p><i>NetResults Corporation</i>, <a href="https://www.digitalriver.com/v2.../ee.MAIN.Entry?SP=10039&amp;PN=1; [DR024649];">https://www.digitalriver.com/v2.../ee.MAIN.Entry?SP=10039&amp;PN=1; [DR024649];</a></p> <p><i>DTP Direct</i>, <a href="https://www.digitalriver.com/dr/v2/ee.MAIN.Entry?SP=10039&amp;PN=1; [DR024675];">https://www.digitalriver.com/dr/v2/ee.MAIN.Entry?SP=10039&amp;PN=1; [DR024675];</a></p> <p><i>New Perspective Software, Inc.</i>, <a href="https://www.digitalriver.com/v2...c.MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-; [DR024693];">https://www.digitalriver.com/v2...c.MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-; [DR024693];</a></p> <p><i>New Vision Technologies, Inc.</i>, <a href="https://www.digitalriver.com/v2...c.MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-; [DR024736];">https://www.digitalriver.com/v2...c.MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-; [DR024736];</a></p> <p><i>NiceTime Entertainment</i>, <a href="https://www.digitalriver.com/v2...c.MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-; [DR024844];">https://www.digitalriver.com/v2...c.MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-; [DR024844];</a></p> <p><i>Nordic Software</i>, <a href="https://www.digitalriver.com/dr/v2/ee.MAIN.Entry?SP=10039&amp;PN=1; [DR024880];">https://www.digitalriver.com/dr/v2/ee.MAIN.Entry?SP=10039&amp;PN=1; [DR024880];</a></p> <p><i>3DP Object Technology, Inc.</i>, <a href="https://www.digitalriver.com/v2...c.MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-; [DR025125];">https://www.digitalriver.com/v2...c.MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-; [DR025125];</a></p> <p><i>DTP Direct</i>, <a href="https://www.digitalriver.com/dr...c.MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-; [DR025142];">https://www.digitalriver.com/dr...c.MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-; [DR025142];</a></p> <p><i>A. J. Enterprises</i>, <a href="http://www.digitalriver.com/digitalriver/ajent/itemdetail.gry?prod=A1-001; [DR025445-25446];">http://www.digitalriver.com/digitalriver/ajent/itemdetail.gry?prod=A1-001; [DR025445-25446];</a></p> <p><i>Cyber 411</i>, <a href="http://www3.digitalriver.com/cgi...h.BASE?3D1BF84D&amp;function=search_prod; [DR025637];">http://www3.digitalriver.com/cgi...h.BASE?3D1BF84D&amp;function=search_prod; [DR025637];</a></p> <p><i>Apple Mountain Software</i>, <a href="https://www.digitalriver.com/v2...c.MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-; [DR025786];">https://www.digitalriver.com/v2...c.MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-; [DR025786];</a></p>

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		<p><i>ARCaine Technology</i>, <a href="http://rv1.digitalriver.com/cgi-bin/uncgi/arcaine.htm">http://rv1.digitalriver.com/cgi-bin/uncgi/arcaine.htm</a>; [DR025816];</p> <p><i>Arbeats Software</i>, <a href="http://www.digitalriver.com/dr/v2/ec_MAIN.Entry10?PN=1&amp;SP=10023&amp;V1=11495">http://www.digitalriver.com/dr/v2/ec_MAIN.Entry10?PN=1&amp;SP=10023&amp;V1=11495</a>; [DR025922];</p> <p><i>Atlanta Computer Resources</i>, <a href="https://www.digitalriver.com/v2...c_MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-">https://www.digitalriver.com/v2...c_MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-</a>; [DR025990];</p> <p><i>Author Direct Shareware</i>, <a href="https://www.digitalriver.com/v2...c_MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-">https://www.digitalriver.com/v2...c_MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-</a>; [DR026163];</p> <p><i>Best Effort Software</i>, <a href="https://www.digitalriver.com/v2...c_MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-">https://www.digitalriver.com/v2...c_MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-</a>; [DR026323];</p> <p><i>BuenSoft Co.</i>, <a href="https://www.digitalriver.com/v2...c_MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-">https://www.digitalriver.com/v2...c_MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-</a>; [DR026516];</p> <p><i>1<sup>st</sup> Stop</i>, <a href="http://www.1stopssoft.com/how2buy.htm">http://www.1stopssoft.com/how2buy.htm</a>; [DR001141-1143];</p> <p><i>ScheduleMaker</i>, <a href="http://web.archive.org/web/20000303191644/www.craigsystems.com/">http://web.archive.org/web/20000303191644/www.craigsystems.com/</a>; [DR026692];</p> <p>[DR026693]; and</p> <p>[DR026694].</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	<p><i>Welcome to Bistream, Inc.</i>, <a href="http://web.archive.org/web/19961019044742/www2.digitalriver.com/bit/index.htm">http://web.archive.org/web/19961019044742/www2.digitalriver.com/bit/index.htm</a>; and as reconstructed inserting referenced .gif files; [DR000028-31], [DR000032]; see also <i>Facsimile from Andrea Rizzo of Bistream, Inc.</i>, dated January 24, 1997; [DR000080-86] (forwarding copies of individual Digital River maintained pages for Bistream online ordering system);</p> <p><i>Seattle Support Group</i>, <a href="http://www.digitalriver.com/digitalriver/Welcome.gr?type=1&amp;id=1001">http://www.digitalriver.com/digitalriver/Welcome.gr?type=1&amp;id=1001</a>; and</p>

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	merchant offerings, and wherein the second web page contains one or more selectable navigation links connecting a hierarchical set of additional second web pages, each pertaining to a subset of the offerings in the catalog.	<p><a href="http://www.digitalriver.com/digitalriver/insertitem.qry?function=insert&amp;item=CDPLV1-TOTW">http://www.digitalriver.com/digitalriver/insertitem.qry?function=insert&amp;item=CDPLV1-TOTW</a>; [DR000039-50] (Correspondence from Yasuo Noshiro, dated August 2, 1996);</p> <p><i>1<sup>st</sup> Software</i>, <a href="http://www3.digitalriver.com/cgi-b...A1&amp;UserReference=88DE7E7C9BB083A">http://www3.digitalriver.com/cgi-b...A1&amp;UserReference=88DE7E7C9BB083A</a>; [DR000087-88];</p> <p><i>DTP Direct Software Store</i>, <a href="https://www.digitalriver.com/dr...c_MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-">https://www.digitalriver.com/dr...c_MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-</a>; [DR000091];</p> <p><i>Zask Software Store</i>, <a href="http://www3.digitalriver.com/cgi-b...C958CCE254093&amp;function=search_prod">http://www3.digitalriver.com/cgi-b...C958CCE254093&amp;function=search_prod</a>; [DR000094];</p> <p><i>Buycomp.com</i>, <a href="http://www.digitalriver.com/dr/v2/ec_MAIN.Entry10?V1=10029&amp;PN=1&amp;ci=5452">http://www.digitalriver.com/dr/v2/ec_MAIN.Entry10?V1=10029&amp;PN=1&amp;ci=5452</a>; [DR000104-111];</p> <p><i>DTP Direct</i>, <a href="http://www4.digitalriver.com/cgi-bin/Tango2.cgi/dealer/dtpdirect/home.qry?1d=1020&amp;leve">http://www4.digitalriver.com/cgi-bin/Tango2.cgi/dealer/dtpdirect/home.qry?1d=1020&amp;leve</a>; [DR000112];</p> <p><i>MICROPROSE</i>; [DR001002-1003];</p> <p><i>Adaptec, Inc.</i>, <a href="http://www.digitalriver.com/dr/v2/ec_main.entry?sid=6734&amp;sp=10007&amp;cid=0">http://www.digitalriver.com/dr/v2/ec_main.entry?sid=6734&amp;sp=10007&amp;cid=0</a>; [DR002313];</p> <p><i>Sapient Software</i>, <a href="http://www.digitalriver.com/dr/v2/ec_MAIN.Master">http://www.digitalriver.com/dr/v2/ec_MAIN.Master</a>; [DR011752-11753];</p> <p><i>SFS Software</i>, <a href="http://www.digitalriver.com/dr/v2/ec_MAIN.Entry10?PN=i&amp;SP=10023&amp;V1=10952">http://www.digitalriver.com/dr/v2/ec_MAIN.Entry10?PN=i&amp;SP=10023&amp;V1=10952</a>; [DR011948];</p> <p><i>Ositis Software</i>, <a href="https://www.digitalriver.com/dr/v2/ec_MAIN.Entry11?SP=10039&amp;PN=1">https://www.digitalriver.com/dr/v2/ec_MAIN.Entry11?SP=10039&amp;PN=1</a>; [DR012171];</p> <p><i>Net Nanny</i>, <a href="https://www.digitalriver.com/v2...c_MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-">https://www.digitalriver.com/v2...c_MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-</a>; [DR012399];</p> <p><i>Nesbitt Software Corporation</i>, <a href="http://www.digitalriver.com/dr/v2/ec_MAIN.Master">http://www.digitalriver.com/dr/v2/ec_MAIN.Master</a>; [DR012486-12487];</p>

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		<p><i>Sunbow International, Inc.</i>, <a href="http://www.digitalriver.com/dr/v2/ec_MAIN.Entry10?PN=1&amp;SP=10023&amp;V1=19980">http://www.digitalriver.com/dr/v2/ec_MAIN.Entry10?PN=1&amp;SP=10023&amp;V1=19980</a>; [DR012586];</p> <p><i>Valley of Fire Software</i>, <a href="http://www.digitalriver.com/dr/v2/ec_MAIN.Entry11?SP=10039&amp;PN=1">http://www.digitalriver.com/dr/v2/ec_MAIN.Entry11?SP=10039&amp;PN=1</a>; [DR013718-13720];</p> <p><i>Wheeler Arts</i>, <a href="http://www.digitalriver.com/dr/v2/ec_MAIN.Entry?SID=748&amp;SP=10007&amp;CID=0">http://www.digitalriver.com/dr/v2/ec_MAIN.Entry?SID=748&amp;SP=10007&amp;CID=0</a>; [DR014452-14453];</p> <p><i>Wilson Learning Corporation</i>, <a href="https://www.digitalriver.com/dr/v2/ec_MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-">https://www.digitalriver.com/dr/v2/ec_MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-</a>; [DR014746-14747];</p> <p><i>Wilson Learning Corporation</i>, <a href="https://www.digitalriver.com/dr/v2/ec_MAIN.Entry11?SP=10039&amp;PN=1">https://www.digitalriver.com/dr/v2/ec_MAIN.Entry11?SP=10039&amp;PN=1</a>; [DR014794];</p> <p><i>Cyber 411</i>, <a href="http://www3.digitalriver.com/cgi-b...2AC16A60DCD29&amp;function=search_prod">http://www3.digitalriver.com/cgi-b...2AC16A60DCD29&amp;function=search_prod</a>; [DR015415];</p> <p><i>Encore Multimedia</i>, <a href="https://www.digitalriver.com/v2...c_MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-">https://www.digitalriver.com/v2...c_MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-</a>; [DR015956];</p> <p><i>Extensis PhotoTools</i>, <a href="http://www3.digitalriver.com/cgi-b...SFAA5AEAB59B66B0&amp;detail=phototools">http://www3.digitalriver.com/cgi-b...SFAA5AEAB59B66B0&amp;detail=phototools</a>; [DR016261-16268; DR016300-16305];</p> <p><i>Peach Systems</i>, <a href="http://www.digitalriver.com/dr/v2/ec_MAIN.Entry10?PN=1&amp;SP=10023&amp;V1=1149">http://www.digitalriver.com/dr/v2/ec_MAIN.Entry10?PN=1&amp;SP=10023&amp;V1=1149</a>; [DR016499];</p> <p><i>Peak Technology Ltd.</i>, <a href="http://www.digitalriver.com/v20/plsql/ec_Main.Entry?SP=10007&amp;SID=15008&amp;CID=0">http://www.digitalriver.com/v20/plsql/ec_Main.Entry?SP=10007&amp;SID=15008&amp;CID=0</a>; [DR016550-16552];</p> <p><i>PIM Sari</i>, <a href="https://www.digitalriver.com/dr/v2/ec_MAIN.Entry11?SP=10039&amp;PN=1">https://www.digitalriver.com/dr/v2/ec_MAIN.Entry11?SP=10039&amp;PN=1</a>; [DR016751; DR016754-16755];</p>

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Claim No.	Claim Language of U.S. Patent No. 7,818,399	Digital River Secure Sales System
		<p><i>PT Software, Inc.</i>, <a href="http://www.digitalriver.com/dr/v2/ec_MAIN.Entry10?PN=1&amp;SP=10023&amp;V1=20061">http://www.digitalriver.com/dr/v2/ec_MAIN.Entry10?PN=1&amp;SP=10023&amp;V1=20061</a>; [DR017056];</p> <p><i>RBC, Inc.</i>; <a href="https://www.digitalriver.com/v2...c_MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-">https://www.digitalriver.com/v2...c_MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-</a>; [DR017278];</p> <p><i>Southern Software, Inc.</i>, <a href="http://www.digitalriver.com/dr/v2/ec_MAIN.Entry10?PN=1&amp;SP=10023&amp;V1=19092">http://www.digitalriver.com/dr/v2/ec_MAIN.Entry10?PN=1&amp;SP=10023&amp;V1=19092</a>; [DR018660];</p> <p><i>Spectrum Unlimited</i>, <a href="http://www.digitalriver.com/dr/v2/ec_Main.Entry?SP=10007&amp;SID=399&amp;CID=0&amp;CUR=840">http://www.digitalriver.com/dr/v2/ec_Main.Entry?SP=10007&amp;SID=399&amp;CID=0&amp;CUR=840</a>; [DR019032];</p> <p><i>Cat Computer Services (P) Ltd.</i>, <a href="https://www.digitalriver.com/v2...c_MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-">https://www.digitalriver.com/v2...c_MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-</a>; [DR019161];</p> <p><i>Cloud Dragon Designs</i>, <a href="http://www.digitalriver.com/v20...IN.Entry11?sp=10007&amp;PN=1&amp;cid=57">http://www.digitalriver.com/v20...IN.Entry11?sp=10007&amp;PN=1&amp;cid=57</a>; [DR019348];</p> <p><i>QRSMusic</i>, <a href="https://www.digitalriver.com/v2...c_MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-">https://www.digitalriver.com/v2...c_MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-</a>; [DR020394];</p> <p><i>QRSMusic</i>, <a href="http://www3.digitalriver.com/cgi-bin/Tango.cgi/esd/QRSMusic/welcome.qry?">http://www3.digitalriver.com/cgi-bin/Tango.cgi/esd/QRSMusic/welcome.qry?</a>; [DR020395-20398];</p> <p><i>ParaMind</i>, <a href="http://www.digitalriver.com/v2...c_MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-">http://www.digitalriver.com/v2...c_MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-</a>; [DR020638];</p> <p><i>Cyber 411</i>, <a href="http://www3.digitalriver.com/cgi-b...2AC16A60DCD29&amp;function=search_prod">http://www3.digitalriver.com/cgi-b...2AC16A60DCD29&amp;function=search_prod</a>; [DR020696];</p> <p><i>Fixed It! Software</i>, <a href="https://www.digitalriver.com/v2...c_MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-">https://www.digitalriver.com/v2...c_MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-</a>; [DR020730];</p> <p><i>Forward Design</i>, <a href="https://www.digitalriver.com/v20...c_MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-">https://www.digitalriver.com/v20...c_MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=-</a>; [DR020807];</p> <p><i>Global Majic Software, Inc.</i>, <a href="https://www.digitalriver.com/v20/plsql/ec_Main.Entry9?SP=10039&amp;PN=1&amp;sl=-">https://www.digitalriver.com/v20/plsql/ec_Main.Entry9?SP=10039&amp;PN=1&amp;sl=-</a>; [DR020931];</p>



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		<p><i>Global Majic Software, Inc.</i>, <a href="http://www.digitalriver.com/v20...IN.Entry?SID=129&amp;SP=16007&amp;CID=0; [DR020932-20933];">http://www.digitalriver.com/v20...IN.Entry?SID=129&amp;SP=16007&amp;CID=0; [DR020932-20933];</a></p> <p><i>IDM Computer Services</i>, <a href="https://www.digitalriver.com/v2...c.MAIN.Entry?SP=16039&amp;PN=1&amp;sl=-; [DR021425];">https://www.digitalriver.com/v2...c.MAIN.Entry?SP=16039&amp;PN=1&amp;sl=-; [DR021425];</a></p> <p><i>Incline Software, LC.</i>, <a href="http://www.digitalriver.com/v2...c.MAIN.Entry?SP=10007&amp;SID=30196&amp;CID=0&amp;CUR=840&amp;DSP=0&amp;PGRP=0&amp;CACHE.ID; [DR021508];">http://www.digitalriver.com/v2...c.MAIN.Entry?SP=10007&amp;SID=30196&amp;CID=0&amp;CUR=840&amp;DSP=0&amp;PGRP=0&amp;CACHE.ID; [DR021508];</a></p> <p><i>Innovation Multimedia</i>, <a href="https://www.digitalriver.com/v2...c.MAIN.Entry?SP=16039&amp;PN=1&amp;sl=-; [DR021688];">https://www.digitalriver.com/v2...c.MAIN.Entry?SP=16039&amp;PN=1&amp;sl=-; [DR021688];</a></p> <p><i>Intelligent Technologies</i>, <a href="https://www.digitalriver.com/v2...c.MAIN.Entry?SP=16039&amp;PN=1&amp;sl=-; [DR021824];">https://www.digitalriver.com/v2...c.MAIN.Entry?SP=16039&amp;PN=1&amp;sl=-; [DR021824];</a></p> <p><i>InterDimensions Corp.</i>, <a href="https://www.digitalriver.com/v2...c.MAIN.Entry?SP=16039&amp;PN=1&amp;sl=-; [DR021884];">https://www.digitalriver.com/v2...c.MAIN.Entry?SP=16039&amp;PN=1&amp;sl=-; [DR021884];</a></p> <p><i>Olympus America, Inc.</i>, <a href="http://www.digitalriver.com/dr/v2/ec.MAIN.Entry?SP=10007&amp;SID=64&amp;CID=0; [DR022112-22116];">http://www.digitalriver.com/dr/v2/ec.MAIN.Entry?SP=10007&amp;SID=64&amp;CID=0; [DR022112-22116];</a></p> <p><i>FileStream, Inc.</i>, <a href="http://www.digitalriver.com/v2...c.MAIN.Entry?SP=10007&amp;PN=5&amp;CID=0&amp;SID=124&amp;PID=18660; [DR022291];">http://www.digitalriver.com/v2...c.MAIN.Entry?SP=10007&amp;PN=5&amp;CID=0&amp;SID=124&amp;PID=18660; [DR022291];</a></p> <p><i>FileStream, Inc.</i>, <a href="http://www.digitalriver.com/v2...c.MAIN.Entry?SP=10007&amp;PN=5&amp;CID=0&amp;SID=124&amp;PID=18267; [DR022295-22296];">http://www.digitalriver.com/v2...c.MAIN.Entry?SP=10007&amp;PN=5&amp;CID=0&amp;SID=124&amp;PID=18267; [DR022295-22296];</a></p> <p><i>Parthenon Development Corp.</i>, <a href="https://www.digitalriver.com/dr/v2/ec.MAIN.Entry?SP=10039&amp;PN=1; [DR022379];">https://www.digitalriver.com/dr/v2/ec.MAIN.Entry?SP=10039&amp;PN=1; [DR022379];</a></p>

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Claim No.	Claim Language of U.S. Patent No. 7,818,399	Digital River Secure Sales System
		<p><i>DTP Direct</i>, <a href="https://www.digitalriver.com/dr/v2/ec.MAIN.Entry?SP=16039&amp;PN=1; [DR022396];">https://www.digitalriver.com/dr/v2/ec.MAIN.Entry?SP=16039&amp;PN=1; [DR022396];</a></p> <p><i>KH Software Development</i>, <a href="http://www.digitalriver.com/dr/v2...10007&amp;PN=5&amp;CID=0&amp;SID=912&amp;PID=20301; [DR022595];">http://www.digitalriver.com/dr/v2...10007&amp;PN=5&amp;CID=0&amp;SID=912&amp;PID=20301; [DR022595];</a></p> <p><i>KnoWare, Inc.</i>, <a href="https://www.wsiwyg.com/178/https://www.digitalriver.com/v2...c.MAIN.Entry?SP=10039&amp;PN=1; [DR022645];">https://www.wsiwyg.com/178/https://www.digitalriver.com/v2...c.MAIN.Entry?SP=10039&amp;PN=1; [DR022645];</a></p> <p><i>Lateral Technologies</i>, <a href="https://www.digitalriver.com/v2...c.MAIN.Entry?SP=10039&amp;PN=1&amp;sl=-; [DR022714];">https://www.digitalriver.com/v2...c.MAIN.Entry?SP=10039&amp;PN=1&amp;sl=-; [DR022714];</a></p> <p><i>LatticeWork Software</i>, <a href="http://www.digitalriver.com/dr/v2/ec.MAIN.Entry?SP=10007&amp;PN=5&amp;CID=0&amp;SID=255&amp;PID=11972; [DR022732-22733];">http://www.digitalriver.com/dr/v2/ec.MAIN.Entry?SP=10007&amp;PN=5&amp;CID=0&amp;SID=255&amp;PID=11972; [DR022732-22733];</a></p> <p><i>Live Picture</i>, <a href="http://www3.digitalriver.com/ce...alriver/livepicture/welcome.asp; [DR023055];">http://www3.digitalriver.com/ce...alriver/livepicture/welcome.asp; [DR023055];</a></p> <p><i>Live Picture</i>, <a href="http://www3.digitalriver.com/di..._UserReference=D39AE4981060E05E; [DR023056-23057];">http://www3.digitalriver.com/di..._UserReference=D39AE4981060E05E; [DR023056-23057];</a></p> <p><a href="http://www3.digitalriver.com/di...&amp;item=LPI-5000-A1&amp;Version=WIN95; [DR023058];">http://www3.digitalriver.com/di...&amp;item=LPI-5000-A1&amp;Version=WIN95; [DR023058];</a></p> <p><a href="http://www3.digitalriver.com/di...E05E&amp;function=form&amp;order=113646; [DR023059];">http://www3.digitalriver.com/di...E05E&amp;function=form&amp;order=113646; [DR023059];</a></p> <p><i>WinSite</i>, <a href="http://www.digitalriver.com/dr/v2/ec.MAIN.Master; [DR023093; DR023095];">http://www.digitalriver.com/dr/v2/ec.MAIN.Master; [DR023093; DR023095];</a></p> <p><i>DTP Direct</i>, <a href="http://www.digitalriver.com/dr...c.MAIN.Entry?SP=16039&amp;PN=1&amp;sl=-; [DR023202];">http://www.digitalriver.com/dr...c.MAIN.Entry?SP=16039&amp;PN=1&amp;sl=-; [DR023202];</a></p> <p><i>M.Casco Associates</i>, <a href="https://www.digitalriver.com/v2...c.MAIN.Entry?SP=10039&amp;PN=1&amp;sl=-; [DR023236];">https://www.digitalriver.com/v2...c.MAIN.Entry?SP=10039&amp;PN=1&amp;sl=-; [DR023236];</a></p> <p><i>Mach5 Software</i>, <a href="https://www.digitalriver.com/v2...c.MAIN.Entry?SP=10039&amp;PN=1&amp;sl=-; [DR023264];">https://www.digitalriver.com/v2...c.MAIN.Entry?SP=10039&amp;PN=1&amp;sl=-; [DR023264];</a></p>

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		<p><i>Markus Friberg Data</i>, <a href="https://www.digitalriver.com/v2...c.MAIN.Entry?SP=10039&amp;PN=1&amp;sl=-; [DR023404];">https://www.digitalriver.com/v2...c.MAIN.Entry?SP=10039&amp;PN=1&amp;sl=-; [DR023404];</a></p> <p><i>Matchup Sports</i>, <a href="https://www.digitalriver.com/v2...c.MAIN.Entry?SP=10039&amp;PN=1&amp;sl=-; [DR023442];">https://www.digitalriver.com/v2...c.MAIN.Entry?SP=10039&amp;PN=1&amp;sl=-; [DR023442];</a></p> <p><i>Medea International Limited</i>, <a href="http://www.digitalriver.com/dr/v2/ec.MAIN.Master; [DR023746];">http://www.digitalriver.com/dr/v2/ec.MAIN.Master; [DR023746];</a></p> <p><i>Mercury Interactive Corp.</i>, <a href="https://www.digitalriver.com/v2.../ec.Main.Entry?SP=10039&amp;PN=1; [DR023887-23888];">https://www.digitalriver.com/v2.../ec.Main.Entry?SP=10039&amp;PN=1; [DR023887-23888];</a></p> <p><i>Morpheus Software</i>, <a href="https://www.digitalriver.com/v2...c.MAIN.Entry?SP=10039&amp;PN=1&amp;sl=-; [DR024342];">https://www.digitalriver.com/v2...c.MAIN.Entry?SP=10039&amp;PN=1&amp;sl=-; [DR024342];</a></p> <p><i>DTP Direct</i>, <a href="https://www.digitalriver.com/dr...c.MAIN.Entry?SP=10039&amp;PN=1&amp;sl=-; [DR024360];">https://www.digitalriver.com/dr...c.MAIN.Entry?SP=10039&amp;PN=1&amp;sl=-; [DR024360];</a></p> <p><i>M &amp; R Technologies, Inc.</i>, <a href="https://www.digitalriver.com/v2...c.MAIN.Entry?SP=10039&amp;PN=1&amp;sl=-; [DR024369];">https://www.digitalriver.com/v2...c.MAIN.Entry?SP=10039&amp;PN=1&amp;sl=-; [DR024369];</a></p> <p><i>MSI Software, Inc.</i>, <a href="https://www.digitalriver.com/v2...c.MAIN.Entry?SP=10039&amp;PN=1&amp;sl=-; [DR024389];">https://www.digitalriver.com/v2...c.MAIN.Entry?SP=10039&amp;PN=1&amp;sl=-; [DR024389];</a></p> <p><i>DTP Direct</i>, <a href="https://www.digitalriver.com/dr...c.MAIN.Entry?SP=10039&amp;PN=1&amp;sl=-; [DR024415];">https://www.digitalriver.com/dr...c.MAIN.Entry?SP=10039&amp;PN=1&amp;sl=-; [DR024415];</a></p> <p><i>Mythic Images</i>, <a href="https://www.digitalriver.com/v2...c.MAIN.Entry?SP=10039&amp;PN=1&amp;sl=-; [DR024512];">https://www.digitalriver.com/v2...c.MAIN.Entry?SP=10039&amp;PN=1&amp;sl=-; [DR024512];</a></p> <p><i>Mythic Images</i>, <a href="https://www.digitalriver.com/v2...c.MAIN.Entry?SP=10039&amp;PN=1&amp;sl=-; [DR024532];">https://www.digitalriver.com/v2...c.MAIN.Entry?SP=10039&amp;PN=1&amp;sl=-; [DR024532];</a></p> <p><i>NetFormation, Inc.</i>, <a href="https://www.digitalriver.com/v2...c.MAIN.Entry?SP=10039&amp;PN=1&amp;sl=-; [DR024601];">https://www.digitalriver.com/v2...c.MAIN.Entry?SP=10039&amp;PN=1&amp;sl=-; [DR024601];</a></p> <p><i>NetResults Corporation</i>, <a href="https://www.digitalriver.com/v2.../ec.MAIN.Entry?SP=10039&amp;PN=1; [DR024649];">https://www.digitalriver.com/v2.../ec.MAIN.Entry?SP=10039&amp;PN=1; [DR024649];</a></p>

