

'Compare the Comparison' Challenge:

Technical Details Report for Document Comparison Products

Table of Contents

Overview	2
Comparison Challenge	2
The Vendors:	
The Rendering Sets:	
Results Layout:	
Comparison Evaluation Results	5
Results Breakdown:	23
Scorecard:	24

Overview

Comparison Challenge

This document is a supplement to the comparison challenge conducted using the most popular document comparison products. As outlined in the white paper, 'Compare the Comparison' Challenge, the focus of the challenge was to test each comparison product to determine how well each performed against complex documents, specifically created with challenging document elements and well known problem areas which have a long history of resulting in incorrect comparison reporting. This supplement provides the technical details report on the results of the challenge and real time examples of how well each product performed. The results are for illustration purposes only and are geared toward helping potential customers determine the value-add of each product when determining their business comparison needs.

Each product has been evaluated using the following criteria:

- Comparison Accuracy
- Comparison Readability
- Formatting Preservation

Comparison Accuracy

When performing a document comparison the results given to another user needs to be accurate. The software must accurately detect changes made from one document to another and list the changes that have been identified. For example any change made to the header of a document or to footnotes or endnotes would need to be accurately detected. Likewise cells in a table which have been modified, it is equally important that the software recognizes the difference between the documents. If the software application inaccurately identifies changes made to a modified document or if any detail is missing or not detected this would naturally decrease the accuracy of the software program or application.

Analyzing the results of a comparison report or redlined document helps the users to understand the accuracy of the comparison detail within the software program or application. To aid in understanding the results, all changes that have been recognized by the application have been recorded; and likewise those changes that have not been recognized have also been recorded. These results breakdown has been provided at the end of this product comparison and will give users an indication as to how each program performs in document comparison.

Comparison Readability

When reviewing the comparison report or redlined document, the user need to be able to understand the information within the document that has changes with ease. For example, any changes made to the text of a paragraph, with no mind to the amount of changes, should be accurately and easily understood by the user.

Formatting preservation

Formatting preservation is the final criteria used to determine whether the comparison report or the redlined document preserved the format of the original and modified documents. For example, whether paragraph alignment has been kept intact, page orientation maintained, and whether images or object has been compromised.

Each product was tested with the same materials and equipment to ensure fairness and reliability.

The Vendors:

In this product comparison, we will use the document comparison products from the three following software vendors, using the latest version of their software:

- Evolution Software
 - Novo Compare (version 3)
- Litéra Corporation
 - o ChangePro 7
- Workshare
 - Workshare Professional 7/8

The Rendering Sets:

For each product, we used the default rendering set and made one change to keep the comparison fair and accurate among the vendors.

- Novo Default Standard, with 'convert field codes' enhanced feature enabled
- Litera Default Style, with 'moves' option enabled
- Workshare Default Standard, with 'include move deletions' option enabled

Results Layout:

The results have been formatted for easy interpretation. We have provided screenshots from the original and modified document, as well as what the expected results should look like so that it can easily be compared to the results from each vendor.

Note: Correct results will not contain a screenshot as it would be the same screenshot as contained in the expected results column.

Intended Audience:

The information contained in this document is for illustration and informational purposes only and is intended as a reference for technical professionals who are interested in document comparison. The aim is to provide general assistance in reviewing document comparison processes and products. Technical professionals in this instance are defined as those users, software support technicians, administrators, directors, executives that are familiar with the existing business process inside your company and understand the basic concepts of document comparison.

1. TEXT BOX IN HEADER (Page 1):

ORIGINAL DOCUMENT MODIFIED DOCUMENT EXPECTED RESULTS Text Box is set to Left margin. Text Box is set to Right margin. The word 'Dated' and underline to show as a move in **GREEN**. Text within box is Center aligned. Text within box is Center aligned. The words 'Work Product' to show as an insertion in **BLUE** The second line of text has been double underline. modified to 'Draft Work Product'. The extended underline to show as an insertion in **BLUE** The words 'Dated' has been moved to double underline. ANY LAW FIRM the third line. Draft Dated Underline has been extended by two ANY LAW FIRM spaces. Draft Dated ANY LAW FIRM Draft Work Product Dated ANY LAW FIRM Draft Work Product Dated **ACTUAL RESULTS NOVO COMPARE** LITÉRA CHANGEPRO WORKSHARE PROFESSIONAL INCORRECT RESULTS: Litéra ChangePro INCORRECT RESULTS: Workshare Professional incorrectly interprets **INCORRECT RESULTS:** Novo Compare incorrectly interprets the changes; it depicts the changes as a complete deletion and incorrectly interprets the changes; it depicts the the changes; it depicts the changes made in the text box on the right in insertion of text boxes and the text within the text boxes. changes made in the text box on the right in the the Modified document by displaying, the words, 'Work Product' as an Modified document by displaying the words, insertion and the extended underline as an insertion, while completely 'Draft Work Product' as an insertion, the word. ignoring the text box on the left. ANY LAW FIRM 'Draft' as a deletion on the third line and the ANY LAW FIRM extended underline as an insertion, while Draft Work Product ANY LAW FIRM completely ignoring the text box on the left. **Draft Work Product** Dated ANY LAW FIRM Draft Work Product Draft-Dated

