

FIRST AMENDMENT TO MEMORANDUM OF UNDERSTANDING

THIS FIRST AMENDMENT TO MEMORANDUM OF UNDERSTANDING (this "*Amendment*"), dated as of August 25, 2011, is entered into by and among the parties listed as signatories hereto (the "*Parties*").

WHEREAS, the Parties wish to amend that certain Memorandum of Understanding dated July 6, 2011, by and among the Parties hereto (the "*MOU*"), to (i) extend the deadline for establishing the Center for Copyright Information ("*CCI*") from sixty (60) days after the effective date of the MOU to September 23, 2011 and (ii) delete the first sentence of Attachment D to the MOU;

WHEREAS, Section 10(C) of the MOU provides that the Parties may amend the MOU by a written agreement signed by all parties thereto; and

WHEREAS, in accordance with such Section 10(C) of the MOU, the Parties have executed and delivered this Amendment;

NOW, THEREFORE, in consideration of the premises and the mutual promises hereinafter set forth, the Parties agree as follows:

1. The beginning of the first sentence of Section 2(A) of the MOU is hereby amended to delete the phrase, "Not later than sixty (60) days after the Effective Date (as defined in Section 8(A) below)," and insert the phrase, "Not later than September 23, 2011," in place thereof.
2. The first sentence of Attachment D to the MOU (*i.e.*, "The MPAA member companies' affiliates are entities under the control of an MPAA member company.") is hereby deleted in its entirety.
3. This Amendment, when signed and delivered by each of the Parties, shall be effective as to all of the Parties as of the date first above written. This Amendment may be amended only in accordance with the provisions of the MOU, as amended by this Amendment and as further amended from time to time.
4. As amended by this Amendment, the MOU shall continue in full force and effect in accordance with its terms.
5. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. Any of the Parties hereto may execute this Amendment by signing any such counterpart.
6. This Amendment shall be governed by, and construed and enforced in accordance with, the substantive laws of the State of New York, without regard to its principles of conflicts of laws.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, this First Amendment to Memorandum of Understanding has been executed and delivered as of the date first above written.

SIGNATORIES:

The Motion Picture Association of America, Inc.

By: _____
Name: _____
Title: _____

The Recording Industry Association of America, Inc.

By: _____
Name: _____
Title: _____

Walt Disney Studios Motion Pictures

By: _____
Name: _____
Title: _____

Paramount Pictures Corporation

By: _____
Name: _____
Title: _____

Sony Pictures Entertainment Inc.

By: _____
Name: _____
Title: _____

Twentieth Century Fox Film Corporation

By: _____
Name: _____
Title: _____

Universal City Studios LLC

By: _____
Name: _____
Title: _____

Warner Bros. Entertainment Inc.

By: _____

Name: _____

Title: _____

UMG Recordings, Inc.

By: _____

Name: _____

Title: _____

Warner Music Group

By: _____

Name: _____

Title: _____

Sony Music Entertainment

By: _____

Name: _____

Title: _____

EMI Music North America

By: _____

Name: _____

Title: _____

SBC Internet Services, Inc., BellSouth Telecommunications, Inc., Southwestern Bell Telephone Company, Pacific Bell Telephone Company, Illinois Bell Telephone Company, Indiana Bell Telephone Company, Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Wisconsin Bell, Inc., The Southern New England Telephone Company, and BellSouth Telecommunications, Inc. (the AT&T Inc. companies)

By: _____

Name: _____

Title: _____

Verizon Online LLC, Verizon Online LLC – Maryland, and Verizon Online Pennsylvania Partnership (the Verizon companies)

By: _____

Name: _____

Title: _____

Comcast Cable Communications Management, LLC

By: _____

Name: _____

Title: _____

CSC Holdings, LLC

By: _____

Name: _____

Title: _____

Time Warner Cable Inc.

By: _____

Name: _____

Title: _____