

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK

IN RE LITERARY WORKS IN ELECTRONIC
DATABASES COPYRIGHT LITIGATION

MDL No. 1379

AMENDMENT TO THE SETTLEMENT AGREEMENT

1. Paragraph 4.b of the Settlement Agreement shall be amended by adding the following before the period:

; except that any claim that would otherwise be a valid Category B claim shall be reclassified and paid as a Category A claim if the claimant registered copyright in the Subject Work prior to the licensing and delivery of that Subject Work, by any defendant, to Amazon.com or Highbeam (aka Highbeam Research). A schedule of the dates of availability is being delivered to the Claims Administrator and to Class Counsel.

2. Paragraph 13.b shall be amended by adding the following after the final period:

The parties to this Settlement Agreement expressly confirm that the license conveyed by this Settlement Agreement permits each Participating and Supplemental Participating Publisher and their permitted licensees (including the Database Defendants), successors and assigns, to electronically license on a nonexclusive basis any Subject Work that was allegedly infringed by it to any person, including parties who are not Defense Group Members, and to grant such licensees a right to sublicense.

3. All class members who submitted claims and who did not exercise their "takedown" rights under Paragraph 5.a. as to all Subject Works for which they have submitted claims, will be notified with respect to this Amendment to the Settlement Agreement, and will thereafter be afforded a second opportunity to exercise their takedown right, so long as the second takedown right is exercised by September 30, 2005. This paragraph is subject to the provisions of Paragraph 5 of the Settlement Agreement.

4. Paragraph 8 shall be amended by adding the following subparagraph 8.g:

Notwithstanding anything to the contrary in the foregoing, the Defense Group shall be responsible for the payment of ad space, in the amount of \$54,190.74, incurred by publication in newspapers that were unwilling to carry the Summary Notice free of charge, i.e., the Pittsburgh Post Gazette, Columbus Dispatch (Columbus, OH), Times-Piscayune (New Orleans, LA) Buffalo News, Daily Journal (Albuquerque, NM), The Oklahoman, and Providence Journal, except that such payment shall be made from the \$10 million minimum settlement payment if the Defense Group's total financial obligation under this Agreement does not exceed \$10 million (including any cost for publication of the Canadian Summary Notice).

5. The Confidential Supplemental Agreement Regarding Opt-Outs referred to in Paragraph 10 of the Settlement Agreement has been amended to increase the threshold number of opt outs by the number in that amended confidential supplemental agreement.

6. Plaintiffs will present this Amendment to the Court for its preliminary approval, along with a proposed Order. In seeking preliminary approval of the settlement as amended, plaintiffs will ask the Court to approve a supplemental notice, to be published prominently on the official web site, www.copyrightclassaction.com, on the web sites of the Associational Plaintiffs; by individual email to all class members who have submitted claims, opted out of the settlement, objected to the settlement, submitted comments on the official web site, and who received the original Notice of Class Action Settlement by email; and by first class mail to those class members who were previously sent notice by first class mail which was not returned. In addition, publication notice will be made one time in the New York Times national edition. The Class will be given an additional 30 days from the date of the supplemental notice to opt out of, object to or, if already opted out, opt back in to the settlement. Plaintiffs will request that the Court reschedule the final fairness hearing for a date that is as close as possible to two weeks after the end of the 30 day supplemental notice period. Plaintiffs' Motion for Final Settlement

Approval and all supporting papers shall be due one week prior to the rescheduled final fairness hearing date. Defendants will not oppose plaintiffs' requests set forth in this Paragraph 6.

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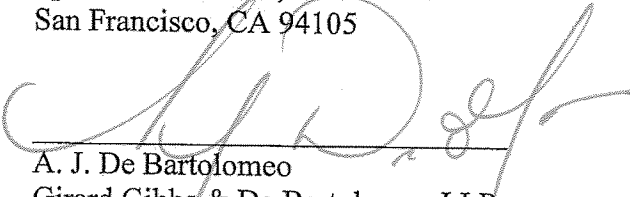
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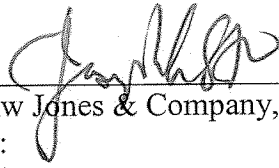
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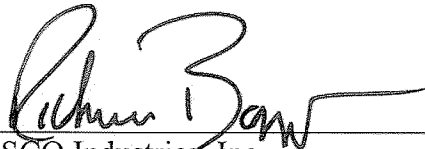
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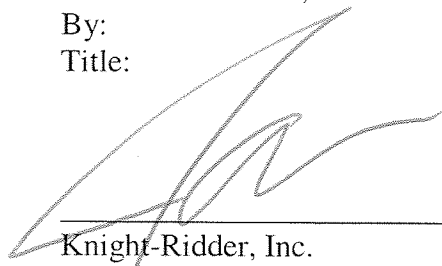
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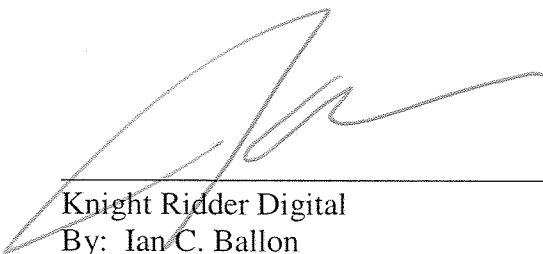
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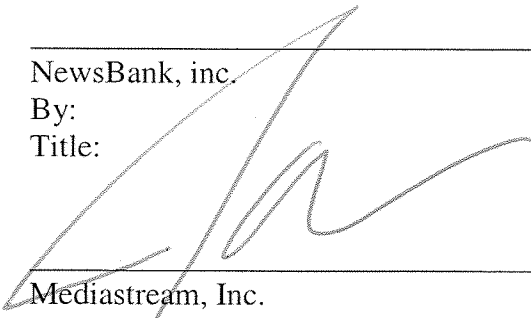


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