

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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iCOPYRIGHT, INC.,	:	10 CV 8860 (NRB)
Plaintiff,	:	
-against-	:	
THE ASSOCIATED PRESS and PRESS	:	DECLARATION OF TODD B. MARTIN
ASSOCIATION, INC.,	:	IN OPPOSITION TO PLAINTIFF’S
Defendants.	:	MOTION FOR PRELIMINARY
-----	X	INJUNCTION

TODD B. MARTIN hereby declares the following pursuant to the provisions of 28 U.S.C. § 1746:

1. I am Vice President and Chief Technology Officer for defendant The Associated Press (“AP”). I make this declaration in opposition to the motion of plaintiff iCopyright, Inc. (“iCopyright”) for a preliminary injunction.

2. My responsibilities include working with AP business and technology leadership to formulate vision and strategy for new products, services, platforms and partnerships in anticipation of challenges facing the news industry and to guide delivery execution.

3. I have reviewed the Declaration of Andrew Elston, dated November 22, 2010, and statements by iCopyright in its brief in support of its preliminary injunction. The purpose of this declaration is to correct certain false or misleading statements in iCopyright’s papers about (a) AP’s technical and support performance under its agreement with iCopyright and (b) whether AP received or used confidential information or technology from iCopyright in the development or operation of the AP News Registry (the “News Registry”).

4. AP, through its wholly owned subsidiary Press Association, Inc. (both are referred to herein as “AP”) and iCopyright entered into a Content Services Agreement with an effective date of April 15, 2008 (the “CSA”) (Exhibit 1). The accompanying Declaration of Bruce Glover of AP explains the origins of the CSA and AP-iCopyright relationship, how the CSA operated from a business perspective, and business communications between AP and iCopyright concerning the CSA .

AP PERFORMED ITS TECHNICAL SUPPORT OBLIGATIONS UNDER THE CSA

5. In his declaration, Mr. Elston asserts that AP did not perform its technical support obligations under the CSA. This is not correct. While some technical issues were encountered during the relationship, AP addressed and resolved those issues as they arose. These issues did not significantly affect iCopyright’s opportunities to license AP content.

6. As Mr. Glover explains, the CSA gave iCopyright the authority to license reprint and republication rights to an AP news product known as AP Hosted Custom News (“AP Hosted” or “Hosted”). The AP Hosted product is provided to subscribing newspapers and radio stations that operate websites that feature AP news, but that do not want to incur the costs and technical burdens involved in editing and updating such news. In AP Hosted, AP prepares a selection of its top news stories, which may also include photo and video content.

7. AP designs the AP Hosted product to look like it is part of the subscriber’s website. In reality, the AP Hosted product resides on AP’s own servers. When an Internet user clicks on a story, photo, or video link within AP Hosted pages on a subscriber website, the news content is delivered to the user’s screen or device by AP’s computers, not the subscriber’s computers.

8. The AP Hosted product currently resides on two sets of AP computer servers.

The first set uses an older legacy software array, and we call it “Hosted 1.” The second set uses newer software and has more flexibility; it is known as “Hosted 2.” Approximately 90% of user traffic to the AP Hosted product is currently directed to and serviced by AP’s Hosted 1 system. The Hosted 2 system was launched in April 2008, but was brought on line only gradually.

9. Under the CSA, AP was required to place an “iCopyright tag” adjacent to each article appearing on the AP Hosted product. To the user’s eye, the tag was a logo of a copyright symbol within a house. However, the user’s computer or other device saw the tag as a hyperlink to the iCopyright website. When a user clicked on the tag, he or she was taken via a link to the iCopyright computer servers. These servers then displayed a page or pages which offered the user the option to enter into a license transaction to use the particular AP news content, or a portion of it, for such purposes as e-mail distribution, photocopies, reprints, or use of excerpts in other publications. Some license options were instant, meaning that the user could buy the particular license right with a credit card or other payment method without human intervention. More complex or extensive uses that did not fit into one of the instant categories, generated a sales lead, and the user could conclude a license contract after an e-mail exchange with iCopyright representatives regarding terms and pricing.

10. As with any new add-on to computer systems, AP encountered some issues with the initial implementation of the iCopyright tags. However, after the tagging system was implemented, there were few if any problems encountered with orders placed with iCopyright for the content that was delivered from AP’s Hosted 1 servers.

11. In December 2008, AP began applying iCopyright tags to AP Hosted content served by the Hosted 2 system. At that point, the Hosted 2 system’s traffic was extremely small – only about 0.1% of the total traffic served by the Hosted 1 system. In December 2008, Hosted

1 had over 20 million page views, while Hosted 2 had about 20,000 page views. From December 2008 until the CSA was terminated in November 2010, the maximum traffic served by the Hosted 2 system at any given time was no more than about 10% of the total AP Hosted traffic (that is, Hosted 1 served 90% or more of the traffic).

12. After December 2008, we encountered some technical problems with iCopyright tags and content links for traffic directed to the Hosted 2 system. The primary problem encountered was that some links to stories residing on Hosted 2 were broken; that is, when the user clicked on the tag, he or she was sent to the iCopyright system, but the information necessary to identify the article that the user was interested in was not transmitted to the iCopyright servers, so the user could not complete an order for a license.

13. We addressed the problems of broken links when they arose and were brought to our attention by iCopyright. However, it is important to note that the actual extent of this problem was very small. When the problem was at its height, no more than 10% of the news articles delivered by the Hosted 2 system had broken links. Since Hosted 2 carried no more than 10% of the total AP Hosted traffic, the link problem affected no more than approximately 1% of the overall Internet user traffic to the entire AP Hosted system. In fact, in an e-mail from July 21, 2009, Mr. Elston acknowledged that “the main platform where the implementation was initially done [i.e., the Hosted 1 server] is working properly – and I assume this is where most of the customers are.” (Exhibit 2). He was correct.

14. There were also minor issues raised about where the iCopyright link should appear on the Hosted 2 content, and whether the appearance of the tag on Hosted 2 content was in precisely the form desired by iCopyright. However, these issues did not affect users’ abilities to order licenses from iCopyright.

15. Our agreement with iCopyright required AP to “use commercially reasonable efforts to cooperate to ensure that the [iCopyright] Service performs as contemplated.” (CSA § 1.7). While providing support took time and had to be reconciled with AP’s own information technology needs, we tried to be as responsive as possible to iCopyright’s requests and issues (while dealing with all the other computer and systems issues that AP encountered). In short, we dealt with and resolved iCopyright’s technical issues, and provided other support to iCopyright, in a commercially reasonable manner.

THE NEWS REGISTRY

16. Mr. Elston asserts in his declaration that somehow AP, having received “confidential information” or “technology” from iCopyright, and having learned of an opportunity to make revenue by licensing Internet uses of content, developed a “product that appears to have many of the same functions and services as those provided by iCopyright,” which he calls “The Registry.” He also claims that AP was trying to induce iCopyright to terminate the CSA so that AP could replace iCopyright’s services with “The Registry’s” services, and that AP has or will use confidential and proprietary information of iCopyright to develop the Registry. Every one of these declarations is false.

17. The truth is this. Ever since news publishers began to publish their content on the Internet in the mid-1990s, AP and other news providers have been concerned about the many unlicensed, uncompensated, and infringing uses made of that digital content. Since the early 2000s, AP and other news providers have been considering various technological approaches that would meet three goals: (a) the ability to locate sites on the Web where news content is being used without permission, (b) developing efficient means of enforcing intellectual property rights where infringement is apparent, and (c) wherever possible, turning unlicensed republishers

of news content into licensees, thereby stopping the loss of online revenue that has threatened the news business's viability, and making it possible to develop profitable new markets and platforms.

18. AP has been a leader in this effort. AP's President, Thomas Curley, has publicly spoken on many occasions about the need for technology that will protect the intellectual property in news, and make it easier to license digital uses. The AP Board has authorized AP to develop many initiatives in this area. Contrary to what Mr. Elston suggests, AP did not need iCopyright to teach us about the risks and revenue opportunities presented by Internet use of news content, or the need for new technological approaches. We knew about these issues, and began developing solutions, years before AP signed the CSA.

19. One of AP's initiatives in this field is the AP News Registry (the "News Registry"). Our work on what has developed into the News Registry began in 2004, when the AP Board directed AP to develop tools to search out and reduce unauthorized uses of AP and member content on the Internet. This initiative was publicly announced by a July 26, 2004 press release. (Exhibit 3).

20. Briefly, the News Registry is intended to monitor and report on what news content is being published online by whom, when, where, and for how long, and to determine what rights and licensing rules are being followed (or not followed). The Registry, as originally conceived, has two parts: (a) a database to store rights and usage information about AP and member content published on the Web, and (b) a set of Web-based services, provided for a license fee, which defines and express the rights in specific news items. This is information that would follow a news item wherever it is republished on the Web.

21. Mr. Elston suggests that he and iCopyright did not know about the News Registry

until March 26, 2010. This is simply untrue. The initiative was first announced by Dean Singleton, in an early April 2009 speech to the AP annual meeting, which was covered in a New York Times article of April 6, 2009. (Exhibit 4) and in an AP press release dated April 10, 2009. A copy of this release is attached as Exhibit 5. In addition, AP issued additional press releases concerning the News Registry in July 2009 (Exhibit 6) and [other dates]. The News Registry was the subject of many articles on websites and in trade journals during 2009.

22. iCopyright was immediately aware of this initiative, and wanted its services to be considered. On April 7, 2009, having seen the New York Times article, Mr. Elston sent Mr. Glover an e-mail seeking to have iCopyright become involved in the initiative. (Exhibit 7). Over the next months, Mr. Elston made numerous efforts to interest AP in using iCopyright's services for the News Registry. Some of his e-mails are attached as Exhibit 8.

23. In fact, in May 2009, after the News Registry was announced, the then CEO of iCopyright (Michael O'Donnell), and two of the company's directors (including Lary Stromfeld, a partner of iCopyright's current litigation counsel of Cadwalader Wickersham & Taft LLP) met at AP to propose that iCopyright provide services to the News Registry. Their non-confidential presentation, provided at the meeting (Exhibit 9), actually cited AP's announcements of the News Registry (p. 2), and proposed that iCopyright provide a tool (called "Discovery") that would allow AP to track use of its content on the Internet (pp. 5-6a). The iCopyright representatives also compared their system to a number of competitive systems on the market, including one called Attributor.

24. At the meeting, AP representatives made clear to iCopyright that AP had not yet decided whether it would develop usage tracking capability capacity internally or work with outside vendors in developing the News Registry, but that we would evaluate all systems fairly.

25. Well into 2010, iCopyright continued to press AP for an opportunity to supply services to the News Registry. This became a problem because, as Mr. Glover states, these sales approaches were taking place after iCopyright had stopped paying its minimum fee and owed substantial amounts to AP.