Comparison of U.S. Patent No. 7,818,399 and Digital River Secure Sales System Prior Art

Claim No.	Claim Language of U.S. Patent No. 7,818,399	Digital River Secure Sales System
		<p><i>DTP Direct</i>, <a href="https://www.digitalriver.com/dr/v2/ec.MAIN.Entry?SP=10039&amp;PN=1; [DR024675];">https://www.digitalriver.com/dr/v2/ec.MAIN.Entry?SP=10039&amp;PN=1; [DR024675];</a></p> <p><i>New Perspective Software, Inc.</i>, <a href="https://www.digitalriver.com/v2...c.MAIN.Entry?SP=10039&amp;PN=1&amp;sl=-; [DR024693];">https://www.digitalriver.com/v2...c.MAIN.Entry?SP=10039&amp;PN=1&amp;sl=-; [DR024693];</a></p> <p><i>New Vision Technologies, Inc.</i>, <a href="https://www.digitalriver.com/v2...c.MAIN.Entry?SP=10039&amp;PN=1&amp;sl=-; [DR024736];">https://www.digitalriver.com/v2...c.MAIN.Entry?SP=10039&amp;PN=1&amp;sl=-; [DR024736];</a></p> <p><i>NiceTime Entertainment</i>, <a href="https://www.digitalriver.com/v2...c.MAIN.Entry?SP=10039&amp;PN=1&amp;sl=-; [DR024844];">https://www.digitalriver.com/v2...c.MAIN.Entry?SP=10039&amp;PN=1&amp;sl=-; [DR024844];</a></p> <p><i>Nordic Software</i>, <a href="https://www.digitalriver.com/dr/v2/ec.MAIN.Entry?SP=10039&amp;PN=1; [DR024880];">https://www.digitalriver.com/dr/v2/ec.MAIN.Entry?SP=10039&amp;PN=1; [DR024880];</a></p> <p><i>3DP Object Technology, Inc.</i>, <a href="https://www.digitalriver.com/v2...c.MAIN.Entry?SP=10039&amp;PN=1&amp;sl=-; [DR025125];">https://www.digitalriver.com/v2...c.MAIN.Entry?SP=10039&amp;PN=1&amp;sl=-; [DR025125];</a></p> <p><i>DTP Direct</i>, <a href="https://www.digitalriver.com/dr...c.MAIN.Entry?SP=10039&amp;PN=1&amp;sl=-; [DR025142];">https://www.digitalriver.com/dr...c.MAIN.Entry?SP=10039&amp;PN=1&amp;sl=-; [DR025142];</a></p> <p><i>A. J. Enterprises</i>, <a href="http://www.digitalriver.com/digitalriver/ajent/itemdetail.asp?prod=AJ-001; [DR025445-25446];">http://www.digitalriver.com/digitalriver/ajent/itemdetail.asp?prod=AJ-001; [DR025445-25446];</a></p> <p><i>Cyber 411</i>, <a href="http://www3.digitalriver.com/cgi-bin/BASE?3D1BF84D&amp;function=search_prod; [DR025637];">http://www3.digitalriver.com/cgi-bin/BASE?3D1BF84D&amp;function=search_prod; [DR025637];</a></p> <p><i>Apple Mountain Software</i>, <a href="https://www.digitalriver.com/v2...c.MAIN.Entry?SP=10039&amp;PN=1&amp;sl=-; [DR025786];">https://www.digitalriver.com/v2...c.MAIN.Entry?SP=10039&amp;PN=1&amp;sl=-; [DR025786];</a></p> <p><i>ARCaine Technology</i>, <a href="http://nv1.digitalriver.com/cgi-bin/uncgi/arcaine.htm; [DR025816];">http://nv1.digitalriver.com/cgi-bin/uncgi/arcaine.htm; [DR025816];</a></p> <p><i>Arbeats Software</i>, <a href="http://www.digitalriver.com/dr/v2/ec.MAIN.Entry?SP=10039&amp;PN=1&amp;sl=-; [DR025922];">http://www.digitalriver.com/dr/v2/ec.MAIN.Entry?SP=10039&amp;PN=1&amp;sl=-; [DR025922];</a></p>

Comparison of U.S. Patent No. 7,818,399 and Digital River Secure Sales System Prior Art

Claim No.	Claim Language of U.S. Patent No. 7,818,399	Digital River Secure Sales System
		<p><i>Atlanta Computer Resources</i>, <a href="https://www.digitalriver.com/v2...c_MAIN.Entry?SP=10039&amp;PN=1&amp;s1=">https://www.digitalriver.com/v2...c_MAIN.Entry?SP=10039&amp;PN=1&amp;s1=</a>; [DR025990];</p> <p><i>Author Direct Shareware</i>, <a href="https://www.digitalriver.com/v2...c_MAIN.Entry?SP=10039&amp;PN=1&amp;s1=">https://www.digitalriver.com/v2...c_MAIN.Entry?SP=10039&amp;PN=1&amp;s1=</a>; [DR026163];</p> <p><i>Best Effort Software</i>, <a href="https://www.digitalriver.com/v2...c_MAIN.Entry?SP=10039&amp;PN=1&amp;s1=">https://www.digitalriver.com/v2...c_MAIN.Entry?SP=10039&amp;PN=1&amp;s1=</a>; [DR026323];</p> <p><i>BuenSoft Co.</i>, <a href="https://www.digitalriver.com/v2...c_MAIN.Entry?SP=10039&amp;PN=1&amp;s1=">https://www.digitalriver.com/v2...c_MAIN.Entry?SP=10039&amp;PN=1&amp;s1=</a>; [DR026516];</p> <p><i>1st Stop</i>, <a href="http://www.1ststopsoft.com/how2buy.htm">http://www.1ststopsoft.com/how2buy.htm</a>; [DR001141-1143];</p> <p><i>ScheduleMaker</i>, <a href="http://web.archive.org/web/20000303191644/www.craigsystems.com/">http://web.archive.org/web/20000303191644/www.craigsystems.com/</a>; [DR026692]; [DR026693]; and [DR026694].</p>
19	A system useful in an outsource provider serving web pages offering commercial opportunities, the system comprising:	See 1, <i>supra</i> .
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	See 1(a)-1(b), <i>supra</i> .

Comparison of U.S. Patent No. 7,818,399 and Digital River Secure Sales System Prior Art

Claim No.	Claim Language of U.S. Patent No. 7,818,399	Digital River Secure Sales System
	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 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	See 1(a)-1(c), <i>supra</i> .

Comparison of U.S. Patent No. 7,818,399 and Digital River Secure Sales System Prior Art

Claim No.	Claim Language of U.S. Patent No. 7,818,399	Digital River Secure Sales System
	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 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"<sup>1</sup>

Based upon the Court's claim construction order [DI 309], the claim interpretations Plaintiff appears to be asserting and the alleged applications of those interpretations to one or more products of Defendants' products in Plaintiff's Amended Infringement Contentions served January 23, 2012, the U.S. Patent No. 6,141,666 anticipates and/or renders obvious, alone or in combination with other prior art identified in Defendants' Amended Invalidity Contentions, the asserted claims as described in part below.

Claim No.	Claim Language of U.S. Patent No. 7,818,399	Relevant Disclosure in U.S. Patent No. 6,141,666 ("the '666 patent")
1	1. A method of an outsource provider serving web pages offering commercial opportunities, the method comprising:	<p>"Referring now to FIG. 1C there is shown PC Flowers &amp; Gifts home page Web site 100 providing Internet consumers a variety of floral and gift purchasing opportunities." Column 6, lines 55-58.</p> <p>"Although the present invention can be used in many applications which can utilize customization marketing tools unique to client/server communications across variety of communication network structures, the present invention is described in its application to PC Flowers &amp; Gifts, an Internet site providing floral and gift services through Web site pages which are dynamically customized to the requirements of other Internet sites referring clients, e.g., consumers, to the PC Flowers &amp; Gifts Web site pages." Column 5, lines 3-11.</p> <p>"The automatic tracking of the participating or referring Internet sites is crucial to transparently customizing Web site pages to take advantage of brand name recognition and customer loyalty." Column 5, lines 42-45.</p> <p><i>Also see</i> column 9, lines 5-51; FIGs. 11A-20.</p>
1(a)	automatically at a server of the outsource provider, in response to activation, by a web browser of a computer user, of a link 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	<p>The '666 Patent teaches</p> <ul style="list-style-type: none"> <li>• a link (e.g., label 21B1 in FIG. 21B; and label 11B3 in FIG. 11B)</li> <li>• first web pages, recognizing as the source page the one of the first web pages (e.g., <a href="http://homearts.com">http://homearts.com</a>; FIGs. 21A-B; and <a href="http://pathfinder.com/">http://pathfinder.com/</a>; FIGs. 11A-B)</li> <li>• the second website page (e.g., <a href="http://homearts.pcfowers.com/">http://homearts.pcfowers.com/</a>; FIG. 21C; and <a href="http://pathfinder.pcfowers.com/">http://pathfinder.pcfowers.com/</a>; FIG. 11C)</li> </ul> <p>"Each private label web site has on each page a custom icon that hyperlinks back to</p>

<sup>1</sup> Unless noted, all citations in this chart are to U.S. Patent No. 6,141,666 "Method and system for customizing marketing services on networks communicating with hypertext tagging conventions" by William J. Tobin (filed Jan. 21, 1997; issued Oct. 31, 2000). [DPN7000001-0000053]

Comparison of the U.S. Patent No. 7,818,399 and U.S. Patent No. 6,141,666 "Method and system for customizing marketing services on networks communicating with hypertext tagging conventions"

Claim No.	Claim Language of U.S. Patent No. 7,818,399	Relevant Disclosure in U.S. Patent No. 6,141,666 ("the '666 patent")
	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;	<p>the private label partner's web site, a navigation bar that hyperlinks to areas within the private label partner's web site and maintains the look and feel of the partner's web site." Column 12, lines 47-51.</p> <p>"A hypertext link 11A1 provides a jump to a Web site page 11B0, shown in FIG. 11B, which provides shopping opportunities to the client. The Web site page 11B0 contains hypertext links, 11B2, 11B3, and 11B4, which provide jumps to Web site pages, related to the PC Flowers and Gifts marketing program for floral and gift services, which are co-branded with the participating Web site partner, in this instance Pathfinder."</p> <p>"The Web site page 21A0 includes a hypertext link 21A1 to a Homearts' Web site page 21B1 shown in FIG. 21B, which offers marketing services to clients. The hypertext link 21B1 provides a jump to the PC Flowers &amp; Gifts Web site pages depicted in FIGS. 1C-10, but which have been customized in accordance with the marketing partner's private label requirements." Column 9, lines 56-62; FIGs. 21A-C.</p> <p>"The PC Flowers &amp; Gifts marketing program comprising the floral and gift Web site pages are dynamically customized in accordance with the participating Internet site's requirements which may be co-branded, private label or, a program of labeling unique to the participating Web site. More specifically, the PC Flowers &amp; Gifts Web site pages are customized in both a graphic and a content format to take advantage of the consumers [sic] familiarity with the participating Internet site's position in the marketplace, the consumer's trust in the participating Internet site's established brand name, or the consumer's existing relationship with the participating Web site." Column 5, lines 18-29.</p> <p>"[I]f a consumer were to visit one of the private label floral and gift services home page of the Internet site "Homearts", all the graphics and product categories on each of the PC Flowers &amp; Gifts Web site pages, available through a hypertext link from a Homearts Web site, are fully customized in graphic and content format to reflect only the Homearts brand name." Column 5, lines 55-60.</p>

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Comparison of the U.S. Patent No. 7,818,399 and U.S. Patent No. 6,141,666 "Method and system for customizing marketing services on networks communicating with hypertext tagging conventions"

Claim No.	Claim Language of U.S. Patent No. 7,818,399	Relevant Disclosure in U.S. Patent No. 6,141,666 ("the '666 patent")
		<p>"FIGS. 21C-30 show private label Web site pages that correlate to the PC Flowers &amp; Gifts Web site pages depicted in FIGS. 1C-10. However, the Web site pages of FIGS. 21C-30 are customized with only the marketing partner's brand, Pathfinder [sic]. Referring to the Web site page 2100, shown in FIG. 21C, the client's familiarity with the marketing partner's brand is reinforced through the use of a fully customized header 2116, "Homearts Flowers &amp; Gifts", and a fully customized footer 2117, "Homearts". The fully customized header 1116 and footer 2117 are also used on Web site pages 2200, 2300, 2400, 2500, 2600, 2700, 2800, 2900 and 3000." Column 9, line 63 - column 6, line 7; FIGs. 21C-30.</p> <p>"Still referring to FIG. 21C, like the home page image map 101 discussed above, the home page image map 2101 herein is a grouping of the hypertext links 108-112, wherein the 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 &amp; Gifts Web site pages that are dynamically created with fully customized graphic and text features according to Homearts' preferences. Such a private label customization of the Web site pages takes advantage of the client's existing relationship and familiarity with the marketing partner, Homearts. In addition, the hypertext link grouping 2103 retains the links 102-107 of the PC Flowers &amp; Gifts Web site pages, however, like the home page image map 2101, the hypertext link grouping 2103 provides jumps to PC Flowers and Web site pages that are fully customized with the private label Homearts." Column 10, lines 8-26; FIG. 21C.</p> <p>Also see column 9, lines 5-51; FIGs. 11A-20.</p> <p>The owner of the first web page is the owner of a participating Web site (e.g., Homearts in FIGs. 21A and 21B or Pathfinder in FIG. 11A and 11B), the outsource provider is PC Flower &amp; Gifts, and the selected merchant is the vendor providing the flowers or other products (e.g., FTD (label 301), Nature's Bloom, and Flowers Direct From Grower in FIGs. 3, 13, and 23; Hickory Farms (labels 405 and 406), Russ (label 407) in FIGs. 4, 14, and 24; FTD in FIGs. 5, 15, and 25; Nature's Bloom in FIGs. 9, 19A and 29A).</p>

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Comparison of the U.S. Patent No. 7,818,399 and U.S. Patent No. 6,141,666 "Method and system for customizing marketing services on networks communicating with hypertext tagging conventions"

Claim No.	Claim Language of U.S. Patent No. 7,818,399	Relevant Disclosure in U.S. Patent No. 6,141,666 ("the '666 patent")
1(b)	automatically retrieving from a storage coupled to the server pre stored data associated with the source page; and then	<p>"The system also includes a database responsive to the server which dynamically retrieves data stored on the system, in accordance with stored requirements which define the customization for the particular class of clients, to provide customized content on HTML documents. Lastly, the system includes a processing subsystem for manipulating the server and database software tools in response to the HTML tagged requests from the client." Column 2, line 54 through column 3, line 2.</p> <p>"Preferably, the database software operating in conjunction with the server software tool is a commercially available database tool, known as RDBMS, which is produced by Oracle software company. It is understood that other commercially available web server and database software tools may be employed as described herein within the scope and intent of the present invention." Column 3, lines 9-14.</p> <p>"The database format of hypertext links enables development of "private label" and "co-branded" floral and gift services that can be customized for many of the major Web sites on the Internet and online services. For, example, if a consumer were to visit one of the private label floral and gift services home page of the Internet site "Homearts", all the graphics and product categories on each of the PC Flowers &amp; Gifts Web site pages, available through a hypertext link from a Homearts Web site, are fully customized in graphic and content format to reflect only the Homearts brand name. As another example, all the graphics and product categories on each of the PC Flowers &amp; Gifts Web site pages, available through a hypertext link from a Pathfinder Web site, are partially customized in graphic and content format to reflect both the PC Flowers &amp; Gifts and Pathfinder brand names. This unique database format of server files accessed through the hypertext links permits a participating Internet site to host floral and gift services so as to take advantage of the consumer's familiarity with the participating Internet site." Column 5, line 51 through column 6, line 3.</p> <p>"Still referring to FIG. 21C, like the home page image map 101 discussed above, the home page image map 2101 herein is a grouping of the hypertext links 108-112, wherein the 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</p>

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Comparison of the U.S. Patent No. 7,818,399 and U.S. Patent No. 6,141,666 "Method and system for customizing marketing services on networks communicating with hypertext tagging conventions"

Claim No.	Claim Language of U.S. Patent No. 7,818,399	Relevant Disclosure in U.S. Patent No. 6,141,666 ("the '666 patent")
		<p>customizing for Homearts. Accordingly, all the server Web site pages accessed through the home page image map 2101 are anchored to PC Flowers &amp; Gifts Web site pages that are dynamically created with fully customized graphic and text features according to Homearts' preferences. Such a private label customization of the Web site pages takes advantage of the client's existing relationship and familiarity with the marketing partner, Homearts. In addition, the hypertext link grouping 2103 retains the links 102-107 of the PC Flowers &amp; Gifts Web site pages, however, like the home page image map 2101, the hypertext link grouping 2103 provides jumps to PC Flowers and Web site pages that are fully customized with the private label Homearts." Column 10, lines 8-26; FIG. 21C.</p>
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.	<p>See also 3, <i>infra</i>.</p> <p>The web browser is served a second page with information associated with the commerce object associated with the link that has been activated. For example, link 21B1 on the host website shown in FIG. 21B links to the website shown in FIG. 21C. The website shown in FIG. 21C includes the selected commerce object (e.g., an electronic catalog of links to product categories (e.g., links 103-106)) sold at the HomeArts Flower &amp; Gifts website).</p> <p>"The system employs a server software tool for presenting HTML tagged information which is customized according to a particular class to which a client, accessing the system, belongs to." Column 2, lines 59-62.</p> <p>"The PC Flowers &amp; Gifts marketing program comprising the floral and gift Web site pages are dynamically customized in accordance with the participating Internet site's requirements which may be co-branded, private label or, a program of labeling unique to the participating Web site. More specifically, the PC Flowers &amp; Gifts Web site pages are customized in both a graphic and a content format to take advantage of the consumers [sic] familiarity with the participating Internet site's position in the marketplace, the consumer's trust in the participating Internet site's established brand name, or the consumer's existing relationship with the participating Web site." Column 5, lines 18-29.</p>

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Comparison of the U.S. Patent No. 7,818,399 and U.S. Patent No. 6,141,666 "Method and system for customizing marketing services on networks communicating with hypertext tagging conventions"

Claim No.	Claim Language of U.S. Patent No. 7,818,399	Relevant Disclosure in U.S. Patent No. 6,141,666 ("the '666 patent")
		<p>"[I]f a consumer were to visit one of the private label floral and gift services home page of the Internet site "Homearts", all the graphics and product categories on each of the PC Flowers &amp; Gifts Web site pages, available through a hypertext link from a Homearts Web site, are fully customized in graphic and content format to reflect only the Homearts brand name." Column 5, lines 55-60.</p> <p>"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 &amp; Gifts Web site pages that are dynamically created with fully customized graphic and text features according to Homearts' preferences. Such a private label customization of the Web site pages takes advantage of the client's existing relationship and familiarity with the marketing partner, Homearts. In addition, the hypertext link grouping 2103 retains the links 102-107 of the PC Flowers &amp; Gifts Web site pages, however, like the home page image map 2101, the hypertext link grouping 2103 provides jumps to PC Flowers and Web site pages that are fully customized with the private label Homearts." Column 10, lines 8-26; FIG. 21C.</p> <p>Also see column 9, lines 5-51; FIGs. 11A-20.</p>
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.	<p>"Each private label web site has on each page a custom icon that hyperlinks back to the private label partner's web site, a navigation bar that hyperlinks to areas within the private label partner's web site and maintains the look and feel of the partner's web site." Column 12, lines 47-51.</p> <p>Also see column 9, lines 5-51; FIGs. 11A-20.</p>
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	<p>"Referring now to FIG. 4 there is shown a PC Flowers &amp; Gifts Web site page 400, denoted as "shop by category", accessible via a hypertext link 109 from the home page Web site 100 depicted in FIG. 1. The distinguishing content on this Web site page 400 is that the category image map 401 includes hypertext links 402-408 which provide jumps to Web site pages indicated, respectively, as "flowers", "plants", "balloons",</p>

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Comparison of the U.S. Patent No. 7,818,399 and U.S. Patent No. 6,141,666 "Method and system for customizing marketing services on networks communicating with hypertext tagging conventions"

Claim No.	Claim Language of U.S. Patent No. 7,818,399	Relevant Disclosure in U.S. Patent No. 6,141,666 ("the '666 patent")
		<p>page contains one or more selectable navigation links connecting a hierarchical set of additional second web pages, each pertaining to a subset of the offerings in the catalog.</p> <p>"Hickory Farms gourmet foods", "bears by Russ", and "greeting cards on-line." Column 7, lines 55-63.</p> <p>"FIGS. 21C-30 show private label Web site pages that correlate to the PC Flowers &amp; Gifts Web site pages depicted in FIGS. 1C-10. However, the Web site pages of FIGS. 21C-30 are customized with only the marketing partner's brand ...." Column 9, lines 63-67.</p> <p>"[I]f a consumer were to visit one of the private label floral and gift services home page of the Internet site "Homearts", all the graphics and product categories on each of the PC Flowers &amp; Gifts Web site pages, available through a hypertext link from a Homearts Web site, are fully customized in graphic and content format to reflect only the Homearts brand name." Column 5, lines 55-60.</p> <p>"This unique database format of server files accessed through the hypertext links permits a participating Internet site to host floral and gift services so as to take advantage of the consumer's familiarity with the participating Internet site." Column 5, line 66 - column 6, line 3.</p> <p>Also see column 9, lines 5-51; FIGs. 11A-20 and FIG. 24</p>
19	A system useful in an outsource provider serving web pages offering commercial opportunities, the system comprising:	<p>See <i>supra</i>.</p> <p>"Referring now to FIG. 1C there is shown PC Flowers &amp; Gifts home page Web site 100 providing Internet consumers a variety of floral and gift purchasing opportunities." Column 6, lines 55-58.</p> <p>"Although the present invention can be used in many applications which can utilize customization marketing tools unique to client/server communications across variety of communication network structures, the present invention is described in its application to PC Flowers &amp; Gifts, an Internet site providing floral and gift services through Web site pages which are dynamically customized to the requirements of other Internet sites referring clients, e.g., consumers, to the PC Flowers &amp; Gifts Web site pages." Column 5, lines 3-11.</p> <p>"The automatic tracking of the participating or referring Internet sites is crucial to</p>

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Comparison of the U.S. Patent No. 7,818,399 and U.S. Patent No. 6,141,666 "Method and system for customizing marketing services on networks communicating with hypertext tagging conventions"

Claim No.	Claim Language of U.S. Patent No. 7,818,399	Relevant Disclosure in U.S. Patent No. 6,141,666 ("the '666 patent")
		<p>transparently customizing Web site pages to take advantage of brand name recognition and customer loyalty." Column 5, lines 42-45.</p> <p>Also see column 9, lines 5-51; FIGs. 11A-20.</p>
19(a)	(a) a computer store containing data, for each of a plurality of first web pages, defining a plurality of visually perceptible elements, which visually perceptible elements correspond to the plurality of first web pages; (i) wherein each of the first web pages belongs to one of a plurality of web page owners; (ii) wherein each of the first web pages displays at least one active link associated with a commerce object associated with a buying opportunity of a selected one of a plurality of merchants; and (iii) wherein the selected merchant, the outsource provider, and the owner of the first web page displaying the associated link are each third parties with respect to one other;	<p>The '666 Patent teaches:</p> <ul style="list-style-type: none"> <li>• an active link (e.g., label 21B1 in FIG. 21B; and label 11B3 in FIG. 11B); and</li> <li>• first web pages (e.g., <a href="http://homearts.com">http://homearts.com</a>; FIGs. 21A-B; and <a href="http://pathfinder.com/">http://pathfinder.com/...</a>; FIGs. 11A-B).</li> </ul> <p>"Each private label web site has on each page a custom icon that hyperlinks back to the private label partner's web site, a navigation bar that hyperlinks to areas within the private label partner's web site and maintains the look and feel of the partner's web site." Column 12, lines 47-51.</p> <p>"A hypertext link 11A1 provides a jump to a Web site page 11B0, shown in FIG. 11B, which provides shopping opportunities to the client. The Web site page 11B0 contains hypertext links, 11B2, 11B3, and 11B4, which provide jumps to Web site pages, related to the PC Flowers and Gifts marketing program for floral and gift services, which are co-branded with the participating Web site partner, in this instance Pathfinder."</p> <p>"The Web site page 21A0 includes a hypertext link 21A1 to a Homearts' Web site page 21B1 shown in FIG. 21B, which offers marketing services to clients. The hypertext link 21B1 provides a jump to the PC Flowers &amp; Gifts Web site pages depicted in FIGS. 1C-10, but which have been customized in accordance with the marketing partner's private label requirements." Column 9, lines 56-62; FIGs. 21A-C.</p> <p>"The PC Flowers &amp; Gifts marketing program comprising the floral and gift Web site pages are dynamically customized in accordance with the participating Internet site's requirements which may be co-branded, private label or, a program of labeling unique to the participating Web site. More specifically, the PC Flowers &amp; Gifts Web site pages are customized in both a graphic and a content format to take advantage of the consumers [sic] familiarity with the participating Internet site's position in the marketplace, the consumer's trust in the participating Internet site's established brand</p>

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Comparison of the U.S. Patent No. 7,818,399 and U.S. Patent No. 6,141,666 "Method and system for customizing marketing services on networks communicating with hypertext tagging conventions"

Claim No.	Claim Language of U.S. Patent No. 7,818,399	Relevant Disclosure in U.S. Patent No. 6,141,666 ("the '666 patent")
		<p>name, or the consumer's existing relationship with the participating Web site." Column 5, lines 18-29.</p> <p>"[I]f a consumer were to visit one of the private label floral and gift services home page of the Internet site "Homearts", all the graphics and product categories on each of the PC Flowers &amp; Gifts Web site pages, available through a hypertext link from a Homearts Web site, are fully customized in graphic and content format to reflect only the Homearts brand name." Column 5, lines 55-60.</p> <p>"FIGS. 21C-30 show private label Web site pages that correlate to the PC Flowers &amp; Gifts Web site pages depicted in FIGS. 1C-10. However, the Web site pages of FIGS. 21C-30 are customized with only the marketing partner's brand, Pathfinder [sic]. Referring to the Web site page 2100, shown in FIG. 21C, the client's familiarity with the marketing partner's brand is reinforced through the use of a fully customized header 2116, "Homearts Flowers &amp; Gifts", and a fully customized footer 2117, "Homearts". The fully customized header 1116 and footer 2117 are also used on Web site pages 2200, 2300, 2400, 2500, 2600, 2700, 2800, 2900 and 3000." Column 9, line 63 - column 6, line 7; FIGs. 21C-30.</p> <p>"Still referring to FIG. 21C, like the home page image map 101 discussed above, the home page image map 2101 herein is a grouping of the hypertext links 108-112, wherein the 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 &amp; Gifts Web site pages that are dynamically created with fully customized graphic and text features according to Homearts' preferences. Such a private label customization of the Web site pages takes advantage of the client's existing relationship and familiarity with the marketing partner, Homearts. In addition, the hypertext link grouping 2103 retains the links 102-107 of the PC Flowers &amp; Gifts Web site pages, however, like the home page image map 2101, the hypertext link grouping 2103 provides jumps to PC Flowers and Web site pages that are fully customized with the private label Homearts." Column 10, lines 8-26; FIG. 21C.</p>

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Comparison of the U.S. Patent No. 7,818,399 and U.S. Patent No. 6,141,666 "Method and system for customizing marketing services on networks communicating with hypertext tagging conventions"

Claim No.	Claim Language of U.S. Patent No. 7,818,399	Relevant Disclosure in U.S. Patent No. 6,141,666 ("the '666 patent")
		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 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 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 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. 6,141,666 "Method and system for customizing marketing services on networks communicating with hypertext tagging conventions"

Claim No.	Claim Language of U.S. Patent No. 7,818,399	Relevant Disclosure in U.S. Patent No. 6,141,666 ("the '666 patent")
		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 through 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. 7,818,399 and U.S. Patent No. 6,128,655 "Distribution mechanism for filtering, formatting and reuse of web based content"

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 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	1. A method of an outsource provider serving web pages offering commercial opportunities, 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

<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 Jul. 10, 1998, issued Oct. 3, 2000). [DFNDT0000054-0000076]

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. 6,128,655 ("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 Markup 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 "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.
	(i) wherein each of the first web pages belongs 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.

