> > Yeah, this makes sense to me ... let's add it to the list of community > > > feature requests for Virginia? >>> >>> On 7/17/07, Damien Estreich < estreich@youtube.com> wrote: >>> >>>> I think something we need to work on a little is the private videos >>>> feature, apparently there has been a recent change? Honestly the entire >>> process has always confused me. I think we need an additional setting for >>>> private videos, we have 'Friends', 'Family' and we should have >>> 'Subscribers', and the vid would need to appear in the subscription center, >>>> at the moment you can never see the vid unless you're sent it. >>>> >>>> Any thoughts on my random jibberish? heh >>>> >>>>D >>>> >>>> >>>> On 7/17/07, gfn wrote: >>>>> >>>> Hello Sir, >>>>> >>>> I am sorry to bother you, but I was wondering if you could tell me >>>> why YouTube has so drastically changed it's Private video settings? I mean, >>>> now if a video is private we can only let 25 people at a time have access to >>>> it? One of the things I like doing is making most of my vids private and >>>> then allowing only my subscribers to see them; now that's not an option. I >>>> was wondering if there was something I could do or write to in order to see >>>> if I could have the power to allow just my subscribers to see my private >>>> vids? Please help me if you can; you're the only one I've written to at >>>> YouTube who ever seems to respond to me directly. >>>>> >>>> Thank you so much, >>>>> >>>>> >>>>> >>>>> >>>>> >>>> Ready for the edge of your seat? Check out tonight's top picks<http://us.rd.yahoo.com/evt=48220/*http://tv.yahoo.com/>on Yahoo! TV. >>>>> >>>> >>>> >>>> >>>> >>>> Ytcommunity mailing list >>>> >>> https://mailman.corp.google.com/mailman/listinfo/ytcommunity >>>> >>>> >>> >>> >>> Ytcommunity mailing list >>> >>> https://mailman.corp.google.com/mailman/listinfo/ytcommunity >>> >>> >> >>

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>> --> > YouTube > > Content Safety, Quality, and User Advocacy Dept. > > phone > > cell >> email jhavens@youtube.com >>_ > > Ytcommunity mailing list >> > > https://mailman.corp.google.com/mailman/listinfo/ytcommunity > > > > > > > > https://mailman.corp.google.com/mailman/listinfo/ytcommunity > >

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Redacted at the request of Defendants pending a meet and confer and, if applicable, further action of the Court.

PAGES SJA-414 TO SJA-416 LEFT INTENTIONALLY BLANK

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To:	"Sakina Arsiwala" <sakina@google.com>, "Luis Garcia" <luisg@google.com>,</luisg@google.com></sakina@google.com>
"shashis@google.com" <	shashis@google.com>, "Matthew Blain" <mblain@google.com>, "Shiva Rajaraman"</mblain@google.com>
<shivar@google.com>, ".</shivar@google.com>	James Byme" <jbyme@google.com>, "jmayo@google.com" <jmayo@google.com>,</jmayo@google.com></jbyme@google.com>
"ajakovleski@google.con	n" <ajakovleski@google.com>, "Tara Green \(taragreen\)" <taragreen@google.com>,</taragreen@google.com></ajakovleski@google.com>
"Susan Humphries" <sus< th=""><th>anhumphries@google.com>, "Crid Yu" <crid@google.com>, "Jacquie Duncan"</crid@google.com></th></sus<>	anhumphries@google.com>, "Crid Yu" <crid@google.com>, "Jacquie Duncan"</crid@google.com>
<jduncan@google.com>,</jduncan@google.com>	"dick soule" <rhsoulejr@yahoo.com></rhsoulejr@yahoo.com>
From:	"Jenny Stefanotti" <jstefanotti@google.com></jstefanotti@google.com>
Cc:	
Bcc:	
Received Date:	2007-06-08 21:57:58 GMT
Subject:	Meeting Notes: YouTube APLA Monetization

YouTube Monetization Meeting Notes June 4, 2007

Action Items/Next Steps:

- (Jenny/Crid/Sakina) Map ad products and countries - which are most appropriate

- (Jenny) schedule meeting with ad and operations leads to determine

preliminary operating model circulate back to the broader team

- (Jenny) schedule follow up with broader team

Attendees:

- YouTube: Dick Soule: YT International Sales Liaison, Shashi Seth: YT Group Product Mgr (Ads), Matthew Liu: YT Product Manager (Ads, Search PV=, PYV), Jamie Byrne: YT Marketing, Alex J: YT Sales Operations Team Lead, =eff Mayo: Mgr YT Sales Operations, Sakina Arsiwala: YT International PM, Lui= Garcia: YT Latam PM

- APLA: Tara Green: Mgr APLA Sales Operations, Susan Humphries: Manager, Consumer Product Specialist, Crid Yu: APLA Branding Lead, Jacqu=e Duncan: Head of VMG, Jenny Stefanotti, Special Projects

YouTube Ad Products

Three distinct advertising opportunities:

1. Engagement Platforms: platform enabling advertiser to engage with community, e.g. brand channels. Advertisers will advertise on site to drive traffic to their brand channels.

2. Scalable Video: home and search page PVA, also allows engagement with community

3. Sponsorships:

- Video contests, e.g. advertiser creates idea, users submit

videos. Developing contest platforms to allow user to submit video, advertiser moderates entries, enables voting by the community.

Self service

tools. Similar to brand channels, just need commitment to spend elsewhere.

- Large scale contests for the YouTube community are done by the marketing team, ad team finds a sponsor. Limited number executes tea=h year. Gotten a ton of heat that programs have only been open to



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US users,

huge demand to participate outside the US. Would need to hire market=ng team to do this. Built on same tools as contests that any advertiser= / user can do

Specific Ad Products

 Home page PVA: click to play ad, allows for connection and engagement with community, sold on a reservation basis per day, on the h=me page for an entire day, engages community as a whole but isn't targeted
 Brand Channels: Enhanced look and feel on standard channels

- Given away to advertisers who spend over a certain amount on

ads elsewhere on the site, \$100k-\$250k based on features available on channel.

- Several tiers of channels bring more features to advertisers

spending more

- Advertiser manages, all self service, scalable approach

- PVA for search: (launching July 1) click to play ad on search results page (today has two banners to be replaced with click to play vi=eo ad)

- Search represents 50% all YT PVs

- Represents largest component for monetization this year

- Classify search term as content vertical, allows vertical

targeting in the search ads.

- Content verticals vs. keyword targeting since advertisers are

looking for branding not direct response

- Allows targeting by vertical, demographic, geography, time of

day, to some extent keyword targeting if it's a brand keyword

- Reservation based but with auction based back fill

- Will have all community features. Will also allow more

advanced targeting and community metrics

- Demographics done off user registration information

- In-Stream Video Ads: (launching late Q3) in premium content and user content in the partner program. Potentially get rid of banner ads entir=ly at that time. Doing tests now. Looking at graphical in video units, graphical overlays instead of video, could appeal to broader market that does not have video. Advertising is in player itself

- Promote Your Video (PYV): bigger vision to allow content partners and users to promote videos to drive traffic. Auction system for promot=on on various places on the site: categories, watch pages, search

- For Sale: ability for partners to monetize content

- Marketplace: to create video ads and use on YouTube

Internationalization of Ad Products:

- Product would love for teams to bring advertisers in who'd be

willing to engage with teams in giving feedback

- In US building media programs so sales teams can just pitch

bundles. Can do custom on rare occasion.

- \$250k is ok for advertiser commitment in US, may be too much outside the US

- Up to us to modify policies for specific countries, but want to be scalable

- Have very limited initial launch in each country, could do custom deals while we figure out self service model for broader advertisers

Need some sort of product specialist role who is very creatively

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minded, sales team comes to marketing team for consultative sales advice=to use tools creatively

- Sketchies, YouTube created contests... couldn't do at launch outside the US.

