

September 5, 2000

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Re: SIIA Reply Comments Relating to the Joint Study by the Copyright Office and
NTIA on Sections 109 and 117 of the Copyright Act

Dear Messrs. Feder and Joyner:

The Software & Information Industry Association ("SIIA") appreciates the opportunity to respond to the public comments filed pursuant to the Federal Register notice of June 5, 2000 entitled, "Report to Congress Pursuant to Section 104 of the Digital Millennium Copyright Act." SIIA respectfully files the following reply comments with the Copyright Office and the National Telecommunications and Information Administration ("NTIA") on behalf of its members. These comments are intended to supplement, and not supercede, the initial comments filed by SIIA on August 4th.

A. *Appropriate Scope of the Section 104 Study*

The first point we would like to address relates to the scope of the section 104 study and the fact that many (if not most) of the statements made in the comments filed by those who propose expanding section 109 and/or section 117 of the Copyright Act fall outside the scope. The study was first proposed on July 17, 1998 by Representative White in the form of an amendment that was adopted by the House Commerce Committee. The scope of the proposed study was extremely broad — it would have required a broad review of the relationship between the Copyright Act and electronic commerce.¹ However, when the House eventually passed the

¹ See H.R. 2281, 105th Cong., 2d Sess., section 205(a) (1998).

Digital Millennium Copyright Act ("DMCA") the following month, the House decided to significantly limit the scope of the study to sections 109 and 117 of the Copyright Act only.²

As enacted, section 104 of the DMCA provides that:

The Register of Copyrights and the Assistant Secretary for Communications and Information of the Department of Commerce shall jointly evaluate —

- (1) the effects of the amendments made by this title and the development of electronic commerce and associated technology on the operation of sections 109 and 117 of title 17, United States Code, and
- (2) the relationship between existing and emerging technology and the operation of sections 109 and 117 of title 17, United States Code.

Section 104 further provides that the Copyright Office and NTIA shall "submit to Congress a joint report on the evaluation conducted."

Despite the definitive steps taken by Congress to limit the section 104 study to sections 109 and 117 of the Copyright Act, several of the comments — in particular, those filed by the Library Associations and the Digital Future Coalition — suggest that the Copyright Office and NTIA address issues relating to sections 108, 110 and 301 of the Copyright Act (among others).³ In addition, the comments submitted by the Library Associations also raise issues that fall within the scope of the section 1201(a)(1) rulemaking⁴ and other issues, such as the general licensing practices of copyright owners, that have no bearing on this study.

We urge the Copyright Office and NTIA to ignore those comments that do not expressly address section 109 or section 117. The section 104 study was not intended to be an open-ended discussion on the effect that new technologies have on the way copyrighted materials are created, produced, or marketed or whether copyright owners can or should have the right to use technological measures to control access or manage access to their works. Nor is it intended to be an investigation into the relationship between creators, intermediaries, customers and other parties or the manner in which copyrighted content is licensed. The sole issues that the

² Because the Conference Committee did not alter the scope of language of the study, the enacted version of the study is identical to that passed by the House on August 4th.

³ See Comments of the Library Associations at page 23; Comments of the Digital Future Coalition at pages 3-4.

⁴ To the extent that the comments filed by the Library Associations relate to section 1201(a)(1) without regard for sections 109 or 117, these comments should have been timely submitted to the Copyright Office as part of that rulemaking process. An attempt to get them consider now — after the period for submitting comments in the section 1201(a)(1) rulemaking is closed — is improper. To ensure that these comments do not go unanswered in the event that the Copyright Office and NTIA opt to consider them, we respectfully request that all the written comments filed and the testimony provided by SIIA during the section 1201(a)(1) rulemaking process be incorporated by reference into SIIA's section 104 reply comments..

Copyright Office and NTIA are authorized to address here are: "the effects of the amendments made by [title 1 of the DMCA] and the development of electronic commerce and associated technology on the operation of sections 109 and 117 . . ." and "the relationship between existing and emerging technology and the operation of sections 109 and 117 . . ." To the extent that issues are raised that do not fall within this two-part inquiry, these issues should be disregarded.