2. COVER PAGE - Page 1:

ORIGINAL DOCUMENT	MODIFIED DOCUMENT	EXPECTED RESULTS
Text is center aligned on the page.	 The word, 'REVISED' has been inserted on the first line. The word, 'EXCELLENT' has been replaced with 	 The word, 'REVISED' to show as an insertion in BLUE double underline. The word, 'EXCELLENT' to show as a deletion in
\$ETTLEMENT AGREEMENT	'DYNAMIC'. The words, 'TODAY'S DATE' have been deleted. An underline has been inserted after the words	RED strikethrough.The word 'DYNAMIC' to show as an insertion in BLUE double underline.
BETWEEN EXCELLENT AND ACCESS CORPORATION	'DATED AS OF'.	 The words, 'TODAY'S DATE' to show as a deletion in RED strikethrough. The underline to show as an insertion in BLUE
DATED AS OF TODAY'S DATE	REVISED SETTLEMENT AGREEMENT	double underline.
2.1122 12 02 102.11 0 2.112	BETWEEN	<u>REVISED</u> SETTLEMENT AGREEMENT
	DYNAMIC AND ACCESS CORPORATION	BETWEEN
	DATED AS OF	EXTELLENT DINAMIC AND ACCESS CORPORATION
		DATED AS OF TODAY'S DATE
	ACTUAL RESULTS	
NOVO COMPARE	LITÉRA CHANGEPRO	WORKSHARE PROFESSIONAL
CORRECT RESULTS: Novo Compare correctly interprets the changes.	INCORRECT RESULTS: Litéra ChangePro incorrectly interprets the changes; it depicts 'DATED AS OF TODAY'S DATE' as a deletion and 'DATED AS OF' as an insertion.	CORRECT RESULTS: Workshare Professional correctly interprets the changes.
	BETWEEN	
	EXCELLENT DYNAMIC AND ACCESS CORPORATION	
	DATED AS OF TODAY'S DATE	
	DATED AS OF	

3. FOOTER/DOCUMENT NUMBER/PAGE NUMBER - Page 1:

ORIGINAL DOCUMENT MODIFIED DOCUMENT EXPECTED RESULTS Document number and Page number are contained Document number has been removed from footer. Document number to show as a deletion in **RED** in footer and starts on Page 3. Page numbers have been modified and now start strikethrough. Page number to show insertion/deletion on Page 2. corrections. Access has expressed concerns about the possibility of confus Website is updated on a daily basis. Access and its representatives have recently voiced many concern Access has expressed and its representatives have recently voiced many marketplace between the Access Marks. -3-Website is modified on a daily basis based upon trends. confusion in the marketplace between the Access Marks. SK 99999 0067 1005075 Website is updated modified on a daily basis based upon trends SK 00000 0067 1005075 **ACTUAL RESULTS** LITÉRA CHANGEPRO **NOVO COMPARE WORKSHARE PROFESSIONAL INCORRECT RESULTS:** Novo Compare incorrectly interprets INCORRECT RESULTS: Litéra ChangePro incorrectly INCORRECT RESULTS: Workshare Professional incorrectly the changes; it depicts the document numbering interprets the changes; it depicts the document numbering interprets the changes; it depicts the document numbering inconsistently by displaying either as no changes, center inconsistently by displaying either as no changes or blank. inconsistently by displaying either as no changes, center aligned or blank. Page numbering corrections are correct Page numbering corrections are incorrect throughout the aligned, or blank. Page numbering corrections are correct throughout the document. document. throughout the document. Access has expressed and its representatives have recently voiced many concerns about the possibility of renewed confusion in the marketplace between the Access Marks. Access has expressed and its representatives have recently voiced many concerns about the possibility of ren confusion in the market place between the Access Marks. Access has expressed and its representatives have recently voiced many concerns about the possibility of renewed confusion in the marketplace between the Access Marks. Website is updated modified on a daily basis based upon trends. Website is updated modified on a daily basis based upon trend sk 99999 0067 1005075--2--2-

4. REDHERRING (VERTICAL TEXT BOX)-Page 2:

ORIGINAL DOCUMENT MODIFIED DOCUMENT EXPECTED RESULTS Text in vertical text box is Left aligned Text in vertical text box is Left aligned. The vertical text box to remain intact. The words, 'regulations are therefore to be The word, 'pure' to show as a deletion in **RED** The word, 'pure' has been deleted. accorded much less weight' on the last line of the The word, 'not' has been inserted. strikethrough. The word, 'special' has been replaced by the word The word, 'not' to show as an insertion in **BLUE** text are bolded. 'particular'. double underline. The bolding at the end of the sentence has been The word, 'special' to show as a deletion in **RED** removed. strikethrough. The word, 'particular' to show as an insertion in **BLUE** double underline.

Where, however, the question is one of pure statutory reading and analysis, dependent not only on accurate apprehension of legislative intent, there is little basis to rely on any special particular competence or expertise of the administrative agency and its interpretive regulations are therefore to be accorded much less weight.

Expected Results Screenshot Note: Vertical text box has been rotated and enlarged to show results more clearly.

