

I.

**SETTLEMENT AGREEMENT**

This Settlement Agreement (“Agreement”) is entered into between Landmark Education LLC (“Landmark”), on the one hand, and the anonymous poster of the video entitled “2003\_Inside\_Landmark\_Forum” (“the Video”), which video was previously found at <http://video.google.com/videoplay?docid=-5762907067305296500&hl=en> (identified herein under the pseudonym “John Doe”), on the other hand. Collectively, Landmark and John Doe will be referred to as “the Parties.”

II.

**RECITALS**

- A. WHEREAS, John Doe posted the Video on Google’s web site that allegedly included portions of Landmark’s program, The Landmark Forum;
- B. WHEREAS, the Parties dispute whether the Video and the posting thereof infringed on Landmark’s registered copyright, TXu 1-120-461, issued by the U.S. Copyright Office;
- C. WHEREAS, on or about October 19, 2006, Landmark caused a subpoena to be obtained and served on Google seeking documents sufficient to identify John Doe (“the Subpoena”);
- D. WHEREAS, John Doe desires to preserve his right to speak anonymously under the First Amendment of the United States Constitution; and
- E. WHEREAS, no admission of liability in this disputed case by either party exists, and the Parties desire to resolve the issues raised in and by the Subpoena and John Doe’s response thereto.

NOW, THEREFORE, in consideration of the covenants, conditions and promises described in this Agreement, the Parties to this Agreement agree as follows:

**1. Authorization.** The Electronic Frontier Foundation (EFF) is counsel to John Doe, and, in order to preserve John Doe’s anonymity, will sign this Agreement on John Doe’s behalf. EFF hereby represents that it is the attorney for and duly authorized agent of John Doe for purposes of this Agreement and that it has been expressly authorized by John Doe to enter into this Agreement on his/her/its behalf. EFF further represents that John Doe has read and understands the Agreement and agrees to be bound by its terms.

**2. Execution of the Agreement.** Within twenty-four hours of receipt of this Agreement, EFF shall execute and return the same to counsel for Landmark, as provided in paragraph 17 hereof. Landmark, in turn, shall execute the Agreement and return a signed original to EFF, as provided in paragraph 17 hereof.

**3. Acknowledgement/Agreement Not to Re-Post.** John Doe acknowledges and represents that he/she/it has removed the Video or that the Video has been removed, from

