

EXHIBIT 5

Declaration of Howie Singer

I am Howie Singer, Senior Vice President, Strategic Technology and Chief Technology Officer for Warner Music Inc. (“WARNER”).

WARNER is one of the world’s leading music companies. The company discovers, develops, markets and distributes recorded music in a number of ways, including through licenses with various companies.

WARNER, like other music companies, entered into several agreements with Apple, Inc. (“Apple”) for the sale of WARNER’s sound recordings through Apple’s iTunes Store. These agreements set forth the terms and conditions under which Apple would purchase and resell downloads of sound recordings to consumers. WARNER and Apple updated the agreements from time to time to make changes to the terms and conditions.

As part of the agreements, WARNER required that its sound recordings available for sale by Apple through the iTunes Store have content protection to guard against piracy. In particular, WARNER was concerned with consumers’ ability to make an unrestricted number of copies of the sound recordings.

In 2003, Apple and WARNER entered into negotiations concerning the launch of iTunes for Windows. During these negotiations, WARNER proposed that WARNER’s music sold through the iTunes Store be playable on an unlimited number of iPods and on competing digital players owned by the purchaser of the music. Apple did not agree to this proposal, and instead insisted that the music sold through the iTunes Store, including WARNER’s sound recordings, only be compatible with iPods.

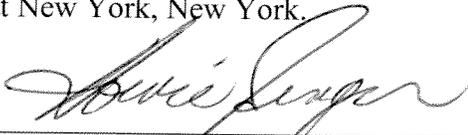
WARNER has an interest in having its music sold in the widest manner possible, through as many channels as possible.

During the relevant period, WARNER entered into agreements with other companies, including RealNetworks, which also set forth the terms and conditions under which WARNER’s sound recordings were sold through online stores other than the iTunes Store.

WARNER was aware of RealNetwork’s Harmony technology introduced in July, 2004, which purported to allow music purchased through RealNetworks’ online store to be directly downloaded onto an iPod. Warner entered into a download deal with RealNetworks because music purchased through RealNetworks’ online store contained a security solution that guarded against unauthorized duplication and distribution of WARNER’s sound recordings.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct to the best of my knowledge.

Executed this 22nd day of December, 2010, at New York, New York.



Howie Singer

EXHIBIT 6

I am Lawrence Kanusher, Senior Vice President, Business & Legal Affairs for the Global Digital Business Group of Sony Music Entertainment.

Sony Music Entertainment ("SONY") is one of the world's leading music companies. The company discovers, develops, markets, sells and distributes recorded music in a number of ways, including through relationships with various companies.

SONY, like other music companies, entered into several agreements with Apple Inc. ("Apple") for the sale of downloads embodying their digital products through Apple's iTunes Store. These agreements set forth the terms and conditions under which Apple would purchase and resell SONY's digital products to consumers. SONY and Apple have updated the agreements from time to time.

As part of these agreements, SONY required that SONY's digital products available for re-sale by Apple through the iTunes Store have content protection to mitigate against piracy. In particular, SONY was concerned with consumers' ability to make an unrestricted number of copies.

In 2003, Apple and SONY entered into negotiations concerning the launch of iTunes for Windows. During ongoing negotiations, SONY and Apple discussed whether SONY digital product files protected by DRM could be playable on music players in addition to the iPod without compromising the security solution. Apple did not accommodate Sony's request for a solution that would both protect the content as well as be interoperable with other devices.

Several years later, in 2009, the parties agreed upon an unprotected solution which allowed SONY files to be played on other companies' devices.

In addition, SONY entered into agreements with other companies, including Real Networks, which also set forth the terms and conditions under which downloads embodying SONY's digital products were sold through online stores other than the iTunes Store in a secure format. During the relevant period, SONY's download deal with RealNetworks required a security solution that guarded against unauthorized duplication and distribution of downloads embodying SONY's digital products.

SONY was aware of RealNetwork's Harmony technology introduced in July, 2004, which allowed music purchased through RealNetworks' online store to be transferred to an iPod. Because music purchased through Real Networks' online store contained a security solution that guarded against unauthorized duplication and distribution of SONY's digital products, SONY did not object to the Harmony technology.

New York, New York
December 22, 2010



Lawrence Kanusher
Senior Vice President, Business & Legal
Affairs for the Global Digital Business
Group of Sony Music Entertainment

EXHIBIT 7

1 I, Amanda Marks, declare as follows:

2 1. I am Executive Vice President and General Manager of Universal Music
3 Distribution and was formerly Senior Vice President, Universal Music Group - eLabs. I have
4 personal knowledge of the facts stated herein and would and could testify competently thereto if
5 called as a witness in this matter.

6 2. UMG Recordings, Inc. is a record company which is part of what is known as the
7 Universal Music Group ("Universal"). Universal is one of the world's leading music companies.
8 Universal discovers, develops, markets and distributes recorded music in a number of ways,
9 including through licenses or distribution agreements with various companies.

10 3. Universal, like other music companies, entered into agreements with Apple, Inc.
11 ("Apple") for the sale of Universal's sound recordings through Apple's iTunes Store. These
12 agreements set forth the terms and conditions under which Apple provided certain services,
13 including the sale of downloads of sound recordings. Universal and Apple updated the
14 agreements from time to time to make changes to the terms and conditions.

15 4. As part of the agreements, Universal required that its sound recordings available for
16 sale by Apple through the iTunes Store have content protection to guard against piracy. In or
17 around 2004 Universal had discussions with Apple, in which Universal expressed to Apple that
18 while Universal continued to require content protection, Universal wanted interoperability
19 between its music sold through online stores and portable digital music players. Universal has
20 always had an interest in having its music sold in the widest manner possible, through as many
21 channels as possible.

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5. During the relevant period, Universal entered into agreements with other companies, including RealNetworks, which set forth the terms and conditions under which Universal's music was sold through such companies' online stores.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. Executed December 28 2010, at Los Angeles, California.


AMANDA MARKS

EXHIBIT 8

DECLARATION

Mark Piibe declares as follows: I am Executive Vice President, Global Business Development of EMI Music, an affiliate of Capitol Records, LLC. I make this declaration on behalf of Capitol Records, LLC, dba EMI Music North America (hereinafter "EMI") based on information contained in EMI's records.

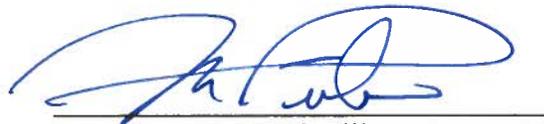
In or about 2003, Apple and EMI entered into negotiations concerning the launch of iTunes for Windows.

Apple's agreement with EMI defined compliant player devices to include only iPod models that were commercially available at the time and versions that subsequently would become available.

EMI was interested in having its recorded music made widely available through many different channels, and during the same period it had agreements with other companies, including RealNetworks and its predecessor, Listen.com, to sell downloads of EMI sound recordings to online services other than the iTunes service.

EMI personnel became aware of RealNetworks' Harmony DRM technology at some time in or after 2004. RealNetworks' predecessor, Listen.com, represented that Harmony guarded against violations of the usage limitations and restrictions applicable to downloads of EMI recordings. I have found no indication that EMI made any objection to the Harmony DRM technology.

Dated: December 22, 2010



Mark Piibe