	ACTUAL RESULTS	
NOVO COMPARE	LITÉRA CHANGEPRO	WORKSHARE PROFESSIONAL
CORRECT RESULTS: Novo Compare correctly interprets the changes.	INCORRECT RESULTS: Litéra ChangePro incorrectly interprets the changes; the text inside vertical text box is inadvertently cut off because the triangular auto shapes contained in document have been compromised. The insertions/deletions are displayed correctly. **Indian way many in any instruction of the administration of the ad	INCORRECT RESULTS: Workshare Professional incorrectly interprets the changes; the text inside vertical text box has been bolded incorrectly which then causes the text to be cut off at the end. The insertions/deletions are displayed correctly. **WINDIANA*********************************

5. INVERTED PYRAMID PARAGRAPH - Page 2:

ORIGINAL DOCUMENT MODIFIED DOCUMENT EXPECTED RESULTS Paragraph is set to justified alignment. Formatting is the same as the Original. The inverted pyramid paragraph to Two hidden triangular auto shapes are inserted at the bottom of The words, 'by', 'they' and 'joint' have been added. remain intact. the page. One on each side of the inverted pyramid paragraph to The words, ',' and 'parties' have been deleted. The words, 'by', 'they' and 'joint' to show as an insertion in **BLUE** double format and shape the text. underline. The parties will agree to these terms unconditionally. If said terms are not mutually The words, ',' and 'parties' to show as agreeable by both, they agree to remedies as prescribed by the attorneys herein. In The parties will agree to these terms unconditionally. If said terms are not mutually addition, parties agree that all decisions made in joint arbitration, should agreeable, both parties agree to remedies as prescribed by the attorneys herein. In a deletion in **RED** strikethrough. that be required, are binding. There will be no revocation or any addition, parties agree that all decisions made in arbitration, should that be required, are binding. There will be no revocation or any changes changes of the materials facts contained hereinafter. of the materials facts contained hereinafter. The parties will agree to these terms unconditionally. If said terms are not mutually agreeable by both parties, they agree to remedies as prescribed by the attorneys herein. In addition, parties agree that all decisions made in joint arbitration, should that be required, are binding. There will be no revocation or any changes of the materials facts contained hereinafter. Expected Results Screenshot Note: Inverted Pyramid paragraph has been enlarged to show results more clearly. **ACTUAL RESULTS** LITÉRA CHANGEPRO **NOVO COMPARE WORKSHARE PROFESSIONAL CORRECT RESULTS:** Novo Compare correctly depicts INCORRECT RESULTS: Litéra ChangePro incorrect depicts the CORRECT RESULTS: Workshare Professional correctly depicts changes; the paragraph alignment of the inverted pyramid has the changes. the changes. been compromised, as well as the preceding paragraph. The issue occurs because the wrapping style layout of auto shape has been changed from tight to square during comparison process. Correcting layout option for the triangular auto shapes in redlined document does not resolve the problem.

FURTHER, all parties do agree that

with valuable consideration, they will negotiate in

good and steady faith.

The parties will agree to these terms unconditionally. If said terms are not mutually agreeable; by both-parties, they agree to remedies as prescribed by the attorneys herein. In addition, parties agree that all decisions made in joint arbitration, should that be required, are binding. There will be no revocation or any changes of the materials facts contained hereinafter.

6. TEXT IN HEADER - Starting Page 2:

ORIGINAL DOCUMENT	MODIFIED DOCUMENT	EXPECTED RESULTS
➤ No text in header.	 The text, 'Name of Enterprise' has been added to the Header on the Right margin, starting on Page 2. The text, 'Names of All Involved in Settlement Agreem has been added to the Header on the Right margin on 5. The text, 'Name of Enterprise' has been added back to Header on Right margin, starting on Page 6. 	Page NAME-OF-INTERPRINES
	ACTUAL RESULTS	
NOVO COMPARE	LITÉRA CHANGEPRO	WORKSHARE PROFESSIONAL
INCORRECT RESULTS. Novo Compare incorrectly interprets the changes; it displays the incorrect header in a single instance . [screenshot omitted]	INCORRECT RESULTS. Litéra incorrectly interprets the changes; the headers are depicted inconsistently throughout the document and are displayed as either no header or incorrect header. [screenshot omitted]	CORRECT RESULTS. Workshare Professional correctly interprets the changes.