26. Neither at this meeting, nor at any other time, did iCopyright provide AP with any technology, software, or other confidential information concerning Discovery, or any other iCopyright system that could potentially be useful to the News Registry. All the information about its capacities that iCopyright provided was at a high level of generality and was publicly disclosed by iCopyright in other contexts.

27. A team of AP personnel, delegated to develop the details of the News Registry, evaluated what was publicly known of the iCopyright system and determined that it was not suitable for AP's purposes. Among other reasons, iCopyright's approach to identifying content republished on the web relied not on a proprietary web crawling, indexing and analysis, but the search databases and technology of Google and Yahoo!.

28. AP was already a subscriber to a service, called Attributor which is focused on providing applications and services around misappropriation and enforcement.. Attributor had its own proprietary web crawling technology and the ability to match content found on the web with news publisher content, both of which would be necessary to the operation of the News Registry. We were already working with Attributor who could offer us the robust services that we needed because they had it built into their product where iCopyright did not.

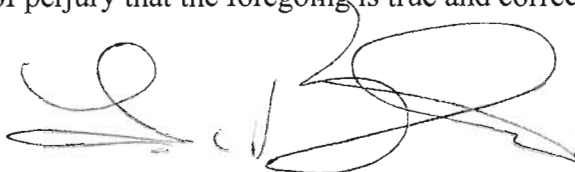
29. iCopyright continued to seek an opportunity with the News Registry until shortly before it was terminated. Well into 2010, its representatives spoke with AP personnel involved in the News Registry on several occasions to pitch iCopyright's services. However, the

conclusion of the News Registry personnel remained the same as before: they did not see that the iCopyright service array could be usefully integrated into the News Registry.

30. In addition, AP did not receive any software or other proprietary technology from iCopyright as a result of signing or performing under the CSA. AP used its own technicians and its own (or third-party) software, and standardized computer formatting language, in order to enable the iCopyright tags that were appended to AP Hosted news stories.

31. In short, AP does not need, has not received, and will not use any of iCopyright's claimed technology or confidential information in the operation or development of the News Registry or in any other AP activity. iCopyright's speculative assertions to the contrary are simply false.

I declare under penalty of perjury that the foregoing is true and correct. Executed on December 2, 2010.

A handwritten signature in black ink, appearing to read "TODD B. MARTIN", written over a horizontal line.

TODD B. MARTIN

EXHIBIT 1

iCopyright Content Services Agreement

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This agreement (the "Agreement") is made as of April 15, 2008 ("Effective Date") by and between iCopyright Inc., a Washington corporation having its principal place of business at 4580 Klahanie Drive SE, Number 475, Issaquah, WA 90829, USA, ("iCopyright") and Press Association, a wholly owned subsidiary of the Associated Press, a New York corporation having its principal place of business at 450 West 33rd Street, New York, NY 10001 ("AP").

1. Service Implementation

1.1 Service Description. The iCopyright Service (the "Service") facilitates Instant Licenses, Custom Licenses, Advertising Supported Free Uses, and Content Services with regard to digital content delivered over the Internet as described in Schedule C. The Service is initiated when readers ("End Users") click on an iCopyright Tag that either AP has placed on its hosted news service displayed through AP Member web sites ("AP Hosted") or Publisher, as defined below, has placed on its web site in accordance with iCopyright's instructions. The "iCopyright Tag" is a hyperlink consisting of iCopyright's trademark logo design (as depicted in Schedule A) and a fragment of HTML or Javascript that, when clicked, redirects the End User to the iCopyright Service and displays in a new window the information (including information supplied by AP) needed to fulfill a variety of content licensing and content fulfillment services as set forth in Schedule C. The Service is co-branded with the AP's corporate and/or participating member logos, and with a "powered by iCopyright" mark.

1.2 Appointment. (a) AP, acting as the publisher of AP Hosted, hereby subscribes to the Service and appoints iCopyright as its exclusive agent to: (i) Transact and deliver content services as set forth in Schedule C initiated from the iCopyright tag on web pages of the Tagged Content, as defined on Schedule A attached hereto, displayed on AP Hosted; (ii) Manage and fulfill, by itself or in association with third-party reprint companies at its sole discretion, requests for Custom Licenses and other custom licensing services requiring human intervention initiated from the iCopyright Tag; and (iii) Insert advertisements into Advertising Supported Free Uses initiated from the iCopyright Tag, provided that the AP receives a share of the advertising revenue earned from this usage as outlined in Schedule B of this Agreement, and the advertisements are clearly separated from AP's content and do not appear to be endorsements by the AP. (b) AP grants to iCopyright the right to receive a feed of the content that is posted at <http://hosted.ap.org> to fulfill the Services set forth in Schedule C. (c) AP grants to iCopyright the right to promote AP content through the iCopyright Clip&Copy service as described in Schedule C; and, furthermore, (d) AP hereby permits any AP content published on a web site of an individual AP licensee or Member or other website legitimately displaying AP content ("Publisher") to be included by that Publisher, at such Publisher's sole discretion, as Tagged Content for distribution via the Service accessible to End Users from that Publisher's web site; provided, however, that each such Publisher shall first execute the "Terms of Use Agreement Between AP and Publisher" attached hereto as Schedule D, or an electronic version of said schedule in the iCopyright system, and enter into a Content Services Agreement with iCopyright. AP hereby approves and executes Schedule D, which shall be binding on both AP and a Publisher when signed by such Publisher either through signing the physical form or an electronic version in the iCopyright system (without any further action being required by AP). The rendering of iCopyright's "Best Practices Implementation" on Schedule D, for the online version of this form, shall be updated by iCopyright from time to time to match the form currently recommended by iCopyright. AP agrees to promote iCopyright as its preferred agent for managing the services set forth in Schedule C to such AP licensees, Members and websites.

1.3 End User License Agreement. AP shall provide iCopyright with an End User License Agreement, which iCopyright will display on AP Hosted and have End Users accept before licenses are granted and

delivered. AP will use iCopyright's default End User License Agreement unless it provides its own version. AP represents that it possesses full right and authority to grant the rights described in the End User License Agreement.

1.4 Business Rules. To make the Tagged Content available through the Service, AP agrees to the revenue sharing and business rules set forth in Schedules B and C, however, notwithstanding the above, AP shall have the right to approve the business rules for AP Hosted.

1.5 Tagging. AP shall affix, or arrange or approve to have affixed, iCopyright Tags at the top and bottom of each AP article displayed on AP Hosted in the format set forth in Schedule A on the Publications and websites identified in Schedule A. AP shall maintain the iCopyright Tags so that they link properly to iCopyright's servers. iCopyright grants to AP a worldwide, non-exclusive, royalty-free license to reproduce and display the iCopyright Tag, as provided by iCopyright, on the Publications. AP agrees not to use the iCopyright Tag for any other purposes, or knowingly allow any other party to use it, without written authorization from iCopyright; provided, however, that AP may apply the iCopyright Tag to distributed or syndicated copies of the Publications hosted by third parties with iCopyright's written approval in advance and in accordance with iCopyright's instructions.

1.6 Disputed Works. AP shall not apply the iCopyright Tag to content that AP knows or should know that its rights to such content are in dispute. AP shall promptly notify iCopyright of any dispute or changes in AP's rights to any previously Tagged Content. If previously Tagged Content is discovered by AP to be a disputed work, iCopyright and AP shall cooperate to minimize potential damages associated with such content and iCopyright shall have the right to remove such content from the iCopyright Service. Upon request of Publisher, iCopyright shall assist AP in notifying licensees of such content that their licenses are revoked. AP shall, upon reasonable request, provide iCopyright with proof of ownership or license in any Tagged Content.

1.7 Support. AP and iCopyright shall use commercially reasonable efforts to cooperate to ensure that the Service performs as contemplated. AP shall designate in Schedule A one or more contacts to be responsible for resolving open business or technical issues.

2. Service Access, Reporting and Fees

2.1 License Tracking. iCopyright will process and fulfill all requests for the services in Schedule C. Licenses will be granted to third party licensees by using the applicable Business Rules in Section 1.4 and in accordance with the End User License Agreement in Section 1.3. Completed transactions will be assigned a license tracking ID number and stored in the iCopyright License database. This database can be accessed via the Internet by AP from the Publisher Console and by the End Users that are granted licenses, as proof of license.

2.2 Access. iCopyright will not be responsible for lack of access to the Service or the availability of any site linked to the Service, but will use commercially reasonable efforts to insure that the Service and links continue to function properly. If the Service or the AP's content is not available for any reason, the End User will receive a "Content Not Available," notice.

2.3 Design and Custom Features. iCopyright shall use AP's logos, design, layouts, and any other graphical elements, in accordance with AP's Brand Guidelines, required to fulfill End User requests, as selected by AP or its authorized agent in the Publisher Console. Custom feature requests will be billed at iCopyright's prevailing rates upon prior written approval by AP of project specifications and cost estimates.

2.4 Caching. iCopyright may cache, or store, an exact digital copy of the Tagged Content accessed through the Service. iCopyright will also allow End Users to save a copy of AP's content in an iCopyright-hosted personal reading room. iCopyright will remove cached or stored content at any time upon AP's request.

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2.5 Reporting and Payments. In each of the twelve months following AP's implementation of the iCopyright Tags as described in Schedule A, iCopyright shall pay AP, each month, a Minimum Fee equal to \$15,000 ("Minimum Fee") or the total of all the revenue share due AP under the terms of this Agreement, whichever amount is greater. Beginning with the thirteenth month, the Minimum Fee shall be \$20,000 per month and beginning in the twenty-fifth month the Minimum Fee shall be \$30,000. iCopyright shall provide AP with monthly reports and a check for payments due AP under Schedule B, reflecting advertising revenue and completed licensing transactions, less taxes, allowances, credits and charge-backs. Records of revenues and licenses granted pursuant to this Agreement will be maintained for three years by both parties. Both parties shall be entitled to audit the other's records once per 12-month period to verify compliance with this Agreement, using an independent auditor, during normal business hours and upon reasonable notice to the party to be audited. The party requesting the audit shall bear all fees and expenses charged by such auditor unless the amounts paid by the other party are determined to be less than ninety-five percent (95%) of the amount payable under this Agreement, in which case the defaulting party shall be responsible for the payment of the reasonable fees and expenses actually incurred for such inspection. In addition, said defaulting party shall pay to the other one hundred and ten percent (110%) of any deficiency within 30 days of receipt of notice thereof.

