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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.

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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.

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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”

By: By:

Name: Michael Johnson Name:

Position: Vice President, Content, Your Position: Benetech [i.e., if representing Author]

Date: Date:

michaelj@benetech.org Email contact:

Benetech Mailing Address:

3790 El Camino Real

Suite #1072

Palo Alto, CA 94306

Phone: (650) 644-3400 Phone: