

CONTRACT OF LICENCE

concerning the publication of a reprint of the book

**DAYBREAK - 2250 A.D.**

by

**André Norton**

between

**Agentur Luserke  
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- hereinafter referred to as "the licensor" -

and Verlag DAS BESTE GmbH, Augustenstrasse 1, D-7000 Stuttgart 1,

- hereinafter referred to as "Verlag DAS BESTE" -

Preamble

Verlag DAS BESTE publishes and distributes throughout the German-speaking countries a series of books printed in German and entitled UNTERWEGS IN DIE WELT VON MORGEN. The volumes appear bimonthly, and each volume contains mostly two science fiction novels / short stories. All of these titles have already appeared in the German language.

Verlag DAS BESTE would like to publish in one of these volumes of UNTERWEGS IN DIE WELT VON MORGEN a reprint of the book

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The undersigned parties enter into the following Agreement:

1. Granting of Rights

The LICENSER assures that he holds all exclusive rights of reproduction, translation and publication in German of the book

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in the form of a reprint and grants Verlag DAS BESTE the right to publish and distribute a reprint of this work in one of the volumes of UNTERWEGS IN DIE WELT VON MORGEN. This volume is scheduled to appear at the earliest in December 1990.

2. Royalty

In return for the granting of these rights, Verlag DAS BESTE agrees to pay to the LICENSER a royalty of DM -- plus value-added tax at the rate in effect at the time for each copy sold and paid for of the volume of UNTERWEGS IN DIE WELT VON MORGEN in which the above-mentioned work under this Agreement appears. This royalty payment constitutes complete satisfaction of all claims in conjunction with the rights granted under this Agreement by the licensor, the translator and the publisher of the foreign-language original or the agencies used by them.

Verlag DAS BESTE will pay to the LICENSER a minimum royalty in the amount of DM 2,500.-- for 33,000 copies on the appearance of the volume of UNTERWEGS IN DIE WELT VON MORGEN.

3. Royalty Statement

Verlag DAS BESTE undertakes, within six months of the publication of the book under this Agreement in a volume of UNTERWEGS IN DIE WELT VON MORGEN, to inform the LICENSER of the sales figures of the volume in question, to submit to him a royalty statement and to arrange forthwith for payment of the amounts exceeding the minimum royalty previously paid. Verlag DAS BESTE also agrees to submit royalty statements and make the corresponding payments to the LICENSER for the six-month periods ending on June 30, and December 31 of each year.

If expressly so requested by the LICENSER, Verlag DAS BESTE agrees to have the royalty statements verified by a certified public accountant. If found incorrect or incomplete, Verlag DAS BESTE will pay the cost of the verification, otherwise this will be done by the LICENSER.

#### 4. Sale at reduced prices

Should Verlag DAS BESTE wish to sell remainders or promotional copies at a lower-than-normal sales price, which, however, must be at least equal to the cost of production, the royalty will be reduced in the same proportion as the reduced price to the regular sales price. The copies sold and paid for at a reduced price must not exceed 10% of the total number of copies sold and paid.

The LICENSER has no claim to royalties for books that may have to be repulped.

The provisions under paragraph 4 do not apply to copies for which Verlag DAS BESTE has paid the minimum royalty as provided for in paragraph 2.

#### ~~5. German text~~

~~Verlag DAS BESTE is authorized but not obliged to use the LICENSER's translation in preparing the reprint of the work to be published under this Agreement.~~

#### 6. Advertising measures

Verlag DAS BESTE is authorized but not required by the LICENSER to reproduce in its advertising material both the jacket and the cover of the original edition published by the LICENSER.

#### 7. Immunity

Verlag DAS BESTE relieves the LICENSER of any consequences that may arise from the publication of the series prepared by Verlag DAS BESTE. The LICENSER, insofar as concerns the original edition, holds Verlag DAS BESTE harmless of all claims, costs or other prejudice that may be raised or enforced by an action to cease and desist or for the payment of damages resulting from the violation of the rights of third parties.

8. Concluding clauses

Verlag DAS BESTE agrees to include bibliographic notes about the original work in the volume of UNTERWEGS IN DIE WELT VON MORGEN containing the book under this Agreement.

Alterations of this Agreement as well as collateral agreements must be made in writing. Should any provisions of this Agreement, fully or in part, be in violation of a mandatory law or not legally binding for some other reason, this shall not affect the validity of the remainder of the Agreement. Both parties to the Agreement agree to replace an ineffective clause with an effective one of equivalent import with regard to the economic objective of this Agreement. This Agreement is subject to German law. The courts of Stuttgart shall have jurisdiction over all disputes arising under and in connection with this Agreement. The place of performance is Stuttgart.

Stuttgart, January 9, 1990

(date)

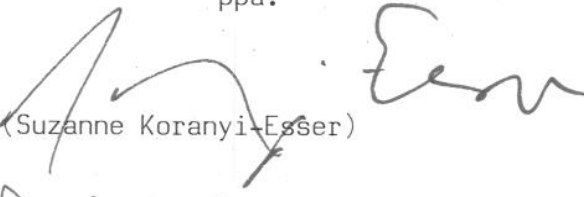
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(Heinz Fricke)

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(Suzanne Koranyi-Esser)