3. Term and Termination

3.1 Term and Termination. The term of this Agreement will commence upon the Effective Date and shall continue for three (3) years and automatically renew for additional terms of one (1) year unless either party provides written notice of termination to the other party ninety (90) days prior to the automatic renewal date. Upon termination, both parties shall cease promoting the relationship between iCopyright and Publisher, and shall discontinue all uses of the other party's Marks; AP shall cease using the iCopyright Tags and promptly remove them from its content and web pages; iCopyright shall discontinue all uses of AP's content and shall, within thirty (30) days after the effective date of termination, purge the AP's content from iCopyright's computer system and certify destruction in writing of all versions of the AP's content in iCopyright's possession.

4. Confidentiality

4.1 "Confidential Information" means any information disclosed by either party to the other party, directly or indirectly, in writing, orally, or by inspection of tangible objects, that is designated as "Confidential," "Proprietary," or some similar designation. Information communicated orally will be considered Confidential Information if such information is confirmed in writing as being Confidential Information within a reasonable time after the initial disclosure. The Proprietary Technology and iCopyright's Technical Manual will be treated as iCopyright's Confidential Information, whether designated as Confidential or not. Publisher's proprietary technology, the terms of this Agreement, business practices of either party, and future business plans and services will be treated as Confidential Information, whether designated as Confidential or not. Revenue reports, lists of End User contact information and the content of any report provided under this Agreement will be treated as Confidential if marked "Confidential". Confidential Information will not include any information that (a) was publicly known and made generally available in the public domain prior to the time of disclosure by the disclosing party; (b) becomes publicly known and made generally available after disclosure by the disclosing party to the receiving party through no action or inaction of the receiving party; (c) is already in the possession of the receiving party at the time of disclosure by the disclosing party, as shown by the receiving party's files and records; (d) is obtained by the receiving party from a third party without a breach of such third party's obligations of confidentiality; or (e) is independently developed by the receiving party without use of or reference to the disclosing party's Confidential Information, as shown by documents or other competent evidence in the receiving party's possession. The terms and

conditions of this Agreement and any reports or other information delivered by iCopyright to the other party pursuant to this Agreement including revenue reports are Confidential Information of iCopyright.

4.2 Non-use and Non-disclosure. Neither party shall use the other party's Confidential Information for any purpose except to perform its obligations under this Agreement. Neither party shall disclose the other party's Confidential Information to third parties or to its employees or advisors, except to those employees or advisors of the receiving party who are required to have the information in order for that party to perform its obligations under this Agreement. The receiving party may disclose the other party's Confidential Information if required by law, provided that the receiving party gives the disclosing party prompt written notice of such requirement prior to such disclosure and assistance in obtaining an order protecting the information from public disclosure. iCopyright agrees that (i) AP may disclose the terms and conditions of this Agreement, and any reports or other information delivered by iCopyright to AP pursuant to this Agreement, to those employees of AP whose job functions involve accounting, tax, financial reporting or oversight of the business relationship set forth herein, and (ii) AP may use such information as necessary to maintain accurate books and records and prepare and file accurate financial reports and tax filings.

4.3 Maintenance of Confidentiality. Each party shall take reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the other party's Confidential Information. Without limiting the foregoing, each party shall take at least those measures that it takes to protect its own most highly confidential information. Neither party shall make any copies of the other party's Confidential Information unless expressly permitted by this Agreement or approved in writing by the other party. Each party shall reproduce the other party's proprietary rights notices on any copies.

4.4 Return of Materials. All documents and other tangible objects containing or representing Confidential Information and all copies of the Confidential Information will be and remain the property of the disclosing party. Upon the other party's request, the receiving party shall promptly deliver to the disclosing party all Confidential Information, without retaining any copies.

All electronic files and other intangible objects containing or representing Confidential Information and all copies of the Confidential Information will be and remain the property of the disclosing party. Upon the other party's request, the receiving party shall promptly destroy or otherwise purge from their computer and/or other system(s) the Confidential Information (except to the extent needed to comply with legal and accounting requirements), certifying such in writing to the disclosing party without retaining any copies.

5. Promotion of Service and Public Announcements

5.1 iCopyright and AP each grant the other party a non-transferable, non-exclusive worldwide license to use and reproduce the other party's Marks on web sites and any other materials created to promote the relationship between AP and iCopyright and to direct prospective End Users to the Service. Use of the other party's Marks in marketing-related materials, other than to identify the party as a partner company, shall be subject to advance written approval, which shall not be unreasonably withheld. Both parties shall comply with all reasonable written guidelines, if any, concerning the use or reproduction of the other party's Marks. Neither party shall challenge or assist others to challenge the other party's ownership or registration of its respective Marks. iCopyright and AP agree to engage together in promoting the Service to AP Members and Publishers and to cooperate on developing collateral marketing materials and public announcements subject to prior mutual agreement.

6. Representations and Warranties

6.1 iCopyright. iCopyright represents and warrants that (a) it shall not use or display AP content in the Service in any manner that impugns

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the integrity of AP or AP content (b) it will appropriately operate the Service as specified in this Agreement in accordance with industry standards (c) the execution, delivery, and performance of this Agreement does not and will not violate rights granted by iCopyright to any third party, the provisions of any agreement to which it is a party, or any applicable law, rule or regulation, and (d) it will use industry standard measures to prevent transmission to AP of viruses, worms, Trojan horses or other code that manifests contaminating or destructive properties. Except as expressly provided in this Agreement, and notwithstanding the stated indemnification in Section 8 of this Agreement, the Service is provided "AS IS" and without any other warranties of any kind, either express or implied. iCopyright specifically disclaims the implied warranties of merchantability, fitness for a particular purpose, and title. iCopyright does not warrant that the use and operation of the Service will be uninterrupted or error-free.

6.2 AP. AP represents and warrants that (a) it has full power and authority to enter into the Agreement, to execute and deliver the Agreement and to carry out the terms of the Agreement; (b) the Agreement has been duly authorized by proper action on AP's part, and had been duly executed and delivered by an authorized officer or agent of AP; and (c) the Agreement constitutes the legal, valid and binding obligation of the AP, enforceable in accordance with the terms, subject to applicable bankruptcy, reorganization, fraudulent conveyance, moratorium, insolvency or similar laws now or hereafter in effect affecting the enforcement of creditor's rights generally.

7. Limitation of Liability

7.1 Liability Disclaimer. iCopyright expressly disclaims liability for inappropriate or illegal uses of copyrighted material obtained through the Service by End Users or other third parties and does not accept any responsibility to monitor or enforce any license that it grants through the Service.

7.2 No Consequential Damages. Neither party nor any of its employees, agents, successors, assigns, affiliates or service providers shall be liable to the other party or any third party for any indirect, incidental, special or consequential damages arising out of use of the Service, the inability to gain access to the iCopyright Web site or any other claim under this Agreement.

8. Third Party Claims—Indemnification

8.1 iCopyright. iCopyright will defend and hold AP harmless from and against any claim or action brought by a third party against AP that is based upon (a) a claim arising from, or relating to, iCopyright's breach of this Agreement, including but not limited to a breach of any of the representations and warranties of iCopyright in this Agreement, (b) that the Proprietary Technology infringes or misappropriates the copyright, trademark, patent or trade secret rights of a third party, or (c) iCopyright's wrongful use of AP's content or an error or omission in installing or incorporating the AP's content into the iCopyright Service or in caching, or creating digital copies of, the AP's content for the uses described in Section 2.4 of this Agreement.

9. Miscellaneous Provisions

9.1 Proprietary Rights. iCopyright is the exclusive owner and shall retain all right, title, and interest in its Tag and the proprietary technology, including all intellectual property rights therein and thereto. iCopyright will also own all information, data, compilations, and

processes resulting from iCopyright's operation of the Service. iCopyright does not grant to AP any right or license, express or implied, in the proprietary technology of the Service.

9.2 Severability and Survival. If any part or provision of this Agreement is held to be unenforceable for any purpose, the remainder of the Agreement shall remain valid and enforceable. The following provisions will survive any termination or expiration of this Agreement: Sections 4, 7, 8 and 9.

9.3 Relationship of the Parties. AP and iCopyright are independent contractors, and nothing in this Agreement will be construed to create a partnership, joint venture, or agency relationship between them. Neither has authority to enter into agreements on behalf of the other or to make any binding commitment on behalf of the other, except for the issuance of licenses as anticipated under this Agreement.

9.4 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of New York, without regard to conflicts of law principles. Venue and jurisdiction of any lawsuit arising out of or related to this Agreement exists exclusively in the state and federal courts in New York, New York.

9.5 Delay. If either party is unable to perform any of its obligations under this Agreement due to any cause beyond its reasonable control, such party's performance will be excused and, if performance is still possible, the time for performance will be extended for the period of delay, unless terminated under Section 3.1.

9.6 Notices. All notices required under this Agreement must be delivered in writing by certified mail, return receipt requested, postage pre-paid; or by a commonly recognized overnight delivery service, all delivery charges pre-paid, and addressed to the attention of the Notice party or parties named in Schedule A, with a duplicate copy forwarded to the attention of the General Counsel.

9.7 Assignment. This Agreement will be binding upon and inure to the benefit of iCopyright and AP and their successors and permitted assigns. Except in the case of a merger, acquisition, or sale of all or substantially all of the assets of a party, neither party may assign any of its rights or obligations under this Agreement without prior written consent of the other party, which shall not be unreasonably withheld or delayed.

9.8 Headings, Counterparts, Facsimile Signatures. Headings of the sections of this Agreement are for convenience of the parties only, and shall be given no substantive or interpretive effect whatsoever. This Agreement may be executed in counterparts and by facsimile.

9.9 Entire Agreement and Amendment. This Agreement, including all Schedules, contains the entire understanding of the parties with respect to its subject matter, and supersedes all previous and contemporaneous agreements and understandings concerning the subject matter. This Agreement can be amended only in writing, signed by an authorized representative of each of the parties, except that iCopyright may change the terms of Schedule A, Part 3 and Schedule C at any time by giving AP ninety (90) days written notice of such changes, whereupon AP may elect to decline such changes any time during such ninety (90) day period.

Executed and agreed to by the parties:

For iCopyright:
Name: Michael O'Donnell
Title: President & CEO
iCopyright Inc.
4580 Klahanie Drive SE, Number 475
Issaquah, Washington USA 98029
Phone: (206) 390-4918

For AP:
Name: Jane Seagrave, SVP
Title: The Associated Press
Company: 450 133rd St
Address: NY, NY 10001
City/State/Postal Code:
Phone: (212) 621-7567

iCopyright Content Services Agreement

Schedule A:

Content to be Tagged with iCopyright; AP Contacts

1. "Tagged Content" is defined as AP content in electronic form tagged by AP or Publishers and published on the Internet at the following locations:

AP Hosted (<http://hosted.ap.org>)

Web sites of Publishers that have executed the "Terms of Use Agreement Between AP and Publisher", either physically or by consenting to the equivalent online form.