7. PAGE BORDER - Page 3:

MODIFIED DOCUMENT ORIGINAL DOCUMENT EXPECTED RESULTS Page border has been added to Page 3. Page border has been removed from Page 3. Page Border is removed from comparison results and text and margins on page remains intact. NAME OF ENTERPRISE L TRADEMARK USE TRADEMARKUSE A. AXIO NAME OF ENTERPRISE Access agrees that the use by Dynamic of the DYNAMIC AXIO mark shall not Access agrees that the use by Excellent of the EXCELLENT AXIO mark shall I. TRADEMARKUSE constitute gross infringement or dilution of or unfair competition with the Access Marks, when not constitute infringement or dilution of or unfair competition with the Access Marks, when A. AXIO used in accordance with the terms and conditions below: used in accordance with the terms and conditions below: Access agrees that the use by Excellent Dynamic of the EXCELLENT DYNAMIC 1. Excellent will continue to display their housebrand EXCELLENT 1. Dynamic will continue to display their housebrand DYNAMIC AXIO mark shall not constitute gross infringement or dilution of or unfair competition with the prominently and in close proximity to the AXIO brand in the initial prominently and in close proximity to the AXIO brand in the initial Access Marks, when used in accordance with the terms and conditions below: or predominant presentation in all promotional material. In FLH. 1. ExcellentDynamic will continue to display their housebrand LLP v. The World, 123 F. Supp. 2d 99 (S.D.N.Y. 2000) it was EXCELLENTDYNAMIC prominently and in close proximity to agreed that the two parties would work to maximize the brand. agreed that the two parties would work to maximize the brand. the AXIO brand in the initial or predominant presentation in all 2. Excellent will ensure that the housebrand EXCELLENT precedes 2. Dynamic will ensure that the worldwide known house brand promotional material. In FLH LLP v. The World, 1234 F. Supp. 2d. AXIO on a substantial portion of the subsequent usages of the DYNAMIC precedes AXIO on a substantial portion of the usages 99 (S.D.N.Y. 2000) it was agreed that the two parties would work to mark in all promotional material 35 U.S.C. § 100 (2002). maximize the brand. of the mark in all promotional material² 35 U.S.C. § 100 (2002). 2. ExcellentDynamic will ensure that the houseleand Access agrees that Excellent's current brochure for the EXCELLENT AXIO EXCELLENT worldwide known house brand DYNAMIC precedes Access agrees that Dynamic's current brochure for the DYNAMIC AXIO product oduct and its current website² design reflecting that product meet the criteria set forth above AXIO on a substantial portion of the subsequent usages of the mark and its current website design reflecting that product meet the criteria set forth above. in all promotional material 35 U.S.C. § 100 (2002). II. RECIPROCAL COVENANTS II. RECIPROCAL AND MUTUAL COVENANTS A. DISPUTES Access agrees that Excellent Dynamic's current brochure for the In the event of a future dispute between the parties regarding any likelihood of In any future litigation against each other or involving third parties, neither party oufusion between the two marks, the parties agree that they will negotiate in good faith to shall challenge in validity, distinctiveness or the exclusive ownership of the Access marks or the meet the criteria set forth above. resolve the dispute and that the party who is charged with infringing will be given a reasonable DYNAMIC AXIO trademark, and the parties' respective rights to use those marks in accordance inse to cure such allegedly infringing activities. with the terms of this Agreement Access has expressed concerns about the posetting of contains in the managrade between the Access Mana, Wolstein is updated on a day base. **ACTUAL RESULTS** LITÉRA CHANGEPRO **NOVO COMPARE WORKSHARE PROFESSIONAL** CORRECT RESULTS. Novo Compare correctly interprets the CORRECT RESULTS. Litéra ChangePro correctly interprets CORRECT RESULTS. Workshare Professional correctly changes. the changes. interprets the changes.

8. TEXT CHANGES - Page 3:

granularity, striking only the 3 in 123 to 4 in 124.

ORIGINAL DOCUMENT MODIFIED DOCUMENT EXPECTED RESULTS The word 'EXCELLENT' to show as a deletion in Company name is 'EXCELLENT'. Company name has been changed to 'DYNAMIC'. Contains a Table of Authority marking for case Table of Authority referenced has been changed **RED** strikethrough. reference, 'In FLH LLP v. The World, 124 F. Supp. from 123 to 124. > The word 'DYNAMIC' to show as an insertion in The word, 'housebrand' has been deleted. 2d 99 (S.D.N.Y. 2000). **BLUE** double underline. The words, 'worldwide known house brand' has > The Table of Authority reference to show as a TRADEMARK USE been inserted. deletion in RED strikethrough and an insertion in A. AXIO **BLUE** double underline. Access agrees that the use by Excellent of the EXCELLENT AXIO mark shall TRADEMARK USE > The word, 'housebrand' to show as a deletion in not constitute infringement or dilution of or unfair competition with the Access Marks, when A. AXIO **BLUE** double underline. Access agrees that the use by Dynamic of the DYNAMIC AXIO mark shall not used in accordance with the terms and conditions below The words, 'worldwide known house brand' to constitute gross infringement or dilution of or unfair competition with the Access Marks, when 1. Excellent will continue to display their housebrand EXCELLENT show as an insertion in **BLUE** double underline. used in accordance with the terms and conditions below: prominently and in close proximity to the AXIO brand in the initial 1. Dynamic will continue to display their housebrand DYNAMIC or predominant presentation in all promotional material.1 In FLH I. TRADEMARK USE LLP v. The World, 123 F. Supp. 2d 99 (S.D.N.Y. 2000) it was prominently and in close proximity to the AXIO brand in the initial or predominant presentation in all promotional material.¹ In FLH agreed that the two parties would work to maximize the brand. Access agrees that the use by Excellent Dynamic of the EXCELLENT DYNAMIC LLP v. The World, 124 F. Supp. 2d 99 (S.D.N.Y. 2000) it was Excellent will ensure that the housebrand EXCELLENT precedes AXIO mark shall not constitute gross infringement or dilution of or unfair competition with the agreed that the two parties would work to maximize the brand. AXIO on a substantial portion of the subsequent usages of the Access Marks, when used in accordance with the terms and conditions below Dynamic will ensure that the worldwide known house brand mark in all promotional material 35 U.S.C. § 100 (2002). 1. Excellent Dynamic will continue to display their housebrand DYNAMIC precedes AXIO on a substantial portion of the usages B. ACCESS EXCELLENT DYNAMIC prominently and in close proximity to of the mark in all promotional material² 35 U.S.C. § 100 (2002). Access agrees that Excellent's current brochure for the EXCELLENT AXIO the AXIO brand in the initial or predominant presentation in all product and its current website2 design reflecting that product meet the criteria set forth above. promotional material.1 In FLH LLP v. The World, 1234 F. Supp. 2d Access agrees that Dynamic's current brochure for the DYNAMIC AXIO product 99 (S.D.N.Y. 2000) it was agreed that the two parties would work to RECIPROCAL COVENANTS and its current website design reflecting that product meet the criteria set forth above. maximize the brand. Excellent Dynamic will ensure that the housebrand RECIPROCAL AND MUTUAL COVENANTS EXCELLENT worldwide known house brand DYNAMIC precedes AXIO on a substantial portion of the subsequent usages of the mark in all promotional material 35 U.S.C. § 100 (2002). ACCESS **ACTUAL RESULTS** LITÉRA CHANGEPRO **NOVO COMPARE WORKSHARE PROFESSIONAL** CORRECT RESULTS. Novo Compare correctly depicts the CORRECT RESULTS. Litéra ChangePro correctly depicts the CORRECT RESULTS. Workshare Professional correctly changes; it is the only product that shows the change with changes. depicts the changes.

