

## SETTLEMENT AGREEMENT AND RELEASE

**THIS SETTLEMENT AGREEMENT AND RELEASE** (“Settlement Agreement”) is effective as of February 12, 2013 (the “Effective Date”) and is between the Wikimedia Foundation, Inc., (“Wikimedia Foundation”) and Wikivoyage, e.V. (“Wikivoyage”), on the one hand, and Internet Brands, Inc. (“Internet Brands”), on the other hand (collectively the “Parties”);

**WHEREAS**, the Wikimedia Foundation filed an action against Internet Brands in the Superior Court of the State of California, County of San Francisco, captioned *Wikimedia Foundation, Inc. v. Internet Brands, Inc.*, case no. CGC-12-523971 (the “San Francisco Action”);

**WHEREAS**, in the San Francisco Action, the Wikimedia Foundation has asserted a single claim for declaratory relief, arising from allegations that Internet Brands has taken actions designed to impair the Wikimedia community’s ability to create a new wiki travel website guide (now called wikivoyage.org) including, but not limited to, impeding the copying of content from the Wikitravel website to the new wiki travel website;

**WHEREAS**, Internet Brands answered the Wikimedia Foundation’s Complaint in the San Francisco Action and denied the allegations therein;

**WHEREAS**, the Parties desire to settle, resolve and discharge their disputes regarding the creation of a new travel wiki and the copying of content to the new travel wiki, as well as any claims or causes of action concerning such matters that might be asserted by or against Internet Brands, Wikivoyage, e.V, and/or the Wikimedia Foundation;

**NOW THEREFORE**, in consideration of the foregoing and for good and valuable consideration, the Parties hereby agree as follows:

1. Within 5 days of the Effective Date, the Wikimedia Foundation shall deliver to Internet Brands a fully executed dismissal with prejudice of the entire San Francisco Action, marked to indicate that each side will bear its own fees and costs, and authorize the filing of same;

2. Immediately upon receipt of the dismissal with prejudice specified in paragraph 1, the Parties shall release one another and their respective subsidiaries, officers, directors, board members, owners, members, managers, employees, attorneys, partners, beneficiaries, trustees, and affiliates from any and all claims, causes of action and demands, known and unknown, actually asserted or that could have been asserted by any Party in the San Francisco Action or Internet Brands’ action captioned *Internet Brands v. Holliday, et al.*, Central District of California case No. cv12-8088-SVW that relate in any manner to the creation and operation of the Wikimedia travel wiki website, wikivoyage.org, and/or the copying of content to that website from any source, including Wikitravel.org.

3. Within 5 days of receipt of the dismissal with prejudice specific in paragraphs 1, the Wikimedia Foundation and Internet Brands shall post to their respective policies and guidelines pages of the wikitravel.org and wikivoyage.org websites the following statement:

“[The Wikimedia Foundation] [Internet Brands] believes there is enough room for multiple travel sites to co-exist, and for community members to contribute to multiple sites in this area.” This statement shall remain on the respective websites for a period of not less than three years from the Effective Date. However, if either party to the Settlement Agreement notifies the other party that it is out of compliance with this Paragraph, the latter shall have thirty (30) days from the date notice is received to correct the purported noncompliance. Any notice sent in accordance with this Paragraph shall be sent by first class mail, return receipt requested, to the appropriate address below:

To the Wikimedia Foundation, Inc.: General Counsel, Wikimedia Foundation Inc., 149 New Montgomery Street, 3rd Floor, San Francisco, CA 94105

To Internet Brands, Inc.: B. Lynn Walsh, Internet Brands, Inc., 909 N. Sepulveda Blvd., 11<sup>th</sup> Floor, El Segundo, CA 90245.

4. The Parties specifically acknowledge that the releases are not forward looking and do not release one another for actions that occur after the Effective Date, but declare and acknowledge that they are aware of the contents of Section 1542 of the California Civil Code, and that section and the benefits thereof are hereby expressly waived. 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.”

5. This Settlement Agreement reflects a compromise of disputes without any admissions of fault or liability. Neither the contents of this Settlement Agreement, nor the fact of its execution, is intended to constitute an admission of fault, liability or obligation owed by any of the Parties to any other Party to this Settlement Agreement.

6. Any action brought to enforce this lawsuit shall be brought in San Francisco Superior Court.

7. This Settlement Agreement shall be governed by the laws of California.

8. This Settlement Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

9. The undersigned have each been authorized to sign this Settlement Agreement on behalf of and bind the Parties and all who may claim through the Parties to the terms and conditions of this agreement.

10. Each Party acknowledges that it has sought the advice of counsel concerning the terms of this Settlement Agreement (and particularly California Civil Code section 1542) and has agreed to proceed after seeking such advice. Each Party also acknowledges that the drafting and negotiation of this Settlement Agreement have been participated in by each of the Parties and for

all purposes this Settlement Agreement shall be deemed to have been drafted jointly by each of the Parties.

11. This Settlement Agreement is in lieu of, supersedes and extinguishes all other agreements, negotiations, understandings, and representations that may have been made or entered into by and between the Parties with respect to the San Francisco Action. This Settlement Agreement cannot be modified or amended, except by a writing executed by all Parties, except the Agreement may be modified as to paragraph 3 by a writing executed only by the Wikimedia Foundation and Internet Brands.

12. This Settlement Agreement shall bind and inure to the benefit of the respective successors and assigns of each of the parties.

13. Each provision of this Settlement Agreement shall be severable from every other provision of this Settlement Agreement for the purpose of determining the legal enforceability of any specific provision.

14. Should any Party hereto bring an action or proceeding arising from or relating to the enforcement or interpretation of this Settlement Agreement, then, in such an event, the prevailing Party shall be entitled to be reimbursed by the losing Party for all costs and expenses incurred as a result thereof, including, but not limited to, reasonable attorneys' fees, whether in the resulting action or an appeal.

**ACCEPTED AND AGREED:**

Dated:  
2013

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Wikivoyage, e.V.

By:

Its:


Dated:  
2013

\_\_\_\_\_  
The Wikimedia Foundation

By: Geoff Brigham

Its: General Counsel

Dated:  
2013

  
\_\_\_\_\_  
Internet Brands, Inc.

By: B. Lynn Walsh,

Its: Exec. V.P. Corp. Dev./General Counsel

**APPROVED AS TO FORM:**

Cooley LLP

Dated: \_\_\_\_\_, 2013

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Patrick P. Gunn, attorney for Wikimedia  
Foundation, Inc.

Dated: February 2, 2013

iGeneral Counsel, P.C.  
Wendy Gibert  
Wendy Gibert, attorney for Internet Brands,  
Inc.