

I wholeheartedly support the comments of Mr. Byrd, comment #10. Mr. Byrd correctly points out the flagrant hypocrisy in the assertion that while we only license the copyrighted work presented on the digital media that we own, we can neither back that work up or ask for free replacements when such work becomes damaged. The comparison to written work (via the assertion that individuals who lost a copy of a book they purchased due to damage could not order a new book from the publisher without paying for it) is not applicable. Such works are 1) unusually hard to destroy in comparison to most digital media which is subject to scratching, magnetic destruction and physical breakage and 2) invariably inexpensive to replace via purchase from a used book store or even purchase of paperback versions that eventually come out and replace the more expensive original versions. Moreover, for years consumers have had the option to back up vinyl recordings and CDs onto tapes, without fear of prosecution or hindrance from technological methods to prevent replication. Why are we now subject to laws restricting home use and backup of our legally purchased licenses? Just because the industry has not worked out a good way to prevent illegally broadcasting or sharing licensed material over the internet does not give it the justification to request that our previously established rights be rescinded.

Please remove this extremely fair and unjust prohibition to circumvention ammendment to the Millenium Digital Rights Act.

Respectfully submitted,

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