

For good and valuable consideration, including the consideration exchanged between Google and Publisher (the "**Parties**" and, individually, a "**Party**") in their voluntary license agreement concerning Google's YouTube services in the United States (such agreement, the "**YouTube US Agreement**", and such services, the "**YouTube US Services**"), the sufficiency which is hereby acknowledged, the Parties hereby agree as follows (the "**Letter Agreement**"):

1. Solely with respect to payments made by Google to the MLC under 17 U.S.C. 115 ("**Section 115**") during the Relevant Period (as defined below), Publisher 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 purportedly, based on Google's assessment, eligible for statutory licensing under 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 usage-based activity.
2. Nothing in this Letter Agreement (a) 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, (b) constitutes an admission by Publisher as to what may or may not be permitted under Section 115 or its implementing regulations, (c) shall prevent Publisher 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, with all such other rights and objections being expressly reserved, (d) shall limit Publisher's right to bring and pursue audit-related claims against Google for inaccurate accountings or inaccurate payments pursuant to the terms of the YouTube US Agreement, and (e) shall be deemed to limit the fiduciary obligations applicable to any employee of Publisher to the extent such employee serves as a member of the Board of Directors of a third party entity.
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 The Parties acknowledge and agree that this Letter Agreement shall be confidential and non-precedential, and shall not be used, offered, produced or testified about (including by any fact or expert witness) in any legal proceeding, including without limitation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 and testify about its terms (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 or testify about this Letter Agreement to any third party, including the Copyright Royalty Board, provided that the producing or disclosing Party shall promptly notify the other Party of such production or disclosure and the Parties will cooperate to object to such production and disclosure.
4. "**Relevant Period**" means the period commencing on January 1, 2021 and ending on the expiration of the current term of the YouTube US Agreement (i.e., March 31, 2023).
5. 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.

[signature page to immediately follow]



Entered and agreed to by and between the Parties on August 31, 2022.

“Google”

“Publisher”

Google LLC

Universal Music Publishing, Inc.

BY: _____

BY: David Kokakis

NAME: _____

NAME: David kokakis

TITLE: _____

TITLE: Chief Counsel

DATE: _____

DATE: 31 August 2022