- Branded advertiser channel is #1 ask and contests

Advertising Operations

- How team is set up:

 Experts on channels, contests, understand how to turn on
 Sales person gathers info through RFP or meeting with advertiser, pre planning process. Jeff's team provides inventory information, units of video. Then pitches the client

- After sale, order goes into one of Jeff's regionalized teams for fulfillment, ops goes into doubleclick inventory and reserves.

Team comes

in with assets from agency and execute campaign in doubleclick.

- Takes calls from agencies on optimization, strategist and account manager rolled into media coordinator role, works with agency on the =ack end

- Right now have regional people in the US. They can support international initially. Vision is to have swat teams in US to be avail=ble for international sales roll outs.

Longer term

- Marketing has a packaging group to pull together inventory (YT and Google network) for sales teams to sell to client, based on needs, could proactively push out to high potential verticals. Also may do reactive stuff reacting to an RFP, customize. Could potentially have a sales per=on put together program with account manager.

Current APLA DSO Teams

- Equivalent of Region 4 in EMEA, up to 15 offices in 10 countries, scouts in many more

- Just now creating robust DSO organizations

- Only go 3 roles deep in a pod vs. up to 7 in naso - sales manager, maximizer, customer service

- Starting to put in a few account coordinators for paperwork

- Just starting to verticalize, just hiring vertical heads, industry

marketing, vertical operations teams. No country will be fully vertical=zed for the next few years

- 2-4 pods in most countries, supporting multiple verticals

- 5 pods in Australia covering multiple verticals

- China building out before revenue but capped at 6 pods

- Can't get regional teams in most apac countries bc of language, can get some in English and Spanish speaking Latin America

- AUS only market where not the case, young stage three market, trying

to evolve from service org to where UK is but probably 2 years behind. Would market the most sense to start here, most built out and mature DSO organization

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APLA traffic stats

- April watch pages: Brazil at almost 400M watch pages per month, followed by Mexico, Australia, Hong Kong, Taiwan, and Argentina - Limited opportunity in China and Korea - huge potential markets but traffic isn't there. Need product focus before monetization

Inital Thoughts

- Only launching in Brazil on June 19 rest of countries do not yet have launch dates
- Figure out what is suite of products we want to offer to each tier of countries (AI for Jenny/Crid)

- Could train product specialist / PMM role to support in country teams

- Move into existing pod structure
- Hire 1-2 dedicated YouTube people in country
- Elsewhere train existing pods
- Phased approach before can hire and train people

Jenny Stefanotti

Asia Pacific & Latin America Operations I Google, Inc. jstefanotti@google.com I

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To: From: Cc: Bcc: Received Date: Subject: "David Eun" <deun@google.com> "Jordan Hoffner" <jhoffner@google.com>

2007-05-21 22:33:55 GMT Re: Search vs. Watch page revs

Dave:

I got into this a bit with Jamie and I spoke with Jeff on this and he admits that it is a more of a "floor" of a monetization model and it doesn't get too in depth as it measures watch pages and what consumers are watching in a current state of YouTube as opposed to number of monetizable videos in the index and what we could be doing to maximize the opportunities with the site (like promote your video, new and better browsing and categorizing, etc.)

I plan on doing a strategic deck once I get some more answers, but the quick read for Omid's meeting is that basically we need to get more videos in the index. This means BOTH monetizable via partners and user unmonetizable. (There is a third bucket down below we need to attack aggressively as well). We need this to get more inventory so that the search numbers continue to go up (concept of unlimited choice rings true here) and more watch pages occur.

Implications for partners:

Theoretically, if we incentivize partners with a bigger revenue share or other economic considerations like a guarantee, they would be more inclined to add more content. More content = more search. We would also be able to add more promotion inventory as we would be adding more watch pages to help discovery. However, given that the average # of views per partner's content is pretty low to date, we will have to be careful on what we guarantee if we go that way. Given the economic mix I see, we should be more aggressive on the split in the very least.

Online Sign-up: An opportunity

Another way to get more monetizable inventory in the index is to aggressively expand our torso efforts to online sign-up. While Cliff and team are doing a great job, they are limited by hours in the day and days in the week. Adsense was able to scale as they were able to create an online signup mechanism and then have some manual verification. We are working toward this over the summer, so this is timely. One example is the video we saw at the offsite with the guy who did the Virgin Mary mosaic with peanut butter and jelly sandwiches. That is 400,000 views wasted. You add that up to thousands of users who can come up with creative videos and that is an economic system in itself. If you improve targeting with better metadata forms for the partners/users to fill out and leverage buying and best practices through the adwords system, then you have something. (Skippy peanut butter should be sponsoring something like that and at a higher cpm than \$8 since it is so relevant).

Other factors to consider:

Aside from better targeting, there is category sponsorship and integration through other Google products and services that can help get us there, but without more videos in the index and a robust search, those factors can't quite help us drive significant revenue. For example, what good is a category for an advertiser to sponsor if there aren't enough videos in that category to support a meaningful ad buy. Fitness is an example, but it is pretty generic. If we had 100K videos on weight loss techniques, that is

DATE: 2.12.09

EXHIBIT# 22

DEPONENT: LOCDESTANI 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, CSR, RPR, CCRR, CLR, No. 9830

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Expert - Advertising

G00001-00237661

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something a sponsor could get behind because it has depth and breadth within the category.

Let me know if you need pages for Omid's meeting.

On 5/20/07, David Eun <deun@google.com> wrote:

> -ل <

> Pls make this a priority for tmr. If we believe it's all about Search,

> then what are the strategic implications for premium content inventory and > deals?

> 0

They dropped a pretty big bomb with this analysis. Let's double check to
 make sure everyone feels comfortable with the assumptions and then come up
 with a point of view from a partnerships perspective in response.

> If we believe the assumptions are generally right, then we shouldn't be

> continuing on the path we're on for Content deals with premium partners,

> should we?

>

> D-

>

> ----- Forwarded message ------

> ------ Forwarded message ------> From: David Eun <deun@google.com>

> Date: May 20, 2007 3:07 PM

> Subject: Search vs. Watch page revs

> To: Shashi Seth < shashis@google.com>, Jamie Byrne <jbyrne@youtube.com>,

> Jordan Hoffner <ihoffner@google.com >

>

> All, >

> I know we were all super busy last week with the Conference, but I did

> want to remind you of my request to revisit the ad rev generation analysis.

> Do you still feel comfortable with me communicating that how much stronger > search results are going to be vs. watch pages for ad revenue generation?

> Your first cut showed a very, very dramatic difference between the two.

> Do you still feel comfortable with the assumptions? Pls send me the

> analysis and any assumptions that you've modified.

I'm off to London in a few hours and have Omid's offsite on Wednesday
 where we'll be discussing YT Monetization among other things.

>

> Thanks!

> Dave

>

> ---

> David Eun

> NY: 212-565-8070

> CA: 650-253-1993

> >=

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>

Jordan Hoffner Head of Premium and Information Content Partnerships--YouTube Google 1000 Cherry Ave San Bruno, CA 94066 W

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B. In order to access some features of the Website, you will have to create an account. You may never use another's account without permission. When creating your account, you must provide accurate and complete information. You are solely responsible for the activity that occurs on your account, and you must keep your account password secure. You must notify YouTube immediately of any breach of security or unauthorized use of your account. Although YouTube will not be liable for your losses caused by any unauthorized use of your account, you may be liable for the losses of YouTube or others due to such unauthorized use.

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4. Intellectual Property Rights

The content on the YouTube Website, including without limitation, the text, software, scripts,

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5. User Submissions

A. The YouTube Website may now or in the future permit the submission of videos or other communications submitted by you and other users ("User Submissions") and the hosting, sharing, and/or publishing of such User Submissions. You understand that whether or not such User Submissions are published, YouTube does not guarantee any confidentiality with respect to any submissions.