Claim No.	Claim Language of U.S. Patent No. 7,818,399	Relevant Disclosure in U.S. Patent No. 6,128,655 ("the '655 patent")
		<p>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.</p> <p>"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.</p> <p>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</p>

Claim No.	Claim Language of U.S. Patent No. 7,818,399	Relevant Disclosure in U.S. Patent No. 6,128,655 ("the '655 patent")
		<p>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.</p> <p>(ii) wherein each of the first web pages displays at least one active link associated with a commerce object associated with a buying opportunity of a selected one of a plurality of merchants; and</p> <p>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.</p> <p>"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.</p> <p>"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.</p> <p>"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</p>

Claim No.	Claim Language of U.S. Patent No. 7,818,399	Relevant Disclosure in U.S. Patent No. 6,128,655 ("the '655 patent")
		<p>example, browsing is effected using the Hypertext Transfer Protocol (HTTP), which provides users access to multimedia files using Hypertext Markup Language (HTML). The collection of servers that use HTTP comprise the World Wide Web, which is the Internet's multimedia information retrieval system.</p> <p>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."</p> <p>Column 3:55-4:24</p>
	(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;	<p>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.</p> <p>"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.</p>

Claim No.	Claim Language of U.S. Patent No. 7,818,399	Relevant Disclosure in U.S. Patent No. 6,128,655 ("the '655 patent")
		<p>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 .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.</p> <p>"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 pass 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 "out of date".</p> <p>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</p>

Claim No.	Claim Language of U.S. Patent No. 7,818,399	Relevant Disclosure in U.S. Patent No. 6,128,655 ("the '655 patent")
		<p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p>

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		<p>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.</p> <p>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.</p> <p>Alternatively, the logo and copyright statements could be excerpted components like the title, ads and content.</p> <p>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 distinguishing 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 caching 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.</p>
l(b)	automatically retrieving from a storage coupled to the server pre stored data associated with the source page; and then	<p>The '655 patent discloses automatically retrieving from a storage coupled to the server pre stored data associated with the source page.</p> <p>"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</p>

Claim No.	Claim Language of U.S. Patent No. 7,818,399	Relevant Disclosure in U.S. Patent No. 6,128,655 ("the '655 patent")
		<p>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 Markup Language (HTML). The collection of servers that use HTTP comprise the World Wide Web, which is the Internet's multimedia information retrieval system.</p> <p>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.</p> <p>"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.</p> <p>"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.</p>

Claim No.	Claim Language of U.S. Patent No. 7,818,399	Relevant Disclosure in U.S. Patent No. 6,128,655 ("the '655 patent")
		<p>"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.</p> <p>"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.</p> <p>"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.</p> <p>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.</p> <p>"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</p>

Claim No.	Claim Language of U.S. Patent No. 7,818,399	Relevant Disclosure in U.S. Patent No. 6,128,655 ("the '655 patent")
		<p>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.</p> <p>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.</p> <p>"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.</p> <p>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.</p> <p>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,</p>

Claim No.	Claim Language of U.S. Patent No. 7,818,399	Relevant Disclosure in U.S. Patent No. 6,128,655 ("the '655 patent")
		<p>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</p> <p>"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.</p> <p>"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</p>

Claim No.	Claim Language of U.S. Patent No. 7,818,399	Relevant Disclosure in U.S. Patent No. 6,128,655 ("the '655 patent")
		<p>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</p>
1(c)	<p>automatically with the server computer generating and transmitting to the web browser a second web page that includes:</p>	<p>The '655 patent discloses automatically with the server computer generating and transmitting to the web browser a second web page.</p> <p>"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.</p> <p>See also 3, <i>infra</i>.</p>
	<p>(i) information associated with the commerce object associated with the link that has been activated, and</p>	<p>The '655 patent discloses that the second webpage includes information associated with the commerce object associated with the link that has been activated.</p> <p>"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 Markup Language (HTML). The collection of servers that use HTTP comprise the World Wide Web, which is the Internet's multimedia information retrieval system.</p>

Claim No.	Claim Language of U.S. Patent No. 7,818,399	Relevant Disclosure in U.S. Patent No. 6,128,655 ("the '655 patent")
		<p>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.</p> <p>"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.</p> <p>"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.</p> <p>"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.</p>



Claim No.	Claim Language of U.S. Patent No. 7,818,399	Relevant Disclosure in U.S. Patent No. 6,128,655 ("the '655 patent")
		<p>"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.</p> <p>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.</p> <p>"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.</p> <p>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.</p> <p>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</p>

Claim No.	Claim Language of U.S. Patent No. 7,818,399	Relevant Disclosure in U.S. Patent No. 6,128,655 ("the '655 patent")
		<p>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</p> <p>"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.</p> <p>"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</p>

Claim No.	Claim Language of U.S. Patent No. 7,818,399	Relevant Disclosure in U.S. Patent No. 6,128,655 ("the '655 patent")
		<p>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</p>
	(ii) a plurality of visually perceptible elements derived from the retrieved pre stored data and visually corresponding to the source page.	<p>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.</p> <p>"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.</p> <p>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</p>

Claim No.	Claim Language of U.S. Patent No. 7,818,399	Relevant Disclosure in U.S. Patent No. 6,128,655 ("the '655 patent")
		<p>11.</p> <p>"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.</p> <p>"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</p>
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.	<p>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.</p> <p>"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.</p> <p>"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.</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.	<p>This element is inherent or obvious in view of the prior art.</p>
19	A system useful in an outsource provider serving web pages offering commercial opportunities, the system comprising:	<p>See 1, <i>supra</i>.</p>
19(a)	(a) a computer store containing data, for each of	<p>See 1(a)-1(b), <i>supra</i>.</p>

Claim 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 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;	See 1(a)-1(b), <i>supra</i> .
	(ii) wherein each of the first web pages displays at least one active link associated with a commerce object associated with a buying opportunity of a selected one of a plurality of merchants; and	See 1(a)-1(b), <i>supra</i> .
	(iii) wherein the selected merchant, the 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), <i>supra</i> .
19(b)	(b) a computer server at the outsource provider, which computer server is coupled to the computer store and programmed to:	See 1(a)-1(c), <i>supra</i> .
	(i) receive from the web browser of a computer user a signal indicating activation of one of the links displayed by one of the first web pages;	See 1(a)-1(c), <i>supra</i> .
	(ii) automatically identify as the source page the one of the first web pages on which the link has been activated;	See 1(a)-1(c), <i>supra</i> .
	(iii) in response to identification of the source page, automatically retrieve the stored data corresponding to the source page; and	See 1(a)-1(c), <i>supra</i> .
	(iv) using the data retrieved, automatically generate and transmit to the web browser a second web page that displays:	See 1(a)-1(c), <i>supra</i> .
	(A) information associated with the commerce object associated with the link that has been activated, and	See 1(a)-1(c), <i>supra</i> .

Claim No.	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 visually corresponding to the source page.	See 1(a)-1(c), <i>supra</i> .

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"<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 No.	Claim Language of U.S. Patent No. 7,818,399	Relevant Disclosure in U.S. Patent No. 5,991,740 (hereinafter "'740 Patent")
1	A method of an outsource provider serving web pages offering commercial opportunities, the 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 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.

<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]

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 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. 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 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 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 to the server pre stored data associated with the 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.

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 No.	Claim Language of U.S. Patent No. 7,818,399	Relevant Disclosure in U.S. Patent No. 5,991,740 (hereinafter "740 Patent")
		<p>"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.</p> <p>"[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.</p> <p>"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.</p> <p>"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.</p>
1(c)	<p>automatically with the server computer generating and transmitting to the web browser a second web page that includes: (i) information associated with the commerce object associated with the link that has been activated, and (ii) a plurality of visually perceptible elements derived from the retrieved pre-stored data and visually corresponding to the source page.</p>	<p><i>See also 3, infra.</i></p> <p>"[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.</p> <p>"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</p>

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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 No.	Claim Language of U.S. Patent No. 7,818,399	Relevant Disclosure in U.S. Patent No. 5,991,740 (hereinafter "740 Patent")
		<p>"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.</p>
3	<p>The method of claim 1 wherein at least one of the plurality of visually perceptible elements includes a set of navigational links on the source page.</p>	<p>"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.</p>
7	<p>The method of claim 1 wherein the commerce object associated with the link that has been activated comprises information defining an electronic catalog having a multitude of merchant offerings, and wherein the second web page contains one or more selectable navigation links connecting a hierarchical set of additional second web pages, each pertaining to a subset of the offerings in the catalog.</p>	<p>"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.</p> <p>"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.</p> <p>"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.</p> <p>"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</p>

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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 No.	Claim Language of U.S. Patent No. 7,818,399	Relevant Disclosure in U.S. Patent No. 5,991,740 (hereinafter "740 Patent")
		<p>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 banners in terms of revenue are created allowing for accurate assessment of promotional impact." Column 9, lines 12-26.</p>
19	<p>A system useful in an outsource provider serving web pages offering commercial opportunities, the system comprising:</p>	<p><i>See 1, supra.</i></p> <p>"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.</p>
19(a)	<p>(a) a computer store containing data, for each of a plurality of first web pages, defining a plurality of visually perceptible elements, which visually perceptible elements correspond to the plurality of first web pages; (i) wherein each of the first web pages belongs to one of a plurality of web page owners; (ii) wherein each of the first web pages displays at least one active link associated with a commerce object associated with a buying opportunity of a selected one of a plurality of merchants; and (iii) wherein the selected merchant, the outsource provider, and the owner of the first web page displaying the associated link are each third parties with respect to one other;</p>	<p><i>See 1(a)-1(b), supra.</i></p> <p>"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.</p> <p>"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.</p> <p>"[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.</p> <p>"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</p>

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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 No.	Claim Language of U.S. Patent No. 7,818,399	Relevant Disclosure in U.S. Patent No. 5,991,740 (hereinafter "740 Patent")
		<p>the Merchant [where] ... the specific goods are made available for purchase." Column 4, lines 52-62; FIGs. 6A, 6B.</p> <p>"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.</p> <p>"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 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.</p> <p>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.</p>

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Claim 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.	See 1(a)-(c), <i>supra</i> .  "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.

<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/19970607065342/www.sextoy.com/yoursite/yoursite.html>; and *The Agreement*, <http://web.archive.org/web/19970607071136/www.sextoy.com/yoursite/agreement.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/19970711063313/www.sextoy.com/yoursite/yoursite.html>; and *The Agreement*, <http://web.archive.org/web/19970711072555/www.sextoy.com/yoursite/agreement.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.sextoy.com/yoursite/banner.html>; and *The Agreement*, <http://web.archive.org/web/19971019020936/www.sextoy.com/yoursite/agreement.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/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*, <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/1999022511500/www.sextoy.com/cnv/cnv.html> (February 25, 1999 version of

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Comparison of the U.S. Patent No. 7,818,399 and Sextoy.com Prior Art

Comparison of the U.S. Patent No. 7,818,399 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/](http://www.sextoys.com/), (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 No.	Claim Language of U.S. Patent No. 7,818,399	Relevant Disclosure in Sextoy.com Prior Art
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Claim No.	Claim Language of U.S. Patent No. 7,818,399	Relevant Disclosure in Sextoy.com Prior Art
1	1. A method of an outsource provider serving web pages offering commercial opportunities, the method comprising:	"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." <i>Promote your own sextoy site</i> , <a href="http://web.archive.org/web/19980517004530/sextoy.com/cnv/cnv.html">http://web.archive.org/web/19980517004530/sextoy.com/cnv/cnv.html</a> (emphasis removed) (May 17, 1998 version of sextoy.com/cnv/cnv.html as archived by the Internet Archive) <sup>3,4,5</sup> [DFNDT000945-000946]

<sup>4</sup> Also see Lewis Perdue, *EroticaBiz How Sex Shaped the Internet* 5-6 (Idea Worx 2002), available at <http://www.erotica.biz.com/> ("Actual profits from an affiliate system had to wait until David Levine built SexToyFun ([www.sextoyfun.com](http://www.sextoyfun.com/)) [sic] a substantial but decidedly quirky sex paraphernalia site. Levine said he launched his site in 1994 and began his first affiliate program in the spring of 1996. ... Levine's affiliate program was actually a virtual store service which allowed adult webmasters to set up, customize and brand their own sex toy stores with Levine's operation handling all the billing, fulfillment, shipping and customer service. Then in early 1997, Levine set up a more conventionally structured affiliate system like that used by Amazon and CDNow so webmasters could get referral commissions from the sale of products from his store. While Levine's conventional affiliate system was launched after SportSource and CDNow, his pioneering role was the invention of "v-commerce" an e-commerce business model halfway between traditional affiliate systems and outright retailing. ... [T]he v-commerce operation pioneered by Levine offers ... [a] central e-supplier provid[ing] an online "catalog" from which the v-commerce affiliate can select. Each product selected by the affiliate goes into a cookie-cutter web page supplied by the mother site which offers a number of different pre-programmed and customizable styles from which to select. When an order is placed in the affiliate's store, the mother site then works in the background, handling everything else from order taking and payments to shipping customer service and returns -- all within an e-commerce environment that looks just like the whole process is run by the affiliate. 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 (Affmia.com, Nexchange), hanging on by a thread (Jooney, 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 e-commerce on the Internet – something that has eluded hundreds of venture-financed retailers who have collectively poured billions of investment dollars down a very large and seemingly insatiable cyber-rathole. Significantly, Levine has been profitable from his first few months on the Web. Amazon and other are still scrambling to get out of the loss columns.") (this article is referring to sextoy.com, not sextoyfun.com; David Levine began an affiliate program on sextoy.com in 1996). [DFNDT001048-001059]; also see WHOIS Record for sextoyfun.com, <http://www.networksolutions.com/whois/results.jsp?whoisoken=13> (last visited August 8, 2006) (sextoyfun.com was first registered on September 9, 1998). [DFNDT001065-001068]  
  
<sup>5</sup> Also see David Levine, <http://www.davelevine.com/> (last visited on August 11, 2006) ("[O]ne idea was to take orders on the web and then forward the orders to companies who would drop ship the products to my customers. My goal was (and still is) to build a billion dollar company with no employees, no corporate office, and no inventory. I named my business Convergence, Inc. I started Wicked Cool Mall and opened stores selling lobster, sneakers, watches, paintings, t-shirts, etc. Eventually I decided I could make more money focusing on one product niche rather than many different stores in a mall. Since SEXTOY.com had the most sales, highest profit margins, and biggest traffic I decided to become the king of sex toys. In 1996, I started the first affiliate program for adult products. An affiliate program allows anyone to sign up and get their own sextoy site for free. They can make the site look like their own, but we handle the orders and fulfillment [sic] and then send the affiliate a commission check each month for the sales in their store.") [DFNDT0001078-0001079]  
  
<sup>6</sup> Internet Archive Frequently Asked Questions, *supra* note 4.

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)). [DFNDT000999-001000]  
  
*Promote your own sextoy site*, <http://web.archive.org/web/19990502170612/www.sextoy.com/cnv/cnv.html> (May 2, 1999 version of instructions for creating your own sextoy as archived by the Internet Archive (see note 4)). [Document 21]  
  
*Banner.html*, <http://web.archive.org/web/19990910044933/http://www.sextoyfun.com/cgi-bin/cnv/browse.cgi?102&cnv/banner.html> (September 10, 1999 version of Banner.html as archived by the Internet Archive (see note 4)). [DFNDT001003]

<sup>2</sup> WHOIS Record for sextoy.com, <http://www.networksolutions.com/whois/results.jsp?whoisoken=11> (last visited August 8, 2006) (sextoy.com was first registered on May 2, 1995 and is owned by Convergence, Inc). [DFNDT001060-1061]  
  
<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>. [DFNDT001048-1059]

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Claim No.	Claim Language of U.S. Patent No. 7,818,399	Relevant Disclosure in Sextoy.com Prior Art
		<p>"We have been drop shipping sextoys from web-generated orders since February 1995. Thanks to our huge selection, user-friendly web site, great prices, quick customer service, reliable shipping, and easy secure payment options, we consistently out sell any other sextoy sites in cyberspace."</p> <p><i>More information - Promote your own sextoy site,</i>  <a href="http://web.archive.org/web/19980517011212/sextoy.com/cnv/moreinfo.html">http://web.archive.org/web/19980517011212/sextoy.com/cnv/moreinfo.html</a>                      (emphasis removed) (May 17, 1998 version of sextoy.com/cnv/moreinfo.html as archived by the Internet Archive<sup>6</sup>). [DFNDT000947]</p>
1(a)	<p>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;</p>	<p>"2. We will send you a URL (web address) that you put in your web site. Your customers click on that link to get to your Sextoy site.</p> <p>3. All orders that come from your link will be marked and commission of 15%-20% of gross sales paid to you monthly [sic]. (Gross sales include shipping cost which can be a significant portion of total revenue.)"</p> <p><i>Promote your own sextoy site,</i> May 17, 1998 version (emphasis removed). [DFNDT000945-000946]</p> <p>"If you are linking to our sextoy site, feel free to copy and use these banners. Also, as long as you are using images to promote our sextoy site you can borrow images from your toy site."</p> <p><i>Banners to Promote your own sextoy site,</i>  <a href="http://web.archive.org/web/19980517011218/sextoy.com/cnv/banner.html">http://web.archive.org/web/19980517011218/sextoy.com/cnv/banner.html</a> (May 17, 1998 version of sextoy.com/cnv/banner.html as archived by the Internet Archive<sup>7</sup>). [DFNDT000948-000949]</p> <p>The owner of the first web page is the affiliate, the outsource provider is Convergence, Inc. (owner and operator of Sextoy.com), and the selected merchant is party drop-shipping the sex toy product(s).</p> <p>"We have been drop shipping sextoys from web-generated orders since February 1995. Thanks to our huge selection, user-friendly web site, great prices, quick customer</p>

<sup>7</sup> Internet Archive Frequently Asked Questions, *supra* note 4.

Claim No.	Claim Language of U.S. Patent No. 7,818,399	Relevant Disclosure in Sextoy.com Prior Art
		<p>service, reliable shipping, and easy secure payment options, we consistently out sell any other sextoy sites in cyberspace."</p> <p><i>More information - Promote your own sextoy site,</i>  <a href="http://web.archive.org/web/19980517011212/sextoy.com/cnv/moreinfo.html">http://web.archive.org/web/19980517011212/sextoy.com/cnv/moreinfo.html</a>                      (emphasis removed) (May 17, 1998 version of sextoy.com/cnv/moreinfo.html as archived by the Internet Archive<sup>8</sup>). [DFNDT000947]</p> <p>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 Convergence, 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." <i>Convergence, Inc.</i>, February 4, 1998 version (emphasis removed). [DFNDT0001080-0001081]</p> <p>It is obvious to a person skilled in the art at the priority date of the '399 Application that Convergence, Inc. did not sell its own products or products it owned. Rather, Convergence, Inc. sold the products of a third party (i.e., the supplier, distributor, or manufacturer) at sextoy.com. Accordingly, the host is the host website operator, the outsource provider is Convergence, Inc., and the merchant is the supplier, distributor, or manufacturer of the products.</p>
1(b)	<p>automatically retrieving from a storage coupled to the server pre stored data associated with the source page; and then</p>	<p>"To get started as soon as possible:                      Please email the information below to us now <a href="mailto:dml@sextoy.com">dml@sextoy.com</a>. Or you can fax it to (617) 666 3421."</p> <p><i>Promote your own sextoy site,</i> May 17, 1998 version (emphasis removed).</p>

<sup>8</sup> Internet Archive Frequently Asked Questions, *supra* note 4.

Claim No.	Claim Language of U.S. Patent No. 7,818,399	Relevant Disclosure in Sextoy.com Prior Art
		<p>[DFNDT000945-000946]</p> <p>"What would you like at the top of the front page of your sextoy site? (You can submit actual HTML if you like). If you want to serve a logo or image, either forward us the image or give us the URL where it is located.</p> <hr/> <p>What would you like to appear on the bottom of every page? (You probably will want to put in a link so that customers can go back to your main site.) Or if you are using frames, you may want to leave the bottom space blank.</p> <ul style="list-style-type: none"> <li>• Back To _____ (your site name)</li> <li>• Your site address <a href="http://web.archive.org/web/19980517004530/http://_/_/">http://web.archive.org/web/19980517004530/http://_/_/</a></li> </ul> <p>(Optional) If you want to alter the front page background colors, please send the HTML codes. Otherwise, we will use our default colors. (body TEXT="#000000"; BGCOLOR="#FFFFFF" LINK="#FF0000" VLINK="#FF00FF" ALINK="#FF0000")                      Also, if you want to insert an image for the background either forward the image to us or tell us the URL where the image is will be served from.</p> <p><i>Promote your own sextoy site,</i> May 17, 1998 version (emphasis removed). [DFNDT000945-000946]</p> <p>"2. We will send you a URL (web address) that you put in your web site. Your customers click on that link to get to your Sextoy site.</p> <p>3. All orders that come from your link will be marked and commission of 15%-20% of gross sales paid to you monthly [sic]. (Gross sales include shipping cost which can be a significant portion of total revenue.)"</p> <p><i>Promote your own sextoy site,</i> May 17, 1998 version (emphasis removed). [DFNDT000945-000946]</p> <p>"If you are linking to our sextoy site, feel free to copy and use these banners. Also, as long as you are using images to promote our sextoy site you can borrow images from</p>

<sup>9</sup> Internet Archive Frequently Asked Questions, *supra* note 4.

Claim No.	Claim Language of U.S. Patent No. 7,818,399	Relevant Disclosure in Sextoy.com Prior Art
		<p>your toy site."</p> <p><i>Banners to Promote your own sextoy site,</i>  <a href="http://web.archive.org/web/19980517011218/sextoy.com/cnv/banner.html">http://web.archive.org/web/19980517011218/sextoy.com/cnv/banner.html</a> (May 17, 1998 version of sextoy.com/cnv/banner.html as archived by the Internet Archive<sup>9</sup>). [DFNDT000948-000949]</p>
1(c)	<p>automatically with the server computer generating and transmitting to the web browser a second web page that includes: (i) information associated with the commerce object associated with the link that has been activated, and (ii) a plurality of visually perceptible elements derived from the retrieved pre stored data and visually corresponding to the source page.</p>	<p><i>See also 3, infra.</i></p> <p>"2. We will send you a URL (web address) that you put in your web site. Your customers click on that link to get to your Sextoy site.</p> <p>3. All orders that come from your link will be marked and commission of 15%-20% of gross sales paid to you monthly [sic]. (Gross sales include shipping cost which can be a significant portion of total revenue.)"</p> <p><i>Promote your own sextoy site,</i> May 17, 1998 version (emphasis removed). [DFNDT000945-000946]</p> <p>"If you are linking to our sextoy site, feel free to copy and use these banners. Also, as long as you are using images to promote our sextoy site you can borrow images from your toy site."</p> <p><i>Banners to Promote your own sextoy site,</i>  <a href="http://web.archive.org/web/19980517011218/sextoy.com/cnv/banner.html">http://web.archive.org/web/19980517011218/sextoy.com/cnv/banner.html</a> (May 17, 1998 version of sextoy.com/cnv/banner.html as archived by the Internet Archive<sup>10</sup>). [DFNDT000948-000949]</p> <p>"To get started as soon as possible:                      Please email the information below to us now <a href="mailto:dml@sextoy.com">dml@sextoy.com</a>. Or you can fax it to (617) 666 3421."</p> <p><i>Promote your own sextoy site,</i> May 17, 1998 version (emphasis removed). [DFNDT000945-000946]</p> <p>"What would you like at the top of the front page of your sextoy site? (You can submit</p>

<sup>10</sup> Internet Archive Frequently Asked Questions, *supra* note 4.

