

AMENDED Exhibit 89

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

Date: December 3, 2019

Reference is made to the **Statement of Work (Well-Being Research)** effective August 13, 2019 (the "SOW") subject to and incorporating the terms and conditions of the Nielsen-Facebook Custom Services Agreement between **Facebook, Inc.** ("Facebook") and **The Nielsen Company (US), LLC** ("Nielsen") effective December 21, 2016 (the "Agreement"). For good and valuable consideration, receipt of which is acknowledged by the parties, it is mutually agreed that the SOW is hereby amended as follows:

1. Section 4 (Deliverables) is hereby deleted in its entirety and replaced by the following:

4. Deliverables. Nielsen will provide the following Deliverables with respect to the Facebook survey respondents no later than 12 weeks following the commencement of Wave 2 (as set forth below):

- Research and Design, including model plan, sample plan, and multiple questionnaire development, as further described in this SOW
- Raw data files (SPSS and CSV) for both partial and completed survey responses and mobile meter data for each Metered Respondent (as defined below).
- File of coded responses to open-ended survey questions.
- Data tables that include banners by different groups and by other mutually agreed, pre-defined variables.
- Data files containing respondent-level raw data necessary to compute, the difference in distributions of demographic characteristics between people eligible and ineligible to participate in the study as well as respondent-level raw data to compute, sample attrition, non-response and drop-off rates by demographic characteristics, experimental condition, and quality of baseline responses. The raw data files will include respondent-level anonymized identifiers so that they can be linked to each other.
- Support reviewing Facebook's modeled analysis and all relevant inputs
- Support reviewing Facebook's analytics, insights, and full detailed report

Wave 1 Services and Deliverables: Panelist and survey costs, block randomization, respondent compliance checks, raw data files, file of coded responses to open-ended survey questions, data tables, Data Science consultation, model review, User Match conducted in 2019

Wave 2 Services and Deliverables: Panelist and survey costs, block randomization, respondent compliance checks, raw data files, file of coded responses to open-ended survey questions, data tables, Data Science consultation, travel time, model review, User Match, insights and analytics review conducted in 2020

If requested by Facebook, Nielsen will perform a quality check on all survey responses and will remove low-quality responses from the Deliverables.

For the avoidance of doubt: (i) Nielsen will not disclose the Deliverables or Research Data to any third party, and (ii) Nielsen will not use the Deliverables or Research Data for any purpose other than to perform its obligations under this SOW.

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2. Section 6.a (Fees) is hereby amended by the deletion and replacement of subsections 6.a.b and 6.a.c as follows:

- b. Execution of the Services and Deliverables under this SOW (including panelist and survey costs, block randomization, respondent compliance checks, raw data files, file of coded responses to open-ended survey questions, and data tables)): \$199,402. Subject to Section 6.c, these fees will be due to Nielsen as follows:
 - i. \$139,669 upon the completion and delivery of Wave 1 Services and Deliverables: Panelist and survey costs, block randomization, respondent compliance checks, raw data files, file or coded responses to open-ended survey questions, data tables
 - ii. \$59,733 upon the completion and delivery of Wave 2 Services and Deliverables: Panelist and survey costs, block randomization, respondent compliance checks, raw data files, file or coded responses to open-ended survey questions, data tables
- c. Analytics Fee for Services and Deliverables under this SOW (including review of the model, insights, and analytics, execution of the User Match, and travel time): \$127,098. Subject to Section 6.c, the fees will be due to Nielsen as follows:
 - i. \$63,500 upon the completion and delivery of Wave 1 Services and Deliverables: Data Science consultation, model review, User Match
 - ii. \$63,598 upon the completion and delivery of Wave 2 Services and Deliverables: Data Science consultation, travel time, model review, User Match, insights and analytics review

Except as expressly set forth in this Amendment, all terms and conditions set forth in the SOW remain in full force and effect. As of the effective date hereof, all references to the SOW shall be references to the SOW as amended by this Amendment.

IN WITNESS WHEREOF, this Amendment has been executed by the parties hereto through their duly authorized representatives whose signatures are set forth below.

THE NIELSEN COMPANY (US), LLC

FACEBOOK, INC.

Signature _____

Signature _____

Print
Name: _____

Print
Name: _____

Print
Title: _____

Print
Title: _____

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