

EXHIBIT *ZZZZZ*

Case No. 1:14-cv-00857-TSC-DAR

An Accessible Online Library for people with print disabilities

Sign up today 

More Accessible Titles, More Ways to Read

Open up the world of reading with Bookshare®



Announcements

Be a Part of Literary History

Go Set a Watchman is on Bookshare. Learn why this is so cool and join the discussion!

More Search Categories

Find the books you want with 50 browse and search categories!

352,673 Titles and Counting!



This project is supported by the U.S. Department of Education, Office of Special Education Programs (Award Number H327D120002). Opinions expressed herein are those of the authors and do not necessarily represent the position of the U.S. Department of Education.



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Who We Are

Bookshare® is the world's largest accessible online library for people with print disabilities. More than 320,000 people in nearly 50 countries have access to Bookshare's collection of over 300,000 titles. More than 500 U.S. and international publishers contribute to our social mission by donating their digital files, making it possible for Bookshare to serve users around the world and ensuring that content is available to people with print disabilities at the same time as their peers.

Bookshare is a Global Literacy initiative of **Benetech**, a leading Silicon Valley-based nonprofit technology company founded by Jim Fruchterman, a MacArthur Award-winning social entrepreneur and former rocket scientist. Benetech uses technology to address pressing social needs. Its four programs—Global Literacy, Human Rights, the Environment, and Benetech Labs—measure success in the number of lives changed for the better.



In addition to Bookshare, Benetech's Global Literacy Program includes the DIAGRAM Center, a Research and Development Center whose goal is to dramatically change the way image and graphic content is produced and accessed and Route 66, an online instructional literacy program for adolescent and adult beginning readers.

Bookshare operates in the U.S. under a copyright exemption—the Chafee Amendment—which grants nonprofit organizations the ability to make books available to people with print disabilities without publisher permission. Bookshare receives publisher permission to provide books to members outside the U.S. and receives significant publisher cooperation in building its collection.

Thanks to funding from the U.S. Department of Education, Office of Special Education Programs (OSEP), Bookshare is free for all qualified U.S. students. Qualified individuals who are not students pay a nominal annual fee for their membership. Our membership partners may also cover part or all of the membership fees.



Leadership



Partners



Legal

Is Bookshare for Me?

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Open Up the World of Reading



Bookshare® opens up the world of reading for people with print disabilities.

If you cannot read traditional print books because of a visual impairment, physical disability or severe learning disability, Bookshare can help!

Our books are "accessible," which means you can read our books many different ways.

Bookshare offers the world's largest collection of accessible titles. As a result, people of all ages, as well as schools and many organizations around the globe can access the books they need for school, work, career advancement, skill development and the simple love of reading in formats that work for them.

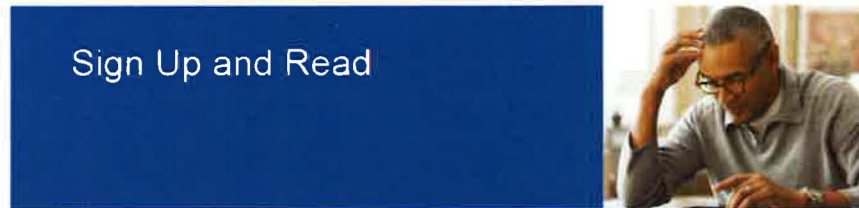
How can you read Bookshare books?

- Listen to books with high quality text-to-speech voices
- Hear and see highlighted words on screen
- Read with digital braille or enlarged fonts
- Create physical braille or large print
- Read directly from your Internet browser
- And more!

[Who Qualifies? 🌟](#)[What It Costs \\$](#)[Sign Up 📝](#)

Get Started

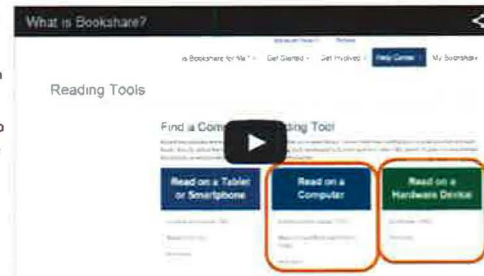
- [Sign Up!](#)
- ▶ [How to Find Books](#)
- ▶ [How to Read Books](#)



Get started with Bookshare®! In this section, you will sign up and learn how to read your first book.

