

SETTLEMENT AGREEMENT

The undersigned are parties to a lawsuit pending in the United States District Court for the Middle District of Tennessee ("the Court"), Case No. 3:09-00446 (the "Lawsuit"). In settlement of the Lawsuit, the parties agree as follows:

1. Plaintiffs brought the Lawsuit seeking permanent declaratory and injunctive relief against the Defendants' alleged unlawful censorship of political and educational websites that provide information regarding, support, promote, or cater to one's sexual orientation or gender identity including but not limited to lesbian, gay, bi-sexual, and transgender sites and which do not contain sexually gratuitous content, personals, and/or chat capabilities (the "LGBT sites"). Defendants expressly deny the allegations set forth in the Lawsuit, and this Agreement shall in no way be construed as an admission of liability on the part of any Defendant.
2. Defendants currently do not utilize filtering software at the schools within their jurisdiction that blocks or otherwise places a barrier to student or faculty access to the LGBT sites.
3. Each of the Defendants shall refrain from using Internet filtering software that blocks or otherwise places a barrier to student and/or faculty access to the LGBT sites at schools within their jurisdiction so long as available software continues to function in such a manner as to allow the blocking of sites that contain sexually gratuitous content, personals, and/or chat capabilities and to allow the Defendant school districts to comply with the provision of the The Children's Internet Protection Act and the E-rate Program.
4. The parties further agree to all of the terms set forth in the Joint Motion and Proposed Order of Dismissal attached as collective Exhibit A to this Agreement. Upon

execution of this settlement agreement, the parties shall promptly enter into the attached Joint Motion, which shall be filed by the Plaintiffs with the Court, along with the attached Proposed Order of Dismissal. In the event that the Court declines to retain jurisdiction over the enforcement of the Settlement Agreement, the parties agree that the Agreement is null and void.

5. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, successors, and assigns.

6. The Defendants shall provide notice to Plaintiffs' counsel of any changes to its Internet filtering software that blocks or otherwise places a barrier to student and/or faculty access to the LGBT sites at schools no later than 14 days after such Defendant has actual notice that such changes occurred. Notice shall be provided by facsimile and mail to: Tricia Herzfeld, ACLU of Tennessee, P.O. Box 120160, Nashville, TN 37212, facsimile: (615) 320-7260.

7. Each of the signatories to this Agreement warrant and hereby represent that he or she has full legal authority to enter into this Agreement on behalf of the respective party to the Lawsuit. This Agreement shall be signed by the parties with duplicate originals.

For the Plaintiffs:

Keila Franks, by and through her
next friend and mother Pamela Auble

Bryanna Shelton, by and through her
next friend and mother, Angie Wright

Emily Logan, by and through her
next friend and father, Andy Logan

Karyn Storts-Brinks

For the Defendants:

David Fox, Chair, on behalf of the
Metropolitan Board of Public Education

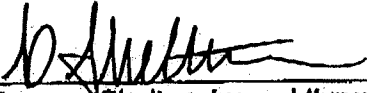
Jessie Register, in his official capacity as
Director of Schools of the Metropolitan
Board of Education

Indya Kincannon, Chair, on behalf of the
Knox County Board of Education

James McIntyre, in his official capacity as
Superintendent of the Knox County
Schools

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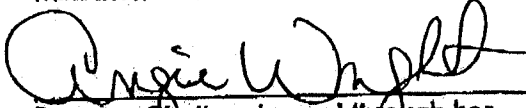
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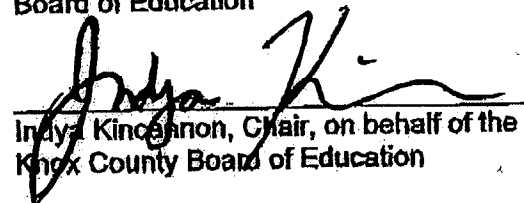
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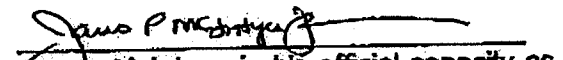
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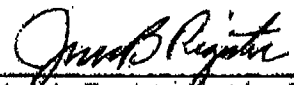
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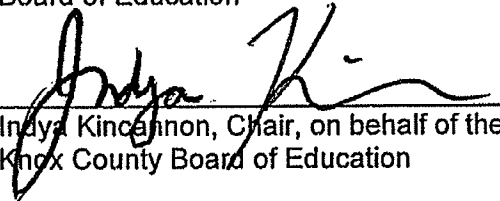
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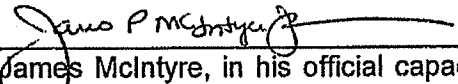
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