

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 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 activity and in a manner to avoid the double payment of royalties. The Parties agree to discuss in good faith an amendment to the YouTube US Agreement to more comprehensively address the accounting methodology referred to by this Paragraph 1. The Parties agree to memorialize via an amendment to the YouTube US Agreement (i) the Parties' agreement to the accounting methodology referred to by this Paragraph 1 and (ii) Google's agreement that it shall not offset overpayments to Publisher for the period from January 1, 2018 through December 31, 2020 pursuant to paragraph 5 of Exhibit B of the YouTube US Agreement, as further amended by the Parties, related to any modifications, updates, or amendments to the statutory rates applicable to Provider Audio-Only Tracks pursuant to Section 115.
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 Publisher 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 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.
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.
4. "**Relevant Period**" means the period commencing on January 1, 2021 and ending on December 31, 2027.

[signature page to immediately follow]



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.

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

“Google”

“Publisher”

Google LLC

Warner Chappell Music, Inc.

BY: _____ 2022.08.31

BY: _____

Philipp Schindler
Philipp Schindler
Authorized Signatory

17:21:53

NAME: Natalie Madaj

TITLE: SVP, Global Digital

DATE: _____ -07'00'

DATE: August 30, 2022

