

August 1975

AGREEMENT made July 8, 19 75, between CHARTER COMMUNICATIONS, INC. (Ace Books) of 1120 Avenue of the Americas, New York, N. Y. 10036, hereinafter called "ACE" and The Viking Press, INC.

Seller of 625 Madison Avenue, New York, New York 10022 hereinafter called ~~"ACE"~~ and the "Seller"

WITNESSETH:

Book

1. The Seller grants to ACE a license to print, publish and sell or to cause to be printed, published and sold softcover reprint editions in English, of \*at a retail price of not more than \$1.95 IRON CAGE by Andre Norton hereinafter called "the Book".

Territory

2. The license herein granted shall be exclusive in the United States, its territories, Dependencies, the Philippines and Canada and shall be non-exclusive in the rest of the world outside the British Publishers' Traditional Market as defined in the schedule attached hereto. softcover print

Other Reprints

The Seller agrees not to license any other English language edition in the open market except to a British publisher on a non-exclusive basis as a part of the grant of regular British Commonwealth rights.

3. During the term of this agreement, the Seller shall not, without the written consent of ACE, publish or sell or permit any third party to publish or sell the Book, or any selection therefrom, in softcover volume form.

Publication Date

4. ACE shall publish the Book within 24 months from signing agreement

Term of Agreement

5. The license herein granted shall be effective for a period of five (5) years from ACE's publication date and shall thereafter be automatically extended until ACE receives from the Seller by registered mail written notice of termination. After receipt of such notice ACE may liquidate any existing stock, but shall not make any further printings of the Book except that it may (a) complete production of any printing on which it may have commenced work and incurred expense, and (b) liquidate the stock resulting from such printing, together with any existing stock of copies of the Book. In the event ACE puts into process a printing of said Book during the ~~term of this agreement~~ the license term shall thereby be extended for a period of two years from the date of publication of such printing. \*last year of said 5 year period

Seller's Warranties

6. The Seller warrants (a) that the rights herein granted to ACE are owned by the Seller and are not subject to any prior contract or lien which may interfere with the rights of ACE hereunder; (b) that the Book contains no libelous material, does not invade the privacy of any person, and does not infringe upon any statutory or other copyright or any right of others whatsoever; (c) ~~that the Book contains no matter which is contrary to law.~~ The Seller will hold ACE harmless against any loss or expense, including counsel fees incurred, arising out of any breach or alleged breach of any of the foregoing warranties. ~~defending against any claim based on such breach or alleged breach, ACE shall have the right to select counsel.~~

Advance

7. ACE shall pay to the Seller the sum of Eight Thousand, Five Hundred Dollars (\$8,500.00) payable as follows: \*\* ~~Eight Thousand, Five Hundred Dollars (\$8,500.00) on signing of Agreement~~ ~~Eight Thousand, Five Hundred Dollars (\$8,500.00) on publication~~

\*\* \$4,250.00 on December 31, 1975 \$4,250.00 on March 31, 1976

INITIAL [Signature]

[Signature]

Royalties

- (a) on the first 150,000 copies sold in the U.S. and its dependencies and in the Philippines 8%  
~~XIX~~% of the retail cover price
- on additional copies over 150,000 sold in the U.S. and in its dependencies and in the Philippines 8%  
~~XIX~~% of the retail cover price
- on all copies sold in foreign countries 8%  
~~XIX~~% of the retail cover price

(and proportionately for variations in retail price) except as hereinafter provided with respect to copies sold as "premiums" or "remainders".

- (b) On net copies sold through special arrangements with book clubs, charitable, fraternal, professional, business or similar organizations, a royalty of one-half (1/2) of the prevailing royalty specified in paragraph 7(a). Copies sold pursuant to this paragraph 7(b) shall not be counted in computing sales of the first 150,000 copies as provided in paragraph 7(a).
- (c) If in the opinion of ACE, the Book shall have ceased to have a remunerative sale, or should ACE find itself with overstock or a stock of damaged copies of the Book, ACE shall be at liberty to dispose of all or part of the existing stock at the best price it can secure and will pay the Seller a royalty of ten percent (10%) of the net amount received from the sale thereof in excess of the manufacturing cost thereof.
- (d) No royalties shall be payable on copies destroyed, given away or sold at or below cost.

Royalties are payable on net sales only, and if royalties in excess of the advance guarantee have been paid on copies which may thereafter be returned, ACE shall have the right to deduct said royalties so paid from earned royalties thereafter payable to the Seller under this agreement or any other agreement ~~between the Seller and ACE in connection with the publication of the Book, but in no event shall the Seller be liable for royalties on copies of the Book which are returned to the Seller or which are otherwise disposed of by the Seller.~~

Accounting

8. ACE shall render statements and make payments to the Seller as follows:

<i>Statements rendered and Payments Made</i>	<i>For the Period</i>
September 30	January 1 – June 30
March 31	July 1 – December 31

Delay in Publication

9. If ACE shall fail to publish the Book within the time provided in paragraph 4, the Seller may terminate this agreement by notice in writing and sent by registered mail, which shall become effective six (6) months after receipt thereof by ACE unless the Book is published before the expiration of that period. Upon such termination all rights granted hereunder shall revert to the Seller and except as hereinafter provided the portion of the advance previously paid shall be retained by the Seller and any unpaid portion of the advance stipulated in paragraph 7 shall become due and payable immediately upon termination.