Comparison of the U.S. Patent No. 7,818,399 and Sextoy.com Prior Art

Claim No.	Claim Language of U.S. Patent No. 7,818,399	Relevant Disclosure in Sextoy.com Prior Art
		<p>actual HTML if you like). If you want to serve a logo or image, either forward us the image or give us the URL where it is located.</p> <p>_____</p> <p>What would you like to appear on the bottom of every page? (You probably will want to put in a link so that customers can go back to your main site.) Or if you are using frames, you may want to leave the bottom space blank.</p> <ul style="list-style-type: none"> <li>• Back To _____ (your site name)</li> <li>• Your site address <a href="http://web.archive.org/web/19980517004530/http://___/">http://web.archive.org/web/19980517004530/http://___/</a></li> </ul> <p>(Optional) If you want to alter the front page background colors, please send the HTML codes. Otherwise, we will use our default colors. (body TEXT="#000000"; BGCOLOR="#FFFFFF" LINK="#FF0000" VLINK="#FF00FF" ALINK="#FF0000")</p> <p>Also, if you want to insert an image for the background either forward the image to us or tell us the URL where the image is will be served from.</p> <p>_____</p> <p>Promote your own sextoy site, May 17, 1998 version (emphasis removed). [DFNDT000945-000946]</p>
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.	<p>"What would you like at the top of the front page of your sextoy site? (You can submit actual HTML if you like). If you want to serve a logo or image, either forward us the image or give us the URL where it is located.</p> <p>_____</p> <p>What would you like to appear on the bottom of every page? (You probably will want to put in a link so that customers can go back to your main site.) Or if you are using frames, you may want to leave the bottom space blank.</p> <ul style="list-style-type: none"> <li>• Back To _____ (your site name)</li> <li>• Your site address <a href="http://web.archive.org/web/19980517004530/http://___/">http://web.archive.org/web/19980517004530/http://___/</a></li> </ul> <p>(Optional) If you want to alter the front page background colors, please send the HTML codes. Otherwise, we will use our default colors. (body TEXT="#000000";</p>

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Comparison of the U.S. Patent No. 7,818,399 and Sextoy.com Prior Art

Claim No.	Claim Language of U.S. Patent No. 7,818,399	Relevant Disclosure in Sextoy.com Prior Art
		<p>BGCOLOR="#FFFFFF" LINK="#FF0000" VLINK="#FF00FF" ALINK="#FF0000")</p> <p>Also, if you want to insert an image for the background either forward the image to us or tell us the URL where the image is will be served from.</p> <p>_____</p> <p>Promote your own sextoy site, May 17, 1998 version (emphasis removed). [DFNDT000945-000946]</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.	<p>"Promote your own sextoy site!</p> <p>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."</p> <p>Promote your own sextoy site, May 17, 1998 version (emphasis removed). [DFNDT000945-000946]</p> <p>"Also, as long as you are using images to promote our sextoy site (sic) you can borrow images from your toy site."</p> <p>Banners to Promote your own sextoy site, May 17, 1998 version. [DFNDT000948-000949]</p> <p>"Webmasters - Earu commission for selling sextoys." <i>Sextoys sex toys adult xxx ...</i>, May 17, 1998 version. [DFNDT000950-000951]</p> <p>The visitor from the host website could search categories of products including vibrators, toys for men, bondage, pleasure kits, or lotions, creams, and oils.</p> <p>"</p> <ul style="list-style-type: none"> <li>• Vibrator and Stimulator World - Realistic Cocks, Massagers, Strap-Ons, Vibrating eggs, and more.</li> <li>• Toys For Men - Pumps, Vaginas, Cock Rings, Strap-On Penises, Blow job simulators, and more.</li> <li>• Bondage Fantasy - Restraints, Body jewelry, Swings, and more.</li> <li>• Butt ... Of Course - a Variety of anal stimulators including Inflatable, Ejaculating, and Climax Beads.</li> <li>• Pleasure Kits - Special occasion gift kits and variety kits for stimulation.</li> <li>• Female , Male , and Animal - Love Dolls. The best selection in cyberspace.</li> <li>• Lotions, Creams, and Oils - For lubrication, flavor, massage, desensitization</li> </ul>

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Comparison of the U.S. Patent No. 7,818,399 and Sextoy.com Prior Art

Claim No.	Claim Language of U.S. Patent No. 7,818,399	Relevant Disclosure in Sextoy.com Prior Art
		<p>and more.</p> <ul style="list-style-type: none"> <li>• Edible Sex - Edible undies, edible condoms, penis pasta and more.</li> <li>• Erotic Garments - Latex and Lingerie for men and women.</li> <li>• Videos - Classics and/or Hot action videos.</li> <li>• Games for fun and intimacy and Books for fun and education."</li> </ul> <p><i>Sextoys sex toys adult xxx ...</i>, May 17, 1998 version (emphasis and links removed).<sup>11</sup> [DFNDT000950-000951]</p>
19	A system useful in an outsource provider serving web pages offering commercial opportunities, the system comprising:	<p>See 1, <i>supra</i>.</p> <p>"Promote your own sextoy site!</p> <p>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."</p> <p>Promote your own sextoy site, May 17, 1998 version (emphasis removed). [DFNDT000945-000946]</p> <p>"We have been drop shipping sextoys from web-generated orders since February 1995. Thanks to our huge selection, user-friendly web site, great prices, quick customer service, reliable shipping, and easy secure payment options, we consistently out sell any other sextoy sites in cyberspace."</p> <p>More information - Promote your own sextoy site, May 17, 1998 version. [DFNDT000947]</p>
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	<p>See 1(a)-(b), <i>supra</i>.</p> <p>"To get started as soon as possible:</p> <p>Please email the information below to us now <a href="mailto:dmi@sextoy.com">dmi@sextoy.com</a>. Or you can fax it to (617) 666 3421. "</p>

<sup>11</sup> The products and organization of the *Sextoys sex toys adult xxx ...* webpage at [www.sextoy.com](http://www.sextoy.com) was an example of the products and the organization of the sextoy websites of the host website operator. See e.g. *Sex toys*, <http://web.archive.org/web/20000419221609/http://www.bluetrouble.com/sextoys/index.html> [DFNDT0001072-0001074] (April 19, 2000 version of [www.bluetrouble.com/sextoys/index.html](http://www.bluetrouble.com/sextoys/index.html) as archived by the Internet Archive (See note 4)) ([bluetrouble.com](http://www.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](http://www.sextoy.com) as archived by the Internet Archive (see note 4))), [DFNDT0001075-0001077]

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Comparison of the U.S. Patent No. 7,818,399 and Sextoy.com Prior Art

Claim No.	Claim Language of U.S. Patent No. 7,818,399	Relevant Disclosure in Sextoy.com Prior Art
		<p>Promote your own sextoy site, May 17, 1998 version (emphasis removed). [DFNDT000945-000946]</p> <p>"What would you like at the top of the front page of your sextoy site? (You can submit actual HTML if you like). If you want to serve a logo or image, either forward us the image or give us the URL where it is located.</p> <p>_____</p> <p>What would you like to appear on the bottom of every page? (You probably will want to put in a link so that customers can go back to your main site.) Or if you are using frames, you may want to leave the bottom space blank.</p> <ul style="list-style-type: none"> <li>• Back To _____ (your site name)</li> <li>• Your site address <a href="http://web.archive.org/web/19980517004530/http://___/">http://web.archive.org/web/19980517004530/http://___/</a></li> </ul> <p>(Optional) If you want to alter the front page background colors, please send the HTML codes. Otherwise, we will use our default colors. (body TEXT="#000000"; BGCOLOR="#FFFFFF" LINK="#FF0000" VLINK="#FF00FF" ALINK="#FF0000")</p> <p>Also, if you want to insert an image for the background either forward the image to us or tell us the URL where the image is will be served from.</p> <p>_____</p> <p>Promote your own sextoy site, May 17, 1998 version (emphasis removed). [DFNDT000945-000946]</p> <p>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 Convergence, 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." <i>Convergence, Inc.</i>, February 4, 1998 version (emphasis removed).</p>

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Claim 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 Convergence, 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 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)-(c), <i>supra</i> .  "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.)" <i>Promote your own sextoy site</i> , May 17, 1998 version (emphasis removed). [DFNDT000945-000946]  "If you are linking to our sextoy site, feel free to copy and use these banners. Also, as long as you are using images to promote our sextoy site you can borrow images from your toy site." <i>Banners to Promote your own sextoy site</i> , 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." <i>Promote your own sextoy site</i> , 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

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Claim No.	Claim Language of U.S. Patent No. 7,818,399	Relevant Disclosure in Sextoy.com Prior Art
		any other sextoy sites in cyberspace." <i>More information - Promote your own sextoy site</i> , May 17, 1998 version (emphasis removed). [DFNDT000947]  "To get started as soon as possible: Please email the information below to us now <a href="mailto:dml@sextoy.com">dml@sextoy.com</a> . Or you can fax it to (617) 666 3421." <i>Promote your own sextoy site</i> , May 17, 1998 version (emphasis removed). [DFNDT000945-000946]  "What would you like at the top of the front page of your sextoy site? (You can submit actual HTML if you like). If you want to serve a logo or image, either forward us the image or give us the URL where it is located.  What would you like to appear on the bottom of every page? (You probably will want to put in a link so that customers can go back to your main site.) Or if you are using frames, you may want to leave the bottom space blank.  <ul style="list-style-type: none"> <li>• Back To _____ (your site name)</li> <li>• Your site address <a href="http://web.archive.org/web/19980517004530/http://___/">http://web.archive.org/web/19980517004530/http://___/</a></li> </ul> (Optional) If you want to alter the front page background colors, please send the HTML codes. Otherwise, we will use our default colors. (body TEXT="#000000"; BGCOLOR="#FFFFFF" LINK="#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.  <i>Promote your own sextoy site</i> , 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<sup>1,2</sup>

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](http://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 No.	Claim Language of U.S. Patent No. 7,818,399	Relevant Disclosure in One & Only Articles Prior Art ("One & Only")
1	1. A method of an outsource provider serving web pages offering commercial opportunities, 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, <i>Partners in Affiliate Marketing Struggle With Branding Issues</i> , <i>Internet World</i> , 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>1</sup> See also the prior art identified in the invalidity contentions for the One & Only Network Prior Art.

<sup>2</sup> *WHOIS Record for one-and-only.com*, <http://www.networksolutions.com/whois/results.jsp?whoisoken=0> (last visited August 14, 2006) (one-and-only.com was first registered on November 30, 1995). [DFNDT0001707-0001711]

<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/](http://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 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!"). [DFNDT0001698-0001699]

<sup>4</sup> Also see *One & Only Internet Personals and Romance*, <http://web.archive.org/web/19970609215214/http://www.one-and-only.com/menu1.htm> (June 9, 1997 version of [www.one-and-only.com/menu1.htm](http://www.one-and-only.com/menu1.htm) as archived by the Internet Archive. (see note 6)) ("Match your website to the world. One & Only brings your site revenue."). [DFNDT0001702-0001703]

<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/faq.php>. [DFNDT0001751-0001794]

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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")
	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	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, <i>Partners in Affiliate Marketing Struggle With Branding Issue</i> . 6-7 [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

<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 [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 your 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]

<sup>7</sup> 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). [DFNDT0001698-0001699]

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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")
	displays at least one active link associated with a commerce object associated with a buying opportunity of a selected one of a plurality of merchants; and (iii) wherein the selected merchant, the outsourcing provider, and the owner of the first web page are each third parties with respect to one other;	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, <i>Partners in Affiliate Marketing Struggle With Branding Issue</i> . [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, <i>Are Affiliate Programs for You?</i> . [DFNDT0001693-0001697, DFNDT0001716-0001719]  The owner of the first web page is the affiliate, the outsourcing 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 to the server pre stored data associated with the 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, <i>Partners in Affiliate Marketing Struggle With Branding Issue</i> . 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]

<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](http://www.oneandonlynetwork.com/customize.htm) as archived by the Internet Archive. (see note 5)) ("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.") ("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.

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 your 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

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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")
		"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, <i>Are Affiliate Programs for You?</i> , Web Marketing Today Issue 43, April 1, 1998. [DFNDT0001693-0001697, DFNDT0001716-0001719]
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, <i>infra</i> .  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, <i>Partners in Affiliate Marketing Struggle With Branding Issue</i> . 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 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 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]

<sup>10</sup> Also see Mike Curtis, *Affiliate Programs: Why They're Going To LAST*, available at <http://web.archive.org/web/19990915171254/www.oneandonlynetwork.com/Zcommerce1.htm?MID=0> (September 15, 1999 version of [www.oneandonlynetwork.com/Zcommerce1.htm?MID=0](http://www.oneandonlynetwork.com/Zcommerce1.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]

<sup>11</sup> Also see *Custom Features*, April 22, 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")
		"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, <i>Partners in Affiliate Marketing Struggle With Branding Issue</i> . [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, <i>Are Affiliate Programs for You?</i> . [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 your 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.

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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>12</sup> 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). [DFNDT0001698-0001699]

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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")
		categories, for their sites, which makes it harder to tell users they have to switch." Whit Andrews, <i>Partners in Affiliate Marketing Struggle With Branding Issue</i> . 13-14 [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, <i>Are Affiliate Programs for You?</i> . [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 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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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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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")
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, <i>Partners in Affiliate Marketing Struggle With Branding Issue</i> . [DFNDT0001690-0001692, DFNDT0001712-0001715] <sup>15-16</sup>  "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, <i>Are Affiliate Programs for You?</i> . [DFNDT0001693-0001697, 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.

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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>16</sup> 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")
19	A system useful in an outsource provider serving web pages offering commercial opportunities, the system comprising:	See 1, <i>supra</i> .  "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, <i>Partners in Affiliate Marketing Struggle With Branding Issue</i> . <sup>17-18</sup> [DFNDT0001690-0001692, DFNDT0001712-0001715]
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	See 1(a)-1(b), <i>supra</i> .  "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, <i>Partners in Affiliate Marketing Struggle With Branding Issue</i> . <sup>19-20</sup> [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]

<sup>17</sup> [Omitted.]

<sup>18</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!"). [DFNDT0001698-0001699]

<sup>19</sup> Also see *Custom Features*, April 22, 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 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;	"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, <i>Are Affiliate Programs for You?</i> . [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.

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 your 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

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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>20</sup> 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")
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), <i>supra</i> .  "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, <i>Partners in Affiliate Marketing Struggle With Branding Issue</i> . <sup>21-22</sup> [DFNDT0001690-0001692, DFNDT0001712-0001715]

<sup>21</sup> Also see *Custom Features*, April 22, 1999 version ("Get Your HTML Link Code

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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

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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")
	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.	"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, <i>Are Affiliate Programs for You?</i> . [DFNDT0001693-0001697, DFNDT0001716-0001719]  "Because subscriptions are for sale instead of products..." Whit Andrews, <i>Partners in Affiliate Marketing Struggle With Branding Issue</i> . [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, <i>Partners in Affiliate Marketing Struggle With Branding Issue</i> . 23-24 [DFNDT0001690-0001692, 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 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 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")
	displayed by one of a plurality of first web pages, automatically 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 another; (b) automatically retrieving from a storage coupled to the computer of the outsource provider pre-stored data associated with the source page; and then (c) automatically computer-generating	"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, <i>Are Affiliate Programs for You?</i> . [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.

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.

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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]

24 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!

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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")
	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.	

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 No.	Claim Language of U.S. Patent No. 7,818,399	Relevant Disclosure in IBM Prior Art
1	1. A method of an outsource provider serving web pages offering commercial opportunities, the method comprising:	"[I]n some countries you can even order online." <i>IBM planetwide ordering information</i> ("IBM Ordering website"), <a href="http://web.archive.org/web/19961220005843/www.ibm.com/Orders">http://web.archive.org/web/19961220005843/www.ibm.com/Orders</a> (December 20, 1996 version of <a href="http://www.ibm.com/Orders">www.ibm.com/Orders</a> as archived by the Internet Archive. <sup>1</sup> ) <sup>2</sup> [DFNDT0001798]  "IBM Direct: Your source for products and services from IBM and our business partners... planetwide." <i>IBM Ordering website</i> , December 20, 1996 version. [DFNDT0001798]
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	An owner of a first web page, IBM Credit Corporation provided a first web page entitled, <i>Leasing &amp; Financing Welcome to IBM Customer Leasing and Financing</i> at <a href="http://www.financing.hosting.ibm.com">www.financing.hosting.ibm.com</a> , (hereinafter " <i>Leasing &amp; Financing website</i> ") <sup>3</sup> with a link to a web page of an outsource provider, IBM Corporation, entitled, <i>IBM planetwide ordering information</i> at <a href="http://www.ibm.com/Orders">www.ibm.com/Orders</a> (i.e., the <i>IBM Ordering</i>

<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]

<sup>2</sup> *WHOIS Record ibm.com*, <http://www.networksolutions.com/whois/results.jsp?whoisoken=1> (last visited August 8, 2006) (ibm.com was first registered on March 19, 1986); [DFNDT0001821-0001824]

<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 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](http://www.ibm.com/Finding) as archived by the Internet Archive. (see note 1)); [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](http://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 No.	Claim Language of U.S. Patent No. 7,818,399	Relevant Disclosure in IBM Prior Art
	<p>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;</p>	<p>website) offering a buying opportunity of a selected one of a plurality of merchants (i.e., IBM's business partners).<sup>4</sup></p> <p><i>Leasing &amp; Financing</i> website,  <a href="http://web.archive.org/web/19961227153901/www.financing.hosting.ibm.com">http://web.archive.org/web/19961227153901/www.financing.hosting.ibm.com</a>                      (December 27, 1996 version of <a href="http://www.financing.hosting.ibm.com">www.financing.hosting.ibm.com</a> as archived by the Internet Archive.<sup>5</sup>); [DFNDT0001799-0001801].</p> <p><i>1995 Annual Report Highlights</i>,  <a href="http://web.archive.org/19961104164231/www.financing.hosting.ibm.com/AR95CL.HTM">http://web.archive.org/19961104164231/www.financing.hosting.ibm.com/AR95CL.HTM</a> (November 11, 1996 version of <a href="http://www.financing.hosting.ibm.com/AR95CL.HTM">www.financing.hosting.ibm.com/AR95CL.HTM</a> as archived by the Internet Archive.<sup>6</sup> (hereinafter "<i>1995 Annual Report of IBM Credit Corp.</i>")); [DFNDT0001879-0001882]</p> <p>"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]</p> <p>"[I]n some countries you can even order online." <i>IBM Ordering</i> website, December 20, 1996 version. [DFNDT0001798]</p> <p>"Order"  <i>Leasing &amp; Financing</i> web page, December 27, 1996 version (emphasis and link removed)[hyperlink to <a href="http://www.ibm.com/Orders/">http://www.ibm.com/Orders/</a>]. [DFNDT0001799-0001801]</p> <p>"&lt;a href='http://www.ibm.com/Orders/'&gt;Order&lt;/a&gt;"                      Source code for <i>Leasing &amp; Financing</i> website,</p>

<sup>4</sup> In another example of IBM prior art, the *IBM Ordering* website ([www.ibm.com/Orders/](http://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.

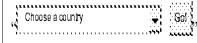
<sup>6</sup> *Supra* note 1.

<sup>7</sup> *Supra* note 1.

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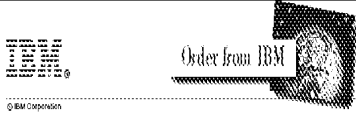
Comparison of the U.S. Patent No. 7,818,399 and IBM Prior Art

Claim No.	Claim Language of U.S. Patent No. 7,818,399	Relevant Disclosure in IBM Prior Art
		<p><a href="http://web.archive.org/web/19961227153901/www.financing.hosting.ibm.com">http://web.archive.org/web/19961227153901/www.financing.hosting.ibm.com</a>                      (December 27, 1996 version of <a href="http://www.financing.hosting.ibm.com">www.financing.hosting.ibm.com</a> as archived by the Internet Archive.<sup>7</sup>); [DFNDT0001816-0001820]</p> <p>IBM Credit Corporation, IBM Corporation, and IBM's business partners are separate and independent corporate entities. <i>1995 Annual Report of IBM Credit Corp.</i> [DFNDT0001879-0001882]. 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.</p> <p>For example, the commerce object is a categories list of countries where the computer user can products or services from IBM and its business partners.</p> <p>"Direct ordering any way you prefer..."</p> <p>To buy from IBM in your country, please select from the list below....</p> <p>Planetwide ordering information:</p>  <p><i>IBM Ordering</i> website, December 20, 1996 version. [DFNDT0001798]</p>
1(b)	<p>automatically retrieving from a storage coupled to the server pre stored data associated with the source page; and then</p>	<p>"HTML generated at Fri, 20 Dec 1996 00:58:45 GMT by /cgi-bin/Orders/nph-index"</p> <p>Source code for <i>IBM Ordering</i> website, December 20, 1996 version. [DFNDT0001813-0001815]</p>

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Comparison of the U.S. Patent No. 7,818,399 and IBM Prior Art

Claim No.	Claim Language of U.S. Patent No. 7,818,399	Relevant Disclosure in IBM Prior Art
		 <p>"<i>IBM Ordering</i> website, December 20, 1996 version (header for <i>IBM Ordering</i> website). [DFNDT0001798]</p> <p>"&lt;BODY bgcolor="#ffffff"&gt;                      &lt;A NAME=top&lt;IMG SRC="images/mastheads/masthead_order.gif" WIDTH=600 HEIGHT=72 ALT="IBM planetwide ordering information"&gt;&lt;/A&gt;"                      Source code for <i>IBM Ordering</i> website, December 20, 1996 version (source code for header). [DFNDT0001813-0001815]</p> <p>Footer from <i>IBM Ordering</i> website:                      "                      { <a href="#">IBM home page</a>   <a href="#">Order</a>   <a href="#">Contact IBM</a>   <a href="#">Legal</a> }"</p> <p><i>IBM Ordering</i> website, December 20, 1996 version (footer for <i>IBM Ordering</i> website). [DFNDT0001798]</p> <p>"&lt;HR&gt;                      &amp;#91;                      &lt;A HREF="http://www.ibm.com/"&gt;IBM home page&lt;/A&gt;                        &lt;A HREF="http://www.ibm.com/Orders/"&gt;Order&lt;/A&gt;                        &lt;A HREF="http://www.ibm.com/Assist/"&gt;Contact IBM&lt;/A&gt;                        &lt;A HREF="http://www.ibm.com/Legal/"&gt;Legal&lt;/A&gt;"                      Source code for <i>IBM Ordering</i> website, December 20, 1996 version (source code for footer). [DFNDT0001813-0001815]</p>
1(c)	<p>automatically with the server computer generating and transmitting to the web browser a second web page that includes: (i) information associated with the commerce object associated</p>	<p>See also 3-6, <i>infra</i>.</p> <p>"IBM Direct: Your source for products and services from IBM and our business partners... planetwide." <i>IBM Ordering</i> website, December 20, 1996 version.</p>

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Comparison of the U.S. Patent No. 7,818,399 and IBM Prior Art

Claim No.	Claim Language of U.S. Patent No. 7,818,399	Relevant Disclosure in IBM Prior Art
	<p>with the link that has been activated, and (ii) a plurality of visually perceptible elements derived from the retrieved pre stored data and visually corresponding to the source page.</p>	<p>[DFNDT0001798]</p> <p>"[I]n some countries you can even order online." <i>IBM Ordering</i> website, December 20, 1996 version. [DFNDT0001798]</p> <p>Visually perceptible elements of the <i>IBM Ordering</i> website visually correspond to the <i>Leasing &amp; Financing</i> website.<sup>8</sup> Specifically, both the <i>IBM Ordering</i> website and the <i>Leasing &amp; Financing</i> 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>9</sup> As described below, both website include similar headers and footers.<sup>10</sup></p> <p>Additionally, the header of <i>IBM Ordering</i> website visually correspond to the header of the <i>Leasing &amp; Financing</i> 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.</p> <p>Header from <i>Leasing &amp; Financing</i> website:</p>

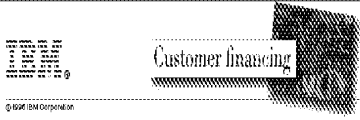
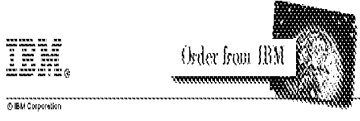
<sup>8</sup> Both the *IBM Ordering* website and the *Leasing & Financing* website used the default colors of the web browser of the visitor computer for text colors. In the web browser that was used to print these pages, the default colors are blue, red and black for unused text links, visited text 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.

<sup>9</sup> Both pages used the default text link colors of the visitor computer; *supra* note 8.

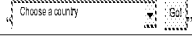
<sup>10</sup> Also see: *IBM PC ThinkPad* website,  
<http://web.archive.org/web/19961219011414/http://www.pc.ibm.com/thinkpad/> (December 19, 1996 version of [www.pc.ibm.com/thinkpad/](http://www.pc.ibm.com/thinkpad/) as archived by the Internet Archive; see note 1)); [DFNDT0001893-0001904]; *End-user 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](http://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](http://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].

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Claim No.	Claim Language of U.S. Patent No. 7,818,399	Relevant Disclosure in IBM Prior Art
		 <p>Header from <i>IBM Ordering</i> website:</p>  <p>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<sup>11</sup> separated by “.”</p> <p>Footer from <i>Leasing &amp; Financing</i> website:  <a href="#">IBM home page</a>   <a href="#">Order</a>   <a href="#">Search</a>   <a href="#">Contact IBM</a>   <a href="#">Help</a>   <a href="#">(C)</a>   <a href="#">(TM)</a></p> <p>Footer from <i>IBM Ordering</i> website:  <a href="#">IBM home page</a>   <a href="#">Order</a>   <a href="#">Contact IBM</a>   <a href="#">Legal</a></p> <p><i>Leasing &amp; Financing</i> website, December 27, 1996 version; [DFNDT0001799-0001801] and <i>IBM Ordering</i> website, December 20, 1996 version. [DFNDT0001798]</p>
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.	<p>Footer from <i>Leasing &amp; Financing</i> website:  <a href="#">IBM home page</a>   <a href="#">Order</a>   <a href="#">Search</a>   <a href="#">Contact IBM</a>   <a href="#">Help</a>   <a href="#">(C)</a>   <a href="#">(TM)</a></p> <p>Footer from <i>IBM Ordering</i> website:</p>

<sup>11</sup> Both pages used the default text link colors of the visitor computer; *supra* note 10.

Claim No.	Claim Language of U.S. Patent No. 7,818,399	Relevant Disclosure in IBM Prior Art
		<p>[ <a href="#">IBM home page</a>   <a href="#">Order</a>   <a href="#">Contact IBM</a>   <a href="#">Legal</a> ]</p> <p><i>Leasing &amp; Financing</i> website, December 27, 1996 version; [DFNDT0001799-0001801] and <i>IBM Ordering</i> website, December 20, 1996 version. [DFNDT0001798]</p> <p>The blue underlined text are navigational links.</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.	<p>For example, the commerce object is a categories list of countries where the computer user can products or services from IBM and its business partners.</p> <p>“Direct ordering any way you prefer...”</p> <p>To buy from IBM in your country, please select from the list below....</p> <p>Planetwide ordering information:</p> 
19	A system useful in an outsource provider serving web pages offering commercial opportunities, the system comprising:	<p>See 1, <i>supra</i>.</p> <p>“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]</p> <p>“[I]n some countries you can even order online.” <i>IBM Ordering</i> website, December 20, 1996 version. [DFNDT0001798]</p>
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	<p>See 1(a)-1(b), <i>supra</i>.</p> <p>An owner of a first web page, IBM Credit Corporation provided a first web page at <a href="http://www.financing.hosting.ibm.com">www.financing.hosting.ibm.com</a>, (i.e., <i>Leasing &amp; Financing</i> website<sup>12</sup>) with a link</p>

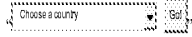
<sup>12</sup> Other examples of IBM web pages that were “first web pages” in relation to the *IBM Ordering* website included: *The IBM Direct Planetwide home page*, <http://web.archive.org/web/19961219004723/http://direct.boulder.ibm.com> (December 19, 1996 version of <http://direct.boulder.ibm.com> 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](http://www.ibm.com/finding) as archived by the Internet Archive. (see note 1)); [DFNDT0001795-0001797]; and

Claim 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;	<p>to a web page of an outsource provider, IBM Corporation at <a href="http://www.ibm.com/Orders">www.ibm.com/Orders</a> (i.e., the <i>IBM Ordering</i> website) offering a buying opportunity of a selected one of a plurality of merchants (i.e., IBM’s business partners).<sup>13</sup></p> <p>“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]</p> <p>“[I]n some countries you can even order online.” <i>IBM Ordering</i> website, December 20, 1996 version. [DFNDT0001798]</p> <p>“Order”  <i>Leasing &amp; Financing</i> web page, December 27, 1996 version (emphasis and link removed)(hyperlink to <a href="http://www.ibm.com/Orders/">http://www.ibm.com/Orders/</a>). [DFNDT0001799-0001801]</p> <p>“&lt;a href=“<a href="http://www.ibm.com/Orders/">http://www.ibm.com/Orders/</a>”&gt;Order&lt;/a&gt;”  Source code for <i>Leasing &amp; Financing</i> website, <a href="http://web.archive.org/web/19961227153901/www.financing.hosting.ibm.com">http://web.archive.org/web/19961227153901/www.financing.hosting.ibm.com</a> (December 27, 1996 version of <a href="http://www.financing.hosting.ibm.com">www.financing.hosting.ibm.com</a> as archived by the Internet Archive.<sup>14</sup>). [DFNDT0001816-0001820]</p> <p>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 <i>Annual Report of IBM Credit Corp.</i> [DFNDT0001879-0001882]</p> <p>For example, the commerce object is a categories list of countries where the computer</p>

*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](http://www.financing.hosting.ibm.com/CFWWINTR.HTM) as archived by the Internet Archive. (see note 1)); [DFNDT0001808-0001812].

