

SETTLEMENT AGREEMENT

THIS AGREEMENT, dated and effective as of the last date executed below (the "Effective Date"), is by and between Quang-Tuan Luong ("Luong") and Keven Schlossberg ("Schlossberg").

WHEREAS, in May of 2019, Kevin Schlossberg brought an action for declaratory judgment pursuant to the Copyright Act of 1976, 17 U.S.C. §§ 101 et seq. and 28 U.S.C. §§ 2201 and 2202 against Quang-Tuan Luong in Civil Action 5:19-cv-02497-SVK; and

WHEREAS, the parties wish to settle their dispute arising out of the Civil Action;

NOW, THEREFORE, based on the foregoing and in consideration of the mutual promises and covenants contained herein, the adequacy of which is hereby acknowledged, the parties agree as follows:

1. Definitions

For purposes of this Agreement:

- (a) The terms "Party" or "Parties" shall mean Quang-Tuan Luong and/or Kevin Schlossberg along with their respective agents and attorneys.
- (b) "Luong" shall mean Quang-Tuan Luong and his agents and attorneys.
- (c) "Schlossberg" shall mean Kevin Schlossberg and his agents and attorneys.

2. Covenant Not to Sue

- (a) In consideration of the promises made in this Agreement, the Stipulated Dismissal of the Civil Action, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Luong covenants and agrees not to sue Schlossberg for infringement of any copyrights resulting from deep-linking to

one of Luong's photographs in a 2007 post on Schlossberg's Blade Forums discussion website, or from Schlossberg's reinstatement of that deep-link.

- (b) This Agreement may be pleaded as a complete defense to, and may be used as a basis for an injunction against, the bringing of any claim related to the posting of a deep-link to Luong's photograph as described in this Section 2.
- (c) This Covenant shall be binding upon Luong and any of his successors or assignees.

3. Disposition of the Civil Action

Within 7 days of the Effective Date of this Agreement, the Parties will file the Stipulation and Order Dismissing Action agreed to and signed by the Parties on 5/30/19.

The Parties agree that money damages would be an inadequate remedy for any breach of this Agreement, and agree that the provisions of this Agreement may be enforced by injunction or other order or decree of a court of competent jurisdiction.

4. Interpretation and Choice of Law

The language of this Agreement has been approved by counsel for the parties. The language of this Agreement shall be construed as a whole according to its fair meaning and none of the parties (nor the parties' respective attorneys) shall be deemed to be the draftsman of this Agreement in any action which may hereafter arise between the Parties. This Agreement shall be interpreted under the laws of the State of California.

5. Notices

All notices, consents, request, demands, and other communications hereunder shall be in writing and shall be deemed to have been duly given or delivered as provided herein on the date delivered if delivered personally, or one business day after being sent by overnight delivery via a

national courier service and, in either case, shall be addressed to the Party at the address provided in this Agreement or to such other address as any Party shall inform the other in writing:

Quang-Tuan Luong: Mathew Higbee, Higbee & Associates, 1504 Brookhollow Suite 112, Santa Ana, CA 92705

Kevin Schlossberg: Phillip R. Malone, Juelsgaard Intellectual Property and Innovation Clinic, Mills Legal Clinic at Stanford Law School, 559 Nathan Abbott Way, Stanford, CA 94305

6. Counterparts

This Agreement may be executed in duplicate and either original shall be deemed to be an original, but both originals together shall constitute one and the same instrument.

7. Entire Agreement

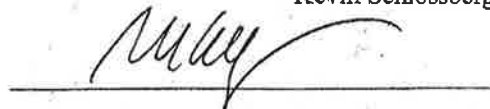
This Agreement embodies the entire agreement between the Parties relating to the subject matter herein, whether written or oral, and there are no other representations, warranties, or agreements between the parties not contained or referenced in this Agreement. This Agreement may be amended, supplemented, or modified only by a written instrument duly executed by or on behalf of every Party hereto which specifically refers to this Agreement.

Dated: 6/1/19, 2019.



Kevin Schlossberg

Dated: 5/29/19, 2019.



Mathew Higbee on behalf of

Quang-Tuan Luong