

ACE BOOKS

AGREEMENT made this 4 February 1972, 19 , between ACE PUBLISHING CORPORATION, of 1120 Avenue of the Americas, New York, New York, 10036, hereinafter called "ACE" and Andre Norton

Of Route 1, Box 19-B Maitland, Fla 32751 hereinafter called "AUTHOR."

WITNESSETH:

1. AUTHOR grants ACE the rights to print, bind, publish and sell the Author's Work (hereinafter called the "Book") tentatively entitled: **Plague Ship**

a. Exclusive right in the English language in the United States of America, the Philippine Republic and Canada to:

i. Print, publish and sell the work in book form in such format and design and under such imprints and trade names as ACE may determine. These rights are understood to include those necessary to publish or license publication of the Book and copyright it as a book in the English language;

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vi. License adaptation of the Book for filmstrips, printed cartoon versions, mechanical sound reproduction, and all other forms of mechanical and computerized reproduction;

vii. License, without charge, transcription or publication of the Book in Braille or in other forms, for the physically handicapped;

viii. For publicity purposes, publish or permit others to publish or broadcast (but not dramatize) by radio or television, without charge, such selections from the Book as in the opinion of Ace may benefit its sale.

~~b. Exclusive right to license in the English language throughout the British commonwealth (other than Canada), the British Trusteeships, the Republic of South Africa, the Irish Republic, Burma, Iraq, and Jordan.~~

~~cx Exclusive right to license translations in all foreign languages and countries.~~

d. Exclusive right to license all dramatic, motion picture and television versions.

2. Ace shall have the right to publish the Book under its present tentative title or under such other title as ACE may deem most advantageous to the sale thereof, and to make any changes, additions and deletions whatsoever in the material of the Work.

3. Author represents and warrants (a) that he is the sole creator of the Book and the sole owner of all rights in and to the Book, and that the rights granted hereunder to Ace are not subject to any prior contract or lien of any nature whatsoever which might interfere with the rights granted to Ace under this Agreement; and (b) that the Book contains no matter which is libelous or unlawful or infringes the privacy of any party or infringes any copyright or violates the right of any other person.

4. Author will hold ACE harmless against any suit, claim, demand, proceeding, recovery or penalty sustained by reason of any claim of violation of copyright, proprietary right or privacy or for any libelous or other matter contained in the Book which for any reason may be unlawful or in violation of the rights of others to print, publish or sell, and Author will defend all such suits, claims, demands or proceedings at Author's own cost and expense with counsel approved by ACE; and in the event of failure or refusal of Author so to defend, ACE may defend at Author's cost and expense. Author at his own expense will institute any action or proceeding ACE may reasonably demand in order to protect the rights of ACE herein, and on Author's failure so to do, ACE may institute any such action or proceeding in Author's name, Author to compensate ACE for any reasonable expenses incurred, including counsel fees.

*Rights
Granted*

*Change of
Title &
Editing
Rights*

*Author's
Representa-
tions*

*Indemnifi-
cation*

11. ~~Author hereby authorizes Agent~~

Author's Agent

to collect and receive all sums of money payable to Author under the terms of this Agreement and the receipt of said sums is a good and valid discharge in respect of the same. Agent is hereby fully authorized and empowered to act on behalf of Author in all matters arising out of this Agreement.

Reprint of Other Titles Law Applicable

12. The Author hereby offers to ACE the exclusive right to an edition in English of ~~the work by the author of the Book which shall be the subject of this Agreement~~ ~~and the right to know who will publish the work~~

Applicable

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.

Witness:

..... By Andie N. N. N.

AUTHOR

Witness:

..... By John M.

ACE PUBLISHING CORPORATION
ACE BOOKS

CHARTER COMMUNICATIONS, INC.
JOHN G. SANSEVERE, EXEC. V.P.