CONTRACT NAME: AGREEMENT BETWEEN BOOKSHARE AND DAVIS JOINT UNIFIED SCHOOL DISTRICT

BRIEF DESCRIPTION OF CONTRACT: This agreement is between Bookshare and Davis Joint Unified School District. Bookshare is an online program that has over 180K books available in an audible format; the titles include textbooks and fiction.

This has been a program historically held by the County as it was designed and intended for students with identified learning needs which allows students to access content and literature regardless of impediments to reading fluency or comprehension. Students can now have access at site levels with recommendations from staff.

Terms and Conditions for Bookshare Web Service Account

Thank you for signing up for a Bookshare Web Service Account (powered by Mashery). By using this application program interface service ("Bookshare API") you agree to be bound by the following terms and conditions (the "Terms and Conditions").

User Authenticated Services

These are services performed and authenticated for a specific end user. These include downloading of content, user preference modification, etc. These services must be authenticated both by your application key and the end user's Bookshare Account.

Generally Available Services

These services need be authenticated only by your application key. These include browsing and searching both book and newspaper/magazine content.

Personal and legitimate uses only

The Bookshare API service is made available to you for your personal, non-commercial use only (at home or at work). You may only create a single account and must provide accurate identification, contact, and other information required as part of the registration process. You may not create any script or other automated tool that attempts to create multiple Bookshare application keys or Bookshare end user accounts.

If you are interested in doing anything different than the foregoing, you must first obtain Bookshare's written consent. If you fail to do so, Bookshare reserves the right to take legal action. Bookshare is specifically interested in cooperating more fully with access technology developers and accessible media libraries, and looks forward to discussions.

Furthermore, you may not use the Bookshare API in any manner that either directly or indirectly violates any laws or proprietary rights. This includes laws and proprietary rights in the United States as well as in other countries.

If you have questions on your contemplated use or if you have comments on the Bookshare API or ideas on how to improve it, please contact us at partner-support@bookshare.org (mailto:partner-support@bookshare.org) or submit your ideas via the developer portal – http://developer.bookshare.org (http://developer.bookshare.org) . Please note that by doing so, you also grant Bookshare permission to use and incorporate your ideas or comments into the Bookshare API without further compensation.

Intellectual property

You agree not to remove, obscure, or alter Bookshare's copyright notice, trademarks, or other proprietary rights notices affixed to or contained within the Bookshare API. You also acknowledge that Bookshare owns all right, title and interest in and to the Bookshare API, including without limitation all intellectual property rights (the "Bookshare Rights"). The Bookshare Rights include rights to the following: (1) the APIs developed and provided by Bookshare, (2) all software associated with the Bookshare API server, and (3) the search results and spell checking you obtain when you use Bookshare API. The Bookshare Rights do not include the following: (1) third-party components used as part of Bookshare API; or (2) software developed by you in conjunction with using the Bookshare API.

The Accessible Media provided by Bookshare is copyrighted and remains the property of the copyright holder.

Publicity

So long as you comply with your obligations under this Agreement, you may indicate that a product or service that you created either used or is based on the Bookshare API provided that those products or services do not in Bookshare's reasonable opinion (1) tarnish, infringe, or dilute Bookshare's trademarks, (2) violate any applicable law, and (3) infringe any third-party rights. If you wish to use the BOOKSHARE trademark and/or logo in any other manner, you must first obtain Bookshare's written consent.

Disclaimer of warranties

The Bookshare API service is provided "as is," with no warranties whatsoever. Bookshare expressly disclaims to the fullest extent permitted by law all express, implied, and statutory warranties, including, without limitation, the warranties of merchantability, fitness for a particular purpose, and non-infringement of proprietary rights. Bookshare disclaims any warranties regarding the security, reliability, timeliness, availability, and performance of the Bookshare API.

You understand and agree that you use the Bookshare API at your own discretion and risk and that you will be solely responsible for any damages to your computer system or loss of data that results from the download or use of the Bookshare API.

Some states or other jurisdictions do not allow the exclusion of implied warranties, so the above exclusions may not apply to you. You may also have other rights that vary from state to state and jurisdiction to jurisdiction.

Limitation of liability

The Bookshare API service is being provided free of charge. Accordingly, you agree that Bookshare shall have no liability arising from or based on your use of the Bookshare API.