Ready to start? Make sure you qualify for Bookshare, then follow these steps.

- Visit [Sign Up](#) to create your Bookshare membership
- Visit [Find Books](#) to learn how to search and browse the Bookshare library
- Visit [Read Books](#) to read your first book and learn about reading tools



Who Qualifies?

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Learn Who Can Join

In order for you to become a Bookshare® member, an expert must confirm that you have a print disability that prevents you from reading traditional print materials. Anyone in the world with a qualifying print disability may join Bookshare.

People with hearing loss, autism, attention deficit hyperactivity disorder (ADHD), or emotional or intellectual disabilities or whose first language is not English generally do not qualify based on those criteria unless they also have a qualifying vision, physical, or learning disability.

[Learn more](#) about qualifications and who can certify members.

Visual Impairment



✓ **Qualified**

Physical Disability



✓ if it significantly affects use of printed materials.

Learning Disability



✓ if it significantly affects use of printed materials



Qualifications

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Low Vision/Blindness

Visual Impairments



A person who is blind or has low vision and who is unable to read standard print qualifies for Bookshare® as long as a competent authority confirms that the person is legally blind. Legal blindness is a standard built into the law.

Examples of Competent Authorities:

- family doctor
- ophthalmologist
- optometrist
- teacher of the visually impaired
- special education teacher
- National Library Service for the Blind and Physically Handicapped, or similar government body outside the U.S.

Physical Disabilities

Physical Disabilities



A person with a physical disability who is unable to read standard print qualifies for Bookshare as long as a competent authority confirms that the physical disability significantly interferes with reading.

Examples of Competent Authorities:

- family doctor or other medical professional
- physical therapist
- resource specialist,
- special education teacher

Learning Disabilities

Learning Disabilities



A person with a learning disability qualifies for Bookshare as long as a competent authority confirms that the learning disability significantly interferes with reading.

Examples of Competent Authorities:

- neurologist
- family doctor
- psychiatrist
- learning disability specialist
- special education teacher
- school psychologist
- clinical psychologist with a background in learning disabilities

Other Disabilities

People with disabilities such as:

- autism
- intellectual disabilities
- attention deficit hyperactivity disorder (ADHD)
- hearing loss

and people whose first language is not English **DO NOT QUALIFY** for Bookshare based on these criteria alone under the laws and agreements that determine Bookshare eligibility.

However, it is quite possible that a person with one or more of these disabilities could still qualify for Bookshare because of an accompanying print disability. For example, a person who is both deaf and blind, or who has ADHD and significant dyslexia, could qualify.

Frequently Asked Qualifications Questions

For more information on Bookshare's qualifications, read the [frequently asked qualifications questions](#) in the Help Center.



Title, author or ISBN



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I have a vision disability; how do I know if I qualify?

If you are legally blind, you qualify. In addition, if you don't meet the legal blindness standard, a functional vision assessment that indicates a significant problem accessing text is also acceptable.

Not exactly what you wanted?

- [Qualifying Disabilities](#)

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Title, author or ISBN



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I have a physical disability; how do I know if I qualify?

If you cannot pick up a book, turn pages, maintain visual focus on a book or do not have the physical stamina to work with printed material, you most likely qualify for Bookshare membership.

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So, who doesn't qualify?

The 98% of the population who can pick up a book and read it (or could if they learned to read). The copyright exemption exists to help the small number of people whose disabilities have a major impact on their ability to read. Other people who don't qualify include:

- People without disabilities
- People who have not yet learned to read, but could
- People who do not speak the language of material they want to read
- People with disabilities that do not impact the ability to read (for example, most hearing and emotional disabilities)

Some people with these disabilities might qualify on another basis. For example, someone who is both deaf and legally blind qualifies for Bookshare. Someone with a developmental disability and a learning disability might qualify.

