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: _____________________


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:________________________