B. Applicability of the Fair Use Doctrine

Reference to the fair use doctrine and its applicability is noticeably absent from many of the comments of those who propose expansion of sections 109 and/or 117. Several commentators, most notably, the Digital Future Coalition ("DFC"), the Library Associations, and the Computer & Communications Industry Association ("CCIA") provide examples of activities that they believe justify expansion of section 109 and/or section 117.⁵ In the process of discussing these examples and the parade of horrors that will ensue if sections 109 and/or 117 are not expanded, these commentators fail to discuss how the fair use doctrine would apply to these situations.

For example, the DFC and CCIA suggest that section 117 should be expanded to allow for the making of temporary copies during, among other things, the authorized playback of content through buffering, caching or streaming.⁶ They propose that language be added to section 117 that would permit the making of temporary copies when such copies are "incidental to the operation of a device ..." and do "not conflict with the normal exploitation of the work and does not unreasonably prejudice the legitimate interests of the author."⁷ [Hereinafter referred to as the "proposed section 117 language"]. There is no explanation by either of these organizations as why the fair use doctrine would not apply to the authorized playback of content through buffering, caching or streaming, how it would apply to these situations, or why the proposed section 117 language is an improvement over the fair use doctrine.

It is unfortunate that these organizations — who have long been such strong advocates of the fair use doctrine — have omitted from their comments a discussion of the fair use doctrine and its applicability. It is not possible to consider the merits of the proposed section 117 language without such a discussion. We, therefore, respectfully request the Copyright Office and NTIA demand that these organizations explain why, in their view, the fair use doctrine does not apply or would not protect against the concerns identified in their comments.

To be clear, SIIA does not support expansion of section 109 or section 117 and is not taking a position in its comments as to how the fair use doctrine might apply in the broad context set forth by some of the commentators. We do, however, believe that in order for the Copyright Office and NTIA to thoughtfully and exhaustively consider the proposals of CCIA and DFC, these

⁵ See Comments of DFC at page 3-4; Comments of CCIA at page 2-3.

⁶ Id.

⁷ Id.

organizations must explain why they believe the fair use doctrine does not address their concerns and why their proposed language is an improvement over the fair use doctrine.

The Home Recording Rights Coalition ("HRRC") takes the same approach and recommends the same language be added to section 117 as CCIA and DFC. However, instead of ignoring fair use, HRRC addresses it by stating that "temporary copying should already be deemed not to be copyright infringement under existing copyright law, including the fair use doctrine."⁸ HRRC goes on to say that even though they believe that the fair use doctrine would address their concerns they recommend expansion of section 117 "to eliminate legal uncertainty."⁹

If the goal of expanding section 117 is "legal certainty," this goal will not be achieved with the language the DFC, HRRC, CCIA and others are suggesting to add to section 117. While the fair use doctrine, as codified in section 107 of the Copyright Act, may not be a paragon of clarity and certainty, it is a well-established doctrine that reflects decades of analysis and application in case law, law review and treatise commentaries, and legislative history. The suggested language proposed by these organizations has none of this. More significantly, the suggested language is actually much broader and ambiguous than the fair use doctrine. As a result, the proposed section 117 language would make the legal status of temporary copies exponentially less certain than existing law.

C. Clarification of the Scope and Effect of the First Sale Doctrine

There were several comments that made misstatements about how section 109 applies to copyrighted works in digital form. To avoid future confusion, we think it is important to correct these misstatements and to clarify the scope and applicability of the first sale doctrine to works in digital form.

The first sale doctrine, as embodied in section 109 of the Copyright Act, does not discriminate between digital and non-digital content. It applies to content in digital form to the same extent that it applies to content in analog or other non-digital forms. Therefore, phrases such as a "digital first sale doctrine" are misnomers.

The first sale doctrine does distinguish, however, between personal property rights and copyright rights. It does this by allowing, with appropriate exceptions, a person who owns a particular copy of a copyrighted work to dispose of that copy without running afoul of the copyright owner's exclusive right of distribution under section 106(3) of the Copyright Act. Unauthorized acts of reproduction or performance, for instance, would not be excused by the first sale doctrine because they do not encumber one's personal property rights. Thus, contrary to some of the comments,¹⁰ a person may (in lieu of a binding and enforceable agreement to the contrary)

⁸ See Comments of HRRC at page 6.

⁹ Id.

¹⁰ See Comments of the Library Associations at page 20; See also Comments of the National Association of Recording Merchandisers and Video Software Dealers Association.

transfer his CD to another person in accordance with the first sale doctrine, but may not make a copy of the content contained within that CD — even if that copy is made in the course of and incidental to a transfer.