9. FOOTNOTES - Page 3:

ORIGINAL DOCUMENT	MODIFIED DOCUMENT	EXPECTED RESULTS
Contains two footnotes (1 and 2)	Contains two footnotes (1 and 2)Contains insertions and deletions.	 Footnotes to remain intact and on the same page as footnote reference. Insertions and deletions to display correctly.
Access has expressed concerns about the possibility of confusion in the marketplace between the Access Marks. Website is updated on a daily basis.	Access and its representatives have recently voiced many concerns about the possibility of renewed confusion in the marketplace between the Access Marks. Promotional materials and website are updated regularly.	Access has expressed and its representatives have recently voiced many concerns about the possibility of renewed confusion in the marketplace between the Access Marks. Website is updated modified on a daily basis based upon trends.
	ACTUAL RESULTS	
NOVO COMPARE	LITÉRA CHANGEPRO	WORKSHARE PROFESSIONAL
CORRECT RESULTS. Novo Compare correctly depicts the changes.	1	CORRECT RESULTS. Workshare Professional correctly depicts the changes.

10. TEXT CHANGES/MOVES - Page 4:

ORIGINAL DOCUMENT MODIFIED DOCUMENT EXPECTED RESULTS Contains 'A. Disputes' paragraph (heading 2 Style) 'A. Disputes' paragraph is moved to Paragraph 2. 'A. Disputes' paragraph to show as a move deletion as Paragraph 1. 'Disputes' paragraph Heading 2 style is changed in GREEN strikethrough and text deletions to show from A to B. in **RED** strikethrough. Text changes (insertion/deletions) are made to > The move location, 'B. Disputes' paragraph to show B. ACCESS 'Disputes' paragraph. as a move insertion in GREEN double underline Access agrees that Excellent's current brochure for the EXCELLENT AXIO 'Litigation' paragraph is changed from B to A. and text insertions to show in **BLUE** double product and its current website2 design reflecting that product meet the criteria set forth above. Various other insertion and deletions. underline. 'B. Litigation' to show insertion/deletion of II. RECIPROCAL COVENANTS heading 2 style (insertion of A and strikeout of B). RECIPROCAL AND MUTUAL COVENANTS DISPUTES All other text changes to show as insertions or A. LITIGATION In the event of a future dispute between the parties regarding any likelihood of In any future litigation against each other or involving third parties, neither party deletions. confusion between the two marks, the parties agree that they will negotiate in good faith to shall challenge in validity, distinctiveness or the exclusive ownership of the Access marks or the DYNAMIC AXIO trademark, and the parties' respective rights to use those marks in accordance resolve the dispute and that the party who is charged with infringing will be given a reasonable RECIPROCAL AND MUTUAL COVENANTS with the terms of this Agreement. A. DISPUTES time to cure such allegedly infringing activities. Access and its representatives have recently voiced many concerns about the possibility of renewed confusion in the markeplace between the Access Marks. Promotional materials and website are updated regularly. In the event of a future dispute between the parties regarding any likelihood of Access has expressed concerns about the possibility of confusion in the marketplace between the Access Marks confusion between the two marks, the parties agree that they will negotiate in good faith the dispute and that the party who is charged with infringing will be given a reasonable time to c SK 99999 0067 1005075 such allegedly infringing activities. A B-LITIGATION NAME OF ENTERPRISE In any future litigation against each other or involving third parties, neither party DISPUTES shall challenge in validity, distinctiveness or the exclusive ownership of the Access marks or the In the event of a future dispute between the parties regarding any likelihood of EXCELLENT DYNAMIC AXIO trademark, and the parties' respective rights to use those marks violation of the two marks, the parties agree that they will negotiate in good faith to resolve the in accordance with the terms of this Agreement. dispute and that the party who is charged with violating will be given a reasonable time to cure DISPUTES such allegedly violating activities. In the event of a future dispute between the parties regarding any likelihood of III. SEVERABILITY confusion between violation of the two marks, the parties agree that they will negotiate in good faith to resolve the dispute and that the party who is charged with infringing violating will be given

a reasonable time to cure such allegedly infringing activities violating activities.

III. SEVERABILITY

ACTUAL RESULTS

NOVO COMPARE LITÉRA CHANGEPRO WORKSHARE PROFESSIONAL

INCORRECT RESULTS. Novo Compare incorrectly depicts changes; moved headings are shown correctly, however, text changes are depicted as complete insertions or deletions. In insertion, it incorrectly adds a paragraph C and there is no change made to the Litigation heading.

• II. → RECIPROCAL· AND·MUTUAL· COVENANTS¶

A. → DISPUTES¶

In the event-of-a future-dispute between the parties regarding any-likelihood of confusion-between the two-marks, the parties agree that they will negotiate in good faith to resolve the dispute and that the party-who is charged with infringing will be given a reasonable time to cure such allegedly infringing activities.

