AGREEMENT

This Agreement (the "Agreement") is entered into on the date of signature of the last signatory to this Agreement ("Effective Date") by and between Speech First, Inc. ("Speech First") on the one hand and the University of Michigan ("University") on the other (collectively, the "Parties") as follows:

A. WHEREAS, by complaint filed on May 8, 2018, Speech First brought claims against fourteen University officers, employees, and members of the University's Board of Regents, all in their official capacities ("Defendants"), in the matter styled *Speech First, Inc. v. Schlissel, et al.*, 18-cv-11451-LVP-EAS (E.D. Mich.) ("Action");

B. WHEREAS, on May 11, 2018, Speech First moved for a preliminary injunction relating to its claims concerning certain then-existing definitions of "harassing" and "bullying" posted on the University's website in connection with the University's Statement of Student Rights and Responsibilities, as well as concerning aspects of the University's then-existing Bias Response Team;

C. WHEREAS Defendants opposed Speech First's motion;

D. WHEREAS, after briefing and oral argument, the District Court denied Speech First's motion for a preliminary injunction on August 6, 2018;

E. WHEREAS Speech First appealed the District Court's ruling to the United States Court of Appeals for the Sixth Circuit;

F. WHEREAS, on September 23, 2019, a divided panel of the Sixth Circuit issued a decision vacating the District Court's ruling and remanding for further proceedings in the District Court; and

G. WHEREAS, the Parties have determined that it is in their mutual interests to amicably resolve all issues between them.

NOW, THEREFORE, in consideration of the foregoing and of the mutual undertakings of the Parties set out herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. With respect to the Statement of Student Rights and Responsibilities, the University removed certain definitions of "bullying" and "harassing" from its website on June 11, 2018, and adopted definitions that solely derive from state law. The University will not reinstate the removed definitions. The University and Speech First agree that the current definitions of "bullying" and "harassing" included on the University's website are acceptable.

2. As of the beginning of the 2019-20 academic year, the University replaced the "Bias Response Team" with "Campus Climate Support" ("CCS"). The University will not reinstate the Bias Response Team.

3. According to the University's current website: "CCS works to ensure that appropriate University resources and expertise are made available to anyone who feels they have been harmed or negatively impacted. Anyone who feels they have been affected by a campus climate concern is encouraged to make a report to CCS, so the University can offer assistance. CCS is not a disciplinary body, cannot impose discipline, and does not require participation in any aspect of CCS's work. Its purpose is to support students, faculty or staff connect to resources and, over time, to contribute to the maintenance of respect and understanding among members of the University community."

4. The University's position on the CCS is as follows: CCS works to ensure that appropriate University resources and expertise are made available to students, staff, and faculty, and participation in CCS activities is voluntary. CCS is not and will not be a disciplinary body, and CCS staff will not require or solicit participation in any CCS activities from a student or student group about whom a concern has been raised to the CCS.

5. Nothing herein is intended to otherwise prevent University administrators or faculty from contacting a student or student group for any reason when they deem it appropriate in the performance of their roles with the University.

6. Speech First takes no position on the University's representations about the CCS or the CCS's legality. Speech First reserves all rights to file a new lawsuit with respect to CCS.

7. Within 2 business days of the Effective Date, Speech First shall file a Notice of Dismissal in the form attached hereto as Exhibit 1, dismissing with prejudice all claims pending against Defendants in the Action.

8. The Parties shall bear their respective attorneys' fees, costs, and expenses relating to the Action and this Agreement.

9. Nothing contained in this Agreement shall be deemed as an admission of any liability or lack of merit in any claim or defense, by any Party or any Defendant.

10. This Agreement represents the full and complete agreement between the Parties to resolve their dispute. Any representations, warranties, promises, or conditions, whether written or oral, not specifically incorporated into this Agreement shall not be binding upon the Parties. All other discussions, negotiations, and writings have been and are merged into this Agreement.

11. Neither this Agreement nor any term or provision hereof may be changed, waived, discharged or terminated except by an instrument in writing duly signed by the Party against which enforcement of the change, waiver, discharge, or termination is sought.

12. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan applicable to contracts made and to be performed wholly within the State of Michigan, without regard to its conflict of laws provisions.

13. All parties hereto agree that in the event of any ambiguity or dispute regarding the interpretation of this Agreement, the Agreement will be interpreted as if each Party hereto participated equally in the drafting hereof.

14. This Agreement may be signed in two or more original counterparts, each of which shall for all purposes be considered an original of this Agreement. Execution and delivery of this Agreement by facsimile or other electronic means (including via e-mail or .pdf) shall be sufficient for all purposes and shall be binding on any person or Party who so executes.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date set forth above.

Date: 10/25/19

Speech First, Inc.

By: Nicole K. Neily

Date: 24 October 2019

University of Michigan

By: Timothy C. Lynch

EXHIBIT 1

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF MICHIGAN

SPEECH FIRST, INC.,	
Plaintiff,	Civil No. 4:18-cv-11451-LVP-EAS
v.	Hon. Linda V. Parker
	Mag. Judge Elizabeth A. Stafford
MARK SCHLISSEL, *et al.*,	
Defendants.	

NOTICE OF DISMISSAL

Plaintiff Speech First, Inc. hereby dismisses all claims with prejudice. Each party to bear its own costs, expenses, and attorneys' fees.