2. AP Contacts for legal, business and technical issues under this Agreement:

- A. Legal Notices per Section 9.6:

Name: Sri Kasi
Title: General Counsel
Address: 450 West 33rd Street, NY 10001
Phone: 212.621.7993
Fax: 212.621.5488
Email: skasi@ap.org

- B. Business Issues:
Name: Bruce Glover
Title: Deputy Director Business Development
Address: 450 West 33rd Street NY 10001
Phone: 212.621.7447
Fax: 212.621.5488
Email: bglover@ap.org

- C. Technical Issues
Name: AP Digital Support
Title:
Address: 450 West 33rd Street NY 10001
Phone: 877-836-9477
Fax: 212.621.5488
Email: APDigitalSupport@ap.org

3. iCopyright Contacts for legal, business and technical issues under this Agreement:

- A. Legal Notices per Section 9.6:

Name: Michael O'Donnell
Title: CEO
Address: 4580 Klahanie Drive, No. 475, Issaquah, WA 98075
Phone: 206-484-8561
Fax: 425-391-9693, box 475
Email: mike@icopyright.com

- B. Business Issues:
Name: Andrew Elston
Title: Director, Publisher Services
Address: 4580 Klahanie Drive, No. 475, Issaquah, WA 98075
Phone: 206-839-8540
Fax: 206-470-1150
Email: Andrew@icopyright.com


- C. Technical Issues
Name: iCopyright Support

iCopyright Content Services Agreement


Address: 4580 Klahanie Drive SE, No. 475, Issaquah, WA 98075
Phone: 206-484-8561
Fax: 425-391-9693, box 475
Email: support@icopyright.com

3. The iCopyright Tags

At the top of each article on AP Hosted, the following iCopyright Tags shall be displayed:

 [E-mail](#) | [Print](#) | [Save](#) | [Post](#) | [Get Photos](#) | [Get Reprints](#) | [Reuse Options](#)

At the bottom of each article on AP Hosted, the following iCopyright Tag shall be displayed:

 [Click here for copyright permissions!](#)
Copyright 2008 Associated Press

iCopyright Content Services Agreement

Schedule B: Revenue Sharing

The following revenue-sharing provisions shall remain in effect throughout the Term of this Agreement.

Part 1. Revenue Sharing from Transactions initiated from AP Hosted:

- a) **Instant Licensing Revenues.** Eighty Percent (80%) of all Gross Revenue from Instant Licensing transactions processed by the Service through the Tag shall be paid to AP. iCopyright shall retain Twenty Percent (20%) of all Gross Revenue from Instant License transactions initiated or processed by the Service through the Tag; provided, however, that for Quality Quick Prints, AP and iCopyright shall share Gross Revenue on a 50% / 50% basis. For the purposes of this paragraph, "Gross Revenue" means the total revenue actually collected by iCopyright, less shipping, taxes, refunds and credits to End Users. "Net Revenue" means the amount of Gross Revenue paid to AP.
- b) **Custom Licensing Revenues.** Ten Percent (10%) of all Gross Revenue derived from custom reprint, eprint, and other Custom License transactions processed by the Service through the Tag will be retained by iCopyright, where "Gross Revenue" means the total revenue actually billed to licensees, less taxes, refunds, and shipping costs. Fifty Percent (50%) of the Net Revenue derived from custom reprint, eprint, and other Custom License transactions shall be paid to AP, with the remainder paid to iCopyright for serving as or paying costs of Reprint Provider. For the purpose of this paragraph, "Net Revenue" means the actual amounts billed to licensees, less iCopyright's Ten Percent share, taxes, refunds, and shipping costs, and shall include the full value of deferred compensation and non-cash consideration, including, but not limited to, bartered goods and services.
- c) **Advertising Revenues from Ad-Supported Free Uses.** (i) Fifty Percent (50%) of all Net Revenue from Advertising-Supported Free Uses of AP's content will be paid to AP. For the purpose of this paragraph, "Net Revenue" means the amounts actually collected by iCopyright, net of any fees paid to an intermediary, and shall include the full value of deferred compensation and non-cash consideration, including but not limited to, bartered goods and services

Part 2. Revenue Sharing from Transactions Initiated at Publisher Sites:

In each instance where AP content is made available on a Publisher's web site as part of the Service pursuant to subparagraph 1.2 (d), revenues shall be shared equally between AP and the Publisher, so that the Net Revenue share payable to AP shall be one-half of what it would be if calculated according to the relevant paragraph in Part 1 above. It shall be iCopyright's responsibility to pay to each Publisher its share of the revenue, as well as track and report all such revenue and any related usage information.

AP permits Publishers to use their own discretion in setting business rules parameters within iCopyright's consoles for selling AP content, so long as the pricing for AP content is not lower than the pricing for comparable content offered by Publisher for its own content and is commercially reasonable.

iCopyright Content Services Agreement

Schedule C iCopyright Service Categories and Offers

A. The iCopyright Service shall provide AP with an initial set of iCopyright Tags representing the Instant Licenses, Custom Licenses, and Advertising Supported Free Uses Service Categories—as defined in Paragraph B of this Schedule C, to be displayed on AP Hosted as of the Effective Date of this Agreement. Within each such Service Category, iCopyright shall provide an initial set of Service Types by which Tagged Content shall be made available on AP Hosted, as set forth in Paragraph B. Within each Service Type, specific Business Rules shall be established by iCopyright in consultation with AP for the transaction of Tagged Content on AP Hosted. “Business Rules” means the specific minimum and maximum quantities, minimum and maximum durations, pricing schedules, and Terms of Use that are entered into the Publisher Console for each Service Category and Service Type. The Initial Set of Service Categories, Service Types and Business Rules for Tagged Content available on AP Hosted may be adjusted in the Publisher Console at any time by AP for AP Hosted, provided further that any such adjustments by AP shall not materially constrain the ability of iCopyright to process Instant Licenses, Custom Licenses, and Advertising Supported Free Uses at a level that can reasonably generate a revenue share to AP contributing to the Minimum Fee set forth in Section 2.5 of this Agreement. Notwithstanding the foregoing, nothing shall prevent iCopyright or AP from making wording changes to the names and descriptions of the Initial Set of Service Categories or the Service Types that are designed to enhance End User compliance or understanding

B. The Initial Set of iCopyright Service Categories, Service Types, and Business Rules for AP Hosted Tagged Content shall be as set forth below:

1. **Instant Licenses Category.** Instant Licenses require no human intervention at the point of sale. Business Rules allow for individual pricing tables for standard, nonprofit, and educational End Users. Pricing tables may be established in flat-priced tiers or per-item tiers. Service Types in this category shall be:

- **E-mail Distribution.** Pricing based upon number of distributions.
- **Photocopy Permissions.** (Also known as “Instant Desktop Copies”). Pricing based upon number of copies.
- **Hosted e-Prints.** Formatted and hosted by iCopyright and priced based upon number of months hosted.
- **Excerpt Rights.** Pricing based upon number of words used.
- **Quality Quick Prints.** Uncustomized rendering of the content printed by iCopyright or its vendor and delivered to the customer by courier. Priced based upon number of pages in the order. (Nonprofit and educational pricing is not offered for this Service Type.)

2. **Custom Licenses.** Custom Licenses generate an e-mail exchange (a “Lead”) with iCopyright and/or its designated representative. From this Lead a customized order (a “License”) is processed with pricing and terms negotiated with End User based upon a schedule of fees, prices and other conditions approved in advance by AP, which schedule may be amended by AP from time to time. Service Types in this category shall be:

- **Customized Reprints.** Paper reprints of the original content with custom features such as the buyer's logo, reflowed text, and highlighted text, and other enhancements.
- **Customized e-Prints.** Electronic versions (PDF or other formats) of the original content with custom features such as the buyer's logo, reflowed text, and highlighted text.
- **Republication Rights.** Negotiated rights to republish the content.
- **Purchase Photos or Graphics.** Negotiated rights to obtain high-resolution images.
- **Permissions and Inquiries.** Invites the End User to submit a request for other licenses or services not offered through other categories or service types.

3. **Advertising Supported Free Uses.** Advertising is inserted into the pages and screens seen by End Users of each Service Type and by recipients of e-mailed articles. Advertising may be of two types, pay-per-click ads and impression ads. Ads shall be sold and placed into these Service Types by iCopyright. Advertising Supported Free Uses include active links to the Service Types in the Instant License and Customized Licenses categories. Service Types in this category shall be:

- **Print Article.** A maximum number of prints allowed may be defined.
- **Email Article.** A maximum number of distributions may be defined.

iCopyright Content Services Agreement

- **Save Article.** A maximum duration of the saved article may be defined
- **Web Posting.** Hosted by iCopyright; the maximum duration of posting may be defined.

4. Clip & Copy. Clip & Copy is a web-based alerting service operated by iCopyright to promote the Tagged Content and inform subscribers of new content that matches their keywords. From these alerts, End Users may view the full text in an ad-supported display that incorporates the Service Categories Service Types registered in the Publisher Console.

C. Publishers who have executed a Terms of Use Agreement as set forth in Schedule D shall be entitled to provide the same iCopyright Service Categories and Service Types as as provided on AP Hosted, however the Business Rules that a Publisher enters into its Publisher Console for each Service Type shall be done at the Publishers sole discretion, subject to any pricing guideline provisions set forth in the Terms of Use Agreement. Publisher shall be permitted to make wording changes to the names and descriptions of the Initial Set of Service Categories or the Service Types that are designed to enhance End User compliance or understanding. In the event AP adjusts the Service Categories or Service Types for AP Hosted, iCopyright shall ensure that Publishers make the same changes within 60 days by notifying publishers to make such a change or by making the adjustments itself, as agent, via each Publisher's Publisher's Console.

D. With respect to new Service Categories or Service Types introduced by iCopyright in the future, AP shall have the right to activate or modify the new services by using the Publisher Console for the AP Hosted. When AP has activated a new service in its Publisher Console Publishers may then deploy the same new service.

iCopyright Content Services Agreement

Schedule D

TERMS OF USE AGREEMENT BETWEEN AP AND PUBLISHER

This is a Terms of Use Agreement ("Agreement") between The Press Association ("AP") and "Publisher". "Publisher" refers to an AP licensee or Member or other party legitimately authorized to display AP content under the terms of a current license agreement. "Publisher Website" refers to websites where Publishers are authorized to display AP content. For this agreement to be effective between AP and a specific Publisher, a separate license agreement must exist between the parties authorizing Publisher to display on its websites content created by AP. It is the responsibility of Publisher to verify that such authorization exists before taking any action under this agreement.

NOTHING IN THIS AGREEMENT SHALL CONVEY ANY RIGHTS TO A PUBLISHER WHO DOES NOT ALREADY HAVE BASIC RIGHTS TO DISPLAY AP CONTENT AND THIS AGREEMENT SHALL NOT SURVIVE TERMINATION OF PUBLISHER'S SEPARATE LICENSE AGREEMENT TO DISPLAY AP CONTENT.

