

# Schapiro Exhibit 337

# AddictingClips Overview

Updated 4/10/06

## 1. OVERVIEW

AddictingClips is a leading user-generated entertainment service, enabling consumers to upload, host, and share their video clips, cartoons, and Flash games.

At launch (3/30/06), AddictingClips is the most versatile and entertaining user-generated entertainment service, giving users more ways to share more types of content. With strong support from Atom Entertainment staff and Web properties, it has the potential to be the most successful business in the category.

## 2. CONTENT OPERATIONS

Content uploaded to AddictingClips is immediately published on the public site without an editorial review. Thus, AddictingClips fits the Digital Millennium Copyright Act's definition of a "passive conduit," which provides end users with a platform for self-expression and creativity without editorial control by a third party.

After content is published on AddictingClips, the site community provides feedback on the content which dictates its future.

- **Positive Feedback:** A small percentage of the site's most successful content, as evidenced by high user ratings or a large number of views, is eligible to earn further promotion. This content is reviewed by AddictingClips staffers who gauge its entertainment value. Some of this reviewed content earns promotion in the site's "Featured Clips" area, and some of it is selected to earn money and further distribution through the "Cash For Clips" program.
- **Negative Feedback:** If members report that a certain clip violates Section 4 of the Atom Entertainment Terms of Service, that clip is promptly reviewed by AddictingClips customer support and/or legal staff. If the content is found to be obscene or illegal, it is promptly removed from the site.

Specifically, Section 4 of the Terms of Service states that users cannot upload content that is "indecent, libelous, defamatory, obscene, threatening, invasive of privacy or publicity rights, abusive, illegal, harassing, contain expressions of hatred, bigotry, racism or pornography, or are otherwise objectionable, or that would constitute or encourage a criminal offense, violate the rights of any party or violate any law...[or] infringe the copyright, trademark, publicity/privacy right or other intellectual property right of any third party." The full text of the Terms of Service are available at this URL: [http://www.atomentertainment.com/asw\\_legal\\_terms.htm](http://www.atomentertainment.com/asw_legal_terms.htm).

## 3. KEY FEATURES OF ADDICTING CLIPS

- A. Upload your clips to the Web immediately
  - Video, Flash animation, Flash games
  - From your computer or cell phone
- B. Share your clips online
  - Upload for the world to see (or just your friends)
  - Embed or link clips on your own site
  - Create Friends lists
- C. Personalize and customize

- Get "My AC" -- your own video homepage
  - Collect your own clips and other favorites
  - Get feeds of new clips in your interest areas
- D. Earn money and recognition
- Our top clips get distributed to AtomFilms – the leading channel for original short-form entertainment
  - tTop clips get paid through our Cash For Clips program
- E. Use our video search & directory tools to discover thousands more clips
- Our directory contains thousands of clips from around the Web, editorially selected for their entertainment value
  - Want more? Use our video search engine to scour the entire web

#### **4. COMPETITIVE POSITIONING**

Many sites offer video sharing functionality, but AddictingClips stands alone as the most versatile and entertaining service in the category:

- AC is more versatile
  - We accept Flash animation and Flash game uploads, in addition to video
  - We accept video uploads directly from cell phones
- AC is more comprehensive
  - In addition to showcasing the best clips from AC Members, we direct users to watch the best clips on other sites
  - We have a video search engine that crawls the entire Internet
- AC is the place to get seen and get paid
  - We have millions of entertainment fans on the site every month
  - Our top clips get distributed to AtomFilms – the Web's leading channel for original short-form entertainment
  - Top clips get paid through our Cash For Clips program
- AC is more fun
  - We're all about entertainment, while many sites focus on personal media. A clip that is truly "addicting" appeals to more than just family and friends!
  - Our members include a disproportionate number of entertainment creators
- AC is a real business
  - From Atom Entertainment's family of successful and profitable entertainment destinations
  - A partner site to AddictingGames, which boasts over 6,000,000 monthly uniques (Comscore), primarily young men
  - Support from AtomFilms – "the web's best pit stop for fun" (BusinessWeek), with over 4,000,000 monthly unique users (Comscore)
  - Atom Entertainment's large direct sales force will ensure that big brands who want to be a part of user-generated-entertainment do it with us!

#### **5. FEATURE COMPARISON (Updated 3/27/06)**

	<i>Immediate video upload</i>	<i>Immediate Flash upload</i>	<i>Thousands of clips</i>	<i>Browse by tags</i>	<i>Embed clips on other sites</i>	<i>Personalization - favorites, friends</i>	<i>Public and private video sharing</i>	<i>Cell phone upload</i>	<i>Browse hot content on other sites</i>	<i>Pay top creators</i>	<i>Millions of users today</i>	<i>Strong ad-supported business</i>
<b>AddictingClips</b>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<b>YouTube</b>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<b>VidLife</b>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Rever</b>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>IFILM</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<b>My Space</b>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<b>Google Video</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<b>YES</b>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>NO</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

# **Schapiro Exhibit 338**



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## privacy & legal info

### terms of service

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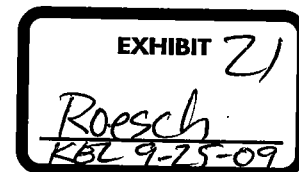
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The Site contains links to third party sites that are not under the control of Atom Entertainment and Atom Entertainment is not responsible for any content on any linked site. If you access a third party site from the Site, then you do so at your own risk. Atom Entertainment provides links only as a convenience and the inclusion of the link does not imply that Atom Entertainment endorses or accepts any responsibility for the content on those third party sites. Additionally, your dealings with or participation in promotions of advertisers found on the Site, including payment and delivery of goods, and any other terms (such as warranties) are solely between you and such advertisers. You agree that Atom Entertainment shall not be responsible for any loss or damage of any sort relating to your dealings with such advertisers.

**16. INTERNATIONAL USAGE**

This Site is controlled and operated by Atom Entertainment from its offices within California, United States of America. Atom Entertainment makes no representation that the Site, Applications, or related information offered by Atom Entertainment are appropriate or available in other locations. Those who choose to access the Site from other locations do so on their own initiative and are responsible for compliance with local laws, if and to the extent local laws are applicable.

**17. OWNERSHIP**

The Site, Applications, and related information are the exclusive property of Atom Entertainment or its suppliers. All rights not licensed herein are hereby reserved to Atom Entertainment or its suppliers.

**18. TERMINATION OR CANCELLATION OF SITE ACCESS; MODIFICATIONS TO SITE AND APPLICATIONS**

If you violate these Terms, Atom Entertainment may terminate or cancel your access rights to the Site and/or Applications immediately without notice. Atom Entertainment may also block your use of the Site and/or Applications or direct you to cease using it. Atom Entertainment reserves the right at any time to modify or discontinue the Site, Applications, or any part thereof and you agree that Atom Entertainment shall not be liable to you or to any third party for any modification, suspension, or discontinuance of the Site, Applications, or any part thereof, except you may receive a pro-rata refund in the event such modification, suspension, or discontinuance materially affects your access to those parts of the Site or Applications that you have paid for.

**19. EXCLUSIVE JURISDICTION**

These Terms shall be governed by the laws of the State of California without regard to its conflict of law provisions. Any disputes arising under or related in any way to these Terms, the Site or any Application shall be litigated or otherwise heard in the appropriate forum in San Francisco County, California. The parties hereto hereby consent to the exclusive jurisdiction of the state and federal courts sitting in the County of San Francisco, California, and hereby waive any claim or defense that such forum is not convenient or proper, and consent to service of process by any means authorized by California law.

**20. ENTIRE AGREEMENT**

These Terms, as amended, your registration forms, and the disclosures provided by Atom

Atom Entertainment. If any provision of these Terms and/or the Privacy Policy shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these Terms and/or the Privacy Policy, as applicable, and shall not affect the validity and enforceability of any remaining provisions. Atom Entertainment's failure to act with respect to a breach by you or others does not waive Atom Entertainment's right to act with respect to subsequent or similar breaches.

#### 21. AMENDMENTS

You agree that Atom Entertainment may amend or modify these Terms or impose new conditions at any time by updating these Terms on the Site or upon notice from Atom Entertainment to you as published through the Site or by email. Any use of the Site or order by you after such updating shall be deemed to constitute acceptance of such amendments, modifications, or new conditions. If you do not want to be bound by an amendment, you will need to terminate your registration, if any, and refrain from using the Site or using or ordering Applications after that date. No other amendments will be valid unless they are in a paper writing signed by Atom Entertainment and by you.