B. You shall be solely responsible for your own User Submissions and the consequences of posting or publishing them. In connection with User Submissions, you affirm, represent, and/or warrant that: (i) you own or have the necessary licenses, rights, consents, and permissions to use and authorize YouTube to use all patent, trademark, trade secret, copyright or other proprietary rights in and to any and all User Submissions to enable inclusion and use of the User Submissions in the manner contemplated by the Website and these Terms of Service; and (ii) you have the written consent, release, and/or permission of each and every identifiable individual person in the User Submission to use the name or likeness of each and every such identifiable individual person to enable inclusion and use of the User Submissions in the manner contemplated by the Website and these Terms of Service. For clarity, you shall retain all of your ownership rights in your User Submissions. However, by submitting the User Submissions to YouTube, you hereby grant YouTube a worldwide, non-exclusive, fully paid-up, royalty-free, irrevocable, perpetual, sublicenseable and transferable license to use, reproduce, distribute, prepare derivative works of, display, perform and otherwise exploit the User Submissions in connection with the YouTube Website and YouTube's (and its successor's) business, including without limitation for promoting and redistributing part or all of the YouTube Website (and derivative works thereof) in any media formats and through any media channels. You also hereby grant each user of the YouTube Website a non-exclusive license to access your User Submissions through the Website, and to use, reproduce, distribute, prepare derivative works of, display and perform such User Submissions as permitted through the functionality of the Website and under these Terms of Service,

C. In connection with User Submissions, you further agree that you will not: (i) submit material that is copyrighted, protected by trade secret or otherwise subject to third party proprietary rights, including privacy and publicity rights, unless you are the owner of such rights or have permission from their rightful owner to post the material and to grant YouTube all of the license rights granted herein; (ii) publish falsehoods or misrepresentations that could damage YouTube or any third party; (iii) submit material that is unlawful, obscene, defamatory, libelous, threatening, pornographic,

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D. In particular, if you are a copyright owner or an agent thereof and believe that any User Submission or other content infringes upon your copyrights, you may submit a notification pursuant to the Digital Millennium Copyright Act ("DMCA") by providing our Copyright Agent with the following information in writing (see 17 U.S.C § 512(c)(3) for further detail):

(i) A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;

(ii) Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;

(iii) Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled and information reasonably sufficient to permit the service provider to locate the material;

(iv) Information reasonably sufficient to permit the service provider to contact you, such as an address, telephone number, and, if available, an electronic mail;

(v) A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and

(vi) A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

YouTube's designated Copyright Agent to receive notifications of claimed infringement is: Heather Gillette, 71 E. Third Avenue, 2nd Floor, San Mateo CA 94401, email: copyright@youtube.com, telephone: 650 343-2960, fax: 650-343-2983. For clarity, only DMCA notices should go to the Copyright Agent; any other feedback, comments, requests for technical support, and other communications should be directed to YouTube customer service through http://www.youtube.com/contact.php. You acknowledge that if you fail to comply with all of the

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E. You understand that when using the YouTube Website, you will be exposed to User Submissions from a variety of sources, and that YouTube is not responsible for the accuracy, usefulness, safety, or intellectual property rights of or relating to such User Submissions. You further understand and acknowledge that you may be exposed to User Submissions that are inaccurate, offensive, indecent, or objectionable, and you agree to waive, and hereby do waive, any legal or equitable rights or remedies you have or may have against YouTube with respect thereto, and agree to indemnify and hold YouTube, its Owners/Operators, affiliates, and/or licensors, harmless to the fullest extent allowed by law regarding all matters related to your use of the site.

F. YouTube permits you to link to Your own User Submissions hosted on the website or User Submissions of other third parties available on the Website, for personal, non-commercial purposes only. In addition, YouTube provides an "Embeddable Player" feature, in which you can incorporate certain User Submissions on your own personal, non-commercial websites, provided that you include a prominent link back to the YouTube website on the pages containing the Embeddable Player. You understand that the User Submissions, whether or not linked or embedded into other web sites, are provided to You only on an as-available basis, and YouTube does not guarantee that their availability will be uninterrupted or bug free. YouTube reserves the right to discontinue any aspect to the YouTube Website at any time, including discontinuing any linked or embedded Content either generally or in specific cases.

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YOU AGREE THAT YOUR USE OF THE YOUTUBE WEBSITE SHALL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, YOUTUBE, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE WEBSITE AND YOUR USE THEREOF. YOUTUBE MAKES NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THIS SITE'S CONTENT OR THE CONTENT OF ANY SITES LINKED TO THIS SITE AND ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, (II) PERSONAL INJURY OR PROPERTY DAMAGE. OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF OUR WEBSITE. (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN. (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM OUR WEBSITE. (IV) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH OUR WEBSITE BY ANY THIRD PARTY. AND/OR (V) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED. EMAILED. TRANSMITTED. OR OTHERWISE MADE AVAILABLE VIA THE YOUTUBE WEBSITE. YOUTUBE DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE YOUTUBE WEBSITE OR ANY HYPERLINKED WEBSITE OR FEATURED IN ANY BANNER OR OTHER ADVERTISING. AND YOUTUBE WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES. AS WITH THE PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE.

7. Limitation of Liability

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IN NO EVENT SHALL YOUTUBE, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS, BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER RESULTING FROM ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF OUR WEBSITE, (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM OUR WEBSITE, (IV) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR THROUGH OUR WEBSITE BY ANY THIRD PARTY, AND/OR (V) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF YOUR USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE YOUTUBE WEBSITE. WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT THE COMPANY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

YOU SPECIFICALLY ACKNOWLEDGE THAT YOUTUBE SHALL NOT BE LIABLE FOR USER SUBMISSIONS OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY AND THAT THE RISK OF HARM OR DAMAGE FROM THE FOREGOING RESTS ENTIRELY WITH YOU.

The Website is controlled and offered by YouTube from its facilities in the United States of America. YouTube makes no representations that the YouTube Website is appropriate or available for use in other locations. Those who access or use the YouTube Website from other jurisdictions do so at their own volition and are responsible for compliance with local law.

8. Indemnity

You agree to defend, indemnify and hold harmless YouTube, its parent corporation, officers, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (i) your use of and access to the YouTube Website; (ii) your violation of any term of these Terms of Service; (iii) your violation of any third party right, including without limitation any copyright, property, or privacy right; or (iv) any claim that one of your User Submissions caused damage to a third party. This defense and indemnification obligation will survive these Terms of Service and your use of the YouTube Website.

9. Ability to Accept Terms of Service

You affirm that you are either more than 18 years of age, or an emancipated minor, or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms of Service, and to abide by and comply with these Terms of Service. In any case, you affirm that you are over the age of 13, as the YouTube Website is not intended for children under 13. If you are under 13 years of age, then please do not use the YouTube Website — there are lots of other great web sites for you. Talk to your parents about what sites are appropriate for you.

10. Assignment

These Terms of Service, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by YouTube without restriction.

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11. General

You agree that: (i) the YouTube Website shall be deemed solely based in California; and (ii) the YouTube Website shall be deemed a passive website that does not give rise to personal jurisdiction over YouTube, either specific or general, in jurisdictions other than California. These Terms of Service shall be governed by the internal substantive laws of the State of California, without respect to its conflict of laws principles. Any claim or dispute between you and YouTube that arises in whole or in part from the YouTube Website shall be decided exclusively by a court of competent jurisdiction located in San Mateo County, California. These Terms of Service, together with the Privacy Notice at http://www.youtube.com/t/privacy and any other legal notices published by YouTube on the Website, shall constitute the entire agreement between you and YouTube concerning the YouTube Website. If any provision of these Terms of Service is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms of Service, which shall remain in full force and effect. No waiver of any term of this these Terms of Service shall be deemed a further or continuing waiver of such term or any other term, and YouTube's failure to assert any right or provision under these Terms of Service shall not constitute a waiver of such right or provision. YouTube reserves the right to amend these Terms of Service at any time and without notice, and it is your responsibility to review these Terms of Service for any changes. Your use of the YouTube Website following any amendment of these Terms of Service will signify your assent to and acceptance of its revised terms. YOU AND YOUTUBE AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE YOUTUBE WEBSITE MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

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То:	"Jim Schrempp" <j_schrempp@audiblemagic.com></j_schrempp@audiblemagic.com>
From:	"Franck Chastagnol" <fchastagnol@youtube.com></fchastagnol@youtube.com>
Cc:	"v_ikezoye@audiblemagic.com" <v_ikezoye@audiblemagic.com></v_ikezoye@audiblemagic.com>
Bcc:	
Sent Date:	2006-08-15 21:58:06 GMT
Subject:	Re: YouTube evaluation questions

Hi Jim,

See answers inline.