B. - LITIGATION

In any future litigation against each other or involving third parties, neither partyshall challenge in validity, distinctiveness or the exclusive-ownership of the Access marks or the

EXCELLENT DYNAMIC AXIO trademark, and the parties' respective rights to use those marks
in accordance with the terms of this Agreement.

B. - DISPUTES¶

In the event of a future dispute between the parties regarding any-likelihood of violation of the two marks, the parties agree that they will negotiate in good faith to resolve the dispute and that the party who is charged with violating will be given a reasonable time to cure such allegedly violating activities.

INCORRECT RESULTS. Litéra ChangePro incorrectly depicts the changes; although the results are as close to correct as possible, with the exception of the Heading move. It is shown as a deletions and insertion.

II. RECIPROCAL AND MUTUAL COVENANTS

A. DISPUTES

In the event of a future dispute between the parties regarding any likelihood of confusion between the two marks, the parties agree that they will negotiate in good faith to resolve the dispute and that the party who is charged with infringing will be given a reasonable time to cure such allegedly infringing activities.

A. B. LITIGATION

In any future litigation against each other or involving third parties, neither party shall challenge in validity, distinctiveness or the exclusive ownership of the Access marks or the EXCELLENT_DYNAMIC AXIO trademark, and the parties' respective rights to use those marks in accordance with the terms of this Agreement.

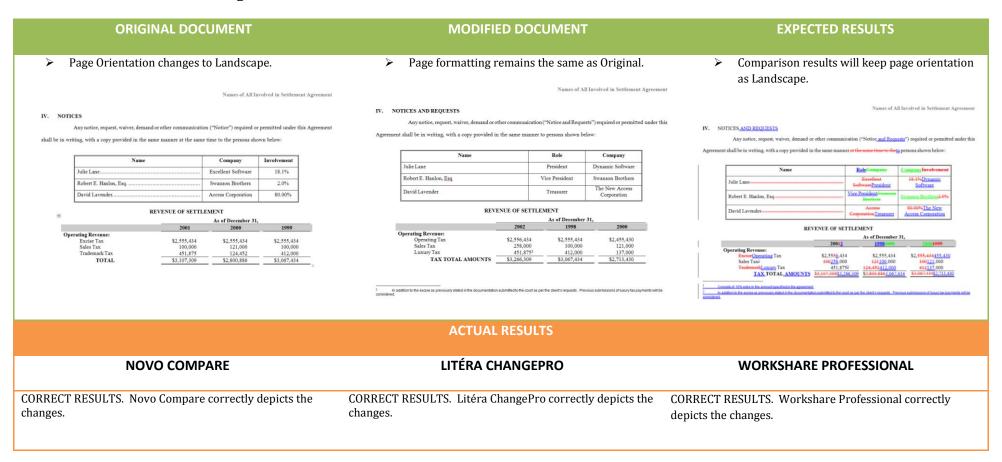
B. DISPUTES

In the event of a future dispute between the parties regarding any likelihood of violation of the two marks, the parties agree that they will negotiate in good faith to resolve the dispute and that the party who is charged with violating will be given a reasonable time to cure such allegedly violating activities.

III. SEVERABILITY

CORRECT RESULTS. Workshare Professional correctly depicts the changes.

11. PAGE ORIENTATION - Page 5:



12. SIMPLE TABLE 1 - Page 5:

ORIGINAL DOCUMENT

- ➤ Table Structure 3 columns, 4 rows.
- Column Titles: 'Name', 'Company', and 'Involvement'.
- Rows under 'Name' column contain dot leaders after each name.

Name	Company	Involvement
Julie Lane	Excellent Software	18.1%
Robert E. Hanlon, Esq.	Swanson Brothers	2.0%
David Lavender	Access Corporation	80.00%

MODIFIED DOCUMENT

- > Table Structure remains the same as Original.
- Column titles have changed to 'Name', 'Role', and 'Company'.
- Dot leaders after each name have been deleted.
- > Text in row under 'Role' column has changed.
- Text in row under 'Company' column has changed.

Name	Role	Company
Julie Lane	President	Dynamic Software
Robert E. Hanlon, Esq	Vice President	Swanson Brothers
David Lavender	Treasurer	The New Access Corporation

EXPECTED RESULTS

- Column titles to show 'Role' as an insertion in BLUE double underline, 'Company' as a move in GREEN strikethrough, move location as a move in GREEN double underline and 'Involvement' as a deletion in RED strikethrough.
- Dot leaders to show as a deletion in RED strikethrough.
- Text changes in rows to show as either insertions in BLUE double underline, deletions in RED strikethrough and 'Swanson Brothers' as a move in GREEN strikethrough, move location as a move in GREEN double underline.

Name	Role Company	<u>Company</u> Involvement
Julie Lane	Excellent Software President	18.1%Dynamic Software
Robert E. Hanlon, Esq.	Vice PresidentSwanson Brothers	Swanson Brothers 2.0%
David Lavender	Access Corporation Treasurer	80.00%The New Access Corporation

ACTUAL RESULTS

NOVO COMPARE

LITÉRA CHANGEPRO

WORKSHARE PROFESSIONAL

CORRECT RESULTS. Novo Compare correctly depicts the changes.