#### 22. NOTICES

Except as expressly stated otherwise, any notices required or allowed under these Terms shall be given to Atom Entertainment by postal mail to: Atom Entertainment, Inc., 225 Bush Street, Suite 1200, San Francisco, CA 94104, or as to a successor address that Atom Entertainment makes available on the Site or through other reasonable manner. If applicable law requires that Atom Entertainment accepts email notices (but not otherwise), then you may send Atom Entertainment email notice using Atom Entertainment's [Contact Atom Entertainment Form](#). With respect to Atom Entertainment's notices to you, Atom Entertainment may provide notice of amendments by posting them in the Site and you agree to check for changes. Instead or in addition, Atom Entertainment may give notice by sending email to the email address you provide during registration. Notice shall be deemed given 24 hours after it is posted or an email is sent, unless (as to email) the sending party is notified that the email address is invalid.

Contact Information Disclosure. Atom Entertainment's name and street address is Atom Entertainment, Inc., 225 Bush Street, Suite 1200, San Francisco, CA 94104 and Atom Entertainment's telephone number is 415-503-2400. If you are a California resident, you may have this same information emailed to you by sending a letter to the foregoing address with your email address and a request for this information. The Complaint Assistance Unit of the Division of Consumer Sites of the Department of Consumer Affairs may be contacted at 400 R Street, Sacramento, CA 95814 or (800) 952-5210.

Last Updated on January 12, 2006.

<http://web.archive.org/web/20060128004557/http://www.atomfilms.com/> |  
<http://web.archive.org/web/20060128004557/http://www.shockwave.com/> |  
<http://web.archive.org/web/20060128004557/http://www.gameblast.com/> |  
<http://web.archive.org/web/20060128004557/http://www.addictinggames.com/> |  
<http://web.archive.org/web/20060128004557/http://www.addictingclips.com/>

# **Schapiro Exhibit 339**

---

Subject: RE: review AC policies  
From: "Brendan Jackson" <EX:/O=ATOMSHOCKWAVE/OU=SAN FRANCISCO/CN=RECIPIENTS/CN=B JACKSON>  
To: Scott Roesch  
Cc: Date: Thu, 08 Mar 2007 01:17:15 +0000

I'll set something up for next week.

My first impressions until we chat next:

1) I think we should keep this as an option at least through Phase 1. If in Phase 2 we clearly spell out in our value prop that this is a place where you come to put your content on display, hence no private settings, then we should re-evaluate then. Currently 25% of our volume (about 6000 clips) are set to private or friends and family.

2) I think we should get rid of the ads that are of entertainment value, which is of course highly subjective. I'll think about this a bit more and we can chat more in depth next week. I think this is something that gets rolled into our moderation strategy.

Brendan

---

From: Scott Roesch  
Sent: Wednesday, March 07, 2007 5:36 AM  
To: Brendan Jackson  
Subject: review AC policies

Let's circle back soon (maybe not today but definitely next week) on a couple of things:

1) Private clip sharing – do we want to continue allowing this? It would be great to find out what % of new content is now being shared privately vs publicly – can you do that? From eyeballing the site it seems that at times the private sharing outweighs the public stuff (this morning for example).

2) Ads / promos – do we want to continue allowing all advertisements and promos? Certain ads are cool/funny and definitely belong but we are being used as free bandwidth for SEO companies, car companies, and many more. It seems to me that these clutter the site and get in the way of users looking for entertainment.

There are probably more issues like these to resolve – maybe your project plan needs a line item for this kind of stuff?

# **Schapiro Exhibit 340**

CONFIDENTIAL

# **Paid Search and Contextual Monetization - Action Plan**

Team kick-off document  
October 13, 2006

VIA16465948

## **AGENDA FOR TODAY'S DISCUSSION**

- Update on current initiative
- Overview of objectives
- Discussion of open items, concerns, other



## Objectives for MTVN on site paid search and contextual ad monetization

- **Maximize monetization opportunity** from on-site paid search (sponsored links) and contextual ad placements
  - Secure upfront **guarantees** against performance
  - Ensure **maximum revenue share** by shopping a network-wide deal
  - Deliver upside opportunity through **performance based tiering**
- Secure **operational improvements and cost benefits** from onsite search
  - Determine and weigh off **user benefits** from new provider – e.g., Google Appliance, Yahoo! hosted indexing
  - Receive dedicated **technical support** and account management
  - Determine potential for **improvements in external indexing** (ie site maps for SEO)
  - Determine potential for customer **analytics support** for high-traffic low monetization sites (e.g., NeoPets)