Several commentators recommended expansion of section 109 on the basis that failing to do so would harm electronic commerce. One of these commentators claimed that "[w]ithout a digital first sale privilege, consumers will not buy into electronic commerce" and that "the initial forays by content companies into online sales through a variety of retail outlets, . . . is no more than a toe in the water."¹¹ In fact, at least with regard to software, nothing could be further from the truth. This is supported by a recent report issued by the Department of Commerce stating that that, in 1997 (the last year for which numbers are available), "[e]lectronic shopping and mail-order houses sold \$22.9 billion in computer hardware, software and supplies . . . *more than any other types of retail business.*" (emphasis added)¹²

D. Response to Simultaneous Destruction Proposal

Some commentators suggested that section 109 should be expanded to apply when a person transmits a copy to another person while simultaneously destroying his particular copy [Hereinafter referred to as the "source copy"] at the time of the transmission. Several of those who support a "simultaneous destruction proposal" suggest amending section 109 as originally proposed in H.R. 3048 from the 105th Congress, which provided:

Section 109 of title 17, United States Code, is amended by adding the following new subsection at the end thereof:

(f) The authorization for use set forth in subsection (a) applies where the owner of a particular copy or phonorecord in a digital format lawfully made under this title, or any person authorized by such owner, performs, displays or distributes the work by means of transmission to a single recipient, if that person erases or destroys his or her copy or phonorecord at substantially the same time. The reproduction of the work, to the extent necessary for such performance, display, or distribution, is not an infringement.

The rationale for this proposal is that by destroying the source copy, the conduct more closely resembles a traditional distribution (to which the first sale exception would apply) because the

¹¹ See Comments of the Digital Media Association at pages 11, 13.

¹² See Commerce News, "Electronic Shopping and Mail-Order Houses Account for Most Computer Hardware and Software Sales, Census Bureau Reports," (Aug. 11, 2000)

same number of copies exist at the end of the transaction as at the beginning of the transaction.¹³

This proposal ignores some of the practical impediments inherent in the distribution of copyrighted works that are contained on traditional media that limit the applicability and use of the first sale doctrine. For instance, over time the quality of a book or analog audiotape will deteriorate and, as a result, the market demand for that particular copy of the book or audiotape will disappear. This is not the case with content residing in an e-book, MP3 file or other digital media. These digital products will not degrade in quality, and thus the market demand for copies of these particular products will compete with the market for "new" (*i.e.*, unused) copies or other versions of the same work. Thus, because the quality of the first copy of a digitized work is no different than the thousandth copy, the market demand for generational¹⁴ digital copies will negatively impact the copyright owner's market for copies of the work significantly more than traditionally has been the case.

For example, a paperback may be transferred from one reader to another, but at some point in this chain the integrity and appearance of the paperback becomes so deficient that the next reader in line will opt to purchase a "new" copy of the same paperback. In the digital environment, factors such as the integrity and appearance of a work never become relevant, and so the chain of readership continues unabated. Thus, taking this argument to its logical extreme, one copy of a copyrighted work could potentially serve the entire market for that work. In effect, each possessor of a digital copy of a book could become its own bookstore and/or library. This holds especially true with recent peer-to-peer technology, like Napster or Gnutella, that permits one copy of a work potentially to serve millions. Clearly, no copyright owner could stand to stay in business very long if its market is usurped by a handful of copies transferred among innumerable amount of consumers.

Furthermore, in the physical world, the re-distribution of a particular copy under the first sale doctrine was restricted by the geography and circle of people known to the holder of that copy, as well as the time and effort necessary to re-distribute the copy. These inherent constraints on the first sale doctrine limited the potential effect on the market for the work. In the digital world, however, re-distribution is limited neither in geographic scope nor to known people. Instead, digital content can be transmitted to millions of people, both known and unknown, at the stroke of a key or a click of a mouse. As a result of the dramatic increase in ease by which a digitized work can be distributed, the number of times a work is transferred from one party to another (*i.e.*, the frequency of use of the first sale doctrine) would substantially increase, which in turn would significant diminish the copyright owner's ability to obtain a fair return from the work.¹⁵

¹³ The language in the simultaneous destruction proposal goes well beyond this rationale, however. Accordingly, SIIA strongly opposes the language contained in H.R. 3048 to expand section 109 and, in particular, the addition of broad exceptions to the performance and display rights as proposed in H.R. 3048.