Also, if you would have any documentation that describes the list of fields available in your metadata DB (and their meaning), that would help greatly YouTube making a decision regarding whether or not we would need this metadata information.

Thanks, Franck

On Aug 15, 2006, at 6:32 AM, Jim Schrempp wrote:

> Hi Franck,

>

> WRT deleting one fingerprint, is there a reason that you could not

> just ignore an identification that is made with a fingerprint you

> wish was deleted? It seems like either we have to maintain this

> state or you do, and this is more connected to your processes than

> ours. Let me know your thoughts.

it seemed more effective to me to delete the fingerprints from the reference DB.

this way the correlation server does not have to run correlation against that deleted fingerprints.

> As to the XML, YouTube was interested in the bare bones service so

> our deal with you does not include the actual metadata identity of > what we find. You are currently running against one of our demo

servers so you see the metadata. When you move into production

> servers so you see the metadata. When you move into production > most of the fields will say "content was identified, no metadata

> is available". You know that a positive id was made by the status

> 2006 in the tag <ldResponse><ldStatus>

>

> The <AmItemId> in the response is your best unique identifier from > us. It never changes. Never ever.

Make sense.

Does the <RecordingOwner> field indicates to which company (Warner, Sony) owns the right for the song ?

> I hope this helps. Feel free to ask any other questions you may > have.

>

> Best Regards,

> Jim

>

> Audible Magic Corporation

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408.399.6405 x105 > > This message is intended for the use of the addressee only > and may contain confidential information and trade secrets > > of Audible Magic. Unauthorized use or disclosure is prohibited. > > > > > -----Original Message-----> From: Franck Chastagnol [mailto:fchastagnol@youtube.com] > Sent: Monday, August 14, 2006 5:45 PM > To: Jim Schrempp > Cc: thom@musclefish.com; 'Frey Waid'; v_ikezoye@audiblemagic.com > Subject: Re: YouTube evaluation questions > > > thanks Jim for the answers - it makes sense. > > In terms of API to add/delete fingerprints, I think we may need > something a bit more flexible than sending to AudibleMagic by FTP > the whole fingerprint archive. > An HTTP POST API (or equivalent) that allows to add/delete 1 > fingerprint would be much easier for us to integrate with. > > > A few more questions regarding your fingerprinting API: > a. do you have any documentation for this API I could take a > look at ? I'm particularly interested in a definition fro all the > fields returned in the XML response. > b. If there is a match, can we know to which media company it > > belongs to ? (Warner, Sony, ...) The XML reponse includes a field > <RecordingOwner> but in my tests, it was not populated. > c. You mentioned ISRC is not a good choice as unique ID. > The XML response has a field <SigGUID>. Is this the unique ID of > the reference fingerprint that matched the sample we submitted ? > Is this SigGUID guaranteed to be permanent over time (e.g. if we > store it in our DB, we can refer to it later and it will point to > the same reference fingerprint in your DB) ? > Thanks, > Franck > On Aug 14, 2006, at 2:05 PM, Jim Schrempp wrote: >> Hi Franck, >> >> In our discussions with YouTube it was made clear to us that > these >> fingerprints of your own content needed to remain completely > separate. >> We were not to have access to any metadata about them. >> As a result, we planned to use the following available process.

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>>

>> 1a. The first will create a reference fingerprint file from an > MP3 or

>> WAV file (extension: amfp). Sample rate of at least 20050Hz. If > using

>> MP3, a bit rate of at least 96kbps. The reference audio sample > needs

>> to begin at an offset of 0 in the video and be at least 45 > seconds

>> long. I suggest creating a fingerprint of the entire video > soundtrack.

>> The fingerprints are small and this will give you the most > flexibility

>> later.

>>

>> 1b. A second utility will create a reference database image file >> (extension: amdb) by recursing a directory structure containing

>> fingerprint files. The utility will take a 20 second segment of > each

>> reference fingerprint from an offset of 7 seconds (as we work > with you

>> we may want to adjust this in the future). A set of reference

>> database image files can be deployed onto one of our IDServers. > We

>> recommend structuring your fingerprint archive so that database > image

>> files contain no more than 100,000 reference fingerprints.

>> When you send in a fingerprint of an unknown soundtrack for >> identification, you would HTTP POST it to either our music > fingerprint

>> IDServer, or the YouTube content IDServer (or perhaps to both at > the

>> same time). We had discussed with YouTube that the server > holding your

>> specific take-down fingerprints would be set to examine the > unknown

>> more exhaustively. You can afford to do that because the number > of

>> reference fingerprints in your take-down database will be small

> - on >> the order of 100-200,000 or so.

>>

>> 1c. One of the input parameters to the fingerprint creation > utility is

>> an arbitrary string of up to 50 characters; this string is

> embedded in

>> the fingerprint file and will be the only identification

> returned from

>> the identification process. Your application would use this

> string as
 >> an index into your metadata.

>> Again, this was part of the requirement to keep us completely

> blind to

>> the actual metadata of your take-down fingerprints.

>>

>>

>> 2. We do not currently offer an API to query our music metadata.

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>> We could make one for you. Our preference would be that you post > the >> query in an HTTP transaction and we would return an XML package > of the >> result. However, not all of our metadata entries have an ISRC > value. >> If you were to get a hit on ISRC, then you know the song is in > the >> database, but a not-found is inconclusive. >> You should also know that in our experience ISRC is unreliable. >> Some labels have used the same ISRC code for different master >> recordings. >> >> This query was not part of the initial contract so if you want > it I >> will have to talk to Vance. I'm sure this would entail NRE > charges to >> you and perhaps a monthly fee. >> >> >> 3. To remove a fingerprint you would remove the fingerprint from > the >> archive and use the utility described above to regenerate the > database >> image. You would FTP the new image to our IDServer. The IDServer >> checks every 5 minutes for database updates, but it only does > one >> update an hour. Or, your application could simply ignore an >> identification if it was made with a fingerprint you wish to > remove. >> >> >> >> >> What I have described above is the process we envisioned when > talking >> with your team. We are certainly willing to alter the process in > ways >> that will make it easier for you. There will probably be a cost > for >> anything other than minor changes. >> >> I look forward to working with you on this project. >> >> Best Regards, >> Jim Schrempp >> >> Audible Magic Corporation >> 408.399.6405 x105 >> >> This message is intended for the use of the addressee only >> and may contain confidential information and trade secrets >> of Audible Magic. Unauthorized use or disclosure is >> prohibited. >> >> >>