## Approach to negotiations

### Approach:

- Leverage **our scale** (#10 network, 140M 7.2B PVs) to secure maximum opportunity – requires a uniform approach
- Weigh off **monetization and potential operational benefits (e.g., Google Appliance, Google Analytics)**
- Ensure **fast turn around** and deal close
- Use **competitive threat** for maximum value (communicated to Yahoo, MSN, Google)
- Sites need to be approached individually for implementation though expectation is that **participation is default** (implementation **style TBD** by site i.e., where sponsored links appear on which pages, etc)

### Concerns

- Sponsored links and contextual ads can often be a source of **competitor advertising**; most providers do have blocking but efficacy TBD
- As with all DR, **traffic is directed offsite**

## RFP Key Parameters - Questions

1. General overview of partner's **approach** to search & content monetization, and **partner differentiation** from the competition (scale, technology, experience, etc.).
2. Description of the various **ad products** (CPC, CPM, CTP, CPA, etc.) offered by partner, and partner's available **targeting methodologies** to providing the most relevant and effective results (contextual, demographic, psychographic, etc.) – and how these apply to MTVN properties.
3. Overview of partner's **ad network** (size, spend, reach, vertical strength(s)).
4. **Key clients/case studies that relate to MTVN's properties** (e.g., entertainment) that help demonstrate partner's approach to maximizing ad revenue for MTVN & enhancing MTVN's **user experience**.
5. Partner's suggested aggressive, moderate, and conservative **placements on page types and how those placements affect business terms**.
6. Proposed **key deal terms** (financial terms, length of agreement, MTVN requirements/restrictions/deliverables, other).
7. Overview of **reports and information** that will be accessible once MTVN has implemented partner's services.
8. Description of partner **resources dedicated to the MTVN relationship** for optimization, trouble-shooting, introduction to additional opportunities, etc.
9. **Operational benefits and user experience enhancements** from onsite search and support; methodology; potential improvements to external search indexes
10. **Timeline** and key components to implementation
11. Any **other information** partner thinks may be relevant or unique that partner can bring to a relationship with MTV Networks

# Team Charter - Overview

**Objectives**

Maximize **monetization** opportunities with upfront guarantees and performance based triggers

Enhance onsite **user experience** through improved search relevance

Improve **external indexing** through standardized data feeds and linking structures

**Team members:**

- Adam Cahan
- Lili Cunningham
- Blair Harrison
- Brad Herman
- Courtney Holt
- Beth Lewand
- Nick Rockwell
- Mika Salmi
- Nada Stirratt
- Caleb Weinstein
- Michael Wolf - Sponsor

**Success metrics**

- Time to implementation
- Revenue goals
- Improved onsite search
- Improved external relevance

**Timeline and milestones**

<b>Steps</b>	<b>Due date</b>	<b>Open issues</b>
• Team Kick-off	10/13	• Site concerns
• Data/ requirements	10/13	• Global data and expected growth
• RFP	10/13	•
• Partner - demo	10/12	•
• Negotiation	xx	•
• Deal close	xx	•
• Implementation	xx	•

Site overview and stats – (1/2)

Site	Uniques	PageViews	Image Ad	Comments/ Requirements
<b>MTV</b>	18.0M	231M		
<b>MTV2</b>	0.8M	5.8M		
<b>MTVu</b>	0.5M	2.6M		
<b>VH1</b>	7.7M	93.6M		
<b>CMT</b>	3.4M	57.8M		
<b>LOGO</b>	0.3M	2.4M		
<b>GAMETRAILERS</b>	3.3M	32.3M		
<b>XFIRE</b>	2.4M	16.0M		
<b>IFILM</b>	8.8M	34.0		
<b>ATOMFILMS</b>	4.5M	16.0M		
<b>SHOCKWAVE</b>	27.6M	119.6M		
<b>ADDICTINGCLIPS</b>	5.0M	12.3M		

Source: Internal Logs, 3 month avg through August

Site overview and stats – (2/2)

Site	Uniques	PageViews	Image Ads	Growth/ Comments
NICK	15.1M	359.0M		
NICKJR	7.2M	230.0M		
NOGGIN	1.5M	36.9M		
ADDICTING-GAMES	11.5M	209.1M		
PARENTS-CONNECT	TBD	TBD		SITE LAUNCH
COMEDY CENTRAL	4.9M	64.3M		
TVLAND	0.4M	4.6M		SITE RELAUNCH
THE-N	2.1M	1.8M		
GOCITY KIDS	0.6M	3.0M		
TOTAL	140M	7.2B		

Source: Internal Logs, 3 month avg through August

## Next steps and open issues

### **Open issues:**

- To discuss today.

### **Immediate next steps**

- OnGoing negotiations with Google
- Opened discussion with Yahoo!
- Alerted MSN

# **Schapiro Exhibit 341**



## AddictingClips Overview

Updated 4/18/06

### 1. OVERVIEW

AddictingClips is a leading user-generated entertainment service, enabling users to upload, host, and share their video clips, cartoons, and Flash games.

At launch (3/30/06), AddictingClips is the most versatile and entertaining user-generated entertainment service, giving users more ways to share more types of content. With strong support from Atom Entertainment staff and Web properties, it has the potential to be the most successful business in the category.

### 2. CONTENT OPERATIONS

Content uploaded to AddictingClips is immediately published on the public site without an editorial review. Thus, AddictingClips is a "passive conduit," which provides end users with a platform for self-expression and creativity without being subject to editorial control by a third party.

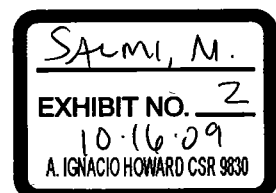
After content is published on AddictingClips, the site community provides feedback on the content which dictates its future.

- Positive Feedback: A small percentage of the site's most successful content, as evidenced by factors such as high user ratings or a large number of views, is reviewed by AddictingClips staffers. Some of this reviewed content is slotted in the site's "Featured Clips" area, and some of it is selected to earn money and further distribution through the "Cash For Clips" program.
- Negative Feedback: If members report that a certain clip violates the Atom Entertainment Terms of Service, that clip is promptly reviewed by AddictingClips customer support and/or legal staff. If the content is found to be illegal, it is promptly removed from the site.

Specifically, the Terms of Service states that users cannot upload content that is "indecent, libelous, defamatory, obscene, threatening, invasive of privacy or publicity rights, abusive, illegal, harassing, contain expressions of hatred, bigotry, racism or pornography, or are otherwise objectionable, or that would constitute or encourage a criminal offense, violate the rights of any party or violate any law...[or] infringe the copyright, trademark, publicity/privacy right or other intellectual property right of any third party." The full text of the Terms of Service are available at this URL:  
[http://www.atomentertainment.com/asw\\_legal\\_terms.htm](http://www.atomentertainment.com/asw_legal_terms.htm).

### 3. KEY FEATURES OF ADDICTING CLIPS

- A. Upload your clips to the Web immediately
  - Video, Flash animation, Flash games
  - From your computer or cell phone
- B. Share your clips online
  - Upload for the world to see (or just your friends)
  - Embed or link clips on your own site
  - Create Friends lists



- C. Personalize and customize
  - Get "My AC" -- your own video homepage
  - Collect your own clips and other favorites
  - Get feeds of new clips in your interest areas
- D. Earn money and recognition
  - Our top clips get distributed to AtomFilms – the leading channel for original short-form entertainment
  - Top clips get paid through our Cash For Clips program
- E. Use our video search & directory tools to discover thousands more clips
  - Our directory contains thousands of clips from around the Web, editorially selected for their entertainment value
  - Want more? Use our video search engine to scour the entire web

#### 4. COMPETITIVE POSITIONING

Many sites offer video sharing functionality, but AddictingClips stands alone as the most versatile and entertaining service in the category:

- AC is more versatile
  - We accept Flash animation and Flash game uploads, in addition to video
  - We accept video uploads directly from cell phones
- AC is more comprehensive
  - In addition to showcasing the best clips from AddictingClips users, we direct users to watch the best clips on other sites
  - We have a video search engine that crawls the entire Internet
- AC is the place to get seen and get paid
  - We have millions of entertainment fans on the site every month
  - Our top clips get distributed to AtomFilms – the Web's leading channel for original short-form entertainment
  - Top clips get paid through our Cash For Clips program
- AC is more fun
  - Because AC is a part of Atom Entertainment, a disproportionate amount of our users are entertainment fans and/or creators, who tend to upload content that is more creative and fun. A clip that is truly "addicting" appeals to more than just family and friends!
- AC is a real business
  - The service is supported by Atom Entertainment's family of successful and profitable entertainment destinations and their related audiences.
  - A partner site to AddictingGames, which boasts over 6,000,000 monthly uniques (Comscore), primarily young men
  - Support from AtomFilms – "the web's best pit stop for fun" (BusinessWeek), with over 4,000,000 monthly unique users (Comscore)
  - Atom Entertainment's large direct sales force will ensure that big brands who want to be a part of user-generated-entertainment do it with us!