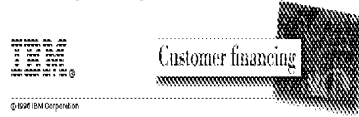
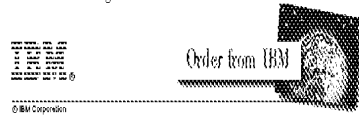
<sup>13</sup> In another example of IBM prior art, the *IBM Ordering* website ([www.ibm.com/Orders/](http://www.ibm.com/Orders/)) [DFNDT0001798] was the “first web page” and *The IBM Direct Planetwide home page*, December 19, 1996 version (<http://direct.boulder.ibm.com/>) [DFNDT0001802-0001807] was the “second web page.”

<sup>14</sup> *Supra* note 1.

Claim No.	Claim Language of U.S. Patent No. 7,818,399	Relevant Disclosure in IBM Prior Art
		<p>user can products or services from IBM and its business partners.</p> <p>“Direct ordering any way you prefer...”</p> <p>To buy from IBM in your country, please select from the list below....</p> <p>Planetwide ordering information:</p>  <p><i>IBM Ordering</i> website, December 20, 1996 version. [DFNDT0001798]</p>
19(b)	(b) a computer server at the outsource provider, which computer server is coupled to the computer store and programmed to: (i) receive from the web browser of a computer user a signal indicating activation of one of the links displayed by one of the first web pages; (ii) automatically identify as the source page the one of the first web pages on which the link has been activated; (iii) in response to identification of the source page, automatically retrieve the stored data corresponding to the source page; and (iv) using the data retrieved, automatically generate and transmit to the web browser a second web page that displays: (A) information associated with the commerce object associated with the link that has been activated, and (B) the plurality of visually perceptible elements visually corresponding to the source page.	<p>See 1(a)-1(c), <i>supra</i>.</p> <p>“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]</p> <p>“[I]n some countries you can even order online.” <i>IBM Ordering</i> website, December 20, 1996 version. [DFNDT0001798]</p> <p>Visually perceptible elements of the <i>IBM Ordering</i> website visually correspond to the <i>Leasing &amp; Financing</i> website.<sup>15</sup> Specifically, both the <i>IBM Ordering</i> website and the <i>Leasing &amp; Financing</i> 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.<sup>16</sup></p> <p>Additionally, the header of <i>IBM Ordering</i> website visually correspond to the header of the <i>Leasing &amp; Financing</i> 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</p>

<sup>15</sup> Both pages used the default text link colors of the visitor computer; *supra* note 8.

<sup>16</sup> *Supra* note 10.

Claim No.	Claim Language of U.S. Patent No. 7,818,399	Relevant Disclosure in IBM Prior Art
		<p>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.</p> <p>Header from <i>Leasing &amp; Financing</i> website:</p>  <p>Header from <i>IBM Ordering</i> website:</p>  <p>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<sup>17</sup> separated by “ ”.</p> <p>Footer from <i>Leasing &amp; Financing</i> website:  <a href="#">  IBM home page   Order   Search   Contact IBM   Help   (C)   (TM)  </a></p> <p>Footer from <i>IBM Ordering</i> website:  <a href="#">  IBM home page   Order   Contact IBM   Legal  </a></p> <p><i>Leasing &amp; Financing</i> website, December 27, 1996 version. [DFNDT0001799-0001801] and <i>IBM Ordering</i> website, December 20, 1996 version. [DFNDT0001798]</p>

<sup>17</sup> Both pages used the default text link colors of the visitor computer; *supra* note 8.

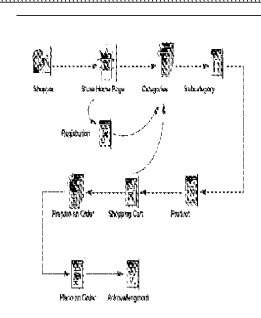
Based upon the Court's claim construction order [DI 309], the claim interpretations Plaintiff appears to be asserting and the alleged applications of those interpretations to one or more products of Defendants' products in Plaintiff's Amended Infringement Contentions served January 23, 2012, the Net.Commerce 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.

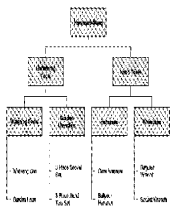
Claim No.	Claim Language of U.S. Patent No. 7,818,399	Relevant Disclosure in Net.Commerce for OS/390 ("Net.Commerce book")
1	1. A method of an outsource provider serving web pages offering commercial opportunities, the method comprising:	<p>"Electronic commerce is one of the answers. One benefit that 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.</p> <p>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.</p> <p>"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.</p> <p>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</p>

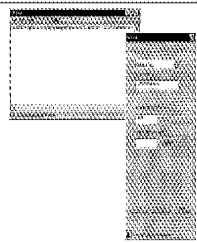
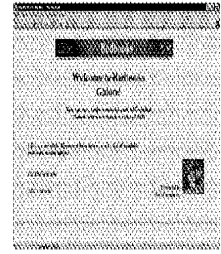
<sup>1</sup> Unless noted, all citations in this chart are to Net.Commerce for OS/390 by Rich Conway, Simon Armiger, Nils Bergquist, Kevin Curley, and Jarmo Lepinen, published by International Business Machines Corporation ("IBM") in July 1998. [DFNT0001082-0001301]

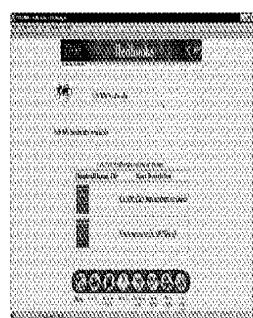
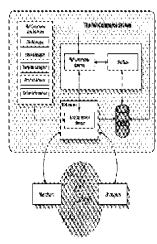
<sup>2</sup> The Net.Commerce book is a user guide and technical manual for the IBM Net.Commerce product for OS/390. The Net.Commerce book provides an "introduction to electronic commerce [in 1998] and the [Net.Commerce] product itself ... [and] also provides examples of Net.Commerce implementations." Pg. vii.

Claim No.	Claim Language of U.S. Patent No. 7,818,399	Relevant Disclosure in Net.Commerce for OS/390 ("Net.Commerce book")
		<p>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.</p> <p>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.</p>
1(a)	automatically at a server of the outsource provider, in response to activation, by a web browser of a computer user, of a link 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;	<p>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).</p> <p>"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.</p>

Claim No.	Claim Language of U.S. Patent No. 7,818,399	Relevant Disclosure in Net.Commerce for OS/390 ("Net.Commerce book")
		 <p>Figure 8. Default Shopping Trip</p> <p>Pg. 24.</p> <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.</p> <p>"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.</p> <p>"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.</p>

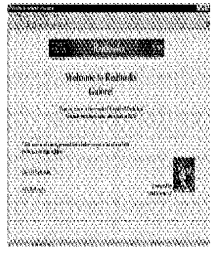
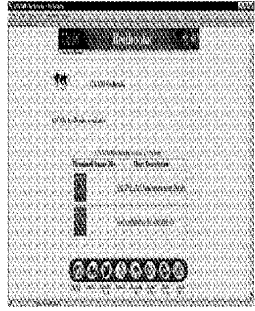
Claim No.	Claim Language of U.S. Patent No. 7,818,399	Relevant Disclosure in Net.Commerce for OS/390 ("Net.Commerce book")
		<p>"If most customers do not need the information you are displaying on the product page, you may even offer a shortcut button on the category page." Pg. 18.</p> <p>"This is the 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.</p> <p>"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.</p> <p>"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.</p>  <p>Pg. 21.</p>

Claim No.	Claim Language of U.S. Patent No. 7,818,399	Relevant Disclosure in Net.Commerce for OS/390 ("Net.Commerce book")
		 <p>Pg. 119.</p> <p>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).</p>  <p>Pg. 121.</p>

Claim No.	Claim Language of U.S. Patent No. 7,818,399	Relevant Disclosure in Net.Commerce for OS/390 ("Net.Commerce book")
		 <p>Pg. 130. Also see pgs. 124-130.</p>  <p>Pg. 3.</p> <p>"For a Net.Commerce project and shopping site, you can certainly choose to</p>

Claim No.	Claim Language of U.S. Patent No. 7,818,399	Relevant Disclosure in Net.Commerce for OS/390 ("Net.Commerce book")
		<p>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.</p> <p>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</p>
1(b)	automatically retrieving from a storage coupled to the server pre stored data associated with the source page; and then	<p>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."</p> <p>"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.</p> <p>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</p> <p>"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.</p> <p>"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:</p> <ul style="list-style-type: none"> <li>· Create and update home pages, product pages, category pages, and Product Advisor pages.</li> </ul>

Claim No.	Claim Language of U.S. Patent No. 7,818,399	Relevant Disclosure in Net.Commerce for OS/390 ("Net.Commerce book")
		<p>Design headers and footers for the pages.</p> <p>Modify the supplied sample category, product, and Product Advisor templates (if you save them with a new file name)." pg. 80.</p> <p>"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.</p> <p>"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.</p> <p>"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.</p> <p>An example of a web page of the first web page and a second web page.</p>

Claim No.	Claim Language of U.S. Patent No. 7,818,399	Relevant Disclosure in Net.Commerce for OS/390 ("Net.Commerce book")
		 <p>Open the ADMIN window from the menu.</p> <p>Pg. 121.</p>  <p>Pg. 130. Also see pgs. 124-130.</p> <p>"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</p>

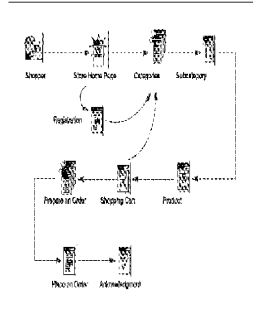
Claim No.	Claim Language of U.S. Patent No. 7,818,399	Relevant Disclosure in Net.Commerce for OS/390 ("Net.Commerce book")
		<p>Categories available in your store. Click the category you wish to assign a template to, then click the Template button at the bottom of the page. Enter the template name in 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.</p> <p>"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.</p> <p>"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</p>

Claim No.	Claim Language of U.S. Patent No. 7,818,399	Relevant Disclosure in Net.Commerce for OS/390 ("Net.Commerce book")
		<p>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:</p> <ul style="list-style-type: none"> <li>· Select Insert, then Link. A Link dialog box will appear.</li> <li>· 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.</li> <li>· 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.</li> <li>· 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.</li> </ul> <p>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.</p> <p>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.</p> <p>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.</p>

Claim 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: (i) information associated with the commerce object associated with the link that has been activated, and (ii) a plurality of visually perceptible elements derived from the retrieved pre stored data and visually corresponding to the source page.	<p>See also 3-6, <i>infra</i>.</p> <p>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).</p> <p>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."</p> <p>"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.</p> <p>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</p> <p>"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.</p> <p>"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:</p> <ul style="list-style-type: none"> <li>Create and update home pages, product pages, category pages, and Product Advisor pages.</li> </ul>

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Claim No.	Claim Language of U.S. Patent No. 7,818,399	Relevant Disclosure in Net.Commerce for OS/390 ("Net.Commerce book")
		<ul style="list-style-type: none"> <li>Design headers and footers for the pages.</li> <li>Modify the supplied sample category, product, and Product Advisor templates (if you save them with a new file name)." pg. 80.</li> </ul> <p>"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.</p>  <p>Figure 8. Default Shopping Trip</p> <p>Pg. 24.</p> <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.</p> <p>"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</p>

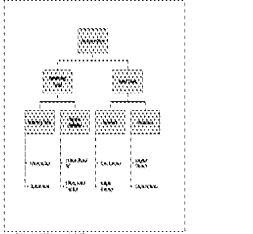
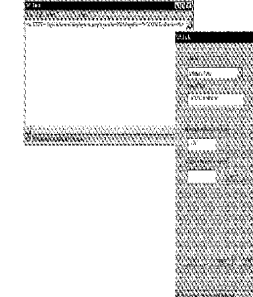
PX01DOCS705925.1

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Claim No.	Claim Language of U.S. Patent No. 7,818,399	Relevant Disclosure in Net.Commerce for OS/390 ("Net.Commerce book")
		<p>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.</p> <p>"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.</p> <p>"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.</p> <p>"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.</p> <p>"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.</p> <p>"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.</p>

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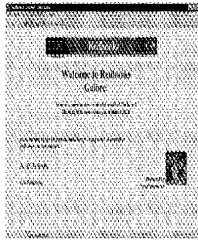
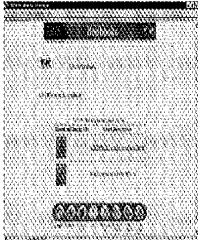
14

Claim No.	Claim Language of U.S. Patent No. 7,818,399	Relevant Disclosure in Net.Commerce for OS/390 ("Net.Commerce book")
		 <p>Pg. 21.</p>  <p>Figure 11. Text Dialog Dialog Box</p> <p>Pg. 119.</p> <p>An example of a first web page and a second web page.</p>

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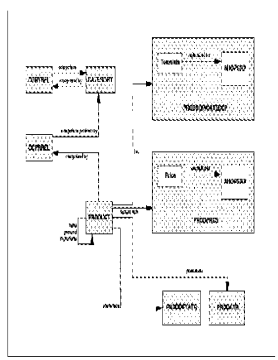
Claim No.	Claim Language of U.S. Patent No. 7,818,399	Relevant Disclosure in Net.Commerce for OS/390 ("Net.Commerce book")
		 <p>Pg. 121.</p>  <p>Pg. 130. Also see pgs. 124-130.          *6.1.13.1 Category Template Assignment          Go to Store Manager, then Product Categories. Select your store, then 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</p>

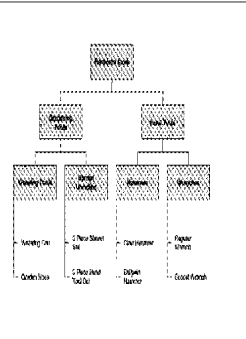
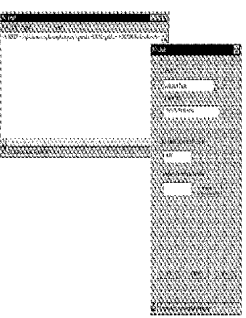
Claim No.	Claim Language of U.S. Patent No. 7,818,399	Relevant Disclosure in Net.Commerce for OS/390 ("Net.Commerce book")
		<p>ensure you get a confirmation message. You can view the Template after you have saved it by clicking the View Template button." Pg. 140.</p> <p>"6.1.13.2 Product Template Assignment          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.</p> <p>"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 <a href="http://www.itsoSHOP.com/rbgalore.html">http://www.itsoSHOP.com/rbgalore.html</a>) 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</p>

Claim No.	Claim Language of U.S. Patent No. 7,818,399	Relevant Disclosure in Net.Commerce for OS/390 ("Net.Commerce book")
		<p>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:</p> <ul style="list-style-type: none"> <li>Select Insert, then Link. A Link dialog box will appear.</li> <li>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.</li> <li>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.</li> <li>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.</li> </ul> <p>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.</p> <p>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.</p> <p>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 <code>httpd.conf</code> 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 <code>http://www.itsoSHOP.com/rbgalore.html</code>." Pgs. 142-4.</p> <p>"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</p>

Claim No.	Claim Language of U.S. Patent No. 7,818,399	Relevant Disclosure in Net.Commerce for OS/390 ("Net.Commerce book")
		<p>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.</p>
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.	<p>"Think about putting specials and sales offerings directly on your home page or in your html page footer." Pg. 18</p> <p>"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</p> <p>"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.</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 navigational links connecting a hierarchical set of additional second web pages, each pertaining to a subset of the offerings in the catalog.	<p>"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</p>

Claim No.	Claim Language of U.S. Patent No. 7,818,399	Relevant Disclosure in Net.Commerce for OS/390 ("Net.Commerce book")
		<p>case milk) will be found by customers who take different paths while browsing through your online store.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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. 12-3</p>

Claim No.	Claim Language of U.S. Patent No. 7,818,399	Relevant Disclosure in Net.Commerce for OS/390 ("Net.Commerce book")
		 <p>Pg. 13.</p> <p>"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.</p> <p>"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.</p>

Claim No.	Claim Language of U.S. Patent No. 7,818,399	Relevant Disclosure in Net.Commerce for OS/390 ("Net.Commerce book")
		 <p>Pg. 21.</p>  <p>Pg. 119.</p>

Claim No.	Claim Language of U.S. Patent No. 7,818,399	Relevant Disclosure in Net.Commerce for OS/390 ("Net.Commerce book")
		<p>"6.1.9.1 Create a Category Template</p> <p>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. Figure 65 shows the Template Designer Category Template os390rbk.d2w that we created for the OS/390 Redbooks category.</p> <p>1 shows a Text Box with a Category Name Database tag. This corresponds to the text dialog box shown in Figure 66 on page 127.</p> <p>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 Figure 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.</p> <p>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</p>
19	A system useful in an outsource provider serving web pages offering commercial opportunities, the system comprising:	<p>See 1, <i>supra</i>.</p> <p>"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.</p> <p>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.</p>

Claim No.	Claim Language of U.S. Patent No. 7,818,399	Relevant Disclosure in Net.Commerce for OS/390 ("Net.Commerce book")
		<p>"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.</p> <p>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.</p> <p>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.</p> <p>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.</p>
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	<p>See 1(a)-1(b), <i>supra</i>.</p> <p>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</p>

Claim No.	Claim Language of U.S. Patent No. 7,818,399	Relevant Disclosure in Net.Commerce for OS/390 ("Net.Commerce book")
	<p>of first web pages; (i) wherein each of the first web pages belongs to one of a plurality of web page owners; (ii) wherein each of the first web pages displays at least one active link associated with a commerce object associated with a buying opportunity of a selected one of a plurality of merchants; and (iii) wherein the selected merchant, the outsourcing provider, and the owner of the first web page displaying the associated link are each third parties with respect to one other;</p>	<p>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).</p> <p>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."</p> <p>"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.</p> <p>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</p> <p>"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.</p> <p>"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:</p> <ul style="list-style-type: none"> <li>· Create and update home pages, product pages, category pages, and Product Advisor pages.</li> <li>· Design headers and footers for the pages.</li> <li>· Modify the supplied sample category, product, and Product Advisor templates (if you save them with a new file name)." pg. 80.</li> </ul>

Claim No.	Claim Language of U.S. Patent No. 7,818,399	Relevant Disclosure in Net.Commerce for OS/390 ("Net.Commerce book")
		<p>"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.</p> <p>Figure 8. Default Shopping Trip (Pg. 24)</p> <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.</p> <p>"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.</p>

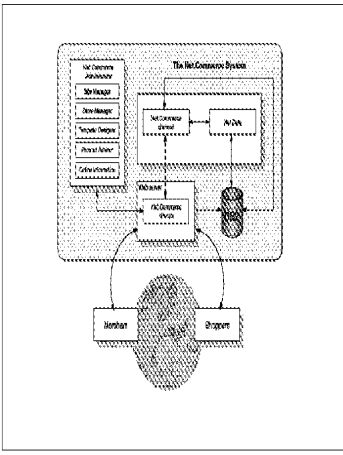
Claim No.	Claim Language of U.S. Patent No. 7,818,399	Relevant Disclosure in Net.Commerce for OS/390 ("Net.Commerce book")
		<p>"Take into account the dynamic nature of the Internet and of Net.Commerce. Think about putting specials and sales offerings directly on your home page or in your html page footer." Pg. 18.</p> <p>"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.</p> <p>"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.</p> <p>"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.</p> <p>"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.</p>

Claim No.	Claim Language of U.S. Patent No. 7,818,399	Relevant Disclosure in Net.Commerce for OS/390 ("Net.Commerce book")
		<p>Figure 7 - STORE MANAGER AND PRODUCT CATEGORIES</p> <p>Pg. 21.</p> <p>Figure 57 - Assigning Template to Category</p> <p>Pg. 119.</p>

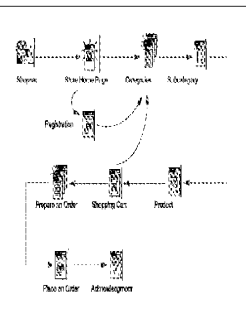
Claim No.	Claim Language of U.S. Patent No. 7,818,399	Relevant Disclosure in Net.Commerce for OS/390 ("Net.Commerce book")
		<p>An example of a first web page and a second web page.</p> <p>Figure 6 - EXAMPLE WELCOME PAGE FOR OS/390</p> <p>Pg. 121.</p> <p>Figure 130 - Also see pgs. 124-130. "6.1.13.1 Category Template Assignment"</p>

Claim No.	Claim Language of U.S. Patent No. 7,818,399	Relevant Disclosure in Net.Commerce for OS/390 ("Net.Commerce book")
		<p>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.</p> <p>"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.</p> <p>"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 <a href="http://www.itsoshop.com/rbgalore.html">http://www.itsoshop.com/rbgalore.html</a>) 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.</p>

Claim No.	Claim Language of U.S. Patent No. 7,818,399	Relevant Disclosure in Net.Commerce for OS/390 ("Net.Commerce book")
		<p>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:</p> <ul style="list-style-type: none"> <li>· Select Insert, then Link. A Link dialog box will appear.</li> <li>· 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.</li> <li>· 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.</li> <li>· 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.</li> </ul> <p>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.</p> <p>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.</p> <p>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 <a href="http://www.itsoshop.com/rbgalore.html">http://www.itsoshop.com/rbgalore.html</a>." Pgs. 142-4.</p>

Claim No.	Claim Language of U.S. Patent No. 7,818,399	Relevant Disclosure in Net.Commerce for OS/390 ("Net.Commerce book")
		 <p>Figure 1: The Net.Commerce System</p> <p>Pg. 3.</p> <p>"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.</p> <p>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</p>

Claim No.	Claim Language of U.S. Patent No. 7,818,399	Relevant Disclosure in Net.Commerce for OS/390 ("Net.Commerce book")
		<p>needed, and testing and updating macros and APIs can be difficult." Pg. 31.</p> <p>19(b) (b) a computer server at the outsource provider, which computer server is coupled to the computer store and programmed to: (i) receive from the web browser of a computer user a signal indicating activation of one of the links displayed by one of the first web pages; (ii) automatically identify as the source page the one of the first web pages on which the link has been activated; (iii) in response to identification of the source page, automatically retrieve the stored data corresponding to the source page; and (iv) using the data retrieved, automatically generate and transmit to the web browser a second web page that displays: (A) information associated with the commerce object associated with the link that has been activated, and (B) the plurality of visually perceptible elements visually corresponding to the source page.</p> <p>See 1(a)-1(c), <i>supra</i>.</p> <p>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).</p> <p>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."</p> <p>"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.</p> <p>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</p> <p>"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.</p> <p>"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</p>

Claim No.	Claim Language of U.S. Patent No. 7,818,399	Relevant Disclosure in Net.Commerce for OS/390 ("Net.Commerce book")
		<p>the following:</p> <ul style="list-style-type: none"> <li>· Create and update home pages, product pages, category pages, and Product Advisor pages.</li> <li>· Design headers and footers for the pages.</li> <li>· Modify the supplied sample category, product, and Product Advisor templates (if you save them with a new file name)." pg. 80.</li> </ul> <p>"2.4.8 Default Shopping Trip</p> <p>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.</p>  <p>Figure 8: Net.Commerce Shopping Process</p> <p>Pg. 24.</p> <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.</p> <p>"When you click on one of the boxes in 4, a text dialog box will appear.</p>

Claim No.	Claim Language of U.S. Patent No. 7,818,399	Relevant Disclosure in Net.Commerce for OS/390 ("Net.Commerce book")
		<p>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.</p> <p>"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.</p> <p>"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.</p> <p>"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.</p> <p>"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.</p> <p>"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.</p>

Claim No.	Claim Language of U.S. Patent No. 7,818,399	Relevant Disclosure in Net.Commerce for OS/390 ("Net.Commerce book")
		<p>Figure 7: A hierarchical tree diagram showing the structure of a Net.Commerce site. The root is "Redbooks.com", which branches into "Home Page" and "Product Info". "Home Page" further branches into "Priority Mail", "Order Tracker", "Home", and "Member". "Product Info" branches into "New Store", "Product", and "Page Manager". Below these are sub-items like "New Store Page", "Product Reference", "Page Manager", "Order Tracker", "Product Reference", and "Product Reference".</p> <p>Pg. 21.</p> <p>Figure 119: A screenshot of a web browser displaying a page with a search bar and a list of items.</p>

Claim No.	Claim Language of U.S. Patent No. 7,818,399	Relevant Disclosure in Net.Commerce for OS/390 ("Net.Commerce book")
		<p>An example of a first web page and a second web page.</p> <p>Figure 121: A screenshot of a web browser displaying a welcome message: "Welcome to Redbooks Galore!".</p> <p>Pg. 121.</p> <p>Figure 130: A screenshot of a web browser displaying a "Category Template Assignment" dialog box.</p> <p>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</p>

Claim No.	Claim Language of U.S. Patent No. 7,818,399	Relevant Disclosure in Net.Commerce for OS/390 ("Net.Commerce book")
		<p>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.</p> <p>"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.</p> <p>"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 Mail 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</p>

Claim No.	Claim Language of U.S. Patent No. 7,818,399	Relevant Disclosure in Net.Commerce for OS/390 ("Net.Commerce book")
		<p>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:</p> <ul style="list-style-type: none"> <li>Select Insert, then Link. A Link dialog box will appear.</li> <li>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.</li> <li>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.</li> <li>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.</li> </ul> <p>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.</p> <p>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.</p> <p>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.</p> <p>"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</p>

Comparison of the U.S. Patent No. 7,818,399 and Net.Commerce for OS/390

Claim No.	Claim Language of U.S. Patent No. 7,818,399	Relevant Disclosure in Net.Commerce for OS/390 ("Net.Commerce book")
		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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Comparison of U.S. Patent No. 7,818,399 and United States Patent Application 09/995,278 by Saliba ("Saliba '278")<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 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 No.	Claim Language of U.S. Patent No. 7,818,399	Relevant Disclosure in United States Patent Application 09/995,278 by Saliba ("Saliba '278")
1	A method of an outsource provider serving web pages offering commercial opportunities, the method comprising:	"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.
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	"Accordingly, when the customer activates the option on the financial institution's home page for viewing the customer-specific data, the financial institution's Web server links to the third party's server to access the customer-specific data without exposing this transfer to the customer." Saliba '278 ¶ 0010.

<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 No.	Claim Language of U.S. Patent No. 7,818,399	Relevant Disclosure in United States Patent Application 09/995,278 by Saliba ("Saliba '278")
	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 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.  "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.

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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 No.	Claim Language of U.S. Patent No. 7,818,399	Relevant Disclosure in United States Patent Application 09/995,278 by Saliba ("Saliba '278")
		FIG. 6 shows a method for implementing the low level of integration between the bank and the service center. The process begins at step 130 when a customer activates the "Billing Statements" option 60 in the bank's home page 50 (FIG. 2). In response to this activation, the bank server 90 addresses the URL (universal resource locator) of the service center Web site 46 (step 132). The bank's server 90 attaches its ID to the URL address (step 134). At the simplest level, the bank only submits its ID, as follows:  SCSite.com?from=Bank1  where "SCSite.com" is the URL for the service center site, the tag "from=bank1" indicates that the customer is being forwarded from bank 1. The service center inserts the appropriate bank's name when presenting the customers 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 guise of the bank's genre (step 146).  Saliba '278 ¶ 0063.