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>> -----Original Message----->> From: Franck Chastagnol [mailto:fchastagnol@youtube.com] >> Sent: Monday, August 14, 2006 11:33 AM >> To: j schrempp@audiblemagic.com >> Cc: thom@musclefish.com; Frey Waid >> Subject: YouTube evaluation questions >> >> Hi Jim, >> >> I'm working with Frey Weid on the evaluation of the AudibleMagic > >> solution. >> >> >> As you may know, in addition to using the reference fingerprints > of >> copyrighted content provided by AudibleMagic, YT is also > interested in >> adding (and managing) its own reference fingerprints to the DB. >> See below some technical questions for you to understand how we > would >> be able to achieve this. >> >> >> Also, an unrelated question regarding the MFCBR API: >> For some of the mp3 samples I have been testing with, the API > method >> MFXMLIDRequestAnalyzeAndDestroy returns undocumented error >> 78 and prints "Error: mp3 decoder failure." on stderr. >> Do you know what this error means and how to avoid it ? >> It that helps, I can send you a mp3 sample to reproduce. >> >> >> I would appreciate if you would have time to answer these > questions, >> >> Thank you, >> Franck >> >> ----->> >> 1. Is there an API to upload a new reference fingerprint to the > DB ? >> a. please provide details (type of API: XML-RPC, REST, > other) and >> share any documentation available b. what is the preferred format/codec, bitrate, length for >> > a >> reference fingerprints ? c. along with standard meta-data (Album, Artist, Song, >> > Isrc, >> etc...), can YT upload its own meta-data which will then be > returned >> when calling the fingerprinting match API ? >> >> 2. Is there an API to query against the DB to determine if the >> fingerprint of a given Audio (based on ISRC) is present ? a. please provide details (type of API: XML-RPC, REST, >>