¹⁴ A "generational" copy is used here to denote any copy that is made from the source copy or from a subsequent copy that has its roots in the source copy.

Most significantly, the simultaneous destruction proposal also has some significant evidentiary and procedural problems that make it infeasible. For instance, it would not be possible or practical for a copyright owner or the courts to verify that the source copy was discarded. Further, even if it was possible to determine that the source copy had been discarded, it would not be possible to verify that it was done so simultaneously. It would take little effort on the part of someone to engage in acts of piracy and, upon being discovered, delete the source copies in order to claim the first sale defense at trial.

Moreover, if the simultaneous destruction proposal were adopted, copyright owners might have no choice but to monitor computer users and consumers for simultaneous destruction to protect their works from piracy. Such monitoring might stifle the intended purpose of first sale exception, which is to encourage the alienation of copyrighted works, and could have broad adverse privacy implications.

It has been suggested that these evidentiary and procedural problems could be avoided by using technical protections that would instruct the originating computer to delete the source copy when the user attempts to transmit it to another person.¹⁶ The problem with this recommendation is that the technology is not now available that would effectively perform this function.¹⁷ Moreover, this proposed solution is bound to raise objections from libraries, universities and other opponents of technological protections on the basis that it fails to account for instances where the transmitter may be entitled to retain a copy of the work under the Copyright Act or by agreement.

Even if technological protections that allow transmission and simultaneous destruction of a source copy become available and feasible to implement in the future, this would not warrant amending of section 109 to allow the use of such technology as an exception to the exclusive rights of distribution and reproduction. Given the underlying purpose of the first sale doctrine

¹⁵ For example, assume that there are 100 people who desire a copy of a particular work. The copyright owner will establish a price for copies of the work based on the fact that, of the 100 people 80 of them will purchase new copies and 20 of them will obtain "used" copies through a transfer from the original or subsequent owner of that copy. In the digital environment, because transfer of a copy is significantly easier, of the 100 people who would like a copy 60 of them might obtain used copies through someone other than the copyright owner. As a result, the copyright owner's expected return from his creative energies will be significantly less than anticipated, thereby creating a disincentive to create and distribute new works to the masses.

¹⁶ This suggestion is different than the one suggested by the Digital media Association ("DiMA"), which recommends using encryption to protect files in a way that allows them to "be copied freely, but [not] accessed without the decryption key." *see* DiMA comments at page 8. This recommendation is unworkable for the same practical and evidentiary reasons the non-technological simultaneous destruction proposal does not work. Under this recommendation, it would be impossible to police or prosecute anyone for copyright infringement because everyone is allowed to have a copy of the content and could obtain a decryption key to "legitimize" their copy upon discovering that they are being investigated for piracy.

¹⁷ At present, one cannot transmit an electronic copy without implicating the copyright owner's reproduction right. There is no technology available that allows a particular copy to be transmitted without a copy being made.

and the effect on the copyright owner's interests, such an amendment would necessarily entail an unwarranted broadening of the scope and purpose of the first sale exception.¹⁸

E. Response to Specific Library Associations Comments

In discussing section 109, the Library Association comments raise several issues that are irrelevant to the section 104 study. For instance, the Library Associations complain of monetary constraints and administrative problems, such as difficulty keeping track of myriad of passwords for off campus users,¹⁹ inability to make works available to visiting professors,²⁰ alleged invasion of privacy that takes place when a work is accessed,²¹ and lack of expertise interpreting contract terms.²² While we are sympathetic to these concerns, if truth be told, these concerns are internal administrative problems not unlike problems that many organizations face. They have nothing to do with the first sale doctrine.

For example, the problem of making works available to visiting professors and community members can be solved by making technical changes in the way that a library's network identifies its users. Likewise, the so-called privacy concerns can be addressed quite simply through filtering or anonymizing technology that allows publishers to ensure their license terms are being adhered to while ensuring that private information is not disclosed. We urge the Copyright Office and NTIA to disregard these comments and similar comments, as noted above, because they have no bearing on the two-pronged inquiry that is the subject of this study.