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I'm a certifying professional who qualifies as a Competent Authority. How can I access the technical requirements of the law for certification?

The full technical and legal details are available on the [Library of Congress' Chafee Amendment page](#) and the supporting regulations (Section B.2.i.). If you are certifying someone who has a physically-based disability (including dyslexia) that makes it difficult to read standard print effectively, he or she should meet the technical requirements and you should be able to confirm this in writing if your professional expertise is applicable to such a determination. Outside the United States, we accept professionals with equivalent qualifications.

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Why doesn't Bookshare follow Special Education Law in determining eligibility for services?

Bookshare is a nonprofit entity established with a principal purpose of helping people with disabilities. It would very much like to see more people with disabilities, including more students, benefit from our services. However, we are bound first, by copyright law and, when it comes to serving students, special education laws. So, some students with disabilities who could benefit from accommodations for accessing text, who are entitled to these adaptations under special education law in the U.S., don't qualify under the copyright law exemption. Not all students with Individual Education Plans (IEPs) qualify for Bookshare services. For example, a deaf student with an IEP who is reading text at grade level would not meet the copyright definition of print disability, while qualifying for other services related to deafness. Yet, many students without IEPs or 504 plans (in the U.S.) may qualify for access under the copyright law exemption.

The standards set in the U.S. Copyright laws which permit copying and distribution of these copyrighted materials apply only to certain specified groups of people. Bookshare qualifies under the Chafee Amendment (17 USC §121), to provide such services, which would otherwise be a copyright infringement. Thus, Bookshare does not set the rules for qualification. It is very important that Bookshare respect these rules to ensure we can continue to serve people with the most significant disabilities when it comes to reading print. The copyright law exemption. Not all students with Individual Education Plans (IEPs) qualify for Bookshare services. For example, a deaf student with an IEP who is reading text at grade level would not meet the copyright definition of print disability, while qualifying for other services related to deafness. Yet, many students without IEPs or 504 plans (in the U.S.) may qualify for access under the copyright law exemption.

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This copyright law exemption is a social bargain which tries to balance the needs of people who are unable to read normal print with the economic rights of publishers and authors. It is not simply based on who might benefit from access to accessible materials. It restricts the exemption to a group of people who are assumed to not be able to access regular print materials because of a severe disability. Publishers and authors do not receive a royalty under this copyright exemption, so they have an economic interest in ensuring it stays narrowly focused on the two percent of the population who cannot read standard print.

Because of the provisions of the law, Bookshare is required to place the responsibility of certification on the professional signing the Proof of Disability form to confirm that each Bookshare Member meets the copyright definition. Here is a simplified guide on students who should be able to qualify for Bookshare services and to have a certifying professional (who meets the legal definition of a Competent Authority) sign-off on the specifics of a student's qualification:

- Students with visual impairments that keep them from reading standard print (blind, legally blind, or with other functional vision limitations).
- Students with severe learning disabilities that keep them from being able to effectively read standard print. This includes students with IEPs that call for text accommodation to respond to specific language learning disabilities.
- Students with physical disabilities that prevent them from reading print or using a print book. Such a limitation could be the result of a spinal cord injury, cerebral palsy, traumatic brain injury, a neurological condition, etc.

Our Bookshare team believes strongly in the value of accessible media for all students who might benefit from them, beyond those who currently qualify under these copyright exemptions. Bookshare is working with domestic and international publishers to see if there is a market model solution for these other students that provides publishers and authors with compensation. We would like all mainstream ebooks sold to be accessible, and to see that all material that is born digitally is born accessibly for all. It is also important that Bookshare continues to operate in careful compliance with copyright law to ensure that Bookshare can continue to serve students with severe disabilities today. We look forward to the day when everybody who might benefit from accessible materials has access to them. Thank you for your understanding.

