

YOUTUBE/GOOGLE CONTENT IDENTIFICATION AND CLAIMING SYSTEM

“CLAIM YOUR CONTENT”

WHITE PAPER

I. Introduction

1. Overview

At all times during the Term, YouTube/Google shall facilitate and maintain content identification services in accordance with this Exhibit [___]. It is the intent of the parties that these content identification services will enable PARTNER to easily identify audio and audiovisual materials on the Video Service that are owned or controlled by PARTNER, and enable PARTNER to elect in each case to either (A) license the content to YouTube/Google in connection with the Video Service on the terms and conditions prescribed in the Agreement or (B) remove it from the Video Service (the “Election”). The content identification services shall consist of a three step process outlined in summary form immediately below and described in further detail in this exhibit:

- a. Video Hashing. YouTube/Google will create and retain a unique MD5 hash of each file that is identified during the Term as Blocked Content (as defined below) or that is removed from the Video Service due to an allegation of copyright infringement. YouTube/Google will block any files uploaded during the Term that match any of the MD5 hash(s) of any previously removed file.
- b. Audio Fingerprinting. For PARTNER content that is not identified by Video Hashing, YouTube/Google will employ audio fingerprinting technology to identify PARTNER content uploaded to the Video Service during the Term. In the event that a file is identified as containing audio content owned or controlled by PARTNER, PARTNER shall have the option to make the Election.
- c. Text & Tag Searching. For PARTNER content that is not identified by Video Hashing or Audio Fingerprinting, YouTube/Google will supply PARTNER with access to the Search & Claim Tool (as defined below) and shall run PARTNER Searches (as defined below) on behalf of PARTNER.

Deleted: Content Identification Claiming Filtering and Blocking (CLEAN 11.18.06)

DATE: 12/10/08
DEPONENT: Chastagnol

EXHIBIT# 2

CASE: Viacom, et al., v. YouTube, et al., The Football Association Premier League, et al., v. YouTube, et al.,
Case Nos. 07-CV-2203 and 07-CV-3582
A. Ignacio Howard, CLR, RPR, CSR No. 9830

PARTNER will receive a list of Text Search Matches (as defined below) for PARTNER's review through the Search & Claim Tool. In the event that PARTNER identifies a file as containing audio or audiovisual content owned or controlled by PARTNER, and designates its ownership or control through the Search & Claim Tool, PARTNER shall have the option to make the Election. Once a file is identified by PARTNER via the Search & Claim Tool as PARTNER content, the file will automatically be audio fingerprinted and added to the audio fingerprint library so future uploads of the file can be detected automatically via the audio fingerprint process described herein.

2. Blocked Content

- a. The parties agree that PARTNER will create a list of Blocked Content. "Blocked Content" shall mean any PARTNER content that PARTNER provides to the Fingerprint Vendor and designates as "Blocked" in the metadata associated with the PARTNER fingerprints. This list may be updated by PARTNER from time to time by providing a revised Blocked Content list to the Fingerprint Vendor (as defined below). YouTube/Google shall, acting on PARTNER's behalf, instruct the Fingerprint Vendor to promptly (and, no later than five (5) business days following the receipt by the Fingerprint Vendor of a revised Blocked Content list from, or on behalf of, PARTNER) incorporate any revisions to the Blocked Content list in the metadata provided by the Fingerprint Vendor to YouTube/Google along with the Fingerprint Matches.
- b. PARTNER agrees to designate as "Blocked Content" all PARTNER owned or controlled audio content with respect to which PARTNER has not obtained all necessary rights with respect to use of User Generated Content on the Service, including guild and union payments, synchronization rights and any required reproduction rights (for server copies, hosting, encoding, etc...).

3. User Generated Videos

- a. "User Generated Videos" shall mean those videos on the Video Service that are uploaded by a user of the Video Service and which PARTNER (or its authorized agent) or the Fingerprint Vendor determines contain PARTNER content that is not Blocked Content. For the avoidance of doubt, User Generated Videos shall include (a) Fingerprint Matches (as defined below) that do not match the fingerprint of any Blocked Content and (b) Text-Search Matches (as defined below) determined by PARTNER (or its authorized agent) to contain PARTNER content that is authorized via the Search & Claim Tool for use on the Video Service.
- b. YouTube/Google shall assign a unique identifier to each User Generated Video.

II. Monitoring Processes

1. Acoustic Fingerprinting

PARTNER shall deliver (or shall have already delivered) to the Fingerprint Vendor copies of its digital content files or fingerprints of its digital audio content that can be used to detect matching PARTNER content in videos on the Video Service. As of the Effective Date, the Fingerprint Vendor is a third-party company called Audible Magic, but the Fingerprint Vendor could change during the Term at YouTube/Google's sole discretion upon reasonable notice to PARTNER. The Fingerprint Vendor shall store the audio fingerprints of the PARTNER content in the YouTube/Google fingerprint library. PARTNER may deliver additional digital content or audio fingerprints to the Fingerprint Vendor throughout the Term to enhance the YouTube/Google fingerprint library of audio fingerprints. PARTNER acknowledges that the success of the audio fingerprinting efforts depends on PARTNER's delivery of digital files or fingerprints to the Fingerprint Vendor.

As part of the YouTube/Google general submission process for the Video Service, the audio portion of each file an end user attempts to upload to the Video Service shall be extracted from the video file as it is uploaded to the Video Service, and sent to the Fingerprint Vendor to compare against the YouTube/Google fingerprint library.