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Claim No.	Claim Language of U.S. Patent No. 7,818,399	Relevant Disclosure in United States Patent Application 09/995,278 by Saliba ("Saliba '278")
1(a)(i)	wherein each of the first web pages belongs to one of a plurality of web page owners;	<p style="text-align: center;"><i>Fig. 1</i></p> <p>FIG. 1 shows an electronic billing system 20 that enables multiple billers to electronically distribute their billing statements to consumers over a network, such as the Internet. The electronic billing system 20 has multiple participating billers 22(1), 22(2), . . . , 22(M), a service center system 24 resident at a third party billing service, multiple participating banks 26(1), 26(2), . . . , 22(N), and multiple bank customers as represented by customers 28(1) and 28(2).</p> <p>Saliba '278 ¶ 0024.</p>

Claim No.	Claim Language of U.S. Patent No. 7,818,399	Relevant Disclosure in United States Patent Application 09/995,278 by Saliba ("Saliba '278")
1(a)(ii)	wherein each of the first web pages displays at least one active link associated with a commerce object associated with a buying opportunity of a selected one of a plurality of merchants; and	<p style="text-align: center;"><i>Fig. 2</i></p> <p>"Upon activating the 'Billing Statements' option 60, the bank's Web server links to the service center's server without exposing this transfer to the customer. The customer still believes that he/she is connected to and communicating with the bank's Web site 44. A new Web page that incorporates the customer's bills is then presented to the customer." Saliba '278 ¶ 0040.</p> <p>At step 148 in FIG. 6, the service center server 110 offers a set of bill management and payment options to the customer. The customer may elect to examine the billing statements</p>

Claim No.	Claim Language of U.S. Patent No. 7,818,399	Relevant Disclosure in United States Patent Application 09/995,278 by Saliba ("Saliba '278")
		<p>in detail by clicking on a particular bill in the list. The server 110 provides a new HTML page showing the billing statement framed within the bank's branding indicia, as shown in FIG. 4. The customer may further elect to pay all of the bill, part of it, or none of it. The customer may challenge part, or enter into a dialog with customer service.</p> <p>Saliba '278 ¶ 0065.</p>
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;	<p style="text-align: center;"><i>Fig. 1</i></p> <p>FIG. 1 shows an electronic billing system 20 that enables multiple billers to electronically distribute their billing statements to consumers over a network, such as the Internet. The</p>

Claim No.	Claim Language of U.S. Patent No. 7,818,399	Relevant Disclosure in United States Patent Application 09/995,278 by Saliba ("Saliba '278")
		<p>electronic billing system 20 has multiple participating billers 22(1), 22(2), . . . , 22(M), a service center system 24 resident at a third party billing service, multiple participating banks 26(1), 26(2), . . . , 22(N), and multiple bank customers as represented by customers 28(1) and 28(2).</p> <p>Saliba '278 ¶ 0024.</p>
1(b)	automatically retrieving from a storage coupled to the server pre stored data associated with the source page; and then	<p>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.</p> <p>Saliba '278 ¶ 0011.</p> <p>"The home page 50 includes various branding indicia, such as the bank's name and logo 52 and the bank's address 54. In addition, the branding indicia might comprise a particular format or stylistic schema, background color or texture, slogans, and so forth." Saliba '278 ¶ 0038.</p> <p>The service center's server 110 runs a branding software module 126, which are stored in program memory 118. The branding module 126 runs atop the operating system 124 during execution in the processing unit 112. The branding module 126 extracts the branding indicia passed from the bank and uses it to create a Web page that appears like the bank's own Web pages. It is noted that the branding module 126 may be integrated as part of the Web server software, rather than executed as a standalone application.</p> <p>Saliba '278 ¶ 0051.</p>



Claim No.	Claim Language of U.S. Patent No. 7,818,399	Relevant Disclosure in United States Patent Application 09/995,278 by Saliba ("Saliba '278")
		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 computer generating and transmitting to the web browser a second web page that includes:	<p>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.</p> <p>Saliba '278 ¶ 0011.</p> <p>"Upon activating the 'Billing Statements' option 60, the bank's Web server links to the service center's server without exposing this transfer to the customer. The customer still believes that he/she is connected to and communicating with the bank's Web site 44. A new Web page that incorporates the customer's bills is then presented to the customer." Saliba '278 ¶ 0040.</p>

Claim No.	Claim Language of U.S. Patent No. 7,818,399	Relevant Disclosure in United States Patent Application 09/995,278 by Saliba ("Saliba '278")
1(c)(i)	(i) information associated with the commerce object associated with the link that has been activated, and	<p>FIG. 3 shows an exemplary new Web page 70, which displays the billing data as it is rendered on a customer's home computer monitor 48. The Web page 70 presents a list 72 of the customer's bills. The page 70 also includes the bank's branding indicia, such as the bank's name and logo 52, bank's address 54, format or stylistic schema, background color or texture, slogans, and so forth. In this manner, the new Web page 70 appears to have been provided by the bank's Web site 44, while the identity of the service center 24 is veiled, to lead the customer to believe that the billing data is provided by the financial institution rather than the service center. At this point, the customer may open any particular bill, review the itemized purchases, the amount due, and due date.</p> <p>Saliba '278 ¶ 0041.</p>

Claim No.	Claim Language of U.S. Patent No. 7,818,399	Relevant Disclosure in United States Patent Application 09/995,278 by Saliba ("Saliba '278")
1(c)(ii)	(ii) a plurality of visually perceptible elements derived from the retrieved pre stored data and visually corresponding to the source page.	<p>FIG. 3 shows an exemplary new Web page 70, which displays the billing data as it is rendered on a customer's home computer monitor 48. The Web page 70 presents a list 72 of the customer's bills. The page 70 also includes the bank's branding indicia, such as the bank's name and logo 52, bank's address 54, format or stylistic schema, background color or texture, slogans, and so forth. In this manner, the new Web page 70 appears to have been provided by the bank's Web site 44, while the identity of the service center 24 is veiled, to lead the customer to believe that the billing data is provided by the financial institution rather than the service center. At this point, the customer may open any particular bill, review the itemized purchases, the amount due, and due date.</p> <p>Saliba '278 ¶ 0041.</p>
3	The method of claim 1 wherein	The billing statement 80 has multiple softkeys or buttons 84 that form tabbed navigation

Claim No.	Claim Language of U.S. Patent No. 7,818,399	Relevant Disclosure in United States Patent Application 09/995,278 by Saliba ("Saliba '278")
	at least one of the plurality of visually perceptible elements includes a set of navigational 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.	<p>FIG. 3 shows an exemplary new Web page 70, which displays the billing data as it is rendered on a customer's home computer monitor 48. The Web page 70 presents a list 72 of the customer's bills. The page 70 also includes the bank's branding indicia, such as the bank's name and logo 52, bank's address 54, format or stylistic schema, background color or texture, slogans, and so forth. In this manner, the new Web page 70 appears to have</p>

Comparison of U.S. Patent No. 7,818,399 and United States Patent Application 09/995,278 by Saliba ("Saliba '278")

Claim No.	Claim Language of U.S. Patent No. 7,818,399	Relevant Disclosure in United States Patent Application 09/995,278 by Saliba ("Saliba '278")
		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 provider serving web pages offering commercial opportunities, the system comprising:	See 1, <i>supra</i> .
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	See 1(a)-1(b), <i>supra</i> .

Comparison of U.S. Patent No. 7,818,399 and United States Patent Application 09/995,278 by Saliba ("Saliba '278")

Claim No.	Claim Language of U.S. Patent No. 7,818,399	Relevant Disclosure in United States Patent Application 09/995,278 by Saliba ("Saliba '278")
	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), <i>supra</i> .

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 No.	Claim Language of U.S. Patent No. 7,818,399	Relevant Disclosure in CIS
1	1. A method of an outsource provider serving web pages offering commercial opportunities, 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.  <i>See, e.g., Charles Bowen &amp; David Peyton, How to Get the Most Out of CompuServe</i> (5th ed. 1993) ("Bowen & Peyton"); Jill H. Ellsworth & Matthew V. Ellsworth, <i>Using CompuServe</i> (1994) ("Ellsworth & Ellsworth").
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;	A CIS server recognizes which DPP dialogs to use for each Mall Store or Travel Service.  In an alternative implementation, an IQUEST server recognizes that a CIS user has requested information. <i>See, e.g., Ellsworth &amp; Ellsworth 316-29 (IQUEST)</i> .
1(a)(i)	wherein each of the first web pages belongs to 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")

Claim No.	Claim Language of U.S. Patent No. 7,818,399	Relevant Disclosure in CIS
		<i>See, e.g., Ellsworth &amp; Ellsworth 316-29 (IQUEST)</i>
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	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  <i>See, e.g., Ellsworth &amp; Ellsworth 316-29 (IQUEST)</i>
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;	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 remote servers using a look and feel specific to CIS. <i>See, e.g., Ellsworth &amp; Ellsworth 316-29 (IQUEST)</i> .
1(b)	automatically retrieving from a storage coupled to the server pre stored data associated with the 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. <i>See, e.g., Ellsworth &amp; Ellsworth 316-29 (IQUEST)</i> .
1(c)	automatically with the server computer generating and transmitting to the web browser a 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 associated with the link that has been activated, and	Flight or product details  For the IQUEST example, commerce object might be a catalog of objects available or an individual product. <i>See, e.g., Ellsworth &amp; Ellsworth 316-29 (IQUEST)</i> .
1(c)(ii)	a plurality of visually perceptible elements derived from the retrieved pre stored data and 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-stored data include a prompt at the bottom of each page that accepts CIS navigation commands and other choices. <i>See, e.g., Ellsworth &amp; Ellsworth 316-29 (IQUEST)</i> .
3	The method of claim 1 wherein at least one of 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

Claim 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.  <i>See, e.g.</i> , [DFDNT_CD_0001].  For the IQUEST example, many links activate dynamic searches of different databases or services. <i>See, e.g.</i> , Ellsworth & Ellsworth 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.  <i>See, e.g.</i> , Ellsworth & Ellsworth (EasySabre), [DFDNT0001429-1529] (p. 9-57) and [DFDNT_CD_0001].
19	A system useful in an outsource provider serving web pages offering commercial opportunities, the system comprising:	<i>See 1, supra.</i>
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	<i>See 1(a)-1(b), supra.</i>

Claim No.	Claim Language of U.S. Patent No. 7,818,399	Relevant Disclosure in CIS
	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.	<i>See 1(a)-1(c), supra.</i>

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 No.	Claim Language of U.S. Patent No. 7,818,399	Indefiniteness under Section 112
1	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; (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;	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.
1(b)	automatically retrieving from a storage coupled to the server pre stored data associated with the 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 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	The phrase "the source page" is indefinite because of a lack of antecedent basis.

Invalidity Contentions for U.S. Patent No. 7,818,399  
35 U.S.C. §112

Claim No.	Claim Language of U.S. Patent No. 7,818,399	Indefiniteness under Section 112
	plurality of visually perceptible elements derived 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.	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, 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	The limitation 19(a) 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 a plurality of first web pages," and "each of the first web pages") with at least one active link.

Claim No.	Claim Language of U.S. Patent No. 7,818,399	Indefiniteness under Section 112
19(b)	other; (b) a computer server at the outsource provider, which computer server is coupled to the computer store and programmed to: (i) receive from the web browser of a computer user a signal indicating activation of one of the links displayed by one of the first web pages; (ii) automatically identify as the source page the one of the first web pages on which the link has been activated; (iii) in response to identification of the source page, automatically retrieve the stored data corresponding to the source page; and (iv) using the data retrieved, automatically generate and transmit to the web browser a second web page that displays: (A) information associated with the commerce object associated with the link that has been activated, and (B) the plurality of visually perceptible elements visually corresponding to the source page.	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."

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 Contentions for an explanation of the reasons for combining Tobin, Saliba, and Fields.

Claim No.	Claim Language of U.S. Patent No. 7,818,399	Relevant Disclosures
1	1. A method of an outsource provider serving web pages offering commercial opportunities, the method comprising:	See Ex. 17C, at 1. See Ex. 31C, at 1. 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. 17C, at 1(a). See Ex. 31C, at 1(a). See Ex. 18C, at 1(a).
1(b)	automatically retrieving from a storage coupled to the server pre stored data associated with the source page; and then	See Ex. 17C, at 1(b). See Ex. 31C, at 1(b). 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). See Ex. 31C, at 1(c).

Comparison of U.S. Patent No. 7,818,399, Tobin, Saliba, and Fields

Claim 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 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 Ex. 18C, at 1(c).  See also 3, <i>infra</i> .
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. 17C, at 3. See Ex. 31C, at 3. 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. 17C, at 7. See Ex. 31C, at 7. See Ex. 18C, at 7.
19	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.  See 1, <i>supra</i> .
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. 17C, at 19(a). See Ex. 31C, at 19(a). See Ex. 18C, at 19(a).  See 1(a)-1(b), <i>supra</i> .

Comparison of U.S. Patent No. 7,818,399, Tobin, Saliba, and Fields

Claim 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, 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 Ex. 17C, at 19(b). See Ex. 31C, at 19(b). See Ex. 18C, at 19(b).  See 1(a)-1(c), <i>supra</i> .

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 No.	Claim Language of U.S. Patent No. 7,818,399	Relevant Disclosures <sup>1</sup>	
		Travelocity/Yahoo! Prior Art	U.S. Patent No. 5,870,717
1	1. A method of an outsource provider serving web pages offering commercial opportunities, the method comprising:	See Revised Ex. 8C, at 1.  DFNDT000388-412. DFNDT000413-422.	See Revised Ex. 6C, at 1.  Wiecha '717, 3:10-28 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 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 Revised Ex. 8C, at 1(a).  DFNDT000388-412 DFNDT000413-422 DFNDT000423-428	See Revised Ex. 6C, at 1(a).  Wiecha '717, 3:10-28 Wiecha '717, 4:64 – 5:3 Wiecha '717, 8:24-53 Wiecha '717, 5:34 – 6:25 Figs. 6-10
	(i) wherein each of the first web pages belongs to one of a plurality of web page owners;	See Revised Ex. 8C, at 1(a)(i)  [DFNDT0000373-387] [DFNDT0000350-372] [DFNDT0000347-349] [DFNDT0000345-346]	See Revised Ex. 6C, at 1(a)(i)  Wiecha '717, 3:10-21 Wiecha '717, 5:34-53 Figs. 7-8

<sup>1</sup> SPECIFIC CITATIONS TO THE RELEVANT DISCLOSURES ARE PROVIDED IN EXHIBITS 08C (TRAVELOCITY) AND 06C ('717 PATENT) TO DEFENDANTS' REVISED INVALIDITY CONTENTIONS

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 <sup>1</sup>	
		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 commerce object associated with a buying opportunity of a selected one of a plurality of merchants; and	See Revised Ex. 8C, at 1(a)(ii)  DFNDT000388-412 DFNDT000423-428 DFNDT000413-422	See Revised Ex. 6C, at 1(a)(ii)  Wiecha '717, 3:10-28 Wiecha '717, 4:64 – 5:3 Wiecha '717, 8:24-53 Figs. 3, 6
	(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 Revised Ex. 8C, at 1(a)(iii)  DFNDT000413-422 DFNDT000388-412 DFNDT000423-428 DFNDT000429-432	See Revised Ex. 6C, at 1(a)(iii)  Wiecha '717, 5:10-28 Figs. 7-8
1(b)	automatically retrieving from a storage coupled to the server pre stored data associated with the source page; and then	See Revised Ex. 8C, at 1(b).  DFNDT000423-428 DFNDT000388-412 DFNDT000429-432 DFNDT000413-422	See Revised Ex. 6C, at 1(b).  Wiecha '717, 3:10-17 Wiecha '717, 8:24-53 Wiecha '717, 5:34 – 6:25 Figs. 7-8
1(c)	automatically with the server computer generating and transmitting to the web browser a second web page that includes:	See Revised Ex. 8C, at 1(c).  DFNDT000388-412 DFNDT000423-428 DFNDT000413-422 DFNDT000429-432  See also 3, <i>infra</i> .	See Revised Ex. 6C, at 1(c).  Wiecha '717, 3:10-28 Wiecha '717, 4:64 – 5:3 Wiecha '717, 8:24-53

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 <sup>1</sup>	
		Travelocity/Yahoo! Prior Art	U.S. Patent No. 5,870,717
			See also 3, <i>infra</i> .
	(i) information associated with the commerce object associated with the link that has been activated, and	See Revised Ex. 8C, at 1(c)(i)  DFNDT000388-412 DFNDT000423-428 DFNDT000413-422 DFNDT000429-432	See Revised Ex. 6C, at 1(c)(i)  Wiecha '717, 3:10-28 Wiecha '717, 4:64 – 5:3 Wiecha '717, 8:24-53
	(ii) a plurality of visually perceptible elements derived from the retrieved pre stored data and visually corresponding to the source page.	See Revised Ex. 8C, at 1(c)(ii)  DFNDT000388-412 DFNDT000413-422 DFNDT000423-428 DFNDT000429-432	See Revised Ex. 6C, at 1(c)(ii)  Wiecha '717, 3:10-28 Wiecha '717, 5:34 – 6:25 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.	See Revised Ex. 8C, at 3.  DFNDT000413-422	See Revised Ex. 6C, at 3.  Wiecha '717, 2:37-46
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 offerings in the catalog.	See Revised Ex. 8C, at 7.  DFNDT000423-428 DFNDT000413-422 DFNDT000388-412	See Revised Ex. 6C, at 7.  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, <i>supra</i> .	See 1, <i>supra</i> .

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 <sup>1</sup>	
		Travelocity/Yahoo! Prior Art	U.S. Patent No. 5,870,717
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), <i>supra</i> .	See 1(a)-1(b), <i>supra</i> .
19(b)	(b) a computer server at the outsource provider, which computer server is coupled to the computer store and programmed to: (i) receive 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	See 1(a)-1(c), <i>supra</i> .	See 1(a)-1(c), <i>supra</i> .

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 <sup>1</sup>	
		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 No.	Claim Language of U.S. Patent No. 7,818,399	Relevant Disclosures
1	A method of an outsource provider serving web pages offering commercial opportunities, the method comprising:	See Ex. 9C, at 1. See Ex. 31C, 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;	See Ex. 9C, at 1(a). See Ex. 31C, at 1(a).
1(a)(i)	wherein each of the first web pages belongs to one of a plurality of web page owners;	See Ex. 9C, at 1(a)(i). See Ex. 31C, at 1(a)(i).
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	See Ex. 9C, at 1(a)(ii). See Ex. 31C, at 1(a)(ii).

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 No.	Claim Language of U.S. Patent No. 7,818,399	Relevant Disclosures
	selected one of a plurality of merchants; and	
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;	See Ex. 9C, at 1(a)(ii). See Ex. 31C, at 1(a)(ii).
1(b)	automatically retrieving from a storage coupled to the server pre stored data associated with the source page; and then	See Ex. 9C, at 1(b). See Ex. 31C, at 1(b).
1(c)	automatically with the server computer generating and transmitting to the web browser a second web page that includes:	See Ex. 9C, at 1(c). See Ex. 31C, at 1(c).
1(c)(i)	(i) information associated with the commerce object associated with the link that has been activated, and	See Ex. 9C, at 1(c)(i). See Ex. 31C, at 1(c)(i).
1(c)(ii)	(ii) a plurality of visually perceptible elements derived from the retrieved pre stored data and visually corresponding to the source page.	See Ex. 9C, at 1(c)(ii). See Ex. 31C, at 1(c)(ii).
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. See Ex. 31C, at 3.
7	The method of claim 1 wherein the commerce object associated	See Ex. 9C, at 7. 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 No.	Claim Language of U.S. 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 provider serving web pages offering commercial opportunities, the system comprising:	See 1, <i>supra</i> .
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), <i>supra</i> .

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 No.	Claim Language of U.S. Patent No. 7,818,399	Relevant Disclosures
	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	See 1(a)-1(c), <i>supra</i> .

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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")

Claim No.	Claim Language of U.S. Patent No. 7,818,399	Relevant Disclosures
	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 No.	Claim Language of U.S. Patent No. 7,818,399	Relevant Disclosures
1	1. A method of an outsource provider serving web pages offering commercial opportunities, the method comprising:	See Ex. 9C, at 1. 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; (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. 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). See Ex. 6C, at 1(b).

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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 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 from the retrieved pre stored data and visually corresponding to the source page.	See Ex. 9C, at 1(c). See Ex. 6C, at 1(c).  See also 3-6, <i>infra</i> .
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. 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. See Ex. 6C, at 7.
19	A system useful in an outsource provider serving web pages offering commercial opportunities, the system comprising:	See 1, <i>supra</i> .
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	See 1(a)-1(b), <i>supra</i> .

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Comparison of 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 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), <i>supra</i> .

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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 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 No.	Claim Language of U.S. Patent No. 7,818,399	Relevant Disclosures
1	A method of an outsource provider serving web pages offering commercial opportunities, the method comprising:	See Ex. 1C, at 1. See Ex. 31C, 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;	See Ex. 1C, at 1(a). See Ex. 31C, at 1(a).
1(a)(i)	wherein each of the first web pages belongs to one of a plurality of web page owners;	See Ex. 1C, at 1(a)(i). See Ex. 31C, at 1(a)(i).
1(a)(ii)	wherein each of the first web pages displays at least one active link associated with a commerce object associated	See Ex. 1C, at 1(a)(ii). 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 No.	Claim Language of U.S. Patent No. 7,818,399	Relevant Disclosures
	with a buying opportunity of a selected one of a plurality of merchants; and	
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;	See Ex. 1C, at 1(a)(iii). See Ex. 31C, at 1(a)(iii).
1(b)	automatically retrieving from a storage coupled to the server pre stored data associated with the source page; and then	See Ex. 1C, at 1(b). See Ex. 31C, at 1(b).
1(c)	automatically with the server computer generating and transmitting to the web browser a second web page that includes:	See Ex. 1C, at 1(c). See Ex. 31C, at 1(c).
1(c)(i)	(i) information associated with the commerce object associated with the link that has been activated, and	See Ex. 1C, at 1(c)(i). See Ex. 31C, at 1(c)(i).
1(c)(ii)	(ii) a plurality of visually perceptible elements derived from the retrieved pre stored data and visually corresponding to the source page.	See Ex. 1C, at 1(c)(ii). See Ex. 31C, at 1(c)(ii).
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. 1C, at 3. See Ex. 31C, at 3.
7	The method of claim 1 wherein	See Ex. 1C, at 7.

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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 No.	Claim Language of U.S. Patent No. 7,818,399	Relevant Disclosures
	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. 31C, at 7.
19	A system useful in an outsource provider serving web pages offering commercial opportunities, the system comprising:	See 1, <i>supra</i> .
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	See 1(a)-1(b), <i>supra</i> .

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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 No.	Claim Language of U.S. Patent No. 7,818,399	Relevant Disclosures
	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	See 1(a)-1(c), <i>supra</i> .

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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 No.	Claim Language of U.S. Patent No. 7,818,399	Relevant Disclosures
	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 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 No.	Claim Language of U.S. Patent No. 7,818,399	Relevant Disclosures
1	1. A method of an outsource provider serving web pages offering commercial opportunities, the method comprising:	See Ex. 24C, at 1. See Ex. 31C, at 1. 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). See Ex. 31C, at 1(a). See Ex. 18C, at 1(a).
1(b)	automatically retrieving from a storage coupled to the server pre stored data associated with the source page; and then	See Ex. 24C, at 1(b). See Ex. 31C, at 1(b). See Ex. 18C, at 1(b).
1(c)	automatically with the server computer generating and transmitting to the web browser a second web page that includes: (i) information	See Ex. 24C, at 1(c). See Ex. 18C, at 1(c). See Ex. 18C, at 1(b).

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Comparison of U.S. Patent No. 7,818,399, Sextoy, Saliba, and Fields

Claim 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, <i>infra</i> .
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. 24C, at 3. See Ex. 31C, at 3. 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. See Ex. 31C, at 7. 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.
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 1, <i>supra</i> . See Ex. 24C, at 19(a). See Ex. 31C, at 19(a). See Ex. 18C, at 19(a).  See 1(a)-1(b), <i>supra</i> .

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Comparison of U.S. Patent No. 7,818,399, Sextoy, Saliba, and Fields

Claim 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, 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 Ex. 24C, at 19(b). See Ex. 31C, at 19(b). See Ex. 18C, at 19(b).  See 1(a)-1(c), <i>supra</i> .

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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 No.	Claim Language of U.S. Patent No. 7,818,399	Relevant Disclosures
1	1. A method of an outsource provider serving web pages offering commercial opportunities, the method comprising:	See Ex. 27C, at 1. See Ex. 31C, at 1. 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; (j) 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). See Ex. 31C, at 1(a). See Ex. 18C, at 1(a).
1(b)	automatically retrieving from a storage coupled to the server pre stored data associated with the source page; and then	See Ex. 27C, at 1(b). See Ex. 31C, at 1(b). See Ex. 18C, at 1(b).
1(c)	automatically with the server computer generating and transmitting to the web browser a second web page that includes: (j) information associated with the commerce object associated	See Ex. 27C, at 1(c). See Ex. 31C, at 1(c). See Ex. 18C, at 1(c).

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Comparison of U.S. Patent No. 7,818,399, IBM, Saliba, and Fields

Claim 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, <i>infra</i> .
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. 27C, at 3. See Ex. 31C, at 3. 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. See Ex. 31C, at 7. 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, <i>supra</i> .
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 1(a)-1(b), <i>supra</i> .

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Comparison of U.S. Patent No. 7,818,399, IBM, Saliba, and Fields

Claim No.	Claim Language of U.S. Patent No. 7,818,399	Relevant Disclosures
	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 Ex. 27C, at 19(b). See Ex. 31C, at 19(b). See Ex. 18C, at 19(b).  See 1(a)-1(c), <i>supra</i> .

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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 No.	Claim Language of U.S. Patent No. 7,818,399	Relevant Disclosures
1	1. A method of an outsource provider serving web pages offering commercial opportunities, the method comprising:	<p>"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." <i>ShopSite Review [DFNDT0004668, 004679].</i></p> <p>"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." <i>ShopSite Review [DFNDT0004668, 004679].</i></p>
1(a)	automatically at a server of the outsource provider, in response to activation, by a web browser of a computer user, of a link displayed by one of a plurality of first web pages,	"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." <i>ShopSite Review [DFNDT0004668, 004680].</i>

<sup>1</sup> 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.wilsonweb.com/wct1/> (Feb. 7, 1998 version of 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/19980626085558/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.wilsonweb.com/wct1/issue2.htm as archived by the Internet Archive (See note 2) [DFNDT0004676-004678] (collectively hereinafter, "ShopSite Review").