Should such failure of ACE to publish the Book as hereinbefore provided be the result of strikes, fires, shortages of labor or material, mechanical difficulties, governmental restrictions, the breakdown of market distribution facilities or any other circumstances beyond its control, whether similar or dissimilar to those enumerated, notice of termination shall be effective only after ACE shall have continued its failure to publish for a period of three (3) months after the termination of the situation which prevented compliance with the Seller's demand.

Exhaustion  
of Edition

10. If ACE's edition of the Book goes out of print and if ACE fails or refuses to reprint the Book within six (6) months after receipt of a written demand from the Seller, the Seller may terminate this agreement by written notice. Except as hereinafter provided, such notice shall become effective thirty (30) days after receipt thereof by ACE. Upon such termination, all rights granted hereunder, except the right to dispose of existing stock and printings in progress, shall revert to the Seller and ACE shall be under no further obligation or liability to the Seller except that all royalties, including advances, called for by this agreement shall be paid as they become due.

If ACE shall have been prevented from reprinting by strikes, fires, shortages of labor or material, mechanical difficulties, governmental restrictions, the breakdown of market distribution facilities or any other circumstances beyond its control, whether similar or dissimilar to those enumerated, notice of termination shall be effective only after ACE shall have continued its failure to reprint for a period of three (3) months after the termination of the situation which prevented compliance with the Seller's demand.

Text for  
Reprint

The Book shall not be deemed "out of print" within the meaning of this paragraph 10 as long as it is available for sale either from stock from ACE's warehouse or in the field.

11. The Seller shall furnish to ACE six (6) copies of the trade edition of the Book, and ACE shall reprint the text of the Book faithfully. ACE shall print on the copyright page of each Book the copyright notice as contained in such trade edition, or such other copyright notice as may be supplied in writing by the Seller. \*The license herein granted also applies to any illustrations contained in the Seller's edition of the Book. Upon request the Seller shall supply to ACE original artwork, glossy prints or other matter suitable for reproducing such illustrations in ACE's edition of the Book. \* and the notice "This edition published by arrangement with THE VIKING PRESS, INC."

INTL  
MKT  
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Reprint of  
Other  
Titles  
Law  
Applicable

12. The Seller agrees to offer to ACE the exclusive rights to a softcover reprint edition in English of the next work by the author of the Book which shall be at the disposal of the Seller before offering such rights to any other publisher, directly or indirectly.

13. This agreement shall be interpreted according to the laws of the State of New York, regardless of the place of its execution or performance.

Arbitration

14. Any controversy arising out of or relating to this agreement, or the performance thereof, shall be determined by arbitration in New York City in accordance with the rules then obtaining of the American Arbitration Association and judgment on the award rendered may be entered in any court having jurisdiction thereof.

Parties  
Affected

15. This agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors, legal representatives and assigns. but no assignment shall be binding on either of the parties without the written consent of the other party.

16. The Buyer shall submit jacket art, cover and promotion copy for Seller's approval, which shall not be unreasonably withheld.

17. Ace shall deliver to the Seller without charge, ten (10) copies of its reprint edition.

18. Ace shall not without the Seller's approval include in or insert in the Book any advertising/promotional matter that does not pertain to the Book or other books published by Ace.

SELLER'S PUBLICATION DATE:

1974

Seller

THE VIKING PRESS, INC.

Witness:

Marianne Maloney

By

Morton L. Levin

Morton L. Levin  
Executive Vice President

ACE BOOKS

CHARTER COMMUNICATIONS, INC.

Witness:

[Signature]

By

[Signature]

Юрий Викторович  
Христьянчук President

[Signature]

19. Should the Buyer fail to make payments when and as required hereunder, the Seller shall have the right to notify the Buyer of its default (by Certified Mail) and if such default is not cured within 30 calendar days after receipt of said notice, then the Buyer shall automatically lose the right to publish or sell the Book under this contract between the Buyer and Seller.

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THE SCHEDULE OF THE BRITISH PUBLISHERS' TRADITIONAL MARKET

~~Republic of Egypt~~

~~Kenya~~

Australia

Bangladesh

Botswana

British West Indies, comprising

Bahamas

Barbados, Bermuda

Guyana

British Honduras

The Caicos, Cayman, Leeward,

Turks and Windward Islands

Brunei

Burma

~~Canada~~

Ceylon

Cocos Island

Cyprus

Falkland Islands

Fiji

Gambia

Gibraltar

Ghana

Hong Kong

India

Iraq

Irish Republic

~~Israel~~

Jamaica

Jordan

Kenya

Kuwait

Lebanon

Malawi

Malaysia, comprising

the Malayan Union

Sabah

Sarawak

Malta & Gozo

Mauritius (inc: Rodrigues)

New Zealand (inc: Ross)

Nigeria

Northern Ireland

Pacific Islands, comprising

British Solomon Islands

Tonga

Western Samoa

Nauru Islands

New Hebrides

Gilbert and Ellice Islands

Union Islands (New Zealand)

Norfolk Island (Auckland)

Papua and New Guinea (Aust)

Pitcairn Island

Pakistan

Rhodesia

St. Helena

Seychelles

Sierra Leone

Singapore

Somali Republic

South African Republic

South-West Africa

South Yemen

Sudan

Swaziland

Tanzania

Tasmania

Trinidad and Tobago

Tristan da Cunha

Uganda

United Kingdom (inc:

Northern Ireland

the Isle of Man

and the Channel Islands)

Zambia