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```
> other) and
>> share any documentation available
>>
>> 3. Is there an API to remove a fingerprint from the DB?
     a. please provide details (type of API: XML-RPC, REST,
>>
> other) and
>> share any documentation available
>>
>> -----
>>
>
<?xml version="1.0" encoding="UTF-8"?>
<!DOCTYPE plist PUBLIC "-//Apple Computer//DTD PLIST 1.0//EN" "http://www.apple.com/DTDs/PropertyList-
1.0.dtd">
<plist version="1.0">
<dict>
        <key>date-sent</key>
        <real>1155675486</real>
        <key>flags</key>
        <integer>196609</integer>
        <key>original-mailbox</key>
        <string>local:///Outbox</string>
        <key>sender</key>
        <string>Franck Chastagnol &lt;fchastagnol@youtube.com&gt;</string>
        <key>subject</key>
        <string>Re: YouTube evaluation questions</string>
        <key>to</key>
        <string>Jim Schrempp &lt;j_schrempp@audiblemagic.com&gt;</string>
</dict>
</plist>
```

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Redacted at the request of Defendants pending a meet and confer and, if applicable, further action of the Court.

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YouTube - Kanye West shits on Taylor Swift - 2009 VMA's

9/14/09 12:37 AM

2009 vmas	Search	Create Account or Sign In
Home Videos Channels Shows		Subscriptions History Upload
Kanye West shits on Taylor Swift - 2009 VMA's		
		Gundam 00 is now on YouTube Check out full episodes of giant robot domination. youTube Announcement
		dontwatchmyaccount September 13, 2009 (more info) WOW Kanye West is what many refer to as a douchebag
		URL http://www.youtube.com/watch?v=B7K4Vgxt; Embed <object height="344" width="425"><param n:<br=""/>More From: dontwatchmyaccount</object>
		Related Videos 2009 MTV Video Music Awards Preview 25.684 views
Output Output Output Output 111 ratings Favorite Share Playlists Flag	/3:18 4 1 <u>40</u> ▲ 334 view	
MySpace Facebock Twitter	(more share options)	Vote For Britney At The 2009 Vmas 3,608 views ImperialOutkast
Video Responses (0)	Sign in to post a Video Respons	e Video Music Awards 2009
Text Comments (753) Options	Sign in to post a Commer	
annatut1 (21 seconds ago) To Blackscarface: WowYou sound really well educated! If you thought that was funny you must also be a great person! Your mother or I'm sorry "Matha would be so proud!		KANYE WEST 's - HEARTLESS, LOVE 378,004 views lovemusic177
69santaella (22 seconds ago)	Reply 0	WATCH Video Music Awards 2009 THE show 322 views
sky absolut you are so right man		MrGaboa
acfann1 (23 seconds ago) man somebody said "that shits real" dude that was so fuckin racist admit kanye hates white people as far as the best videoever watch a fuckin tool video or a anathallo video(real music)i dont even like taylors music an love kanye but that was a dick move i lost alot of respect 4 him man		IN Video Music Awards 2009 284 views Numbers76 Featured Videos
SullenMorbius (24 seconds ago)	Reply 0	
Oh man, can you imagine if a white guy had stolen the spotlight from a black woman in the same position? He'd have hell to pay. Sharpton would be on than quicker than a lion to an impala. I think we can collectively refer to this guy as a ruthless, careless nigger, and he'll get a pass on the media like the all do.		Nokia N97 Dr. Tran MAIL Controversial Firmware 2.0 (S1, Ep02) German AIDS 83,241 views 127,525 views 114,489 views thenokiablog MondoMedia TheYoungTurks
Black722Heart (25 seconds ago)	Reply 0	vandana (.a.) a (.a.) and an anna said an anna an an anna an an an an an an an
Kanye West Is My Hero Thats What I Call A (Brave Individual) Point Blank Period. LOL		
Comment(s) marked as spam Show		
	- ·	Lin

http://www.youtube.com/watch?v=B7K4Vgxi2FM



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YouTube - Kanye West shits on Taylor Swift - 2009 VMA's 9/14/09 12:37 AM motos io (38 seconos ago) Reply 0 he just jealous that she got an award & he doesn't. MRCAB (39 seconds ago) Reply 0 Wow, a super-A-hole! NtIgntNrg (49 seconds ago) Reply 0 kanye sucks as always ... Pyrofreak321 (1 minute ago) Reply n kanye is a racist Pages: 1 2 3 ... Next View all 753 comments Would you like to comment? Join YouTube for a free account, or sign in if you are already a member. 2009 vmas Search YouTube Programs Help Policy Discover Get Help Privacy Policy YouTube on Your Phone Contact Us Advertising YouTube Store Developers YouTube Handbook Terms of Service YouTube on Your Site Community Help Forums Copyright Notices YouTube on Your TV Press Room Partnerships YouTube RSS Feeds Business Blog Content Management Safety Center **Community Guidelines** TestTube YouTube Blog

Current Location: Worldwide Show locations Current Language: English Show languages

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http://www.youtube.com/watch?v=B7K4Vgxi2FM

Add YouTube to your Google homepage

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YouTube - comedy central

comedy central Search Create Account or Sign In Home Videos Channels Shows Subscriptions History Upload "comedy central" results 1 - 20 of about 32,400 All Channels Playlists Sort by: Relevance Uploaded: Anytime Type: All Advanced Options Also try: comedy central presents demetri martin comedy central katt williams katt williams american hustle gabriel iglesias Wonder Wheel Comedy Central: Chris Rock on Rap music Promoted Videos Comedy Central: Chris Rock on Rap music Delusions of Grandeur "bathtub band" episode i thoughts by Megan and Lindsay. 1,014 views "bathtub band" episode 1 1 year ago 117,421 views ComedyCentralProgram 510 H inel44 "Waterslide Hair" - Sebastian - On Comedy Central April 28th Sebastian Live comes out on DVD June 2nd AUDIO CD (available now) www.amazon.com DVD www.amazon.com 4 months ago 44,471 views kushcomedy Dane Cook Comedy Central One of Dane Cook's acts from back in the day. He talks about Car Accidents, and Bad Cops, and his only single. 2 months ago 24,174 views FusionofEvilAccount Recent Videos for comedy central Comedy Central Presents Comedy Central · 编辑 2014 - Zach Galifianakis (Part 2 Presents: Demetri Martin Watch Movies On You Mile of 3) Part 2 3 days ago okwerds 22 hours ago maxwellmadrid WATCH NOW Advertisement See more recent videos for comedy central » Laughter for Life - Comedy Central - Marcus Marcus Brigstow Stand Up 2 years ago 365,186 views evoesta KATT WILLIAMS: Every Day I'm Hustlin' SPECIAL CURRENTLY ON COMEDY CENTRAL AND ON DVD BUY THE DVD HERE: store.salientmedia.com http ... katt williams pimp chronicles comedy central 1 year ago 2,012,051 yiews kushcomedy Craig Ferguson DVD Clip From The Comedy Central Special Check out this uncensored clip from the Comedy Central special Craig Ferguson: A Wee Bit O Revolution cut on DVD March 24th from Image ... 5 months ago 24,880 views TMRzoo Channel Results for comedy central Withe Ic Takilicio Cornedy Central Comedy Channel!!! . Ftiaxno asteia videakia opote exo xrono kai oreksi! Elpizo na Recent Video: ПРАГМАТІКА АПІΣТЕУТО! ВУZIA-КАРПОУZIA!!... Channel 36 Videos 239 Subscribers takilicio EXHIBIT 18 CASE VIGCON Youtu Deposition of Varian Kachol Walter For President Testimony of



Walter makes a very important political announcement' ... Jeff Dunham Comedy Central ventriloquist comedy Peanut Walter premiere President ... 1 year ago 2,609,098 views rusty6of6

http://www.youtube.com/results?search_query=comedy+central&search_type=&ag=0&og=comedy

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8/18/09 1:42 PM

Exhibit #

Plaintiff 🗹

Rut

Defendant

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YouTube - comedy central



Comedy Central Stand-Up Gabriel IgI this guy uses sound effects to he's show

6 months ago 16,186 views CodyG4presidentbaby



"The Wife" - Willie Barcena - comedy central May 2nd Find out how your relationship changes after 10 years. The DVD drops cinco de mayo. ON COMEDY CENTRAL THIS SATURDAY at 11PM GET DVD 3 months ago 32,160 views kushcomedy

Playlist Results for comedy central



Comedy Central 'Roast of Larry The Cable Guy' March 1, 2009 12 Jeffrey Ross 'Laugh No Matter What" at Comedy Central 'Roast of Larry The India De Beaufort and Marques Ray at Comedy Central 'Roast of Larry The Gary Busey "Breaks Even" at Comedy Central 'Roast of Larry The Cable Guy' Playlist (12 videos) maximoty



