

AMENDED Exhibit 465

PLAINTIFFS' OMNIBUS OPPOSITION TO DEFENDANTS' MOTIONS FOR SUMMARY JUDGMENT

Case No.: 4:22-md-03047-YGR

MDL No. 3047

In Re: Social Media Adolescent Addiction/Personal Injury Products Liability Litigation



AMENDMENT NO. 1 TO LETTER OF AGREEMENT

This Amendment No. 1 to Letter of Agreement (“**Amendment**”) is entered into on October 8, 2020 with an effective date of August 1, 2020 (the “**Amendment Effective Date**”), by and between TikTok, Inc. (“**Company**”) and ConnectSafely (“**Service Provider**”). Company and Service Provider are each a “**Party**”, and together, the “**Parties**”. Capitalized terms used herein but not otherwise defined shall have the meanings ascribed to such terms in the Agreement (defined below).

WHEREAS, the Parties previously entered into that certain Letter of Agreement effective as of August 1, 2019 (the “**Agreement**”) pursuant to which Service Provider provides s services as fully set forth in the Agreement.

WHEREAS, the Parties desire to extend the term of the Agreement.

NOW THEREFORE, in consideration of the mutual promises contained herein and the mutual benefits to be derived therefrom, the receipt and sufficiency of which is hereby acknowledged, the Parties now agree as follows:

1. Fees: Section 5 of “Supporter Obligations” is hereby deleted in its entirety and replaced with the following:

“5. Underwriting of ConnectSafely in the following amounts:

- (i) [REDACTED] from August 1, 2019 through July 31, 2020. TikTok will make payment to ConnectSafely within thirty (30) days of receipt of an undisputed invoice from ConnectSafely; and
- (ii) [REDACTED] from August 1, 2020 through December 31, 2020. Tiktok will make payment to ConnectSafely within thirty (30) days of receipt of an undisputed invoice from ConnectSafely, which ConnectSafely will not issue prior to August 1, 2020.”

2. Term and Termination. The section “Term and Termination” on page 2 of the Agreement is hereby amended by deleting such section in its entirety and replacing it with the following:

“Term and Termination. The term of this Agreement shall commence on August 1, 2019 and shall terminate on December 31, 2020.”

3. General. This Amendment may be executed in any number of identical counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument when each Party has signed and delivered one such counterpart to the other Party. This Amendment when read in conjunction with the Agreement constitutes the entire agreement between the Parties with respect to the subject matter of this Amendment, and supersedes all prior agreements, whether written or oral, with respect to the subject matter herein. As of the Amendment Effective Date, the terms and conditions set forth in this Amendment shall be deemed a part of the Agreement for all purposes. Except as expressly modified by this Amendment, all of the terms and conditions of the Agreement shall remain unchanged and are in full force and effect and the Parties hereby ratify the same. Delivery of an executed counterpart of this Amendment or of any other documents in connection with this Amendment by e-mail will be deemed as effective as delivery of an originally executed counterpart.



IN WITNESS WHEREOF, the Parties have executed this Amendment of the date first above written.

TikTok, Inc.  By: _____ Printed Name:  _____ Title: _____ Director _____ Date Signed: 11/10, 2020 7:33:30 下午 PST	ConnectSafely  By: _____ Printed Name:  _____ Title:  _____ Date Signed: 10/8/2020 _____
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