INCORRECT RESULTS. Litéra ChangePro incorrectly depicts the changes; it does not show moved table parts and shows all changes as insertions/deletions. CP also completely misses dot leader deletions and ignores dot leader deletion in second row.

Name	CompanyRole	Involvement Company
Julie Lane	Excellent- SoftwarePresident	18.1%Dynamic Software
Robert E. Hanlon, Esq:	Swanson-BrothersVice President	2.0%Swanson Brothers
David Lavender	Access- CorporationTreasurer	80.00% The New Access Corporation

INCORRECT RESULTS. Workshare Professional incorrectly depicts the changes; it does not show moved table parts and alters table structure by adding a fourth column to show all changes as insertions/deletions. Workshare also completely misses dot leader changes.

Name:	<u>Role</u> 0	Сотрану	Involvement
Julie-Lane-¤	President	Excellent Dynamic Software	18.1%¤
Robert E.·Hanlon, Esq□	<u>Vice-President</u> [©]	Swanson-Brothers ^{II}	2.0%¤
David·Lavender □	<u>Treasurer</u> ^{to}	The New Access Corporation	80.00%

13. COMPLEX TABLE 2/FOOTNOTES - Page 5:

ORIGINAL DOCUMENT

- ➤ Table Structure Mixed Columns, 2 columns on top of 4 columns, 7 rows.
- Column titles: '2001', '2000' and '1999.

REVENUE OF SETTLEMENT

As of December 31,		
2001	2000	1999
\$2,555,434	\$2,555,434	\$2,555,434
100,000	121,000	100,000
451,875	124,452	412,000
\$3,107,309	\$2,800,886	\$3,067,434
	\$2,555,434 100,000 451,875	\$2,555,434 \$2,555,434 100,000 121,000 451,875 124,452

MODIFIED DOCUMENT

- ➤ Table Structure remains the same as Original.
- Column Titles have changed to '2002', '1998' and '2000'.
- > Text in row under 'Operating Revenue' column has changed.
- > Text in row under '2002' column has changed.
- Text in row under '1998' column has changed.
- > Text in row under '2000' column has changed.
- Footnotes 3 and 4 have been added.

REVENUE OF SETTLEMENT

		As of December 31,	
	2002	1998	2000
Operating Revenue:			
Operating Tax	\$2,556,434	\$2,555,434	\$2,455,430
Sales Tax	258,000	100,000	121,000
Luxury Tax	451,8753	412,000	137,000
TAX TOTAL AMOUNTS	\$3,266,309	\$3,067,434	\$2,713,430

EXPECTED RESULTS

- Column titles to show '2001' as a deletion in RED strikethrough and '2002' as an insertion in BLUE double underline, '1998' as an insertion in BLUE double underline and '2000' as a move in GREEN strikethrough, move location '2000' as a move in GREEN double underline and '1999' as a deletion in RED strikethrough.
- Text changes in rows to show as either insertions in BLUE double underline, deletions in RED strikethrough and '2000' as a move in GREEN strikethrough, move location '2000' as a move in GREEN double underline.
- Footnotes to show as an insertion in BLUE double underline.

REVENUE OF SETTLEMENT

	As of December 31,			
	20012	19982000	20001999	
Operating Revenue:				
ExciseOperating Tax	\$2,5556,434	\$2,555,434	\$2,555,434455,430	
Sales Tax [⊥]	100258,000	121100,000	100121,000	
Trademark Luxury Tax	451,8752	124,452412,000	412137,000	
TAX TOTAL AMOUNTS	\$3,107,309 <u>\$3,266,309</u>	\$2,800,8863,067,434	\$3,067,434\$2,713,430	

ACTUAL RESULTS

NOVO COMPARE

LITÉRA CHANGEPRO

WORKSHARE PROFESSIONAL

CORRECT RESULTS. Novo Compare correctly depicts the changes; it is the only product that shows all of the changes with granularity.

CORRECT RESULTS. Litéra ChangePro correctly depicts the changes.

INCORRECT RESULTS. Workshare Professional incorrectly depicts the changes; it changes the table structure by adding a new column to display the insertion/deletions.

REVENUE-OF-SETTLEMENT¶

0	As of December 31,				C
D	2001 2002□	2000a	1999<u>1998</u> □	<u>2000</u> s	c
Operating Revenue:	П	п	п	п	2
Excise Operating Tax	\$ 2,555,434 2,556	\$2,555,434¤	\$2,555,434¤	\$2,455,430¤	C
	<u>,434</u> ¤				
Sales Tax ² °	100,000 <u>258,000</u> ¤	121,000¤	100,000□	<u>121,000</u> ¤	C
Trademark Luxury Tax	451,875±°	124,452¤	412,000□	137,000¤	2
TAX:TOTAL:	\$3,107,3093,266	\$2,800,886¤	\$3,067,4340	\$2,713,430¤	c
AMOUNTS 0	<u>,309</u> a				