Not exactly what you wanted?

- [Qualifying Disabilities](#)

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What Does It Cost?

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Learn about Membership Costs

Bookshare® is FREE for qualified U.S. students of any age and schools through an award from OSEP (Office of Special Education Programs, U.S. Department of Education). Non-students and other organizations pay a low fee.

Individual

- U.S. Students: FREE
- Other Individuals: \$50 annually + \$25 setup
- [Discounted fees](#) available in some countries

Details

- For students, adults, seniors, veterans and other individuals with print disabilities
- Find and read unlimited books on your own
- Access free reading tools
- Membership Partners may provide sign up and payment assistance

[Sign Up Individual](#)

Organization

- U.S. Schools: FREE
- Other Organizations: \$6-10 per book. [\(Learn more\)](#)
- [Discounted fees](#) available in some countries

Details

- For schools, agencies, hospitals, senior centers, and organizations serving qualified individuals
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- [Manage your member's accounts](#)
- [Find and get books for your members](#)
- [Access free reading tools for your members](#)

[Sign Up Organization](#)





Title, author or ISBN



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Accessibility

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What are we doing?

We want everyone who visits the Bookshare website to feel welcome and find the experience rewarding. When considering how to provide the best experience, we turned to the [Web Content Accessibility Guidelines \(WCAG\) 2.0](#). These guidelines explain how to make the Web more accessible for people with disabilities and user friendly for everyone, so that the widest possible audience can access and interact with content on the Web. For example, the guidelines help ensure that sites can be easily accessed by keyboard-only users and those who use assistive technology like braille readers and screen magnifiers. The guidelines include three levels of Web content accessibility (A, AA and AAA). We've chosen Level AA as the target for the Bookshare website, which means that we have fully met all of the criteria for Levels A and AA. Wherever possible, we have also met Level AAA criteria. We've also labored to make all of the information you need to evaluate and use the Bookshare site easy to find.

How are we doing?

We've worked hard on the Bookshare redesign to make it a great experience for all our users. We monitor the website regularly to maintain this, but if you do find any problems, please let us know!

Want to contact us? [Request Help](#) or [Call Us](#) 650.352.0198 **Hours:** M-F 9-5 Pacific Time

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Legal Information

▼ Copyright Information

- [Chafee Amendment: United States](#)
- [Copyright Act: India](#)
- [Digital Millennium Copyright Act](#)
- [Digital Rights Management](#)
- [Forms](#)

Legal Basis for Bookshare

Bookshare is a Benetech initiative. Benetech operates Bookshare under an exception to copyright law called the **Chafee Amendment** (17 U.S.C. § 121), which makes Bookshare legally possible in the U.S. The Chafee Amendment allows us to provide copyrighted digital books as long as they are available only to people with bona fide print disabilities. The Bookshare site does not provide access to copyrighted works for the general public.

Although the requirements of the copyright law exception are clear, Benetech has gone beyond these requirements to ensure broad support for the project. We have been working for more than a decade with the Association of American Publishers, the main American industry group, to address publishers' concerns about the design of the service. Many publishers and authors have volunteered to share their works with the disability community through Bookshare, going well beyond the copyright exception. We are also working with leading libraries for people with disabilities, including the Library of Congress and Learning Ally (formerly RFB&D), to make it easier for qualified individuals to access our services. With extensive input from consumers, authors, publishers and leading organizations, we have created a model for Bookshare that can be supported by a broad array of interests.





Title, author or ISBN



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Copyright Information

- [Chafee Amendment: United States](#)
- [Copyright Act: India](#)

Copyright Information

Bookshare is an online library that provides accessible ebooks to people with print disabilities. Bookshare meets the requirements of the **Chafee Amendment**, which permits an authorized entity like Benetech to make books available to people with print disabilities provided that:

- Copies may not be reproduced or distributed in a format other than a specialized format exclusively for use by blind or other persons with disabilities.
- Must bear a notice that any further reproduction or distribution in a format other than a specialized format is an infringement.
- Must include a copyright notice identifying the copyright owner and the date of the original publication.
- "Specialized formats" means Braille, audio, or digital text which is exclusively intended for use by blind or other persons with disabilities.

