

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

Google and all other internet sites upon which he/she/it posted the Video, and further agrees not to re-post the Video in any form on Google or on any other internet site, in whole or in part.

4. Withdrawal of Subpoena. On or before November 29, 2006,, Landmark shall withdraw the Subpoena in writing, provide notice of such withdrawal to EFF and otherwise refrain from requiring disclosure of John Doe's identity with respect to the matters covered in the Subpoena. Upon withdrawal of the Subpoena, John Doe agrees not to file a motion to quash or otherwise challenge the Subpoena.

5. Release. Except for the obligations set forth in this Agreement, Landmark on behalf of itself, and its officers, directors, shareholders, partners, agents, attorneys, employees, parent companies, subsidiaries, divisions, affiliates, predecessors, successors and assigns, spouses, and heirs, in consideration of the mutual promises and covenants set forth herein, hereby releases and forever discharges John Doe from any and all claims, actions, causes of action, liability, demands, damages and losses of whatever kind or nature, in law or equity, known or unknown, suspected or unsuspected, arising from or relating to or based upon, in whole or in part, any act, transaction, practice or conduct predating the execution of the Agreement and arising out of or relating to John Doe's posting of the Video on the internet.

Landmark expressly waives any rights or benefits available to it under the provisions of Section 1542 of the California Civil Code, or of the provisions of any similar statute of any other jurisdiction.

Civil Code Section 1542 provides as follows:

A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.

Landmark understands the statutory language of Section 1542 of the California Civil Code but nevertheless elects to and hereby does release John Doe from all claims it may have, whether known or unknown, arising out of or relating to John Doe's posting of the Video on the internet, and specifically waives any rights they may have under said Civil Code section 1542.

6. Validity of Settlement Agreement. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way.

7. Modification or Waiver. This Agreement may not be changed or modified or any covenant or provision in this Agreement waived, except by another agreement, in writing, signed by each party affected by the modification or waiver.

8. Final Integrated Agreement. This Agreement shall constitute the entire, final and binding understanding between the Parties. The Parties have not received or relied on any other statement or representation, written or oral, express or implied, regarding the settlement contained in this Agreement. All prior discussions, statements and negotiations made or that have occurred prior to the effective date of this Agreement shall be deemed merged into this Agreement and shall not be used for any other purpose whatsoever.

9. Understanding of Agreement. In entering into this Agreement, the Parties have relied upon their own judgment, belief, knowledge, understanding and expertise concerning the legal effect of the settlement and all of the terms of this Agreement.

10. Voluntary Settlement. The Parties have entered into the settlement knowingly and voluntarily in the total absence of any fraud, mistake, duress, coercion or undue influence and after careful thought and reflection upon the terms of the settlement. Accordingly, by signing this document, the Parties signified their full understanding, agreement and acceptance.

11. Ambiguities or Uncertainties. This Agreement shall be interpreted and construed without reference to the identity of the party preparing this Agreement on the express understanding and agreement that the Parties participated equally in the negotiation and preparation of the Agreement or have had equal opportunity to do so. Accordingly, the Parties to this Agreement waive the benefit of California Civil Code section 1654 and any successor or amended statute, providing that in cases of uncertainty, language or a contract should be interpreted most strongly against the party who caused the uncertainty to exist.

12. Choice of Law. This Agreement shall be construed and enforced in accordance with the laws of the State of California.

13. Paragraph Headings. The paragraph headings in this Agreement are for convenience only, are not considered a part of the Agreement and shall not be used in the construction and interpretation of the Agreement.

14. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the respective heirs, successors and assigns of the Parties.

15. Counterpart Originals. This Agreement may be executed in counterparts without each of the Parties required to execute a single document. The executed counterparts shall be deemed to constitute a signed original document. Signatures on the executed counterparts may be transmitted by facsimile and shall be deemed to constitute original signatures.

16. Duplicates. Each party shall sign two duplicate originals of the Agreement.

17. Notice. All notices pertaining to this Agreement shall be sent to the following:

On behalf of Landmark:

Barry W. Lee, Esq.
Amy B. Briggs, Esq.
Steeffel, Levitt & Weiss, P.C.
One Embarcadero Center, 30th Floor
San Francisco, CA 94111

Art Schreiber, Esq.
General Counsel
Landmark Education LLC
353 Sacramento Street, Suite 200
San Francisco, California 94111

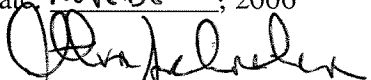
On behalf of John Doe:

Kurt Opsahl, Esq.
Corynne McSherry, Esq.
Electronic Frontier Foundation
454 Shotwell Street
San Francisco, CA 94110

18. Effective Date. This Agreement shall be effective as of November 16, 2006, upon execution by the last of the Parties but without regard to the date of execution. The Parties agree to execute any additional documents reasonably necessary to effectuate the intent and purposes of this Agreement.

LANDMARK EDUCATION LLC

Date: November 29, 2006



By: Arthur Schreiber, Esq.

Date: _____, 2006

JOHN DOE

By: Kurt Opsahl, Esq., Attorney for and on
behalf of John Doe

On behalf of Landmark:

Barry W. Lee, Esq.
Amy B. Briggs, Esq.
Steeffel, Levitt & Weiss, P.C.
One Embarcadero Center, 30th Floor
San Francisco, CA 94111

Art Schreiber, Esq.
General Counsel
Landmark Education LLC
353 Sacramento Street, Suite 200
San Francisco, California 94111

On behalf of John Doe:

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LANDMARK EDUCATION LLC

Date: _____, 2006

By: Arthur Schreiber, Esq.
Date: Nov. 28, 2006

JOHN DOE



By: Kurt Opsahl, Esq., Attorney for and on
behalf of John Doe