This Terms of Use Agreement (the "Agreement") is already authorized by AP, and shall be binding on Publisher and AP upon execution by Publisher. When executed by Publisher, this agreement authorizes Publisher to include content that it has obtained from AP (either directly from AP or indirectly via an aggregator) in its iCopyright Tagged Content and to offer iCopyright reuse permissions and services for AP content displayed on Publisher's Website.


Publisher shall ensure that the AP content is clearly identified as being sourced from AP in accordance with the terms of any agreement between AP and Publisher.

AP prefers that Publisher activate all the iCopyright services AP has deployed on its Hosted News Service located at <http://hosted.ap.org> ("AP Hosted") in order to maximize revenue, but grants to Publisher the discretion to implement whichever subset of iCopyright services it wishes and to implement its own business rules for the iCopyright services. Notwithstanding the foregoing, Publisher shall not deploy a service containing AP content that is not deployed for AP Hosted content and agrees that it shall remove any service not deployed on AP Hosted from its website, or permit iCopyright, as its agent, to make any such removal. Similarly, although AP grants to Publisher the discretion to implement the iCopyright tags as it wishes, AP prefers that Publisher deploy the Best Practices Implementation ("BPI") form of tags that is recommended by iCopyright to maximize revenue. The current BPI form of tags is:

At the top of each article the following iCopyright Tags shall be displayed:

 E-mail | Print | Save | Post | Get Photos | Get Reprints | Reuse Options

At the bottom of each article the following iCopyright Tag shall be displayed:

 [Click here for copyright permissions!](#)
Copyright 2008 Associated Press

iCopyright or its designee shall serve as Reprint Agent for AP content.

If Publisher enables the iCopyright Services on content it has created itself and offers such content alongside content from AP, Publisher agrees not to set prices any lower for content supplied by AP than it sets for self-created similar content. If instead Publisher is primarily in the business of publishing content created by others, it shall set prices in the iCopyright Services pricing grids that are commercially reasonable.

Publisher agrees to pay iCopyright as AP's agent not less than quarterly for all AP content it has licensed via the iCopyright Tags. To allow accurate tracking of monies owed to AP, Publisher will set-up AP content as a separate Publication within Conductor. For the End User License Agreement, Publisher may use the same form it uses for its own content.

AP shall be entitled to receive from Publisher one-half of what Publisher earns from each transaction involving AP content (50% of Publisher's share of Net Revenue as defined in Publisher's Content Services Agreement with iCopyright).

AP hereby authorizes Publisher to display Publisher's own masthead logo at the top of all AP content licensed via the iCopyright Tags. AP also authorizes Publisher to display AP's logo for attribution on content licensed via the iCopyright Tags.

This Agreement shall continue until terminated by either party. However, it shall (i) immediately and automatically terminate upon termination of Publisher's underlying authorization by AP to display AP content, (ii) terminate upon 30 days notice if AP or iCopyright notifies Publisher it elects to terminate this Agreement, and (iii) terminate immediately if Publisher no longer consents to the terms of this Agreement. Publisher's right to offer AP content via the iCopyright system shall terminate immediately upon termination of this agreement, and Publisher is solely responsible for ensuring it discontinues tagging AP content.

Nothing in this Agreement shall be construed to convey to Publisher the right to solicit licenses or reprints of AP content from parties who have not initiated an inquiry via the iCopyright tags. [End]

Name of Publisher: _____ Signed: _____ Date: _____

First Amendment to iCopyright Content Services Agreement

iCopyright, Inc. ("iCopyright") and Press Association, Inc. ("AP") are parties to that certain Content Services Agreement (the "Agreement") dated as of April 15, 2008.

iCopyright and AP desire to amend the Agreement, effective as of March 15, 2009 (the "Amendment Date"), so that the Minimum Fee owed by iCopyright shall not increase but remain flat at \$15,000 per month, as set forth in this First Amendment (this "Amendment") to the Agreement.

In consideration of the foregoing, iCopyright and AP hereby agree to amend, effective as of the Amendment Date, the Agreement as follows:

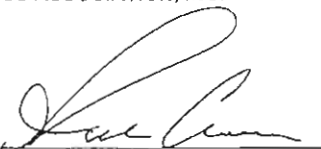
1. The following sentence shall be removed from section 2.5:

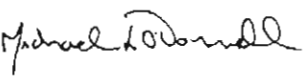
Beginning with the thirteenth month, the Minimum Fee shall be \$20,000 per month and beginning in the twenty-fifth month the Minimum Fee shall be \$30,000.
2. Except as expressly amended by the foregoing, all the terms and conditions of the Agreement shall remain in full force and effect.
3. This Amendment may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same document.

IN WITNESS WHEREOF, iCopyright and AP have executed this Amendment as of the Amendment Date.

PRESS ASSOCIATION, INC.

iCopyright, Inc.

By: 

By: 

Print Name: SUE CROSS

Print Name: Michael L. O'Donnell

Title: SVP

Title: CEO

EXHIBIT 2

Glover, Bruce

From: Andrew S. Elston <andrew@icopyright.com>
Sent: Tuesday, July 21, 2009 7:47 PM
To: Glover, Bruce
Subject: RE: Technical Questions about AP Feed

Bruce—

Yikes! There is a whole nest of technical and business issues in this email string. I was in the sky all day and just landed in NY, but I did pass this along to Neal Gronlund, our implementation guru on AP, and I also got a voice mail from Jay Tuten on this. So I am connecting Jay and Neal so they can work through the issues (it will have to be tomorrow).

A couple of points:

1. We have been trying to get someone, anyone, to communicate with us about the hosted2 platform which is where the link at the bottom goes, for months and months. We did not know that there were customers on it yet, and we never had a chance to test these links. It is not working correctly.
2. The main platform where the implementation was initially done is working properly—and I assume this is where most of the customers are.
3. We have begun promoting a different, more simplified set of links—what Dave Saabye refers to, but it is not imperative that the AP implement these, though that would be our preference. I can explain this further when we have a chance to talk.
4. I think we should allow Neal and Jay (or Dave) hash through the technical issues tomorrow before deciding whether it is best to migrate to the new link design that Dave mentions. Everything can work seamlessly either way once we get the technical issue resolved.

I have time in the next two days to meet with Jay and/or Dave if that will help—and I think it would be beneficial to all, perhaps with Neal on the phone as well.

When are you back in NYC? How is the water polo champ doing?

Still have not heard from Riyadh—I'd like to meet with him, too!

I am going to make a separate reply to this for Dave and Jay and Neal... and copy you.

Andrew Elston
V.P., Publisher Services
iCopyright Inc.

206-402-4640 (Office)
206-276-7676 (Mobile)
andrew@icopyright.com

From: Glover, Bruce [mailto:BGlover@ap.org]
Sent: Tuesday, July 21, 2009 9:00 AM
To: Andrew S. Elston
Subject: FW: Technical Questions about AP Feed

Andrew: Is this accurate?

bg

From: Saabye, David
Sent: Tuesday, July 21, 2009 11:52 AM
To: Tuten, Jay; Glover, Bruce
Cc: Gersh, Ruth
Subject: RE: Technical Questions about AP Feed

Jay and Bruce,

I think the bigger problem here is that icopyright has simplified their options to "Print, Post, Republish." The options for email and save no longer do anything (but link to Print, Post, Republish) and the Reuse and Article Reprints functions are redundant.

Bruce, can you verify that Print, Post, Republish are the only three iCopyright related functions that we should be offering on Hosted?

Jay, if this is the case, can you work in to the development schedule an update?

Thanks,
Dave Saabye

From: Tuten, Jay
Sent: Tuesday, July 21, 2009 10:23 AM
To: Saabye, David ; Glover, Bruce
Cc: Gersh, Ruth
Subject: Re: Technical Questions about AP Feed

I am working on getting that copyright notice changed today and will let you know when it happens.

1. - I haven't been involved with working with them on webfeeds. Do you know if an account was ever established?

3. - I believe they are looking at the old hosted platform, the new pages have the updated tags.

http://hosted2.ap.org/MOCAP/b509491fa82040c1b1d563a6c33aafea/Article_2009-07-17-US-Sotomayor-Senate/id-p2e6fd03c1dac43e4a7ca2ff9df961e67

- Jay

The information contained in this communication is intended for the use of the designated recipients named above. If the reader of this communication is not the intended recipient, you are hereby notified that you have received this communication in error, and that any review, dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please notify The Associated Press immediately by telephone at +1-212-621-1898 and delete this e-mail. Thank you.

[IP_US_DISC]

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EXHIBIT 3

- About AP
- Contact AP
- Newspaper Services
- Broadcast
- Digital
- Photos
- Site Map
- Home

the essential global news network

● BACK

07/26/04

AP plans to develop tools to enhance news industry's search capabilities and licensing protection

NEW YORK -- The Associated Press is taking the initiative on behalf of its member newspapers and broadcasters to explore development of enhanced online search capabilities and intellectual property protection for the news industry, the board of directors announced.

The board approved plans to develop tools and technical standards for news providers that will be used to make their content easier to search online. The board also agreed to take steps to protect news content from unlicensed uses online.

"The goal is to translate AP's unique understanding of news gathering and distribution into a marketable plan that organizes and licenses news content for more authoritative search," said AP Chairman Burl Osborne. "We feel news consumers deserve the most current and relevant information they can find online."

AP President and CEO Tom Curley said the AP expects to offer news search solutions for its members this year. He said other services being developed by AP would enable member news providers to capture more online traffic, track usage of their content and protect their assets from misappropriation by unlicensed users.

The move by the world's largest news agency into the expanding search field came Thursday at the board's July meeting held in Beaver Creek, CO.

AP, founded in 1848 and headquartered in New York, is a source of print news, photos, graphics, audio and video for more than a billion people a day. Curley took over a year ago with a pledge to remake AP's technology.

Contact: Jack Stokes at 212-621-1720

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EXHIBIT 4



This copy is for your personal, noncommercial use only. You can order presentation-ready copies for distribution to your colleagues, clients or customers here or use the "Reprints" tool that appears next to any article. Visit www.nytreprints.com for samples and additional information. Order a reprint of this article now.

April 7, 2009

A.P. Seeks to Rein in Sites Using Its Content

By RICHARD PÉREZ-PEÑA

Taking aim at the way news is spread across the Internet, The Associated Press said on Monday that Web sites that used the work of news organizations must obtain permission and share revenue with them, and that it would take legal action against those that did not.

A.P. executives said they were concerned about a variety of news forums around the Web, including major search engines like [Google](#) and [Yahoo](#) and aggregators like the Drudge Report that link to news articles, smaller sites that sometimes reproduce articles whole, and companies that sell packaged news feeds.