14. EMBEDDED EXCEL SPREADSHEET - Page 6:

ORIGINAL DOCUMENT	MODIFIED DOCUMENT	EXPECTED RESULTS			
No embedded Excel spreadsheet.	Embedded Excel spreadsheet inserted.	Embedded Excel spreadsheet to show as an insertion in BLUE double underline.			
	DISCOVERY DATA. Products Jan Feb Mar Discovery \$ 150.00 \$ 200.00 \$ 300.00 Pleadings \$ 200.00 \$ 195.00 \$ 225.00 Other \$ 1,000.00 \$ 2,500.00 \$ 3,000.00 Total \$ 1,350.00 \$ 2,895.00 \$ 3,525.00	DISCOVERY DATA. Products Jan Feb Mar Discovery \$ 150.00 \$ 200.00 \$ 300.00 Pleadings \$ 200.00 \$ 195.00 \$ 225.00 Other \$ 1,000.00 \$ 2,500.00 \$ 3,000.00 Total \$ 1,350.00 \$ 2,895.00 \$ 3,525.00			
	ACTUAL RESULTS				
NOVO COMPARE	LITÉRA CHANGEPRO	WORKSHARE PROFESSIONAL			
CORRECT RESULTS. Novo Compare correctly depicts the changes.	INCORRECT RESULTS. Litéra ChangePro incorrect depicts the changes; although the chart title and image are detected as an insertion, it mistakenly includes the following paragraph title as an insertion which is incorrect. DISCOVERY DATA. Products Van Feb Mar Discovery S 1500 S 2000 D 2500 D	INCORRECT RESULTS. Workshare Professional incorrectly depicts the changes; the font size and bolding on chart title is changed. WP converts the image to a table structure. WP changes the alignment from Center to Left. WP inserts additional lines between end of table and new paragraph title. DISCOVERY DATA			

15. Table of Content - Page i:

ORIGINAL DOCUMENT	MODIFIED DOCUMENT	EXPECTED RESULTS
> Table of Content (TOC) generated on Page i.	> TOC fields updated.	Changes to updated TOC to show as an insertion in BLUE double underline.
TABLE OF CONTENTS	TABLE OF CONTENTS	BLUE double under me.
PAGE	PAGE	TABLE OF CONTENIS
I. TRADEMARK USE 3 A. AXIO 3 B. ACCESS 3 II. RECIPROCAL COVENANTS 4 A. DISPUTES 4 B. LITIGATION 4 III. SEVERABILITY 4 IV. NOTICES 5 V. ACKNOWLEDGEMENT 6	I. TRADEMARK USE	TRADEMARK USE
	ACTUAL RESULTS	
NOVO COMPARE	LITÉRA CHANGEPRO	WORKSHARE PROFESSIONAL
NO TO COMIL AIRE	LITERA CHANGEPRO	WORKSHARE PROFESSIONAL
INCORRECT RESULTS. Novo Compare incorrectly depicts the changes; it shows a complete deletion and insertion to the TOC.	CORRECT RESULTS. Litéra ChangePro correctly depicts the changes.	
INCORRECT RESULTS. Novo Compare incorrectly depicts the changes; it shows a complete deletion and insertion to	CORRECT RESULTS. Litéra ChangePro correctly depicts the	INCORRECT RESULTS. Workshare Professional incorrectly depicts the changes; insertions/deletions are displayed

16. INDEX OF TERMS - Page ii.

ORIGINAL DOCUMENT	MODIFIED DOCUMENT	EXPECTED RESULTS		
> IOT is generated on Page ii.	> IOT fields updated.	 Changes to updated IOT to show as an insertion in BLUE double underline. 		
INDEX OF TERMS PAGE governmental authority	INDEX OF TERMS PAGE exclusive trademark application	INDEX OF TERMS PAGE cclusive trademark application		
ACTUAL RESULTS				
NOVO COMPARE	LITÉRA CHANGEPRO	WORKSHARE PROFESSIONAL		
NOVO COMPARE INCORRECT RESULTS. Novo Compare incorrectly depicts the changes; the IOT page numbering is incorrect.	LITÉRA CHANGEPRO INCORRECT RESULTS. Litéra ChangePro incorrectly depicts the changes; the IOT page numbering is incorrect.	WORKSHARE PROFESSIONAL INCORRECT RESULTS. Workshare Professional incorrectly depicts the changes; the IOT page numbering is incorrect.		
INCORRECT RESULTS. Novo Compare incorrectly depicts	INCORRECT RESULTS. Litéra ChangePro incorrectly depicts	INCORRECT RESULTS. Workshare Professional incorrectly		

Results Breakdown:

Based on test areas above

AREA OF ISSUE	NOVO COMPARE	LITÉRA CHANGEPRO	WORKSHARE PROFESSIONAL
FORMATTING			
Changes (Text)	\checkmark	✓	\checkmark
Cover Page	\checkmark		\checkmark
Footer (Doc/Pg #)			
Footnotes	\checkmark	\checkmark	\checkmark
Header			\checkmark
Inverted Pyramid	\checkmark		\checkmark
Moves (text)			\checkmark
Page Border	\checkmark	✓	\checkmark
Page Orientation	✓	✓	\checkmark
FIELDS			
Index of Terms			
Table of Content		\checkmark	\checkmark

AREA OF ISSUE	NOVO COMPARE	LITÉRA CHANGEPRO	WORKSHARE PROFESSIONAL
TABLES			
Tables – Complex	\checkmark	\checkmark	
Tables – Embedded	\checkmark		
Tables – Simple	\checkmark		
DRAWING			
Text Boxes (Header)			
Vertical Text Box	\checkmark		
Total ✓	10	6	9

Scorecard:

Overall performance based on three key areas. Rating System is:

GOOD	FAIR 🔵	POOR 🧠		
KEY AREAS	NOVO COMPARE	LITÉRA CHANGEPRO	WORKSHARE PROFESSIONAL	
Comparison Accuracy				
Comparison Readability				
Formatting Preservation				