comedy central 85 videos

Sept 23 Jeff Dunham Comedy Central Premiere (3.24) Laughter for Life - Comedy Central - Marcus (8.55) Jamie Foxx Destroys Doug Williams in Comedy Roast (5.28) Playlist (85 videos) ozzynrvn



Comedy central-DeNiro vs Rocky Comedy central....

1 year ago 15.495 views ifgodss



Sept 23 Jeff Dunham Comedy Central Premiere Highlight video of Jeff Dunham's 2nd Comedy Central special, "Spark of Insanity". This 90 minute version will be aired ONE night ONLY, Sunday ... 1 year ago 2,310,394 views rusty6of6



ANT Comedy Central Comedian Funny!!!!! Alternate ending logo

ne enang logo

11 months ago 23,273 views booklivecomedy

10 months ago 157 225 views KatieCouric



Sarah Silverman's "Demented" Comedy Katie Couric sat down for a recent interview with Comedienne Sarah Silverman. The two discussed her Comedy Central show "The Sarah Silverman ...



Sir General Pervez Musharraf at Comedy Central ! Great leader and Army Chief in the history of Pakistan. Former president Sir General Pervez Musharraf having very informal & a bit funny Q&A at ...

3 months ago 8,708 views mraza82



Comedy Central ROAST of JOAN RIVERS July 26, 2009 www.maximotv.com Comedy Central 'Roast of Joan Rivers' Red carpet at CBS Studios in Studio City,Ca July 26, 2009 Interviews with Tom Arnold ... 3 weeks ago 28,325 views maximotv



Comedy Central - Jimmy Carr (Part 1) A Live (obviously) performance of Jimmy Carr in New York peforming on the Central Comedy Programme. An excellent listen - will make you laugh ... 1 year ago 143,595 views gmcaveety93

Comedy Central 'Roast of Larry The Cable Guy' March 1, 2009

http://www.youtube.com/results?search_query=comedy+central&search_type=&aq=0&oq=comedy

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8/18/09 1:42 PM

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YouTube -- comedy central

www.maximotv.com Exclusive interviews with Gary Busey, Iliza Schlesinger, Maureen McCormick, Kyle Cease, NIck DiPaolo, India De Beaufort, Marques ... 5 months ago 62,614 views maximoty Jasper Redd Stand Up Comedy as the name says 2 years ago 143,292 views sevenup7777777 Delusions of Grandeur Promoted Videos "bathtub band" episode 1 thoughts by Megan and Lindsay. 5 months ago 1,014 views Inel44 Also try: comedy central presents demetri martin comedy central katt williams katt williams american hustle Ϋ́, \mathcal{D} 1 1000 Pages: 1 2 3 4 5 6 7 ... Next Some search results have been omitted that contain duplicates. If you like, you can repeat the search with the omitted results included

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YouTube	Programs	Нер	Policy	Discover
Contact Us	Advertising	Help Resources	Privacy Policy	YouTube on Your Phone
YouTube Store	Developers	YouTube Handbook	Terms of Service	YouTube on Your Site
Press Room	Partnerships	Community Help Forums	Copyright Notices	YouTube on Your TV
Business Blog	Content Management	Safety Center	Community Guidelines	YouTube RSS Feeds
YouTube Blog				TestTube
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YouTube - anchorman

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Google to Acquire YouTube

MOUNTAIN VIEW, Calif., October 9, 2006 - Google Inc. (NASDAQ: GOOG) announced today that it has agreed to acquire YouTube, the consumer media company for people to watch and share original videos through a Web experience, for \$1.65 billion in a stock-for-stock transaction. Following the acquisition, YouTube will operate independently to preserve its successful brand and passionate community.

The acquisition combines one of the largest and fastest growing online video entertainment communities with Google's expertise in organizing information and creating new models for advertising on the Internet. The combined companies will focus on providing a better, more comprehensive experience for users interested in uploading, watching and sharing videos, and will offer new opportunities for professional content owners to distribute their work to reach a vast new audience.

"The YouTube team has built an exciting and powerful media platform that complements Google's mission to organize the world's information and make it universally accessible and useful," said Eric Schmidt, Chief Executive Officer of Google. "Our companies share similar values; we both always put our users first and are committed to innovating to improve their experience. Together, we are natural partners to offer a compelling media entertainment service to users, content owners and advertisers."

"Our community has played a vital role in changing the way that people consume media, creating a new clip culture. By joining forces with Google, we can benefit from its global reach and technology leadership to deliver a more comprehensive entertainment experience for our users and to create new opportunities for our partners," said Chad Hurley, CEO and Co-Founder of YouTube. "I'm confident that with this partnership we'll have the flexibility and resources needed to pursue our goal of building the next-generation platform for serving media worldwide."

When the acquisition is complete, YouTube will retain its distinct brand identity, strengthening and complementing Google's own fast-growing video business. YouTube will continue to be based in San Bruno, CA, and all YouTube employees will remain with the company. With Google's technology, advertiser relationships and global reach, YouTube will continue to build on its success as one of the world's most popular services for video entertainment.

The number of Google shares to be issued in the transaction will be determined based on the 30-day average closing price two trading days prior to the completion of the acquisition. Both companies have approved the transaction, which is subject to customary closing conditions and is expected to close in the fourth quarter of 2006.

Webcast and Conference Call Information

The company will host a conference call and webcast at 1:30 p.m. Pacific Time (4:30 p.m. Eastern Time) today to discuss the acquisition. To access the conference call, please dial 800-289-0572 domestic and 913-981-5543 internationally. A replay of the call will be available until midnight Monday, October 16 at 888-203-1112 domestically and 719-457-0820 internationally. Confirmation code for the replay is 2260624.

To access the live audio webcast of the session, please visit http://investor.google.com/webcast.html.

About Google Inc.

Google's innovative search technologies connect millions of people around the world with information every day. Founded in 1998 by Stanford Ph.D. students Larry Page and Sergey Brin, Google today is a top web property in all major global markets. Google's targeted advertising program provides businesses of all sizes with measurable results, while enhancing the overall web experience for users. Google is headquartered in Silicon Valley with offices throughout the Americas, Europe and Asia. For more information, visit www.google.com.

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Google is a registered trademark of Google Inc. All other company and product names may be trademarks of the respective companies with which they are associated.

About YouTube

Founded in February 2005, YouTube is a consumer media company for people to watch and share original videos worldwide through a Web experience. YouTube allows people to easily upload and share video clips on <u>www.YouTube.com</u> and across the Internet through websites, blogs, and e-mail. YouTube currently

delivers more than 100 million video views every day with 65,000 new videos uploaded daily and it has Casoulickly become that the the the the reference with the second and the second and the second and the second

Caution Concerning Forward-Looking Statements