Any video that contains audio identified as a PARTNER audio recording by the Fingerprint Vendor shall be deemed to be a "Fingerprint Match." The Fingerprint Vendor shall, using the list of Blocked Content provided by or on behalf of PARTNER, identify Fingerprint Matches containing Blocked Content with a specified tag in the applicable fingerprint's metadata. The Fingerprint Vendor shall return Fingerprint Matches to YouTube/Google on an ongoing basis, multiple times throughout each day. For any Fingerprint Match that contains metadata indicating that the audio portion of such video contains Blocked Content, 97% percent of the time the Blocked Content in the audio portion of such video shall be removed from the Video Service within two (2) business days or less.

In the event Fingerprint Matches do not contain metadata indicating that the video contains Blocked Content, the corresponding PARTNER content shall thereafter be deemed to be licensed by PARTNER in connection with the Video Service, and shall be assigned a unique identifier by YouTube/Google in accordance with a mutually agreed process developed by the parties.

YouTube/Google shall run the following "legacy" videos against the Fingerprint Vendor's database of fingerprints on the following schedule:

Action	no	later	Legacy video scan
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than	
Launch +120 days	All videos in all categories with over 10,000 views

2. Text & Tag Searching

YouTube/Google shall provide a tool (the "Search & Claim Tool") that gives PARTNER the ability to define in an XML feed to YouTube/Google specific automated metadata text searches (or queries) comprised of PARTNER keywords, in each case, as may be updated by PARTNER from time to time by modifying the queries in the XML feed ("PARTNER Searches"). YouTube/Google shall run such PARTNER Searches at a frequency determined by PARTNER (but no more than once daily). The Search & Claim Tool shall also provide PARTNER with the ability to run PARTNER Searches on a one-off basis, or in connection with a particular event (e.g. relating to a particular actor/artist performance broadcast on a television awards program like the VMA's or Academy Awards). PARTNER may also use the Search & Claim Tool to modify (e.g. change, add or delete) the specific PARTNER Searches at PARTNER's sole discretion. PARTNER may experiment in its sole discretion to optimize the PARTNER Searches. YouTube/Google shall cooperate with PARTNER and use commercially reasonable efforts to work with PARTNER to optimize the PARTNER Searches throughout the Term.

YouTube/Google shall run the PARTNER Searches to locate, on PARTNER's behalf, any videos on the Video Service whose title metadata or tag metadata information matches any PARTNER Search ("Text-Search Match") for the purpose of identifying videos on the Video Service containing PARTNER content and not captured by the Audio Fingerprinting process. The URLs and corresponding thumbnail images for all of the Text-Search Matches shall be available for review by PARTNER (or its designated agent) through the Search & Claim Tool. PARTNER (or its designated agent) may, but shall not be required to, review the videos located at such URLs to determine and designate whether any such videos include audio content, visual content or both that is PARTNER content.

YouTube/Google shall via the Search & Claim Tool enable PARTNER to easily communicate to YouTube/Google that any Text-Search Match contains PARTNER content and shall enable PARTNER to easily make the Election with respect to any such video(s). In the event there is PARTNER content in a video, and PARTNER elects to designate such content as "Blocked Content" hereunder, YouTube/Google shall act expeditiously (i.e. 97% of the time within two (2) business days or less from receipt of such notification) to remove, or disable access to, the Blocked Content. In the event the PARTNER elects to designate such Partner content as licensed for use in connection with the Video Service, the video shall thereafter be deemed to be a User Generated Video under the Agreement and Partner shall be compensated accordingly.

In the event YouTube/Google's removal of PARTNER content from the Video Service as contemplated hereunder results in a "Counter Notice" from an End User that complies with 17 USC Section 512(g)(3) of the Digital Millennium Copyright Act claiming in good faith that a mistake occurred and the End User in fact has all necessary rights and permissions to upload the applicable video, PARTNER agrees to cooperate in good faith with YouTube/Google to resolve the dispute appropriately.

YouTube/Google shall create an audio fingerprint corresponding to each video that PARTNER identifies using the Search & Claim Tool as containing PARTNER content (for which the Fingerprint Vendor does not already have a corresponding audio fingerprint), which audio fingerprint shall be added to the YouTube/Google fingerprint library against which all newly uploaded videos will be compared. Any future Fingerprint Matches for that fingerprint shall be accorded the same status (e.g. Blocked Content or User Generated Video) as PARTNER designated through the Search & Claim Tool described in this section.

3. Video Hashing

As part of the YouTube/Google general submission process, each video uploaded to the Video Service shall be compared against a library of hash files stored by YouTube/Google. For any file that has been previously removed from the Video Service at PARTNER's request (because such file contained PARTNER-owned content not authorized for use in connection with the Video Service), additional submissions of an identically hashed file ("Video Match") shall not be made available on the Video Service, unless otherwise agreed by PARTNER in writing. For any file that has been previously designated as a User-Generated Video, additional submissions that are a Video Match will also be designated as a User-Generated Video and treated accordingly under the Agreement.

4. Unique Identifiers and Reporting of User-Generated Videos

All User-Generated Videos shall be given a unique identifier that corresponds to the applicable PARTNER content embodied therein, in accordance with a mutually agreed process, which unique identifier shall be reported to PARTNER with all required reporting under this Agreement.

5. Miscellaneous

Throughout the term, PARTNER shall not "claim" through the Search & Claim Tool or include on the Blocked Content list any audio recording that PARTNER does not own and/or control.