<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]

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Comparison of U.S. Patent No. 7,818,399 and ShopSite Prior Art

Claim 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;	<p>"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 &lt;P&gt; and &lt;BR&gt; to put breaks between lines." <i>ShopSite Review [DFNDT0004668, 004680].</i></p> <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." <i>ShopSite Review [DFNDT0004668, 004681].</i></p> <p>"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." <i>ShopSite Review [DFNDT0004668, 004680].</i></p> <p>"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." <i>ShopSite Review [DFNDT0004668, 004679].</i></p> <p>"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</p>

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Comparison of U.S. Patent No. 7,818,399 and ShopSite Prior Art

Claim No.	Claim Language of U.S. Patent No. 7,818,399	Relevant Disclosures
		<p>a name. Optional information can include SKU, price, graphic, description, size or color options, a "more information" screen, etc." <i>ShopSite Review [DFNDT0004668, 004679].</i></p> <p>"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)." <i>ShopSite Review [DFNDT0004668, 004680].</i></p> <p>"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 &lt;P&gt; and &lt;BR&gt; to put breaks between lines." <i>ShopSite Review [DFNDT0004668, 004680].</i></p> <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 is 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>
1(b)	automatically retrieving from a storage coupled to the server pre-stored data associated with the source page; and then	<p>"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." <i>ShopSite Review [DFNDT0004668, 004680].</i></p> <p>"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</p>

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Comparison of U.S. Patent No. 7,818,399 and ShopSite Prior Art

Claim No.	Claim Language of U.S. Patent No. 7,818,399	Relevant Disclosures
		<p>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 &lt;P&gt; and &lt;BR&gt; to put breaks between lines." <i>ShopSite Review [DFNDT0004668, 004680].</i></p> <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." <i>ShopSite Review [DFNDT0004668, 004681].</i></p> <p>"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." <i>ShopSite Review [DFNDT0004668, 004680].</i></p> <p>"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." <i>ShopSite Review [DFNDT0004668, 004679].</i></p> <p>"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." <i>ShopSite Review [DFNDT0004668,</i></p>

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Claim No.	Claim Language of U.S. Patent No. 7,818,399	Relevant Disclosures
		<p>004679].</p> <p>"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)." <i>ShopSite Review [DFNDT0004668, 004680].</i></p> <p>"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 &lt;P&gt; and &lt;BR&gt; to put breaks between lines." <i>ShopSite Review [DFNDT0004668, 004680].</i></p>
1(c)	<p>automatically with the server computer generating and transmitting to the web browser a second web page that includes: (i) information associated with the commerce object associated with the link that has been activated, and (ii) a plurality of visually perceptible elements derived from the retrieved pre-stored data and visually corresponding to the source page.</p>	<p>"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." <i>ShopSite Review [DFNDT0004668, 004680].</i></p> <p>"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 &lt;P&gt; and &lt;BR&gt; to put breaks between lines." <i>ShopSite Review [DFNDT0004668, 004680].</i></p> <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</p>

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Claim No.	Claim Language of U.S. Patent No. 7,818,399	Relevant Disclosures
		<p>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." <i>ShopSite Review [DFNDT0004668, 004681].</i></p> <p>"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." <i>ShopSite Review [DFNDT0004668, 004680].</i></p> <p>"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." <i>ShopSite Review [DFNDT0004668, 004679].</i></p> <p>"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." <i>ShopSite Review [DFNDT0004668, 004679].</i></p> <p>"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)." <i>ShopSite Review [DFNDT0004668, 004680].</i></p>

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Claim No.	Claim Language of U.S. Patent No. 7,818,399	Relevant Disclosures
		<p>"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 &lt;P&gt; and &lt;BR&gt; to put breaks between lines." <i>ShopSite Review [DFNDT0004668, 004680].</i></p> <p><i>See also 3, infra.</i></p>
3	<p>The method of claim 1 wherein at least one of the plurality of visually perceptible elements includes a set of navigational links on the source page.</p>	<p>"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." <i>ShopSite Review [DFNDT0004668, 004680].</i></p> <p>"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 &lt;P&gt; and &lt;BR&gt; to put breaks between lines." <i>ShopSite Review [DFNDT0004668, 004680].</i></p>
7	<p>The method of claim 1 wherein the commerce object associated with the link that has been activated comprises information defining an electronic catalog having a multitude of merchant offerings, and wherein the second web page contains one or more selectable navigation links connecting a hierarchical set of additional second web pages, each pertaining to a subset of the offerings in the catalog.</p>	<p>"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." <i>ShopSite Review [DFNDT0004668, 004680].</i></p> <p>"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</p>

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Claim No.	Claim Language of U.S. Patent No. 7,818,399	Relevant Disclosures
		<p>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)." <i>ShopSite Review [DFNDT0004668, 004680].</i></p> <p>"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 &lt;P&gt; and &lt;BR&gt; to put breaks between lines." <i>ShopSite Review [DFNDT0004668, 004680].</i></p>
19	<p>A system useful in an outsource provider serving web pages offering commercial opportunities, the system comprising:</p>	<p>"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." <i>ShopSite Review [DFNDT0004668, 004679].</i></p> <p>"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." <i>ShopSite Review [DFNDT0004668, 004679].</i></p> <p><i>See 1, supra.</i></p>
19(a)	<p>(a) a computer store containing data, for each of a plurality of first web pages, defining a plurality of visually perceptible elements, which visually perceptible elements correspond to the plurality of first web pages; (i) wherein each of the first web pages belongs to one of a plurality of web</p>	<p>"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." <i>ShopSite Review [DFNDT0004668, 004680].</i></p> <p>"Next, you can create a "laptop computer" page and place products on this page in any</p>

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Claim 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;	<p>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 &lt;P&gt; and &lt;BR&gt; to put breaks between lines." <i>ShopSite Review [DFNDT0004668, 004680].</i></p> <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." <i>ShopSite Review [DFNDT0004668, 004681].</i></p> <p>"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." <i>ShopSite Review [DFNDT0004668, 004680].</i></p> <p>"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. Central's ShopSite Manger 3.1 meets both of these criteria rather well." <i>ShopSite Review [DFNDT0004668, 004679].</i></p> <p>"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." <i>ShopSite Review [DFNDT0004668,</i></p>

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Claim No.	Claim Language of U.S. Patent No. 7,818,399	Relevant Disclosures
		<p>004679].</p> <p>"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)." <i>ShopSite Review [DFNDT0004668, 004680].</i></p> <p>"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 &lt;P&gt; and &lt;BR&gt; to put breaks between lines." <i>ShopSite Review [DFNDT0004668, 004680].</i></p> <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.</p> <p>See 1(a)-(b), <i>supra</i>.</p>
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	<p>"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." <i>ShopSite Review [DFNDT0004668, 004680].</i></p> <p>"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</p>

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Claim No.	Claim Language of U.S. Patent No. 7,818,399	Relevant Disclosures
	activated; (iii) in response to identification of the source page, automatically retrieve the stored data corresponding to the source page; and (iv) using the data retrieved, automatically generate and transmit to the web browser a second web page that displays: (A) information associated with the commerce object associated with the link that has been activated, and (B) the plurality of visually perceptible elements visually corresponding to the source page.	<p>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 &lt;P&gt; and &lt;BR&gt; to put breaks between lines." <i>ShopSite Review [DFNDT0004668, 004680].</i></p> <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." <i>ShopSite Review [DFNDT0004668, 004681].</i></p> <p>"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." <i>ShopSite Review [DFNDT0004668, 004680].</i></p> <p>"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. Central's ShopSite Manger 3.1 meets both of these criteria rather well." <i>ShopSite Review [DFNDT0004668, 004679].</i></p> <p>"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." <i>ShopSite Review [DFNDT0004668,</i></p>

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Claim No.	Claim Language of U.S. Patent No. 7,818,399	Relevant Disclosures
		<p>"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)." <i>ShopSite Review [DFNDT0004668, 004680].</i></p> <p>"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 &lt;P&gt; and &lt;BR&gt; to put breaks between lines." <i>ShopSite Review [DFNDT0004668, 004680].</i></p> <p>See 1(a)-(c), <i>supra</i>.</p>

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Comparison of U.S. Patent No. 7,818,399 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 No.	Claim Language of U.S. Patent No. 7,818,399	ViaWeb Prior Art Relevant Disclosures
1	A method of an outsource provider serving web pages offering commercial opportunities, the method comprising:	<p>"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." <i>ViaWeb How It Works</i>, <a href="http://web.archive.org/web/19970606144928/http://www.viaweb.com/vw/howitwor.htm">http://web.archive.org/web/19970606144928/http://www.viaweb.com/vw/howitwor.htm</a> (June 6, 1997 version of <a href="http://www.viaweb.com/vw/howitwor.htm">www.viaweb.com/vw/howitwor.htm</a> as archived by the Internet Archive.) (hereinafter, "<i>ViaWeb How It Works</i>"). [DFNDT0005151-4]</p> <p>"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." <i>ViaWeb How It Works</i>. [DFNDT0005151-4]</p> <p>"Using an ordinary web browser, a merchant can log into Viaweb's site (<a href="http://www.viaweb.com">www.viaweb.com</a>) 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</p>

<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/faq.php>. [DFNDT0001590-1633]

Comparison of U.S. Patent No. 7,818,399 and ViaWeb Prior Art

Claim No.	Claim Language of U.S. Patent No. 7,818,399	ViaWeb Prior Art Relevant Disclosures
		<p>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." <i>ViaWeb Store 3.0 Release</i>, <a href="http://web.archive.org/web/19970606145128/http://www.viaweb.com/vw/viaw30isrel.html">http://web.archive.org/web/19970606145128/http://www.viaweb.com/vw/viaw30isrel.html</a> (June 6, 1997 version of <a href="http://www.viaweb.com/vw/viaw30isrel.html">http://www.viaweb.com/vw/viaw30isrel.html</a> as archived by the Internet Archive.) (hereinafter, "<i>3.0 Release</i>"). [DFNDT0005257-8]</p> <p>"Paul Graham of ViaWeb sells custom Internet stores in his ViaMall site." Paul Edwards, Sarah Edwards, and Linda Rohrbough, <i>Making Money in Cyberspace</i>, September 9, 1998, Jeremy P. Tarcher/Putnam (hereinafter "<i>Making Money</i>") [DFNDT0004356-004648].</p> <p>"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." <i>CyberStoreFronts for Rookies</i>, <i>Business Week</i>, June 9, 1997, <a href="http://web.archive.org/web/20081012015004/http://www">http://web.archive.org/web/20081012015004/http://www</a>.</p>

<sup>2</sup> See note 1.

<sup>3</sup> See note 1.

Comparison of U.S. Patent No. 7,818,399 and ViaWeb Prior Art

Claim No.	Claim Language of U.S. Patent No. 7,818,399	ViaWeb Prior Art Relevant Disclosures
		<p><a href="http://businessweek.com/1997/23/b353054.htm">businessweek.com/1997/23/b353054.htm</a> (November 15, 1996 version of <a href="http://www.businessweek.com/1997/23/b353054.htm">http://www.businessweek.com/1997/23/b353054.htm</a> as archived by the Internet Archive.) (hereinafter, "<i>CyberStoreFronts for Rookies</i>"). [DFNDT0005069-70]</p> <p>"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." <i>Making Money</i>. [DFNDT0004436]</p> <p>"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." <i>Making Money</i>. [DFNDT0004436]</p> <p>"Some enterprising entrepreneurs have turned their computer expertise into a way to provide "turnkey" business sites. "Cybermall," 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." <i>Making Money</i>. [DFNDT0004484-5]</p>

Comparison of U.S. Patent No. 7,818,399 and ViaWeb Prior Art

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		<p>"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." <i>Making Money</i>. [DFNDT0004485]</p> <p>"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-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." <i>Making Money</i>. [DFNDT0004485-6]</p> <p>"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</p>

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		<p>credit card information, confirming the orders with customers, and filling the orders, just as they would if they were running a mail-order business.</p> <p>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." <i>Making Money</i>. [DFNDT0004486]</p> <p>"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 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." <i>Making Money</i>. [DFNDT0004486]</p> <p>"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." <i>Making Money</i>. [DFNDT0004486-7]</p> <p><i>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</i></p>

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		<p>examples of host websites/webpages and outsource websites/webpages.</p>
1(a)	<p>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;</p>	<p>"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." <i>Making Money</i>. [DFNDT0004437]</p> <p>"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.</p> <p>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." <i>ViaWeb Features</i>. [DFNDT0005148-50]</p> <p>"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.</p> <p>To get an idea of the flexibility of ViaWeb, look at sites like Frederick's of Hollywood and Rolling Stone.</p> <p>The ViaWeb and Viamall sites were both created entirely with ViaWeb." <i>ViaWeb How It Works</i>. [DFNDT0005151-4]</p> <p>"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"</p>

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		<p>images for use in section pages. You only need to upload one version of each image, and ViaWeb makes the rest.</p> <p>I have a database of all my inventory. Can I build my store from it?</p> <p>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).</p> <p>See our online documentation for details of how to generate your site from a database." <i>ViaWeb How It Works</i>. [DFNDT0005151-4]</p> <p>"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." <i>3.0 Release</i>. [DFNDT0005257-8]</p> <p>"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.</p> <p>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." <i>ViaWeb Resellers</i>. [DFNDT0005263-4]</p> <p>"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." <i>RTML Overview</i>. [DFNDT0005265]</p>

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		<p>"We already have a web site. Can we put just the commerce part on your server?"</p> <p>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." <i>ViaWeb How It Works</i>. [DFNDT0005151-4]</p> <p>"ViaWeb Store is a combination of an authoring tool and a hosting service:</p> <ul style="list-style-type: none"> <li>You build your store on our server, using an easy point and click interface.</li> <li>There is no software to install: all you need is an ordinary browser.</li> </ul> <p>...</p> <p>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." <i>ViaWeb How It Works</i>. [DFNDT0005151-4]</p> <p>"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.</p> <p>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." <i>3.0 Release</i>. [DFNDT0005257-8]</p> <p>"Paul Graham of ViaWeb sells custom Internet stores in his ViaMall site." Paul Edwards, Sarah Edwards, and Linda Rohrbough, <i>Making Money</i>. [DFNDT0004356-004648].</p> <p>"Prospective Net retailers can contact ViaWeb and its competitors, including</p>

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		<p>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." <i>CyberStoreFronts for Rookies</i>. [DFNDT0005069-70]</p> <p>"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." <i>Making Money</i>. [DFNDT0004436]</p> <p>"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." <i>Making Money</i>. [DFNDT0004436]</p> <p>"Some enterprising entrepreneurs have turned their computer expertise into a way to provide "turnkey" business sites. "Cybermails,"</p>

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Claim No.	Claim Language of U.S. Patent No. 7,818,399	ViaWeb Prior Art Relevant Disclosures
		<p>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." <i>Making Money</i>. [DFNDT0004484-5]</p> <p>"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." <i>Making Money</i>. [DFNDT0004485]</p> <p>"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</p>

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		<p>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." <i>Making Money</i>. [DFNDT0004485-6]</p> <p>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.</p>
1(b)	<p>automatically retrieving from a storage coupled to the server pre stored data associated with the source page; and then</p>	<p>"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." <i>Making Money</i>. [DFNDT0004437]</p> <p>"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." <i>ViaWeb Features</i>. [DFNDT0005148-50]</p> <p>"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.</p>

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		<p>The Viaweb and Viamall sites were both created entirely with Viaweb." <i>ViaWeb How It Works</i>. [DFNDT0005151-4]</p> <p>"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." <i>ViaWeb How It Works</i>. [DFNDT0005151-4]</p> <p>"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." <i>3.0 Release</i>. [DFNDT0005257-8]</p> <p>"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." <i>ViaWeb Resellers</i>. [DFNDT0005263-4]</p>

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		<p>"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." <i>RTML Overview</i>. [DFNDT0005265]</p> <p>"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." <i>ViaWeb How It Works</i>. [DFNDT0005151-4]</p> <p>"Viaweb Store is a combination of an authoring tool and a hosting service:</p> <ul style="list-style-type: none"> <li>You build your store on our server, using an easy point and click interface.</li> <li>There is no software to install: all you need is an ordinary browser.</li> </ul> <p>...</p> <p>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." <i>ViaWeb How It Works</i>. [DFNDT0005151-4]</p> <p>"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</p>

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		<p>listed on Viamall, now one of the busiest Web malls, with over 2.3 million page views per month." <i>3.0 Release</i>. [DFNDT0005257-8]</p> <p>"Paul Graham of ViaWeb sells custom Internet stores in his ViaMail site." Paul Edwards, Sarah Edwards, and Linda Rohrbough, <i>Making Money</i>. [DFNDT0004356-004648].</p> <p>"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." <i>CyberStoreFronts for Rookies</i>. [DFNDT0005069-70]</p> <p>"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." <i>Making Money</i>. [DFNDT0004436]</p> <p>"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</p>

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		<p>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 license 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." <i>Making Money</i>. [DFNDT0004436]</p> <p>"Some enterprising entrepreneurs have turned their computer expertise into a way to provide "turnkey" business sites. "Cybermall," 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." <i>Making Money</i>. [DFNDT0004484-5]</p> <p>"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." <i>Making Money</i>. [DFNDT0004485]</p> <p>"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</p>

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		<p>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-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." <i>Making Money</i>. [DFNDT0004485-6]</p> <p><i>Also see DFNDT0005052, 5055-5059, 5071-5080, 51111-5117, 5120-5122, 5141-5147, 5156-5167, 5206-5206, and 5206-5207 for more information about ViaWeb, and examples of host websites/webpages and outsource websites/webpages.</i></p>
1(c)	<p>automatically with the server computer generating and transmitting to the web browser a second web page that includes: (i) information associated with the commerce object associated with the link that has been activated, and (ii) a plurality of visually perceptible elements derived from the retrieved pre stored data and visually corresponding to the source page.</p>	<p>"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." <i>Making Money</i>. [DFNDT0004437]</p> <p>"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." <i>ViaWeb Features</i>. [DFNDT0005148-50]</p>

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		<p>"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." <i>ViaWeb How It Works.</i> [DFNDT0005151-4]</p> <p>"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." <i>ViaWeb How It Works.</i> [DFNDT0005151-4]</p> <p>"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." <i>3.0 Release.</i> [DFNDT0005257-8]</p> <p>"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</p>

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Claim No.	Claim Language of U.S. Patent No. 7,818,399	ViaWeb Prior Art Relevant Disclosures
		<p>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." <i>ViaWeb Resellers.</i> [DFNDT0005263-4]</p> <p>"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." <i>RTML Overview.</i> [DFNDT0005265]</p> <p>"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." <i>ViaWeb How It Works.</i> [DFNDT0005151-4]</p> <p>"Viaweb Store is a combination of an authoring tool and a hosting service:  <ul style="list-style-type: none"> <li>You build your store on our server, using an easy point and click interface.</li> <li>There is no software to install: all you need is an ordinary browser.</li> </ul>         ...          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." <i>ViaWeb How It Works.</i> [DFNDT0005151-4]</p>

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Claim No.	Claim Language of U.S. Patent No. 7,818,399	ViaWeb Prior Art Relevant Disclosures
		<p>"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." <i>3.0 Release.</i> [DFNDT0005257-8]</p> <p>"Paul Graham of ViaWeb sells custom Internet stores in his ViaMall site." Paul Edwards, Sarah Edwards, and Linda Rohrbough, <i>Making Money.</i> [DFNDT0004356-004648].</p> <p>"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." <i>CyberStoreFronts for Rookies.</i> [DFNDT0005069-70]</p> <p>"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</p>

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Claim No.	Claim Language of U.S. Patent No. 7,818,399	ViaWeb Prior Art Relevant Disclosures
		<p>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." <i>Making Money.</i> [DFNDT0004436]</p> <p>"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." <i>Making Money.</i> [DFNDT0004436]</p> <p>"Some enterprising entrepreneurs have turned their computer expertise into a way to provide "turnkey" business sites. "Cyberballs," 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." <i>Making Money.</i> [DFNDT0004484-5]</p> <p>"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</p>

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		<p>had to do it," Paul said." <i>Making Money</i>. [DFNDT0004485]</p> <p>"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: ViaMail, an Internet mall where cybercitizens can shop, and ViaWeb, the interactive engine that allows merchants to build their ViaMail 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, ViaMail 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." <i>Making Money</i>. [DFNDT0004485-6]</p> <p><i>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.</i></p>
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.	<p>"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</p>

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		<p>it's essentially a no-risk proposition to them." <i>Making Money</i>. [DFNDT0004437]</p> <p>"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." <i>Making Money</i>. [DFNDT0004437]</p> <p>"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." <i>ViaWeb Features</i>. [DFNDT0005148-50]</p> <p>"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 ViaMail sites were both created entirely with ViaWeb." <i>ViaWeb How It Works</i>. [DFNDT0005151-4]</p> <p>"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</p>

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		<p>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." <i>ViaWeb How It Works</i>. [DFNDT0005151-4]</p> <p>"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." <i>3.0 Release</i>. [DFNDT0005257-8]</p> <p>"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." <i>ViaWeb Resellers</i>. [DFNDT0005263-4]</p> <p>"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." <i>RTML Overview</i>. [DFNDT0005265]</p> <p><i>Also see DFNDT0005052, 5055-5059, 5071-5080, 51111-5117, 5120-5122, 5141-5147,</i></p>

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Claim No.	Claim Language of U.S. Patent No. 7,818,399	ViaWeb Prior Art Relevant Disclosures
		<p>5156-5167, 5206-5256, and 5206-5207 for more information about ViaWeb, and examples of host websites/webpages and outsource websites/webpages.</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.	<p>"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." <i>Making Money</i>. [DFNDT0004437]</p> <p>"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." <i>Making Money</i>. [DFNDT0004437]</p> <p>"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." <i>ViaWeb Features</i>. [DFNDT0005148-50]</p> <p>"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.</p>

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Claim No.	Claim Language of U.S. Patent No. 7,818,399	ViaWeb Prior Art Relevant Disclosures
		<p>To get an idea of the flexibility of Viaweb, look at sites like Frederick's of Hollywood and Rolling Stone.</p> <p>The Viaweb and Viamall sites were both created entirely with Viaweb." <i>ViaWeb How It Works</i>. [DFNDT0005151-4]</p> <p>"How do we get the images into the store?</p> <p>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.</p> <p>I have a database of all my inventory. Can I build my store from it?</p> <p>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).</p> <p>See our online documentation for details of how to generate your site from a database." <i>ViaWeb How It Works</i>. [DFNDT0005151-4]</p> <p>"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." <i>3.0 Release</i>. [DFNDT0005257-8]</p> <p>"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.</p> <p>RTML makes Viaweb a programmable platform for whatever you want to build. VARS who have tried it are amazed at how easy and how</p>

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		<p>powerful RTML is. For an example of RTML in action, see De La Concha." <i>ViaWeb Resellers</i>. [DFNDT0005263-4]</p> <p>"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." <i>RTML Overview</i>. [DFNDT0005265]</p> <p><i>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.</i></p>
19	A system useful in an outsource provider serving web pages offering commercial opportunities, the system comprising:	<p>"We already have a web site. Can we put just the commerce part on your server?</p> <p>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." <i>ViaWeb How It Works</i>. [DFNDT0005151-4]</p> <p>"Viaweb Store is a combination of an authoring tool and a hosting service:</p> <ul style="list-style-type: none"> <li>You build your store on our server, using an easy point and click interface.</li> <li>There is no software to install: all you need is an ordinary browser.</li> </ul> <p>...</p> <p>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." <i>ViaWeb How It Works</i>. [DFNDT0005151-4]</p> <p>"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</p>

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Claim No.	Claim Language of U.S. Patent No. 7,818,399	ViaWeb Prior Art Relevant Disclosures
		<p>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.</p> <p>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." <i>3.0 Release</i>. [DFNDT0005257-8]</p> <p>"Paul Graham of ViaWeb sells custom Internet stores in his ViaMall site." Paul Edwards, Sarah Edwards, and Linda Rohrbough, <i>Making Money in Cyberspace</i>, September 9, 1998, Jeremy P. Tarcher/Putnam (hereinafter "Making Money") [DFNDT0004356-004648].</p> <p>"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." <i>CyberStoreFronts for Rookies</i>. [DFNDT0005069-70]</p> <p>"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.</p>

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		<p>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." <i>Making Money</i>. [DFNDT0004436]</p> <p>"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 license 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." <i>Making Money</i>. [DFNDT0004436]</p> <p>"Some enterprising entrepreneurs have turned their computer expertise into a way to provide "turnkey" business sites. "Cybermallis," 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." <i>Making Money</i>. [DFNDT0004484-5]</p> <p>"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." <i>Making Money</i>. [DFNDT0004483]</p>

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Claim No.	Claim Language of U.S. Patent No. 7,818,399	ViaWeb Prior Art Relevant Disclosures
		<p>"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-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." <i>Making Money</i>. [DFNDT0004485-6]</p> <p>"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." <i>Making Money</i>. [DFNDT0004486]</p> <p>"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</p>

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		<p>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 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." <i>Making Money</i>. [DFNDT0004486]</p> <p>"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." <i>Making Money</i>. [DFNDT0004486-7]</p> <p><i>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.</i></p>
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	<p>"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." <i>Making Money</i>. [DFNDT0004437]</p> <p>"ViaWeb includes a powerful scripting language called RTML for</p>

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	<p>first web pages displays at least one active link associated with a commerce object associated with a buying opportunity of a selected one of a plurality of merchants; and (iii) wherein the selected merchant, the outsource provider, and the owner of the first web page displaying the associated link are each third parties with respect to one other;</p>	<p>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.</p> <p>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." <i>ViaWeb Features</i>. [DFNDT0005148-50]</p> <p>"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.</p> <p>To get an idea of the flexibility of ViaWeb, look at sites like Frederick's of Hollywood and Rolling Stone.</p> <p>The ViaWeb and ViaMall sites were both created entirely with ViaWeb." <i>ViaWeb How It Works</i>. [DFNDT0005151-4]</p> <p>"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.</p> <p>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).</p> <p>See our online documentation for details of how to generate your site from a database." <i>ViaWeb How It Works</i>. [DFNDT0005151-4]</p>

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Claim No.	Claim Language of U.S. Patent No. 7,818,399	ViaWeb Prior Art Relevant Disclosures
		<p>"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." <i>3.0 Release</i>. [DFNDT0005257-8]</p> <p>"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.</p> <p>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." <i>ViaWeb Resellers</i>. [DFNDT0005263-4]</p> <p>"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." <i>RTML Overview</i>. [DFNDT0005265]</p> <p>"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." <i>ViaWeb How It Works</i>. [DFNDT0005151-4]</p> <p>"ViaWeb Store is a combination of an authoring tool and a hosting service:</p> <ul style="list-style-type: none"> <li>You build your store on our server, using an easy point and click interface.</li> </ul>

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Claim No.	Claim Language of U.S. Patent No. 7,818,399	ViaWeb Prior Art Relevant Disclosures
		<p>• There is no software to install: all you need is an ordinary browser.</p> <p>... 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." <i>ViaWeb How It Works</i>. [DFNDT0005151-4]</p> <p>"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.</p> <p>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." <i>3.0 Release</i>. [DFNDT0005257-8]</p> <p>"Paul Graham of ViaWeb sells custom Internet stores in his ViaMall site." Paul Edwards, Sarah Edwards, and Linda Rohrbough, <i>Making Money</i>. [DFNDT0004356-004648].</p> <p>"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</p>

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Claim No.	Claim Language of U.S. Patent No. 7,818,399	ViaWeb Prior Art Relevant Disclosures
		<p>Officer Riss Estes. Still, the merchant can scan in corporate logos and product pictures to jazz up the site." <i>CyberStoreFronts for Rookies</i>. [DFNDT0005069-70]</p> <p>"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." <i>Making Money</i>. [DFNDT0004436]</p> <p>"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." <i>Making Money</i>. [DFNDT0004436]</p> <p>"Some enterprising entrepreneurs have turned their computer expertise into a way to provide "turnkey" business sites. "Cybermall's," 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." <i>Making Money</i>. [DFNDT0004484-5]</p>

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Claim No.	Claim Language of U.S. Patent No. 7,818,399	ViaWeb Prior Art Relevant Disclosures
		<p>"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." <i>Making Money</i>. [DFNDT0004485]</p> <p>"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-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." <i>Making Money</i>. [DFNDT0004485-6]</p> <p>Also see DFNDT0005052, 5053-5059, 5071-5080, 5111-5117, 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.</p>

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Claim No.	Claim Language of U.S. Patent No. 7,818,399	ViaWeb Prior Art Relevant Disclosures
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.	<p>"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." <i>Making Money</i>. [DFNDT0004437]</p> <p>"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." <i>ViaWeb Features</i>. [DFNDT0005148-50]</p> <p>"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." <i>ViaWeb How It Works</i>. [DFNDT0005151-4]</p> <p>"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</p>

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Claim No.	Claim Language of U.S. Patent No. 7,818,399	ViaWeb Prior Art Relevant Disclosures
		<p>of each image, and Viaweb makes the rest. I have a database of all my inventory. Can I build my store from it?</p> <p>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." <i>ViaWeb How It Works</i>. [DFNDT0005151-4]</p> <p>"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]</p> <p>"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." <i>ViaWeb Resellers</i>. [DFNDT0005263-4]</p> <p>"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." <i>RTML Overview</i>. [DFNDT0005265]</p> <p>"We already have a web site. Can we put just the commerce part</p>

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Claim No.	Claim Language of U.S. Patent No. 7,818,399	ViaWeb Prior Art Relevant Disclosures
		<p>on your server?</p> <p>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." <i>ViaWeb How It Works</i>. [DFNDT0005151-4]</p> <p>"Viaweb Store is a combination of an authoring tool and a hosting service:</p> <ul style="list-style-type: none"> <li>You build your store on our server, using an easy point and click interface.</li> <li>There is no software to install: all you need is an ordinary browser.</li> </ul> <p>... 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." <i>ViaWeb How It Works</i>. [DFNDT0005151-4]</p> <p>"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 Viamail, now one of the busiest Web malls, with over 2.3 million page views per month." 3.0 Release. [DFNDT0005257-8]</p> <p>"Paul Graham of ViaWeb sells custom Internet stores in his ViaMall site." Paul Edwards, Sarah Edwards, and Linda Rohrbough, <i>Making Money</i>. [DFNDT0004356-004648].</p> <p>"Prospective Net retailers can contact Viaweb and its competitors, including America Online Inc. and Outreach Communications Corp. of Austin, Tex.,</p>

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Claim No.	Claim Language of U.S. Patent No. 7,818,399	ViaWeb Prior Art Relevant Disclosures
		<p>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." <i>CyberStoreFronts for Rookies</i>. [DFNDT0005069-70]</p> <p>"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." <i>Making Money</i>. [DFNDT0004436]</p> <p>"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 license 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." <i>Making Money</i>. [DFNDT0004436]</p> <p>"Some enterprising entrepreneurs have turned their computer expertise into a way to provide "turnkey" business sites. "Cybermall," groups of stores on the same Web server, are no longer the rage</p>

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Claim No.	Claim Language of U.S. Patent No. 7,818,399	ViaWeb Prior Art Relevant Disclosures
		<p>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." <i>Making Money</i>. [DFNDT0004484-5]</p> <p>"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." <i>Making Money</i>. [DFNDT0004485]</p> <p>"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-through, the last Web site the user</p>

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Comparison of U.S. Patent No. 7,818,399 and ViaWeb Prior Art

Claim No.	Claim Language of U.S. Patent No. 7,818,399	ViaWeb Prior Art Relevant Disclosures
		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." <i>Making Money</i> . [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.