Under no circumstances shall Bookshare be liable to any user on account of that user's use or misuse of the Bookshare API. Such limitation of liability shall apply to prevent recovery of direct, indirect, incidental, consequential, special, exemplary, and punitive damages whether such claim is based on warranty, contract, tort (including negligence), or otherwise, even if Bookshare has been advised of the possibility of such damages). Such limitation of liability shall apply whether the damages arise from use or misuse of and reliance on the Bookshare API, from inability to use Bookshare APIs, or from the interruption, suspension, or termination of Bookshare APIs (including such damages incurred by third parties). Such limitation shall apply notwithstanding a failure of essential purpose of any limited remedy and to the fullest extent permitted by law.

Some states or other jurisdictions do not allow the exclusion or limitation of liability for incidental or consequential damages, so the above limitations and exclusions may not apply to you.

Indemnification

You hereby agree to indemnify, defend and hold Bookshare, and its officers, directors, agents, licensors and licensees (collectively, the "Indemnified Parties") harmless from and against any and all liability and costs incurred by the Indemnified Parties in connection with any claim arising out of your use of the Bookshare API, including, without limitation, reasonable attorneys' fees. You shall cooperate as fully as reasonably required in the defense of any claim. Bookshare reserves the right, at its own expense, to assume the exclusive defense and control of any matter subject to indemnification by you.

Bookshare's service

The Bookshare API service is designed to be used in conjunction with Bookshare's services. Accordingly, your use of the Bookshare API is also defined by Bookshare's Terms of Service and Privacy Policy. In the event of a conflict between these Terms and Conditions and Bookshare's Terms of Service, these Terms and Conditions shall prevail.

Much of our Accessible Media is copyrighted, and will be treated as if it were confidential information. The Accessible Media may only be used pursuant to a signed Confidential Disclosure Agreement with Bookshare, which is designed to limit the use of the Accessible Media to people with qualifying print disabilities. Password information is also confidential, and you will take all reasonable and prudent steps to safeguard passwords.

You will not attempt to break the Bookshare digital rights management system, or to reverse-engineer the Bookshare system in any way to jeopardize the security of the Bookshare books.

Term and termination

If you wish to terminate this Agreement, you may simply cease using the Bookshare API service. In such a case, you must delete any search result information that you may have obtained from the Bookshare API service. Bookshare may terminate this Agreement (and your account) at any time, with or without cause.

General provisions

These Terms and Conditions will be governed by and construed in accordance with the laws of the State of California, without giving effect to the conflict of laws or provisions of California or your actual state or country of residence. Any dispute arising from these Terms and Conditions shall be adjudicated in the federal or state courts located in Santa Clara County, California. If for any reason a court of competent jurisdiction finds any provision or portion of these Terms and Conditions to be unenforceable, the remainder of these Terms and Conditions will continue in full force and effect. These Terms and Conditions constitute the entire agreement between the parties with respect to the subject matter hereof and supersede and replace all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter. Any waiver of any provision of these Terms and Conditions will be effective only if in writing and signed by Bookshare.

Bookshare.org Organizational Membership Confidentiality Rider

Bookshare

My organization ("Organization") has already agreed to the terms of the Bookshare.org Organizational Membership Agreement (the "Agreement"). The Agreement specifies that Members with disabilities receiving Bookshare.org accessible media must have qualifying disabilities and be identified by name. This Confidentiality Rider amends the Agreement to handle the cases of Members whose identity needs to be kept confidential.

This Confidentiality Rider only applies to Members receiving books through Organization, where Sponsors of Organization download accessible media for specific students. It does not apply to the Individual Membership option, where individual students have their own accounts and download the books themselves (for such accounts, there is no confidentiality option).

For a student whose identity needs to be kept confidential, Organization can replace their name with a pseudonym that is unique to each such student for the duration of their membership eligibility through the Organization. Organization will keep a record of pseudonyms and corresponding Member names on file. Organization is still required to certify to Bookshare.org that each such student has a qualifying disability for Bookshare.org services. Organization will inform each such student of the requirement to respect copyright law and to use Bookshare.org accessible media only by and for the disabled student. If Bookshare.org discovers evidence that a student has violated these terms and so informs Organization, Organization agrees to discontinue Bookshare.org services to such a student.

The foregoing is agreed to by Organization:

Signature of Primary Contact	Date

Name of Primary Contact	Professional Title

Email Address of Primary Contact

Organization Name (should match name registered online)

Organization Address, Phone Number

- **Mail, fax or email this completed form including the original signature to:**

      Bookshare.org Registration   -- OR -- email: membership@bookshare.org
      480 California Ave, Suite 201
      Palo Alto, CA 94306-1609
      Fax: (650) 475-1066

Please contact us with any questions: http://www.bookshare.org/contactUs.