5. FEATURE COMPARISON (Updated 3/27/06)

	Immediate video upload	Immediate Flash upload	Thous ands of clips	Browse by tags	Embed clips on other sites	Personalization - favorites, friends	Public and private video sharing	Cell phone upload	Browse hot content on other sites	Pay top creators	Millions of users today	Strong ad-supported business
AddictingClips	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
YouTube	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
VidLife	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Rewver	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
IFILM	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
My Space	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Google Video	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
YES												
NO												

# **Schapiro Exhibit 342**

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

# **Schapiro Exhibit 343**

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

# **Schapiro Exhibit 344**



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From: Rockwell, Nick <Nick.Rockwell@mtvn.com>  
Date: Wed, 14 Mar 2007 18:14:41 -0400  
To: Jackson, Brendan - Atom Entertainment <bjackson@atom.com>, Sanders, Joel - Atom Entertainment <jsanders@atom.com>, Murphy, Luke \{MTVi\} <Luke.Murphy@mtvn.com>, Goldstein, Glenn <Glenn.Goldstein@mtvn.com>  
Cc: Roston, Adrian - iFilm <Adrian.Roston@mtvstaff.com>, <sroesch@atom.com>  
Subject: Re: implementing Audible Magic for Addictingclips.com

Not really- it's more like "we have to do this".

So even if that still needs debating let's at least start the impl process so we \_can\_ do it...

----- Original Message -----

From: Jackson, Brendan - Atom Entertainment  
To: Sanders, Joel - Atom Entertainment; Rockwell, Nick; Murphy, Luke (MTVi); Goldstein, Glenn  
Cc: Roston, Adrian - iFilm; Roesch, Scott - Atom Entertainment  
Sent: Wed Mar 14 17:44:27 2007  
Subject: RE: implementing Audible Magic for Addictingclips.com

Originally this was going to be set up as a test of the Audible Magic service – is this still the case?

Thanks –

Brendan

---

From: Sanders, Joel - Atom Entertainment  
Sent: Wednesday, March 14, 2007 2:34 PM  
To: Rockwell, Nick; Murphy, Luke (MTVi); Goldstein, Glenn; Jackson, Brendan - Atom Entertainment  
Cc: Roston, Adrian - iFilm; Roesch, Scott - Atom Entertainment  
Subject: RE: implementing Audible Magic for Addictingclips.com

Pulling our AddictingClips Product Manager – Brendan Jackson – into this email chain.

Thanks!

Joel Sanders  
Director of Product Management, AtomFilms  
MTV Networks  
225 Bush Street, Suite 1200  
San Francisco, CA 94104

---

From: Rockwell, Nick  
Sent: Wednesday, March 14, 2007 2:23 PM  
To: Murphy, Luke (MTVi); Goldstein, Glenn  
Cc: Sanders, Joel - Atom Entertainment; Roston, Adrian - iFilm  
Subject: RE: implementing Audible Magic for Addictingclips.com

Adrian – can you help Luke out?

thx

---

From: Murphy, Luke (MTVi)

---

Sent: Wednesday, March 14, 2007 5:22 PM  
To: Rockwell, Nick; Goldstein, Glenn  
Cc: Sanders, Joel - Atom Entertainment  
Subject: RE: implementing Audible Magic for Addictingclips.com

I can work with Joel for the RealityDigital implementation - so code from Adrian would help.

Thanks +

Luke

-----  
Luke Murphy  
VP Technology  
MTV Networks Online  
w - 212-846-3209  


---

From: Rockwell, Nick  
Sent: Wednesday, March 14, 2007 4:49 PM  
To: Goldstein, Glenn; Murphy, Luke (MTVI)  
Subject: implementing Audible Magic for Addictingclips.com

HI - so we need to do this. How do you want to go about it? To be clear, this is to screen user uploads against AM's database. Adrian has implemented this at iFilm... and can give advice

Google stuff is increasing the pressure to get this done.

Nick Rockwell  
SVP & CTO, MTV Networks Digital Media Technology  
p: (212) 846-3245  
e: nick.rockwell@mtvn.com

# **Schapiro Exhibit 345**

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