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**Beneficent Technology, Inc.**

**Author’s Letter of Consent for Bookshare**

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The undersigned author or holder of relevant intellectual property rights (herein called “Author”) is hereby voluntarily agreeing to assist Bookshare in its mission of enabling access to Author’s copyrighted works, including books, magazines and other materials (collectively called “Works”). Bookshare wishes to cooperate with the Author in order to add accessible digital versions of the Works from Author to the Bookshare collection.

To serve these goals, Author hereby grants permission to Bookshare to:

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Author represents and warrants that Author is acting within the scope of Author’s rights to provide the permissions herein concerning the Works to Bookshare. Works of Author that are copyrighted shall be made available only to members with qualifying disabilities, using the definition of “beneficiary persons” as set forth in the Marrakesh Treaty, and only to Members who have agreed to terms of use substantially the same as the terms currently included in the Membership Agreements posted on the Bookshare website . The Works will be protected by Bookshare with the same or better digital rights management system as other copyrighted Works that are now accessible through Bookshare.

Author may, at its option, provide files for these digital Works directly to Bookshare, at no cost to Bookshare, and agrees that the costs (if any) incurred by Author in providing such digital Works to Bookshare will be paid by Author, unless compensation for these costs is agreed upon in writing by both parties prior to the expenditure. Similarly, Bookshare shall receive no compensation from Author for processing and making Author’s digital Works available for download from the Bookshare website. All rights not expressly granted herein to Bookshare are reserved to Author.

Bookshare represents and warrants that it has full power and authority to enter into and perform this Agreement; it shall perform in compliance with all applicable laws and regulations; and it shall use the Works solely as expressly authorized herein.

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Bookshare reserves the right to include all, some, or none of the digital Works from Author on its website, depending on the technical challenges of converting these files and the perceived needs of its users.

Each party agrees to indemnify and hold harmless the other from and against any damages arising in connection with a claim concerning a breach by a party of its respective representations and/or performance hereunder. No award for damages shall include anything for other than actual damages and costs incurred by the prevailing party, and in no event shall punitive damages be awarded. Said indemnity shall include reasonable attorney fees incurred, plus costs. This indemnity, however, shall not apply to third party infringement claims unless arising from an express warranty or representation made by a party for the benefit of the other party under the provisions of this Agreement.

This Agreement will remain in effect until terminated by either party on sixty (60) days prior written notice; however, notwithstanding termination of this Agreement, Bookshare shall continue to have the right to utilize Works if supplied by Author during the term of the Agreement, to the extent that utilization is permitted by the national copyright law exceptions such as 17 U.S.C. §121 of the U.S. Copyright Act.

Neither party shall be liable to the other, under any circumstances, for any indirect incidental or consequential damages nor for loss of profits. Except for Author’s right to authorize the use and distribution of the Works as the copyright owner or authorized distributor, the Works and files to be supplied by Author will be supplied “As Is”, and Author makes no warranty with respect to the condition or accuracy of such Works and associated digital files provided to Bookshare. Bookshare shall have no responsibility for errors that might inadvertently be introduced during reformatting or processing the digital files for authorized Member users.

Once this Agreement is signed, Bookshare may include Author as one of its author and publishing partners when it provides lists of such partners in its literature or information materials. No press release concerning execution of this Agreement will be sent out without mutual consent of Author and Bookshare.

This Letter Agreement may not be assigned by Bookshare without Author’s prior written consent. Any partially signed copy by a party shall be considered a legal counterpart of the Agreement.

SIGNED BY AND FOR THE PARTIES INDICATED BELOW ON THE DATES INDICATED:

Beneficent Technology, Inc. Author’s Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

“Bookshare”

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