They said they did not want to stop the appearance of articles around the Web, but to exercise some control over the practice and to profit from it.

The group's new stance applies to thousands of news organizations whose work is distributed by The A.P., as well as its own material, but the debate about unauthorized use has focused on newspapers, which are in serious financial trouble, and which own The A.P. The policies were adopted by the A.P. board, composed mostly of newspaper industry executives.

The A.P. will "work with portals and other partners who legally license our content" and will "seek legal and legislative remedies against those who don't," the A.P. chairman, William Dean Singleton, said Monday in a speech at the group's annual meeting, in San Diego. "We can no longer stand by and watch others walk off with our work under misguided legal theories."

News aggregators and search companies have long asserted that collecting snippets of articles — usually headlines and a sentence or two — is allowed under the legal doctrine of "fair use." News organizations have been reluctant to test that idea in court, and it is still not clear whether The A.P. is willing to test the fair use doctrine.

"This is not about defining fair use," said Sue A. Cross, a senior vice president of the group, who added several times during an interview that news organizations want to work with the aggregators, not against them. "There's a bigger economic issue at stake here that we're trying to tackle."

But the details remain to be worked out, she said, including how to limit use of articles and how to share revenue. When asked if The A.P. would require a licensing agreement before a search engine could show specific material, Ms. Cross said, "that could be an element of it," but added, "it's not that formed."

One goal of The A.P. and its members, she said, is to make sure that the top search engine results for news are "the original source or the most authoritative source," not a site that copied or paraphrased the work.

The A.P. will also pursue sites that reproduce large parts of articles, rather than using brief links, and it is developing a system to track articles online and determine whether they were used legally.

Neither Mr. Singleton nor a statement released by The A.P. mentioned any adversary by name. But many news executives, including some at The A.P., have voiced concern that their work has become a source of revenue for Google and other sites that can sell search terms or ads on pages that turn up articles.

At a time when newspaper revenue is collapsing and some papers are closing, the prospect of a share of revenue from Yahoo or Google is more tempting than ever. But executives at some news organizations have called the ire at the search engines misguided, saying that much of their own Web traffic arrives through links on search pages.

“We believe search engines are of real benefit to newspapers, driving valuable traffic to their Web sites and connecting them with new readers around the world,” said Gabriel Stricker, a Google spokesman. “We believe that both Google Web Search and Google News are fully consistent with copyright law — we simply link users to the site at which the news story appears.”

Mario Ruiz, a spokesman for [Huffington Post](#), said that the site is an A.P. client, and “we pay for everything we use of theirs.” He declined to address the idea of paying for links to other news organizations.

In essence, The A.P. has taken on the role of acting as a representative for the entire industry, particularly the newspapers — including The New York Times and virtually all large newspapers — that are the group’s owners. Some owners have rebelled against The A.P. in the last year, protesting that it charges them too much.

“The A.P. is trying to assert its value to the member newspapers,” by shifting the industry discussion “from fair use to fair share,” said Ken Doctor, an analyst at Outsell, a media research firm.

The A.P. and other wire services have licensing agreements with Google, Yahoo and others, for some of their content to appear on those sites’ news pages, while newspapers generally do not. But general Web searches on those sites often turn up wire service material that is not covered by the agreements.

In parts of Europe, newspapers have gone further in trying to block unauthorized use of their work online. In 2007, a Belgian court blocked Google from using articles from some newspapers in that country, and Danish newspapers warned Google away from using their material without first reaching some kind of agreement. Several days ago, the British newspaper industry asked the government to intervene on its behalf to force Google to stop using newspaper articles without paying for them.

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EXHIBIT 5

- About AP
- Contact AP
- Newspaper Services
- Broadcast
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- Photos
- Site Map
- Home

Protecting AP's Intellectual Property



The Associated Press and Intellectual Property Protection

The Associated Press is a not-for-profit news cooperative that spends hundreds of millions of dollars every year gathering and sharing news of public interest from around the world. Licensing of this content by our members is critical to support our news operations. In the new digital content economy, however, a significant amount of AP news and news from AP members is used without permission or fair compensation. This situation has serious consequences: it dilutes the value of news for licensors and advertisers; it fragments and disperses content so widely that consumers end up relying on fragmented coverage to get their news despite the availability of comprehensive and authoritative coverage on a 24-hour basis.

Recently, The Associated Press Board of Directors directed The Associated Press to create a news registry that will tag and track all AP content online to assure compliance with terms of use. The system will register key identifying information about each piece of content that AP distributes as well as the terms of use of that content, and employ a built-in tracking device to notify AP about how the content is used.

1. Why build a News Registry?

2. What will the News Registry do?

3. How does the news registry differ from what AP announced at its annual meeting in April?

4. How would the News Registry work?

5. How does the AP news registry differ from other similar efforts across the industry?

6. Why build a News Registry? Why not just put up a pay wall system?

7. What members or other content providers/owners will participate in the News Registry?

8. How will the News Registry support members' revenue objectives?

9. Can AP build and support the News Registry?

10. Once the Registry is up and running, how will AP handle enforcement?

11. Is this aimed at Google? At bloggers?

12. Will participation in the News Registry mean a uniform set of fair use guidelines that give bloggers clear instructions on what is allowed and what is not?

13. How will micro-tagging of content improve publisher interaction with social networks and social booking marketing services?

14. How can we be assured that we're not cutting off access from aggregators and bloggers who would be helping drive traffic to our sites?

15. Will this cost members to participate?

1. Why build a News Registry?

Original news content such as that produced by The Associated Press and its members increasingly is being used across the Web without appropriate permission or compensation, and the problem is rapidly spreading to other digital applications. The News Registry is a fundamental and powerful means to protect valuable and costly news content to assure that news organizations like AP can continue to support original journalism. AP, for example, spends hundreds of millions of dollars every year gathering and reporting the news, from bureaus in 243 locations around the world.

The news media perform a critical function in society, protecting the public's right to know by enforcing freedom of information laws, sending reporters to cover conflicts and wars, and reporting on everything from natural disasters, government agencies and more. Original journalism has significant costs -- both financial and human. Safeguarding investments to gather and share news is critical to a democratic society.

2. What will the News Registry do?

The News Registry authorized by the AP Board of Directors will create a system that registers key identifying information about every piece of content AP distributes as well as the terms of use for that content, and employs a built-in tracking device to notify AP about how that content is used online. The Registry will enable third parties and customers to find and use content through new digital platforms, devices and services, while assuring AP that its content will be protected against unauthorized use.

3. How does the News Registry differ from what AP announced at its annual meeting in April?

In April, the Associated Press Board of Directors announced that AP would lead an initiative to protect the industry's content against unauthorized use. The News Registry is a foundational piece of that initiative.

4. How would the News Registry work?

The initial focus of the News Registry will be to encapsulate all AP content in an informational "wrapper." The content within the wrapper -- an open source microformat that AP developed -- would be tagged with critical information about the story, such as who wrote it, the headline and the usage rights associated with it. In addition, a tracking device will be contained in the wrapper that follows usage of the content.

5. How does the AP News Registry differ from other similar efforts across the industry?

From the outset, the Registry is being designed with a built-in rights framework that will provide AP and other content owners with tools that allow news organizations to grant and monitor specific usage rights associated with each piece of content. Accordingly, it is complementary to other industry efforts, some of which are directed at protecting content on the Internet, others of which are directed to user interaction and/or other monetization opportunities.

6. Why build a News Registry? Why not just put up a pay wall system?

A pay wall system has certain advantages. However, a pay wall doesn't enable publishers to pursue strategies for broader digital distribution. Moreover, many publishers would like to distribute their content on open platforms, provided they can easily set and monitor how their content is used.

Because a News Registry gives publishers the means to track and protect all content, it can serve both models, by enabling opportunities both outside of and behind pay wall environments. Indeed, a Registry could enable a multitude of business opportunities and services, from supplying usage metrics, to enabling a range of models for paid content. In fact, it would provide a range of options and flexibility that should make different pay models more effective than a single exclusive option.

7. What members or other content providers/owners will participate in the News Registry?

Initially, the Registry will cover all AP text content. Starting early next year, it will expand to accept text content from interested AP members and possibly other participants. It also will extend to cover photos and video in a phased manner.

8. How will the News Registry support members' revenue objectives?

The Registry will give publishers greater control of their content and more precise metrics on which to base business decisions. It will support a range of new business models and payment systems, including new advertising models and content pay walls. Ultimately, the Registry will allow the delivery of content that is more meaningful to the end user through a variety of digital platforms and devices.

9. Can AP build and support the News Registry?

AP has a long and successful legacy of technological and industry innovation, from the use of the telegraph to speed distribution of news to the invention of PhotoStream, the all-digital photo network

that allowed photographs to be delivered in seconds. In recent years, AP has been an industry leader in the field of content enrichment, which serves as a foundation for Web applications and opportunities. AP has also demonstrated expertise and competence in collecting, managing and distributing content, including e-commerce, such as with the new AP Images platform. In building the Registry, AP will look to leverage in-house capabilities efficiently, but also tap external competencies for maximum effectiveness.

10. Once the Registry is up and running, how will AP handle enforcement?

AP will continue to handle enforcement in the methodical, deliberate way it always has, looking carefully at each situation. A number of members have asked about whether AP is in position to coordinate efforts in certain situations. We continue to evaluate this interest.

11. Is this aimed at Google? At bloggers?

The creation of a Registry is not aimed at any company or Web site. It is intended to give news organizations, which fund important newsgathering, tools to address the opportunities and the challenges brought forth by constantly-evolving digital platforms and devices.

12. Will participation in the News Registry mean a uniform set of fair use guidelines that give bloggers clear instructions on what is allowed and what is not?

AP is not trying to define fair use or go after individual uses such as short quotes of an article cited in an email or on a blog posting. Our focus and concern is wide-scale commercial use of news taken from publisher sites.

13. How will micro-tagging of content improve publisher interaction with social networks and social booking marking services?

We want people clicking through to the right place. Publishers will be able to use the Registry's tools to set "public access" conditions that communicate – in machine-readable form – with automated aggregation systems. Social network users will be able to find, comment on and share a link to the stories that interest them and move traffic to the places where content is being created.

14. How can we be assured that we're not cutting off access from aggregators and bloggers who would be helping drive traffic to our sites?

Search engines, portals and social networks either refer traffic to themselves or disperse it widely. By participating in the Registry, you can help create an online environment where consumers can easily locate authoritative, legitimate news sources, and where content aggregation is a way to drive traffic to the originators of content, not third parties.

15. Will this cost members to participate?

AP will fund development and operation of the Registry through 2010.