Benetech's authorized entity status has been confirmed by the U.S. Department of Education, when it has made major grant awards for Bookshare, which may only be made to an authorized entity.

You can read the full text of the Chafee Amendment in the [next section](#). In addition to books made available under the Chafee Amendment, some publishers and authors have provided permission for books and other publications to be made available in accessible digital formats to individuals with qualifying disabilities in the U.S. and many other countries around the world.



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Digital Millennium Copyright Act (“DMCA”)

Benetech respects the intellectual property rights of others

If you believe that any content on the Bookshare website infringes one or more of your copyright rights, please notify our designated agent by email, mail, or fax at the following address:

Bookshare, Director of Operations

480 California Avenue, Suite 201

Palo Alto, CA 94306-1609

Tel: (650) 644-3400

Fax: (650) 475-1066

Email: dmca-agent@bookshare.org

Your DMCA notice must include the following:

1. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
2. Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
3. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit Benetech to locate the material;
4. Information reasonably sufficient to permit Benetech to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted;
5. A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
6. A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Failure to include all of the above information may delay or prevent the processing of the DMCA notice.

Benetech expects all users of the Bookshare website to comply with applicable copyright laws. Benetech will respond to notices of alleged infringement that comply with the formalities of the DMCA, or if it otherwise becomes aware of facts and circumstances from which infringement is apparent or likely, by removing or disabling access to material that is claimed to be infringing. Benetech will also comply with the relevant provisions of the DMCA in the event that a counter-notification is received by its designated agent.



Digital Rights Management

Seven Point Digital Rights Management Plan

Bookshare makes active efforts to ensure that its collection and its users abide by the law to maximize the benefits realized by the disability community and minimize abuse. Bookshare controls the format of the materials that it provides and ensures the appropriate copyright notices are in its digital publications. Access is restricted to disabled individuals and other authorized entities. Digital rights management helps to ensure that access remains limited to those covered by the copyright law exemption.

1. Qualified Users

Only blind or other persons with disabilities that affect their ability to access print are permitted to download copyrighted books. Bookshare follows the procedures and standards for access to books that were originally developed by Learning Ally. A Bookshare user must register and supply a signed certification completed by an appropriate professional in the field of disability services education, medicine, psychology or a related area. The certifier must be a recognized expert who can attest to the physical basis that limits the applicant's use of standard print. Appropriate certifying experts may differ from disability to disability. For example, in the case of blindness and visual impairments, an appropriate certifier may be a physician, ophthalmologist, or optometrist. In the case of a perceptual disability, a neurologist, learning disability specialist, or a psychologist with a background in learning disabilities may be the most qualified certifying professional.

In addition, since any U.S. resident who has previously submitted a proof of disability to NLS (National Library Service for the Blind and Physically Handicapped of the Library of Congress) or Learning Ally would qualify under the law, we have cooperative agreements where NLS or Learning Ally will certify to us that he or she has such proof on file already.

2. Contractual Agreement

All Bookshare users have to agree to terms of use that forbid violation of the copyright law restrictions on redistribution and use of copyrighted material. Users who violate these terms will lose their access to Bookshare and may suffer other legal consequences as a result of their actions. Attorneys from the publishing industry had the opportunity to comment on these agreements and Bookshare made numerous changes in response to their concerns.

3. Copyright Notice

In order to comply with the copyright law regulating the provision of accessible books to people with disabilities, Bookshare ensures that all copyrighted materials bear a notice that any further reproduction or distribution in a format other than a specialized format is an infringement. Such content includes a copyright notice identifying the copyright owner and the date of the original publication.