This document includes certain forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995, including statements regarding Google's and YouTube's ability to improve their services, create new business models and content-owner opportunities, integration plans, the expected timing for the closing of the acquisition and the plans to operate YouTube independently. These statements are based on the current expectations or beliefs of management of Google Inc., and are subject to uncertainty and changes in circumstances. Actual results may vary materially from those expressed or implied by the statements herein due to (1) changes in economic, business, competitive, technological and/or regulatory factors, (2) failure to receive regulatory approval for the acquisition, (3) failure to retain the levels of traffic on the YouTube site, (4) failure to compete successfully in this highly competitive and rapidly changing marketplace, (5) failure to retain key employees, (6) other factors affecting the operation of the respective businesses of Google and YouTube, and (7) the failure of YouTube and Google to work together effectively. More detailed information about these factors may be found in filings by Google, as applicable, with the Securities and Exchange Commission, including their respective most recent Annual Report on Form 10-K and Quarterly Report on Form 10-Q. Google is under no obligation to, and expressly disclaims any such obligation to, update or alter their respective forward-looking statements, whether as a result of new information, future events, or otherwise.

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Julie Supan Media +1-650-685-6401 press@youtube.com

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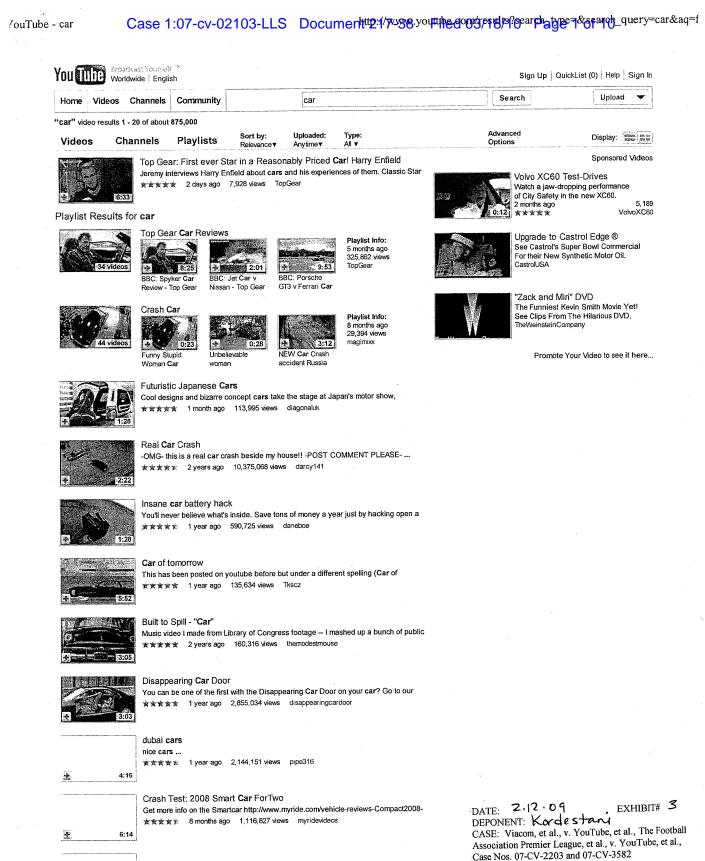
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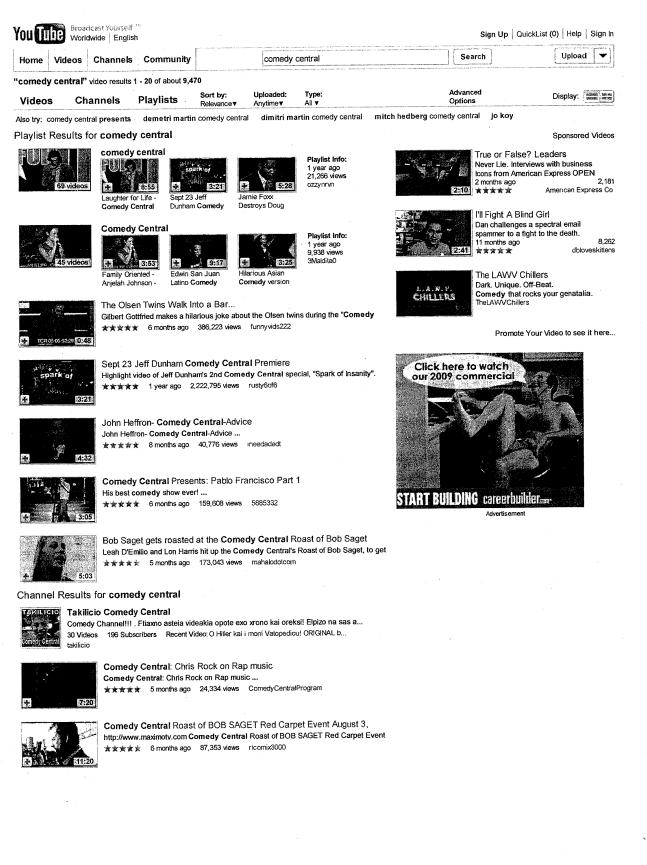
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Tig Notaro Effinfunny Stand Up - My Comedy Central Special Effinfunny.com presents Tig Notaro specific brand of awkward humor. If you don't like **** 1 year ago 43,087 views effinfunny



Krissie Interviews Lewis Black (Comedy Central) Interviewed on his tour bus in Baltimore, MD during his book tour for "Me of Little **** 8 months ago 8,560 views krissiespeaks

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What is this, Comedy Central? Rep. George Miller: "It is fitting we're talking about the line-item veto when we're doing *** * 2 years ago 31,524 views NancyPelosi

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The Get Us On Comedy Central Dance It's true. We have a chance to get on Comedy Central! But we cannot do it without ***** 3 months ago 5,912 views TheWoodcreekFaction

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Sock Puppet Porn (2007) [as seen on Comedy Central AtomTV] As seen on Comedy Central's AtomTV. This film examines the seedy underbeily of ***** 1 year ago 208,201 views uphillbothways

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Lisa Lampanelli - Comedy Central's Flavor Flav Roast Party Lisa Lampanelli at Comedy Central's Flavor Flav Roast Party ... *** * * 1 year ago 404,887 views lisalampanelli 5:02

Comedy Central- Jimmy Carr (Part 1) A Live (obviously) performance of Jimmy Carr in New York peforming on the Central ***** 6 months ago 59,342 views gmcaveety93 6:40

Stolen Comedy Central Content? "The Daily Show", starring Jon Stewart, has handlers. Comedy Central is known to ★★★★★ 3 months ago 719 views SvenVonErick 0:46

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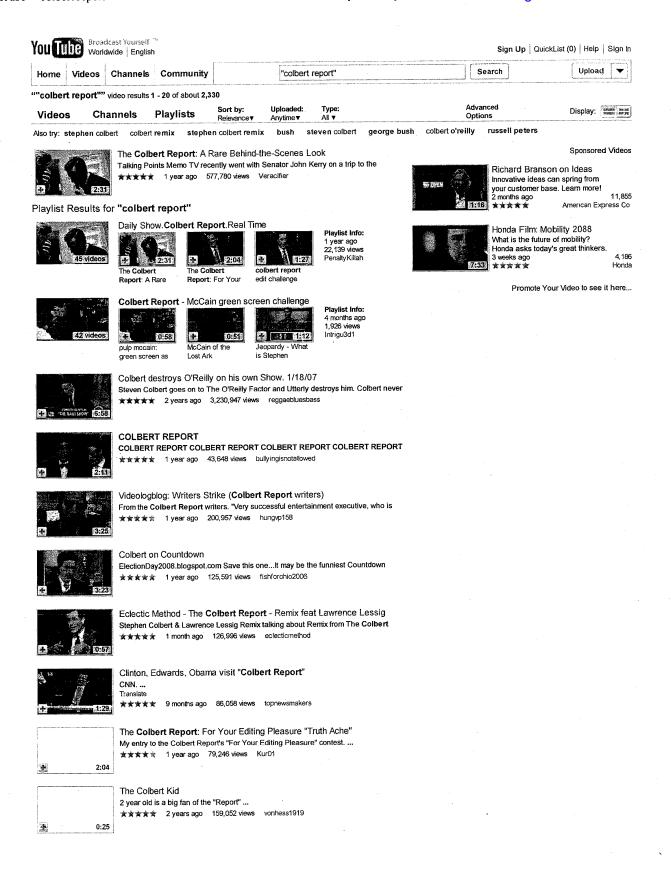
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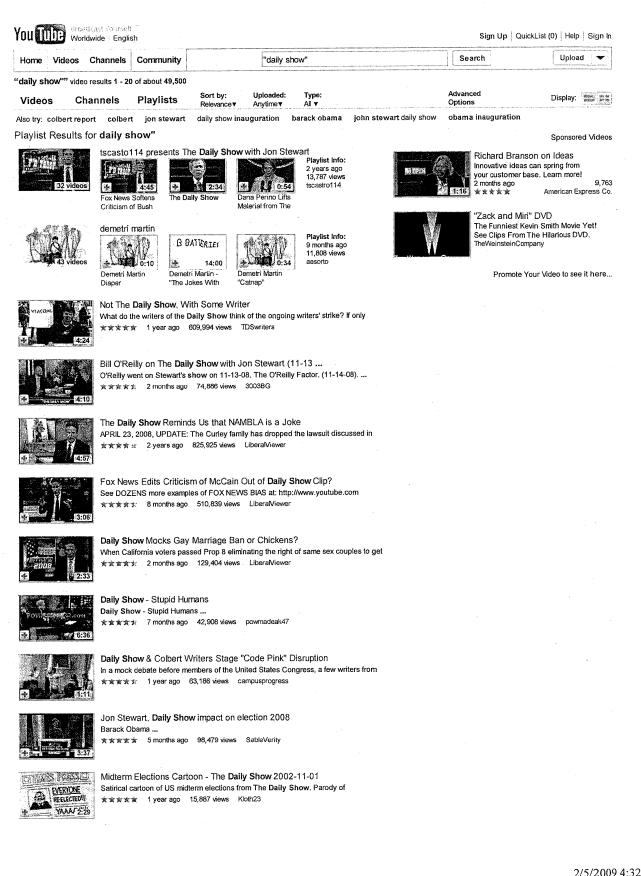
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Bill Bradley 2: Daily Show Backstage Bill Bradley appears on the Daily Show. This is the back stage, behind the scenes 常常文文文 1 year ago 65,948 views SenatorBillBradley

all change 3:34

Terry Gilliam Crashes Daily Show Line Ain't-It-Cool-News let the word out that Terry Gilliam was going to drop by the DAILY 常文大学文 2 years ago 64,124 views dystopika



Update: Barney Frank Clip on **Daily Show** Last night They used this as moment of zen. So cool! Congressman Frank has the balls to point ★文大大大文 2 years ago 128,807 views kneelbeforezodd



 Daily Show Asks: Should Anyone Take Hugo Chavez Seriously?

 The recent UN Speech by Venezuelan President Hugo Chavez led to clips from two

 ★★★★★ 2 years ago
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 LiberalViewer



 The Daily Show - Stephen Colbert gets sued: Paley Center

 Host Jon Stewart and correspondent Stephen Colbert talk about material that cannot

 6 months ago
 10, 182 views
 paleycenter



2:52

The **Daily Show:** Jon Stewart On Getting Stories (Paley Center) Correspondent Stephen Colbert talks about how the **show** has moved toward a more ★★★★★ 1 month ago 6,885 views paleycenter

	2:26	Citizentube Interview: Lizz Winstead, Creator, Daily Show Google and the National Journal sponsored an event on 6/11/2008 called, "The 21st ★★★文文 7 months ago 1,877 views citizentube
		Aasif Mandvi of the Daily Show at Sundance 2008 Daily Show correspondent Aasif Mandvi chats with Darren Ewing of The Salt Lake ★★★★★ 1 year ago 4,638 views sltrib
*	2:43	
-	2:02	Minority Report: Wyatt Cenac meets a White Supremacist Wyatt has some questions about racism, so he turns to someone who can surely 文文文文文 11 months ago 26,743 views wyattcenac
		Daily Show & Colbert Report Writers in Mock WGA Debate In the funniest thing to happen since the Writers Guild went on strike, writers from the
*	9:51	★★★★★ 1 year ago 46,822 views campusprogress
		The Daily Show - Carell and Colbert on improv: Paley Center Correspondents Steve Carell and Stephen Colbert speak about improvisation being a 文文文文文 6 months ago 13,073 views paleycenter
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Gmail: Google's approach to email

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http://mail.google.com/mail/help/intl/en/about.html

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10 reasons to use Gmail

Gmail makes email easy and efficient. And maybe even fun.

Create an Account »



1. You don't like spam. Neither do we.

Don't waste time with junk mail and unwanted messages. Gmail blocks spam before it gets to your inbox. If an unwanted message ever finds its way through, you can fight back by <u>reporting it</u> and help make our spam filters even better. Learn more

Watch a video to see how we combat spam.



2. Search your mail instantly

Use <u>Google search within Gmail</u> to find the exact message you want, no matter when it was sent or received. You don't have to spend time sorting your email, just search for a message when you need it and we'll find it for you.



3. Organize replies into conversations

With Gmail, each message you send is grouped with all the responses you receive. This <u>conversation view</u> continues to grow as new replies arrive, so you can always see your messages in context.



4. Built-in chat: text, voice, or video

With just one click, you can <u>chat in Gmail</u> with the people you already email or reply to emails by chat. You can even talk face to face with Gmail voice and video chat. All you need is a webcam and a small <u>download</u> that takes seconds to install.



5. Labels, filters, and stars...oh my!

<u>Gmail uses labels</u> to help you organize with more flexibility. A conversation can have several labels, so you're not forced to choose one particular folder for messages. You can also <u>create filters</u> to automatically manage incoming mail. <u>Starring messages</u> is another way you can organize your inbox. Plus, it looks pretty.



6. Get your mail on the go

The days of needing your computer to get to your inbox are long gone. You can now use <u>Gmail on your mobile device</u> to access your email from anywhere.



7. Lots of space (and counting)

We're always working to increase the amount of <u>free storage</u> we offer in Gmail, and if you want even more, you can always <u>purchase additional space</u>. With all that space, you can <u>archive</u> instead of deleting messages, so they won't clutter your inbox but will remain searchable in case you ever need them again.



8. We have ads, but only the good kind

With Gmail. vou'll never see pop-ups or untaracted banner ads. Instead we

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Redacted at the request of Defendants pending a meet and confer and, if applicable, further action of the Court.

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