Updated: October 13, 2009

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- 10/07/2009 [Former Yankee Jim Bouton signs copies of the AP book *New York Yankees 365*](#)
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- 09/23/2009 [WorldNow teams up with The Associated Press to deliver direct news feeds to member news organizations](#)
- 09/21/2009 [The Associated Press publishes *NEW YORK YANKEES 365*](#)
- 09/17/2009 [The Associated Press announces distribution deal with PictureGroup](#)
- 09/16/2009 [Internet Broadcasting \(IB\) and Associated Press content distribution deal delivers creative, flexible solution for AP member news providers on the IB network](#)
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06/18/2009 [The Associated Press launches AP Mobile news app for iPhone version 3.0, adding push notification of breaking news and emergency updates](#)

06/13/2009 [AP to distribute content from nonprofit journalism organizations](#)

06/11/2009 [New edition of AP Stylebook adds entries and helpful features](#)

06/05/2009 [AP Mobile launches 2.0.1 version on Apple App Store, updated App features customizable front page with 'news you choose'](#)

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06/03/2009 [AP awarded patent for SNAPfeed's automated video transmission technology to support field reporting](#)

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04/06/2009 [AP Board announces initiative to protect industry's content. Further rate reductions and new "limited" service respond to member needs](#)

04/06/2009 [Three incumbents, four new members elected to AP board](#)

04/06/2009 [AP Annual Meeting](#)

03/25/2009 [U.S. Forces commander in Afghanistan, Mexico's Attorney General to address AP's annual meeting April 6](#)

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EXHIBIT 6

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the essential global news network

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07/23/2009

AP Press Release

Associated Press to build news registry to protect content

Registry will provide tools to monitor use of AP and member content online while also enabling new business opportunities

NEW YORK – The Associated Press Board of Directors today directed The Associated Press to create a news registry that will tag and track all AP content online to assure compliance with terms of use. The system will register key identifying information about each piece of content that AP distributes as well as the terms of use of that content, and employ a built-in beacon to notify AP about how the content is used.

"What we are building here is a way for good journalism to survive and thrive," said Dean Singleton, chairman of the AP Board of Directors and vice chairman and CEO of MediaNews Group Inc. "The AP news registry will allow our industry to protect its content online, and will assure that we can continue to provide original, independent and authoritative journalism at a time when the world needs it more than ever."

The registry will initially cover all AP text content online, and be extended to AP member content in early 2010. Eventually, it will be expanded to cover photos and video as well. AP will fund development and operation of the registry through 2010, until it becomes self-sustaining.

The board announced in April, at its annual meeting, that the Cooperative would launch an industry initiative to protect news content from unauthorized use online. At its meeting today, at AP headquarters, the board voted to approve creation of a news registry that will serve as the foundation of that initiative.

The registry will employ a microformat for news developed by AP and which was endorsed two weeks ago by the Media Standards Trust, a London-based nonprofit research and development organization that has called on news organizations to adopt consistent news formats for online content. The microformat will essentially encapsulate AP and member content in an informational "wrapper" that includes a digital permissions framework that lets publishers specify how their content is to be used online and which also supplies the critical information needed to track and monitor its usage.

The registry also will enable content owners and publishers to more effectively manage and control digital use of their content, by providing detailed metrics on content consumption, payment services and enforcement support. It will support a variety of payment models, including pay walls.

In other action, the AP Board also voted to approve rate assessment reductions for broadcast members of the Cooperative. Under the plan, AP will reduce local TV members' basic text assessments by 10 percent in 2010. The amount of rate reduction per station varies depending on the level of services received. At its annual meeting in April, The Associated Press announced assessment reductions for member newspapers, the second year rates were reduced. AP member radio rates were adjusted several years ago to include added discounts, day-part service options and barter pricing.

About The AP

The Associated Press is the essential global news network, delivering fast, unbiased news from every corner of the world to all media platforms and formats. Founded in 1846, AP today is the largest and most trusted source of independent news and information. On any given day, more than half the world's population sees news from AP.

On the Net: www.ap.org

Click here for: [AP news registry graphic](#)

For further information:

Paul Colford
Jack Stokes
AP Corporate Communications
212.621.1720

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EXHIBIT 7

Glover, Bruce

From: Andrew S. Elston <andrew@icopyright.com>
Sent: Tuesday, April 07, 2009 5:32 PM
To: Glover, Bruce
Subject: RE: AP Seeks to Rein in Sites Using Its Content!

I have the solution: AP invests in iCopyright and deploys our technology to all licensees and members to achieve the goals Sue and Singleton proposed yesterday. This is what we have been talking about for several years. We already have the technology. We both win—big.

Andrew Elston
Director, Publisher Services
iCopyright

Office: 206-938-1991
Mobile: 206-276-7676
andrew@icopyright.com

From: Glover, Bruce [mailto:BGlover@ap.org]
Sent: Tuesday, April 07, 2009 2:08 PM
To: Andrew S. Elston
Subject: RE: AP Seeks to Rein in Sites Using Its Content!

Andrew—

I still need to speak with Sue regarding how to resolve your obligations under our contract.

bg

From: Andrew S. Elston [mailto:andrew@icopyright.com]
Sent: Tuesday, April 07, 2009 11:51 AM
To: Glover, Bruce; Mendelsohn, Ted; Cross, Sue
Subject: AP Seeks to Rein in Sites Using Its Content!

Sue, Ted, Bruce—

This NYT article could not be more timely! iCopyright is standing by to help the AP tackle the bigger economic issue at stake here, to paraphrase Sue's statement. We have the technology in place to "work out the details," including "how to limit use of articles and how to share revenue."

Indeed, the basics of this are already implemented at hosted.ap. All AP needs to do is to push the tags you already have into the feeds that your members and licensees receive and require them to activate them. This is really easy to do.

AP has taken a leadership position in this arena. You already have the tools to achieve your goals. Let us help you.

What do you say? Let's get this going today.

Cheers,
Andrew

Andrew Elston

Andrew

Andrew Elston
Director, Publisher Services
iCopyright

206-276-7676
andrew@icopyright.com

EXHIBIT 8

Glover, Bruce

From: Andrew S. Elston <andrew@icopyright.com>
Sent: Wednesday, April 08, 2009 3:24 PM
To: Glover, Bruce
Cc: mike@iCopyright.com; dsauerhaft@optonline.net; 'Lary Stromfeld (E-mail)'
Subject: Checking In...

Bruce—

I wanted to see if we could pick up the conversation again today. I would appreciate some advice on where we go from here. I am leaving for a family vacation in the morning and won't be back until Tuesday, though I will be checking voice mail and emails in that time.

We at iCopyright feel that the AP has begun to fight a battle it probably can't win—curtailing the use of headlines and snippets of AP content by search engines and aggregators. We understand AP's position and we tend to think you have a good case, but why not wage a battle that you can win and that you have weaponry at hand to deploy?

The weapon is iCopyright's licensing tools that set out the rules of engagement with your content, and Discovery to catch those who don't engage. iCopyright gives you the means to assert your copyrights and licensing rules for the more substantial reuses, where more is at stake and where more websites and individuals are likely to feel compelled to comply. When you assert that headlines and snippets exceed the boundaries of fair use, you may be on soft ground. But when you assert that taking substantial portions, or all, of an article exceeds the boundaries of fair use, you are on firm ground. By requiring all your licensees to protect your content from abuse and theft at that level, you assert control that would be difficult for others to contest.

We believe that iCopyright's tools can be a powerful enhancement for the AP and its members and licensees. You are not just adding intelligence and copyright controls to your content, you are providing a new revenue stream.

One more point: Since the AP is heavily invested in Attributor, perhaps the AP can use its influence to get Attributor to finish the project that links iCopyright's licensing tools to Attributor's fingerprinting and infringement reporting. We developed the technology on our side, but they have not done the work on their side.

Best,
Andrew

Andrew Elston
Director, Publisher Services
iCopyright

Office: 206-938-1991
Mobile: 206-276-7676
andrew@icopyright.com

Glover, Bruce

From: Andrew S. Elston <andrew@icopyright.com>
Sent: Thursday, May 14, 2009 11:32 PM
To: Kohn, Tom; Cross, Sue; Galt, George; Mendelsohn, Ted; Baltakov, Andon; Collin, Guthrie; Glover, Bruce
Cc: Seagrave, Jane; Kasi, Srinandan; Malone, Laura; Dorrian, Linda; Kennedy, Jim; 'Mike O'Donnell'; 'Dan Sauerhaft'; 'Lary Stromfeld'
Subject: iCopyright Meeting Followups

Greetings all—

Mike, Dan, Lary, and I thank you for your time and attention at today's meeting. We enjoyed the opportunity to share iCopyright's capabilities and our vision with you. We came away believing that those assembled for this meeting have a good grasp on the virtuous circle of content monetization iCopyright can deliver around AP's content. We understand that the opportunity for AP to take a bold leadership position is both big and immediate. We'll aggressively dedicate ourselves to ensuring the opportunity is maximized.

We believe that iCopyright is the only service that holistically addresses the issues at hand, and we want to be sure that we leave no doubts or questions in any of your minds. We will be reaching out to each of you individually over the next several days to offer further demonstrations and data as may be specific to your individual areas of interest. We are happy to do one-on-one demos or further group sessions as you may prefer. If there are areas of concern around protecting, promoting, and monetizing your assets that we did not adequately address, please let us know.

For those who were not able to attend the meeting, we are happy to schedule additional meetings with you, and we'll be contacting each of you as well.

We look forward to continuing and vastly expanding the relationship with the AP.

Best regards,
Andrew

Andrew Elston
Director, Publisher Services
iCopyright

206-276-7676
andrew@icopyright.com

Glover, Bruce

From: Andrew S. Elston <andrew@icopyright.com>
Sent: Wednesday, January 13, 2010 6:03 PM
To: Omar, Riyadh
Cc: Glover, Bruce
Subject: Checking in on the new decade!

Riyad—

Left you a voice mail earlier today... just thought I should see where things stand with the AP3P and New Registry project so we are in synch with your schedule and your plans. I'll be in NY the last week of January, so maybe that would be a good time for to connect again?

Cheers!

Andrew Elston
V.P., Publisher Services
[iCopyright Inc.](#)

206-402-4640 (Office)
206-276-7676 (Mobile)
andrew@icopyright.com

Glover, Bruce

From: Andrew S. Elston <andrew@icopyright.com>
Sent: Tuesday, January 26, 2010 11:13 PM
To: Omar, Riyad
Cc: Glover, Bruce; mike@icopyright.com
Subject: Requesting Meeting and Update on AP's News Registry Plan and iCopyright Implementation

Importance: High

Riyad—

I have tried contacting you several times in the past few weeks, including a lengthy voice mail today, to get an update on the status of the news registry project and the schedule for implementing iCopyright into that platform. The last time we spoke, back in late November, you indicated that the project was on track and that we should be back in contact in January.