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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 No.	Claim Language of U.S. Patent No. 7,818,399	Relevant Disclosures
1	1. A method of an outsource provider serving web pages offering commercial opportunities, the method comprising:	See Ex. 43C, at 1. See Ex. 44C, at 1. 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; (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. 43C, at 1(a). See Ex. 44C, at 1(a). See Ex. 33C, at 1(a).
1(b)	automatically retrieving from a storage coupled to the server pre stored data associated with the source page; and then	See Ex. 43C, at 1(b). See Ex. 44C, at 1(b). See Ex. 33C, at 1(b).
1(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). See Ex. 33C, at 1(c). 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 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, <i>infra</i> .
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. 43C, at 3. See Ex. 44C, at 3. 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. See Ex. 44C, at 7. 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 1, <i>supra</i> .
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 1(a)-1(b), <i>supra</i> .

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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 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, 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 Ex. 43C, at 19(b). See Ex. 44C, at 19(b). See Ex. 33C, at 19(b).  See 1(a)-1(c), <i>supra</i> .

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## **Making Money in Cyberspace**

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### **Other Books by Paul and Sarah Edwards**

*Best Home Businesses for the 90s, Revised Edition*

*Finding Your Perfect Work*

*Getting Business to Come to You, 2nd Revised Edition  
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*Home Businesses You Can Buy  
(with Walter Zoni)*

*Secrets of Self-Employment*

*Teaming Up  
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DFNDT0004358

## **Making Money in Cyberspace**



**Paul and Sarah Edwards  
and Linda Rohrbough**

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DFNDT0004359

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Published simultaneously in Canada

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  
1. Business enterprises—Computer networks. 2. Web sites—Design.  
3. 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  
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DFNDT0004360

TO MARK, JESSICA, AND MARGARET

TO CLAUDE AND MAXINE

DFNDT0004361



## 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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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 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.

DFNDT0004363



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## Introduction

**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."<sup>1</sup>



**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.

#### CASE STUDY

MARILYN BUTZ

BIZCARDPRO

HUNTINGTON BEACH, CALIFORNIA

[HTTP://WWW.BIZCARDPRO.COM](http://www.bizcardpro.com)

SPECIALTY BUSINESS CARDS

**M**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!”

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 3¾ by 2¼ inches. (American cards are 2¼ 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 New York 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.”

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### Why Business in Cyberspace

Every 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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### 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

Having 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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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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### 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.

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## CASE STUDY

BRUCE CLAY

@BRUCECLAY

NEWBURY PARK, CALIFORNIA

HTTP://WWW.BRUCECLAY.COM

CONSULTANT: WEB AND PRODUCT ARCHITECTURE,  
DESIGN, MARKETING, AND PROMOTION

**B**ruce said he'd heard the hype about the Internet and decided to get in and use it to sell 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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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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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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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

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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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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](http://www.paulandsarah.com)  
Linda Rohrbough: [linda@PCbios.com](mailto:linda@PCbios.com)

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#### Chapter 1

## Cyberspace Is Personal Space

Instant information creates involvement in depth.

—Marshall McLuhan,  
noted educator specializing in media,  
technology, and communication<sup>1</sup>



**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 presence 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.

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**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?

Cyberspace uses multimedia, like sound and video, but it's different from television, videotapes, or movies. It offers information to read, 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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### 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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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

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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.*

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One well-known spamming outfit, Cyberpromotions, is fighting numerous court battles over unsolicited e-mail. The company has been forced to get off every on-line service and ISP it has dealt with and instead has set up its own Internet server. *U.S. News and World Report* reported that Phillip Lawlor, CEO of spamming company Apex Global Internet Services, receives so many death threats on his home answering machine that "... sometimes—in a fit of morbid curiosity—he fast-forwards to get to the more frightening ones."<sup>5</sup> Now, however, people are doing more than just name calling. Both Apex and Cyberpromotions have been deliberately and maliciously hit by attacks designed to crash their computer systems.

The *U.S. News and World Report* article went on to say that anti-spamming 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."<sup>6</sup> 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).

<sup>6</sup>Cary Chapman, "Flamers: Cranks, Fetishists and Monomaniacs," *New Republic* (April 10, 1995): 13 (3).

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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 e-mail, 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 cyberspace.

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.

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Each time a family member opened the refrigerator door, a camera took a picture and displayed the image along with the date and time on the Internet. When we visited, the family had long since stopped posing for the camera or trying not to open the door too often. Thousands of people visited this site to see images of these family members staring blank-faced at their food.

### 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-

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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 charge. "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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in-law traveled around the world for the purpose of producing two-dimensional 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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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 worked 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

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emphasizes the importance of the ability to be able to develop and maintain your site yourself. "If you rely on someone else to do it, you suffer because your site updates can get behind and you can't deal with people on a timely basis."

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 Cybergirl 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

As we'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.*<sup>8</sup>

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.

<sup>8</sup>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.

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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.*<sup>7</sup>

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.*
5. *Remember: Cyberspace is personal space. Treat people with care and concern.*



## 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.<sup>1</sup> 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.

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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 twenty-five 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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**TIP** On-line services, or non-Internet services, differ from Internet Service Providers (ISPs) in the type of access they provide users. On-line 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."<sup>2</sup> 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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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

In 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

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has been speculation that these services offer an introduction to members who, once they find themselves more familiar with on-line access, move to smaller Internet Service Providers (ISPs) where Internet access is faster and there is less competition for on-line resources.

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 application.

#### 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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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 market—have 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 1996.

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.

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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.<sup>3</sup> 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

As we said in the Introduction, the income potential we've seen 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 annu-

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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

While there are lots of ways to categorize different types of businesses, 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

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<sup>3</sup>Elizabeth Weise, "Net Can't Fill All Your Stockings Yet," *USA Today* (December 10, 1997): 1D.

in chapter 1 as well as how the personal nature of cyberspace affects the way businesses in these categories operate.

**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, Benson & Bowles,  
speaking to the National Packaging Forums 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 Button-ware; 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.

#### CASE STUDY

DENNIS FETT AND DEBRA JOAN BUCK  
PEACOCK INFORMATION CENTER  
MINDEN, IOWA  
[HTTP://WWW.PEAFOWL.COM](http://www.peafowl.com)

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

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Minden, Iowa, 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-

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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

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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 Iowa or in the states that border Iowa," 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 Khara 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 well-established musical artists, like the performer formerly known as Prince,<sup>1</sup> 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-

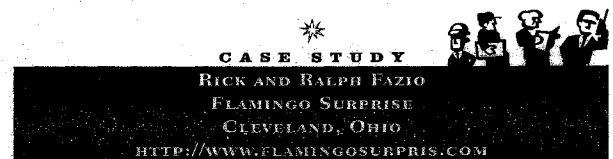
<sup>1</sup>The artist formerly known as Prince changed his name to a symbol, probably in anticipation of this graphical world.

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elling 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 on-line 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.

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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 mail-order 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 add-on 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.

  
**CASE STUDY**  
**LAILA RUBSTEIN AND EUGENE YUSHIN**  
**ARTEC INTERNATIONAL**  
**NEW YORK, NEW YORK**  
**HTTP://WWW.GREETING-CARDS.COM**  
**ELECTRONIC GREETING CARDS AND STATIONERY**

Laila 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-

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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.

#### CASE STUDY



MIKE SMITH  
JOSHUA TREE WOOD TRIM  
BOULDER, COLORADO  
[HTTP://WWW.WOODTRIM.COM](http://www.woodtrim.com)  
SPECIALIZING IN DASHBOARD WOOD TRIM KITS  
FOR AUTOMOBILES

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 home-page 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.

#### CASE STUDY



RAJ KHERA  
GOVCON, INC.  
ROCKVILLE, MARYLAND  
[HTTP://WWW.GOVCON.COM](http://www.govcon.com)  
SUPPLIER OF INFORMATION TO THE GOVERNMENT  
CONTRACTOR COMMUNITY

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.

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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 Raj 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 GovCon. 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. GovCon 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 e-mailed 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 demographic profiles.

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 GovCon hopes it can expand by reusing the search engines and capabilities it has already developed.

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### How to Sell in Cyberspace

Now 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*,<sup>2</sup> 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 Khara 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 cyberspace—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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#### 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.

#### CASE STUDY

JOHN T. WELLS  
NETSTORES NW INC.  
OREGON CITY, OREGON  
[HTTP://WWW.MOVIE MADNESS.COM](http://www.movie madness.com)



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 pre-film 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

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owned a *Star Trek* paraphernalia store. So John bought some inventory and set up a *Star Trek* 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 *Star Trek* 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 *Star Trek* 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.

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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 on-line, 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 cyber-

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space. His plan is to study successful mail-order companies like 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 Toastermaster Company, which makes toasters and other appliances. The Toastermaster 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.

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## CASE STUDY

MARC ANDREESSEN

NETSCAPE COMMUNICATIONS

MOUNTAIN VIEW, CALIFORNIA

HTTP://WWW.NETSCAPE.COM



Marc 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 garner 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 Jim 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.

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## Summary

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.

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## 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 Haoker,  
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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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."<sup>1</sup>

### 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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### 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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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.

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### 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, in-line 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. In-line 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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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?

**I**n 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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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 Cybergrl 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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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.

### CASE STUDY

DAVID FILO AND JERRY YANG  
YAHOO  
SANTA CLARA, CALIFORNIA  
HTTP://WWW.YAHOO.COM

**D**avid 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 Official 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

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a proposal, so they got a how-to book, developed the material they needed, and got the funding from the venture capital firm. In 1996, Yahoo went public, and by 1997 the company was reporting profits to shareholders.

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 Guess! 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?"<sup>2</sup>

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

Most 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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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 Cybergrl 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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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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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.

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The service requires users to fill out a detailed survey of their household income, preferences, and habits. The service then sells the marketing information and advertising space to investors. While sites like Cybergrl are more subtle, asking users to "tell us about yourself" down in the site at a more comfortable point, services like Juno put their demographic questions right up front as part of the cost for installation of the software. Users feel that they're getting something, so they'll tolerate the intrusion.

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.

#### CASE STUDY

ALIZA SHERMAN, PRESIDENT  
CYBERGRRL  
NEW YORK, NEW YORK  
HTTP://WWW.CYBERGRRL.COM

The Cybergrl Web station is aimed at issues of interest to women on-line.

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.

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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 Cybergrl site as a sample and ran it for her own personal enjoyment.

But a surprising thing happened. Cybergrl 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 Cybergrl 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 Cybergrl 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, Cybergrl 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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The Cybergrl 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 Cybergrl staff, and other content is submitted by the visitors themselves. There are chat forums, and a Cybergrl 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 Cybergrl. 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 Webopacdia 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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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

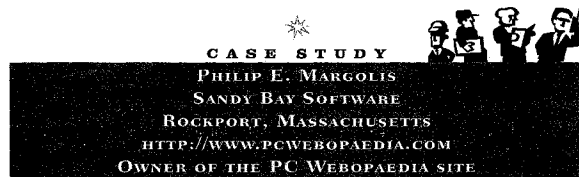
Some sites are offering a guaranteed number of impressions to their advertisers along with targeting who the potential visitors are that see the advertising. This is attractive to advertisers for several reasons, one of which is that banner ads, which are considered graphic elements by the browsers, 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.

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A guaranteed impression count means advertisers can be assured they will get the full number of impressions for the visitors they target.



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 launched, 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 PC Webopaedia 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 Hawaii.

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.

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Chapter 5

## 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 every book ever printed in the history of mankind.<sup>1</sup> 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

Being 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.

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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-three-sentence 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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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 Fetti'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

One of the easiest cyberbusinesses to start is 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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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 used 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 FrontPage. 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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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

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information by learning about word processing and basic computerized graphic design. You can usually find courses on these subjects in the adult-education department of your local community college, or you can purchase software that offers tutorials you can do on your own computer.



**CASE STUDY**

**CRAIG HICKSON**  
**HOME PAGE MAKER**  
 HURST, TEXAS

[HTTP://MEMBERS.AOL.COM/HOMEPGMARR](http://members.aol.com/homepgmarr)  
 WEB SITE DESIGNER

Craig 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.com>).

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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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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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.



**CASE STUDY**

**BRYCE MCGUIRE**  
**SATELLITE CONSULTANTS, INC.**  
 WATAUGA, TEXAS

[HTTP://MEMBERS.AOL.COM/SATCONN/](http://members.aol.com/satconn/)  
 SATELLITE SALES AND SERVICE

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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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 market.

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

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the client more personalized service, such as pickup and delivery of materials to be made into images for the site.

### CASE STUDY

**DON DOWELL**  
**GOLF OF THE SOUTHWEST**  
**FORT WORTH, TEXAS**  
[HTTP://WWW.GOLFSWW.COM](http://www.golfsww.com)  
[HTTP://WWW.DOWELL.COM](http://www.dowell.com)  
**DESIGNER OF GOLF-ORIENTED WEB SITES**

**D**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-and-breakfasts. 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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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 take photos.

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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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 benefit the most.

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

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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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 Year2000 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

**S**elling 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 NetMind. 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.



**CASE STUDY**  
**MATT FREIVALD**  
**NETMIND SERVICES, INC.**  
**MOUNTAIN VIEW, CALIFORNIA**  
**HTTP://WWW.NETMIND.COM**  
**FREE URL TRACKING SERVICES FOR THE INTERNET**

**M**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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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 Linux 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. NetMind 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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### 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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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

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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. "Cybermall," 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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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.

#### CASE STUDY

PAUL GRAHAM  
VIAWEB  
CAMBRIDGE, MASSACHUSETTS  
HTTP://WWW.VIAWEB.COM  
TURNKEY INTERACTIVE INTERNET STORES

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.

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 prior-

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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](http://www.moviemadness.com)) and have the domain name linked to the ViaMall 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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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-care 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 Galacticom, 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.

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Usually child-care centers pay for the service as an added feature to attract parents.

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 workstations 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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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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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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dition, this is a place to see a number of Internet and Web server-related 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.

CASE STUDY  
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TENAGRA CORPORATION  
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[HTTP://WWW.TENAGRA.COM](http://www.tenagra.com)  
AN INTERNET MARKETING AND PUBLIC RELATIONS AGENCY

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

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for the way people communicate on the Internet and that his company of the same name could facilitate successful on-line communication.

To promote itself, Tenagra runs a number of Internet activities, including a tennis site ([www.tennis.com](http://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 business-people 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 co-authored a book on the problem, *Managing 00*,<sup>5</sup> 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 e-mail 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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see that maybe we should work together," Cliff said. The resulting Year2000 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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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.

<sup>6</sup>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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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

We'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.

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## 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."<sup>1</sup>

But gains to be made are not just with consumers. According to

<sup>1</sup>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.

#### CASE STUDY

DAPHNE AND DUNCAN MACPHERSON  
CASCADE MODELS  
EDMONDS, WASHINGTON  
[HTTP://WWW.AA.NET/~CASCADE](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.

**TIP** 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

Even 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 Via-Mall 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 Micro-horses, 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.

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Daphne and Duncan expect to spend time with customers, and they devote several hours a day to answering e-mail and their toll-free phone line. Duncan said that, at first, everything he put up on the Web site seemed to get misinterpreted by someone. "Clarity is God on the Web," he quipped. The company also tries to keep up with what's going on but stays behind the curve on implementing the latest advances in Web page technology, such as the latest animation techniques or image design. "Most of our customers don't have the latest technology available, so we don't do the latest stuff because 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 Cascade 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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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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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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#### CASE STUDY

SU PENNY  
PRICECHECK  
ONTARIO, CANADA  
HTTP:// WWW.PRICECHECK.COM



**S**u 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.

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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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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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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 serves?*
- *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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you feel you can modify and implement, it is also important to do research to see what the competition is doing.

#### CASE STUDY

JANE WESTLIND  
MANAGER OF ELECTRONIC COMMERCE  
ANDY'S GARAGE SALE, A FINGERHUT COMPANY  
MINNETONKA, MINNESOTA  
[HTTP://WWW.ANDYSGARAGE.COM](http://www.andysgarage.com)  
A MERCHANDISE LIQUIDATION COMPANY

Imagine 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

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that Andy's Garage Sale operate in a much different way from the catalog sales company. Fingerhut catalog customers receive their products and try them for thirty days with a no-questions-asked return policy. But the discounted Garage Sale items would be sold on a first-come, first-served, no-returns, cash-and-carry basis.

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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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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#### 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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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 billboard 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 on-line. There has to be value added rather than just slapping up a site."

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**Inadequate Allocation of Resources**

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 duties?
- 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 orders?
- Where can we find translators who can answer e-mail in other languages?

**Conclusion**

Most businesses with an eye to the future have heard that the Internet is the future for business. We've seen how growth of the 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

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To the uneducated, an A is just three sticks.

—Eeyore,  
from Winnie the Pooh

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**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 part-time, 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.

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### Six Steps for Building a Web Site

Building 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*
- *build 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 unforeseen 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

You probably already have some idea of what you think you'd like to 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 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

Once 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 the site. (We talk about the tools you need to do it yourself later 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-

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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

It 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

In chapter 6, we identified one of the biggest mistakes that businesses make in building a Web site is not allocating resources to 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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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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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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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.

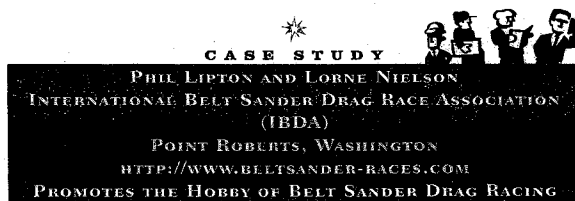
If you plan to take photographs with a camera to put up on your Web site, you'll need either a digital camera or an optical scanner. A digital camera allows you to take photographs in a digital format and import the photos directly into your computer for placement on your Web pages without chemical developing 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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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 Lorne 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 modem, 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 understanding 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. I 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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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/](http://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.belt-sander-races.com](http://www.belt-sander-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

Before 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-teepee-ing"). The acronym ftp stands for file transfer protocol.

You'll probably need special software for this task, such as WS-

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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

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FILE EXTENSION	FILE TYPE
.htm, .html	HTML
.gif, .jpg	photo or graphic
.png, .swf, .avi, .mov	photo, graphic or animation
.wav, .mp3, .mid, .midi	sound
.avi, .wmv, .flv, .mov, .mpeg, .mpg	video

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**

We 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

best ways to do this is to provide a navigation graphic on the left side 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 7-2: The Pacific Partners homepage (courtesy Pacific Partners Mortgage Corporation).

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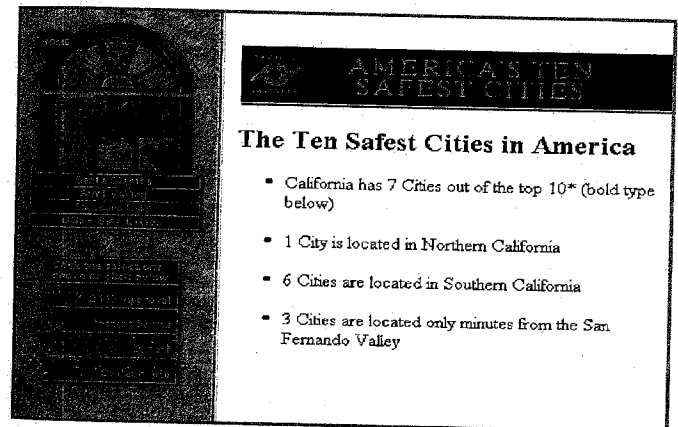


FIGURE 7-3: Each page on the Pacific Partners site has a navigation graphic on the left side that makes the site easy for visitors to use<sup>1</sup> (courtesy Pacific Partners Mortgage Corporation).

<sup>1</sup>The site credits a 1996 Crime Report and the U.S. Census Bureau for the ten safest cities information.

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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.

#### CASE STUDY

DAVID DICKSTEIN  
PACIFIC PARTNERS MORTGAGE CORPORATION  
WOODLAND HILLS, CALIFORNIA  
HTTP://WWW.PACPARTNERS.COM  
MORTGAGE BROKERS

David 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," Dave said.

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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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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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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and trying to remember to call later. Either way, you risk losing that customer.

The best answer is to allow customers to fill out a short form on-line 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 frequently-asked-questions (FAQ, 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 e-mail 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 FAQ 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 toll-free 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 follow-up 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

Just 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

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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 1 KB HTML file would be delivered and displayed in under a second to a site visitor with a 33.6 Kbps modem.

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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 about 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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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 browsers automatically switch a gray background to

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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

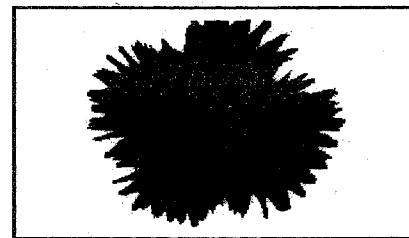


FIGURE 7-6: A white background color against a white page creates the illusion of transparency. Compare with Figure 7-5.

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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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#### Color Tips

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 16 million colors.

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, Intel-based 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.

#### CASE STUDY

SUSAN Eshelman

ART VISION INTERNATIONAL

GABRIOLA ISLAND, BRITISH COLUMBIA, CANADA

HTTP://WWW.AABC.COM

VIRTUAL ART GALLERY



Susan Eshelman's interest in marketing art led eventually to the start of her 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

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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 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 quipped.

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

A domain name is an Internet address made up of letters instead of 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](http://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.inter-nic.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](http://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 thereafter.

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EXTENSION	CONVENTIONAL USE
.com	commercial organizations
.org	nonprofit organizations
.net	Web servers and Internet maintenance sites (Your ISP may have a .net extension instead of .com)
.edu	educational institutions like universities
.gov	government sites
.do	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 InterNIC 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](http://www.yourbusiness.com), you don't have to use the [www](http://www). You can have a domain name that is just [yourbusiness.com](http://yourbusiness.com) minus the [www](http://www) part. The [www](http://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](http://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 InterNIC 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 addresses 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 sees it." 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

Search 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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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.<sup>1</sup> 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>.

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use the term "spider.") Spiders are simply designed to use words designated by the TITLE tag and the first paragraph or so of a Web site. The spider then picks up the most important words in the first paragraph of the homepage for use as keywords for indexing the site. The first one hundred characters or so of the first paragraph of the homepage (including spaces and punctuation) are copied as description of the site and are stored together in the search engine's index along with the URL and the keywords. When a search engine visitor enters one or more keywords, the engine displays all the URLs that have those word(s) as part of their keywords along with the description copied from each site.

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 straitjacket 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.

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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
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
stick cane">
```

FIGURE 8-1: The Harris Company's META tags (courtesy the Harris Company).

Bob 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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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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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

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the site. To draw the most visitors, you need to put META tags at the top of each page and be sure every page has a link to your main page (or homepage).

#### 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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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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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 giveaways 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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**CASE STUDY**  
**SCOTT BANISTER**  
**SUBMIT IT!, INC.**  
 SAN FRANCISCO, CALIFORNIA  
[HTTP://WWW.SUBMIT-IT.COM](http://www.submit-it.com)  
**WEB SITE PROMOTION SERVICES AND TOOLS**

Scott 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 It! and created a site on the university server where other people could use the service without charge. Submit It! 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 It! and Webpost solved both companies' problems. Webpost had resources and experienced people who understood

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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 It! 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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### Reciprocal Links

Linking to other sites in exchange for their linking to your site is another 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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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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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.

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### 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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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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through of 10 to 30 percent for its clients.<sup>2</sup> 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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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 Web 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.

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While sponsorship is a good way to promote your site, or a good way to encourage business even if you don't have a site, there are other ways to use discussion lists and e-mail to promote your site. We'll cover these next.

### 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](mailto: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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### 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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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

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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.<sup>3</sup> 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 e-mail 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>.

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