In addition, we also believe it is necessary to correct some misstatements made in the Library Associations comments. For example, on page 16 of the comments, the Library Associations states that:

Elsevier has granted electronic access to their journals, but tells us they will only provide access for a 9 month period, so we will lose access to those electronic issues that we once had. We cannot afford their Science Direct product at the moment, which would give us more comprehensive, stable access to their journals.

This statement is misleading. Elsevier Science gives free — repeat free — electronic access to the most recent nine months of their science journals to libraries that subscribe to the print version of the journal. These libraries retain copies of the printed periodicals and are free to dispose of these copies as they wish consistent with section 109. Elsevier Science does offer to

¹⁸ See SIIA's initial comments.

¹⁹ See Comments of Library Associations at page 6.

²⁰ Id.

²¹ Id. at page 9.

²² Id. at page 13.

libraries the ability to retain access to all electronic materials they had access to (even those that are older than nine months), but because of the increased costs involved in doing so, Elsevier Science cannot include this service in its free service. In addition, the library retains online access rights indefinitely to the issues of the journal published during the time period during which they subscribed — including to back issues of discontinued titles, even after the library terminates its license.

Furthermore, Elsevier Science recently announced their commitment to carry out perpetual archiving of back issues of all their scientific journals, and has pledged not to dismantle their archival facility without depositing copies in selected libraries or similar approved archives. They have also offered libraries the opportunity to maintain their own local archives of their material and are actively working with library organizations and national libraries worldwide, including the Library of Congress, to develop new models for publisher-library co-operation to ensure appropriate digital archiving.

We provide this explanation as just one example of a situation where the Library Associations have expressed an alleged concern without providing all the facts or by providing misleading information. There are other examples too numerous to mention here. We, therefore, caution the Copyright Office and NTIA to question the examples provided by the Library Associations in their comments unless and until they can be confirmed by relevant parties.

F. Proposed Expansion of Section 117

Several commentators suggest that there is a need to expand the scope of section 117 beyond computer programs. They suggest that one should be allowed under section 117 to make back-up copies of all copyrighted works in digital form for the sole reason that the copyright law presently allows owners of one other type of digital work (*i.e.*, computer software) to make back-up copies. SIIA opposes this proposal because the premise on which it is based is faulty.

Unlike when section 117(a)(2) was first enacted, today it has little, if any, utility. According to PC Data, 97% of all the software sold in the United States in 1999 was sold on CD-ROM. In 2000YTD, 98% of all software was sold on CD-ROM. Once a computer program is loaded from a CD-ROM to one's computer, there is no need to make a back-up copy, because, in effect, the CD-ROM serves as the back-up copy and CD-ROMs have an estimated failure rate of significantly less than 1%.²³ Moreover, because a CD-ROM is capable of storing up to roughly 650 MB (which translates to ~~450~~ 3.5" 1.4 MB floppy discs), a person would need a CD recording device to be able to make a back up copy of their CD-ROM. Penetration of these devices into the home computing market is extremely limited at this point. Thus, very few individuals have the ability to make a back-up copy and even fewer actually desire to make such back-up copies. It seems senseless to expand section 117(a)(2) to other copyrighted works when it is being used so sparingly today for computer software and because the justification for the provision no longer exists.

²³ An informal survey of SIIA members and other CD-ROM manufacturers & distributors estimated that the failure rate was approximately one tenth of 1%.

SIIA also opposes the extension of section 117 to temporary copies of a work. Such a provision is unnecessary because the user's interests are adequately protected under existing law. Under existing law, the user's reproduction of the work may be authorized by the copyright owner or permitted by law, such as by the fair use doctrine. As noted above, SIIA believes that those who support an expansion of section 117 should be compelled to demonstrate to the Copyright Office and the NTIA why existing defenses, including fair use doctrine, would not apply.

G. Response to Comments on UCITA and Licensing Restrictions

Comments filed by the DFC, the Library Associations and Patrice Lyons raise issues relating to licensing as well as the Uniform Computer Information Transactions Act (“UCITA”). Although, as stated above, SIIA believes that these issues should not be considered in the section 104 study, because many of these comments are incorrect and misleading, we feel it necessary to clarify and correct these comments.