January is nearly over and I and Mike O'Donnell, our founder and CEO, are in town this week, so we would very much like to have some face time with you in the next few days to assess the status of the project and AP's commitment to implementing iCopyright. We understand that you are very busy with this project, but we have understood that our service is a planned feature of the project.

Bruce has been very good about keeping us up to date from his perspective, and we have appreciated his input, but, honestly, we need to hear from you. Even just a half hour or forty-five minutes of your time in the next few days should not be too difficult to fit into your schedule. Or perhaps we should be asking for a meeting with Sri or Tom? We know this is a very strategic initiative for the AP and it is very significant opportunity for us. My CEO and my board are eager to know where we stand.

Mike and I are available tomorrow (Wednesday) afternoon and Thursday and Friday.

Thanks,
Andrew

Andrew Elston
V.P., Publisher Services
iCopyright Inc.

206-402-4640 (Office)
206-276-7676 (Mobile)
andrew@icopyright.com

Glover, Bruce

From: Andrew S. Elston <andrew@icopyright.com>
Sent: Friday, April 30, 2010 4:18 PM
To: Omar, Riyad
Cc: Glover, Bruce
Subject: Checking in from iCopyright

Riyad—

This is a follow-up to an voice mail I left for you a few minutes ago.

I have been reading some new details about AP's News Registry and the follow-up reporting in the press about the annual meeting and I hope to get some additional details from you. If the News Registry is to launch in July as announced, then your team must be pretty far along the development path. We are expecting to need to do some additional development work ourselves to prepare for an integration on our end. I need to be budgeting the appropriate resources for that now.

Also, I have a board meeting coming up soon, and I will need to update them on the status of our agreement and the New Registry. I know it is late in the day Friday, but please let me know when we can talk on Monday.

Best,
Andrew

Andrew Elston
CEO
iCopyright Inc.

206-402-4640 (Office)
206-276-7676 (Mobile)
andrew@icopyright.com

Glover, Bruce

From: Andrew S. Elston <andrew@icopyright.com>
Sent: Monday, September 13, 2010 5:05 PM
To: Glover, Bruce
Subject: Checking in...

Bruce—

I have gotten wind of an initiative at the AP to develop a program around AP and AP member content services, including reuses and permissions and monetization. This seems to follow the information we were given over the past year that once the registry was up and running that there would be an opportunity to extend the iCopyright service into that platform. As you know, Riyad was my contact for that initiative until earlier this year when it seemed to fall off his radar and into Nick's. But as you know, Nick said it was not his project to monetize reuses. I'm now hearing that this is a project at the highest levels—that Curley and the board are taking this up. Sure sounds like it is time for iCopyright to get back on Sri's and Curley's radar. Any suggestions? Can we talk? Are you available tomorrow?

Thanks!

Andrew Elston
CEO
iCopyright Inc.

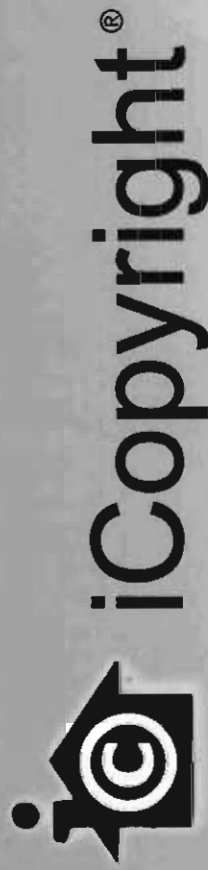
206-402-4640 (Office)
206-276-7676 (Mobile)
andrew@icopyright.com

EXHIBIT 9



iCopyright

The leader in copyright licensing and content services.



Solutions to Promote, Protect, and Monetize Associated Press Content

**Executive Level Meeting at AP Headquarters
May 2009**



iCopyright

The leader in copyright licensing and content services.

AP Executives Express the Need

Dean Singleton, Chairman, Associated Press:

"... the AP Board of Directors unanimously decided to take all actions necessary to protect the content of the Associated Press and the AP Digital Cooperative from misappropriation on the Internet... We can no longer stand by and watch others walk off with our work under misguided legal theories. We are mad as hell, and we are not going to take it any more..." WSJ, 4/6/09

Tom Curley, CEO:

"We must go forward with Web 2.0—all aspects of it—which is that our content should float. It should go where people want it, and we should get compensated for it and the way to get compensation is different than the way it's been for 162 years." Knight-Bagehot Dinner Remarks, 11/1/07

Jane Seagrave, Senior Vice President:

"Our concern is when our content and great amounts of it is harvested or scraped by people who don't pay us for its use." All Things Considered, 4/23/09

Jim Kennedy, Director of Strategic Planning:

"The new mechanisms that the AP plans to put in place include new formats for news content which would carry rights information, and tracking services that follow each piece of content. Ultimately, we'll get better and better at tracking where the content goes, and that will help us enforce the terms and conditions of its use." editor@sweblog, 4/20/09

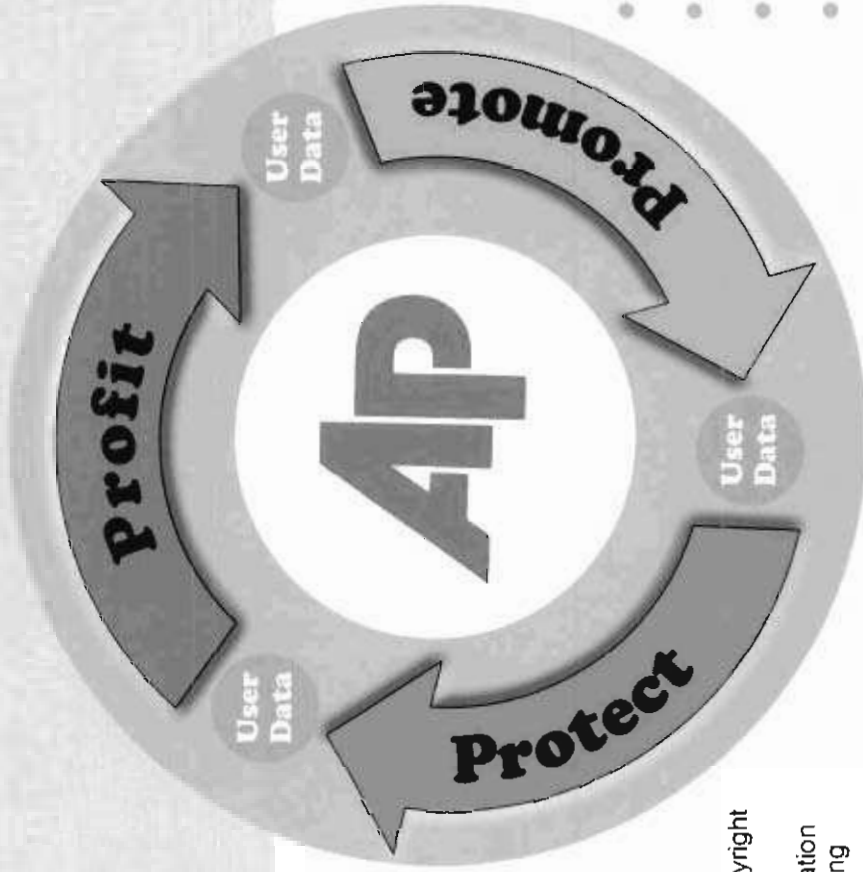


iCopyright

The leader in copyright licensing and content services.

iCopyright Helps AP Create a Virtuous Circle

- Advertiser-Supported Free Uses
- Instant Billing and Fulfillment of Licensed Content
- Custom Reprints, E-prints, & Permissions
- Site Licensing



- Interactive Copyright Notice
- License Verification and Peer Policing
- Infringement Discovery and Response

- News Alerts and Press Clippings
- Syndication to Aggregators
- Site-to-Site Syndication
- Most Popular Content
- Viral Distribution



iCopyright

The leader in copyright licensing and content services.

iCopyright's Proposal to AP

- **Embed** the AP feeds with iCopyright tags and **Require** each member and each licensee to deploy the tags as a condition of displaying the content. (Tag can also be added by members after they receive the feed.)
 - *Article Tools*
 - *Interactive Copyright Notice*
- **Promote** the features and values of iCopyright as a *member benefit* to all newspapers and require participation. Everyone makes money and every member/publisher becomes invested in your assertion of ownership rights.
- **Activate** our Discovery service on the AP content. Discovery is the enforcement tool that can greatly reduce piracy and increase licensing revenue.
- **Extend** the tag functionality to search engines to improve ranking, communicate copyrights, and drive traffic.



iCopyright
The leader in copyright licensing and content services.

Competitive Landscape

Feature	iCopyright	Rights link	ACAP	CC	Attributor
Licensing System	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ad-Supported Free Uses (article tools)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Instant Fulfillment	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
News Alerts Press Clips	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Solution for Creators	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Syndication	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Rights Expression	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Infringement Detector/SEO	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>



iCopyright

The leader in copyright licensing and content services.

iCopyright Has the Technology

A fully deployed implementation of iCopyright's patent-pending technology enables:

- Monetization of content use and referral - the highest-value content interactions.
- Viral distribution and monetization of AP content while preserving AP's brand, ownership rights and ability to track.
- Peer-to-peer policing to promote authorized sharing and use.
- Discovery of unauthorized, unlicensed posts of AP content, which undermine AP's brand and ability to monetize.
- Conversion of would-be pirates into new paying customers for AP content.
- An easy way for members to implement AP's Article Tools, licensing system and tracking tag on a revenue-sharing basis, and for prospective feed customers to apply for syndication rights.
- Active marketing of AP content to likely buyers via clipping service and site licensing.
- A tag that can be used by search engines to authenticate and rank AP content.



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Revenue Potential

Revenue Model
A \$300mm Annual Net Income Opportunity



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Management Team

- **Mike O'Donnell, Founder & CEO, 25 years experience**
 - iCopyright 10 years
 - Director eCommerce, Design Intelligence (sold to MSFT)
 - Director Online Services, CompuServe Sprynet (sold to Mindspring)
 - Founder & CEO, Ask-Me Multimedia (sold to MIDI)

- **Jonathan Peterson, CTO, 13 years experience**
 - Developer/Manager, iCopyright 10 years
 - Programmer, UBS Warburg (online trading program)

- **Andrew Elston, Director, Publisher Services, 30 years experience**
 - VP International Licensing, Primedia
 - Director, QPass (first deals with NYT, WSJ, Forbes)
 - President, NewsNet

- **Dan Sauerhaft, Board of Directors/Investor**
 - Investment banking, early-stage investing
 - Societe Generale, Smith Barney

- **Lary Stromfeld, Board of Directors/Investor**
 - Partner, Cadwalader, Wickersham & Taft LLP