In addition, other language reminds users of their obligations to use this material only as permitted by their agreements with Bookshare and the law. It also informs people who are not Bookshare users that their possession of a Bookshare digital book is a violation of the copyright law and that they should erase such a book without using or copying it. [View the text of the Bookshare Legal Agreements.](#)

4. Encryption

Bookshare encrypts a requested book for a given user, and the files are delivered through secure/encrypted channels.

5. Fingerprint

All copyrighted material downloaded is fingerprinted as part of the encryption process so that the identity of the authorized user is contained within the decrypted material in a difficult-to-find fashion. This way, if a user illegally redistributes material downloaded from Bookshare, it is possible to confirm both that the materials came from Bookshare and which user was responsible.

6. Security Database

All transactions, encryption codes and fingerprints are stored in a database enabling Bookshare to track any abuse to the source. For more information on how we use this information, [please see our Bookshare privacy policy.](#)

7. Security Watch Program

A security program monitors all transactions and automatically limits any user whose account downloads more than a fixed number of titles in a given month (typically 100 titles). Bookshare regularly searches the web for illegal copies of content originating from Bookshare user downloads, and suspends the accounts of users found to have been the source of such content. Bookshare also issues take-down notices to the websites hosting such content.

Sign Up

I confirm that this account is for a person with a Print Disability, and will be able to provide Proof of Disability from a competent authority.*

Yes
 No

Fields marked with * are required.

Member Information

Please enter information about the person who will be using Bookshare. If that person is under the age of 18, only the person's parent or legal guardian may accept the terms of the Bookshare Agreement. Fields or responses marked with * are required.

First Name *

Last Name *

Country *

United States

Address line 1 *

Address line 2

City *

State/Province *

Select...

Zip or Postal Code *

Phone

Email Address *

Confirm Email *

Password (6-32 letters or numbers) *

Confirm Password *

Birth Date (mm/dd/yyyy) *

Activation ID (optional)

U.S. Student Status

Is this person a U.S. student?

Yes
 No

Additional Information

How did you hear about Bookshare? (optional)

Promo Code (optional)

Are you a veteran of the U.S. Armed Forces?

Yes
 No

Applicant's Digital Signature

Listed below are some of the most important aspects of the Bookshare Individual Membership Agreement. By accepting the agreement, you are agreeing to the complete Terms and Conditions of this agreement.

- The Accessible Media is only for use by the person with a bona fide print disability.
- I acknowledge that Accessible Media cannot be shared with other people.
- There are consequences for copyright violations, including termination of this account.

I acknowledge that I am digitally signing the complete Terms and Conditions of this agreement.

Name

Date 06/07/2015

Bookshare Membership Agreement

Bookshare provides accessible electronic books and materials ("Accessible Media") to individuals with legally-qualifying disabilities. This Membership Agreement sets out the necessary terms governing your use of Bookshare.

As a person with a qualifying disability, I hereby agree to the following terms:

1. The Accessible Media is only for my individual use as a person with a bona fide print disability.

I understand that the only reason I'm able to download these copyrighted works is for my personal access to books, newspapers and other materials. I can adapt the content to my personal needs, but I cannot distribute it to other people or organizations, with the exception of hardcopy Braille versions of the books.

2. Bona fide disabilities are significant disabilities that affect reading, and meet the legal definitions.

I represent that I have a significant vision, physical or learning disability that prevents me from reading standard print. I meet the requirements of United States Copyright Act, 17 U.S.C. §121 (or comparable local legislation in other countries) as a person with a print disability and will, before this Agreement becomes effective, provide proof of my disability to Bookshare, either directly or through an organization I work with, such as my school.

3. I acknowledge I can't share the Accessible Media with other people.

Access to Bookshare books is a privilege, and it is based on a social bargain between the publishers and authors and the disability community. It's important to not redistribute these Accessible Media to other individuals, regardless of whether or not they would qualify for Bookshare. I agree to use the Accessible Media I obtain from Bookshare solely for my personal use. I won't share my password with anyone, unless it's a caregiver, teacher, parent or guardian who agrees to use it solely to help me download my books.

4. There are consequences for copyright violations, including termination of this account.

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