Despite comments of the DFC and Library Associations to the contrary, UCITA promotes the fundamental principle of freedom of contract and does not endorse the imposition of restrictive contractual provisions on libraries, consumers or users. In fact, UCITA expressly prevents a licensor from enforcing any provision of a contract that would undermine the fundamental public policies on which the Copyright Act is based. Specifically, Section 105(b) of UCITA reads as follows:

(b) If a term of a contract violates a fundamental public policy, the court may refuse to enforce the contract, enforce the remainder of the contract without the impermissible term, or limit the application of the impermissible term so as to avoid a result contrary to public policy, in each case to the extent that the interest in enforcement is clearly outweighed by a public policy against enforcement of the term.

This position is further bolstered by the Reporter’s Notes accompanying this section, which makes clear that “fair use” is an important part of the considerations a court should weigh in determining the validity of a contract.²⁴

²⁴ The Reporter's Notes state:

The offsetting public policies most likely to apply to transactions within this Act are those relating to innovation, competition, fair comment and fair use. Innovation policy recognizes the need for a balance between protecting property interests in information to encourage its creation and the importance of a rich public domain upon which most innovation ultimately depends. Competition policy prevents unreasonable restraints on publicly available information in order to protect competition. Rights of free expression may include the right of persons to comment, whether positively or negatively, on the character or quality of information in the marketplace. Free expression and the public interest in supporting public domain use of published information also underlie fair use as a restraint on information property rights. Fair use doctrine is established by Congress in the Copyright Act. Its application and the policy of fair use is one for consideration and determination there. However, to the extent that Congress has established policies on fair use, those can taken into consideration under this section.

The DFC, the Library Associations, and Patrice Lyons also suggest, because of the licensing practices of copyright owners and UCITA, that the Copyright Office and the NTIA should explore the interplay between federal copyright law and state contract law.²⁵ The DFC specifically proposes that the Copyright Office and NTIA recommend in the section 104 study that Congress amend 17 U.S.C. 301.²⁶

As one scholar has noted:

[G]iven the ease of copying and distributing software, software licensors may need contractual limitations on the first-sale doctrine to ensure viability. If these contracts were deemed unenforceable under section 301(a), the information industry might not be economically sustainable. Without adequate information incentives, the intellectual property goal of increasing production and sharing of information with the public would ultimately suffer.²⁷

Issues related to the interplay between the federal copyright law and state contract law are not new issues. While the DFC, Library Associations and Ms. Lyons would like to give the impression that these issues are new and have not previously been considered by Congress, that quite simply is not the case. For instance, issues relating to the relationship between section 109 and state contract law were thoughtfully considered by Congress when the 1976 Copyright Act was enacted.²⁸ Moreover, this relationship has been the subject of numerous congressional debates and court decisions over the years.²⁹ We can see no reason why these issues should be taken up at this time when the groups that have raised these issues have not demonstrated why they should be, how they relate to sections 109 or 117, or why these issues are any different than the issues that arose when Congress enacted the 1976 Copyright Act, or subsequent amendments thereto (including the DMCA).

The final point we would like to address regarding licensing relates to the Library Associations' claims that licenses for digital works prevent these works from being donated to libraries. While there likely are contracts between copyright owners and consumers that do prevent donations, this is the exception rather than the rule. As a general matter, agreements between consumers and copyright owners for software and digital content do not prevent the consumer from donating the copy of such software or content purchased by that user to a library or other eleemosynary institution.

²⁵ See Comments of Library Associations page 25; Comments of Patrice Lyons at page 9, Comments of DFC at page 4.

²⁶ See Comments of DFC at page 4.

²⁷ Pratik A. Shah, "Berkeley Technology Law Journal Annual Review of Law and Technology, Intellectual Property, Copyright, The Uniform Computer Information Transaction Act," 15 Berkeley Tech. L.J. 85 (2000).

²⁸ The legislative history accompanying Section 109 of the Copyright Act clearly sets out parameters regarding licenses and the enforceability of agreements between private parties. See H.R. Rep. No. 94-1476, 2d Sess., at 79 (1976).

²⁹ See, e.g., ProCD, Inc. v. Zeidenberg, 86 F.3d 1447 (7th Cir. 1996), *rev'g* 90 F. Supp. 640 (W.D. Wis.)

In closing, we would like to once again thank the Copyright Office and NTIA for providing us an opportunity to file these reply comments. If we can provide any supplemental information or clarify any of our comments please do not hesitate to contact us.

Sincerely,

Ken Wasch
President