

For good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties hereby agree as follows (the “**Letter Agreement**”):

1. NMPA shall not bring any suit (or assist any third party in bringing a suit) against Google directly arising from Google’s current practice of calculating royalties by allocating as between (i) the content on the current YouTube US service that is eligible for statutory licensing under 17 U.S.C. 115 (“**Section 115**”) and (ii) the content on the current YouTube US Services that is not eligible for licensing under Section 115, based upon a ratio of activity and in a manner to avoid the double payment of royalties. This agreement in paragraph 1 shall continue through the end of the Phonorecords IV rate period; provided that the Letter Agreement shall not take effect if the settlement of the proceeding before the Copyright Royalty Judges captioned In re Determination of Royalty Rates and Terms for Making and Distributing Phonorecords (Phonorecords IV), Docket No. 21-CRB-0001-PR (2023-2027) is not adopted by the CRJs as the rates and terms for the Phonorecords IV rate period. Notwithstanding anything to the contrary contained herein, nothing shall prevent either party from making any argument, proposal or submission in a rate proceeding before the Copyright Royalty Board.
2. Nothing in this Letter Agreement is or shall be deemed to be a statement or an agreement regarding the law or an agreement with respect to Google’s obligations under the law or under any relevant regulations. Nothing herein constitutes an admission by NMPA as to what may or may not be permitted under Section 115 or its implementing regulations. All other rights and objections are expressly reserved. Further, nothing in this Letter Agreement shall prevent NMPA from asserting, challenging, supporting, or encouraging, financially or otherwise, any claim, allegation, action, demand, proceeding or suit against Google for any reason other than specifically set forth above.
3. The Parties acknowledge and agree that this Letter Agreement shall be confidential and non-precedential, and shall not be used, offered, produced or testified about (including by any fact or expert witness) in any legal proceeding, including without limitation any Copyright Royalty Board or other rate proceeding, or used or offered as a precedent or benchmark in any claim, allegation, action, demand, proceeding or suit at any time. Notwithstanding the foregoing, either Party may disclose this Letter Agreement (i) to assert or defend its rights under this Letter Agreement, or to enforce the Letter Agreement’s terms, or (ii) if either Party is compelled pursuant to legal process to produce this Letter Agreement to any third party, including the Copyright Royalty Board, provided that the producing Party shall promptly notify the other Party of such production and the Parties will cooperate to object to such production.

[remainder of page left intentionally blank]



4. This Letter Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument. This letter agreement shall be binding on the Parties and their respective personal and legal representatives, successors, and permitted assigns.

Accepted and agreed to this 31 day of August 2022 by and among:

GOOGLE LLC

By: _____

Printed Name: _____

Title: _____

NATIONAL MUSIC PUBLISHERS ASSOCIATION

By: 

Printed Name: Danielle M. Aguirre

Title: EVP & General Counsel

