

## ACE BOOKS

AGREEMENT made this 4 February 1972, 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: SARGASSO OF SPACE

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;

ii. License publication of the Book (in complete, condensed or abridged versions) by book clubs, including subsidiaries of ACE;

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iv. License publication of the Book (in complete, condensed or abridged versions) or selections therefrom in anthologies and other publications, in mail-order and schoolbook editions, as premiums and through microfilm and Xerox or other forms of copying;

v. License periodical publication including magazines, newspapers and digests both before and after book publication;

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.

~~ix. Exclusive right to license in the English language throughout the British Commonwealth (other than Canada), the British Trust Territories, the Republic of South Africa, the Irish Republic, Burma, Iraq and Jordan.~~

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

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

*Change of  
Title &  
Editing  
Rights*

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.

*Author's  
Representa-  
tions*

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.

*Indemnifi-  
cation*

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.

Delivery of  
Completed  
Manuscript

5. ~~On the first 150,000 copies sold in the U.S. and its dependencies and in the Philippines~~  
~~on additional copies over 150,000 sold in the U.S.~~  
~~on all copies sold in foreign countries~~  
~~(and proportionately for variations in retail price) except as hereinafter provided with respect to copies sold as "premiums" or "remainders."~~

~~6% 4% of the retail cover price~~  
~~6% 6% of the retail cover price~~  
~~6% 6% of the retail cover price~~

Advance

~~to be paid to the Author in advance of publication of the Book.~~

7. On the first 150,000 copies sold in the U.S. and its dependencies and in the Philippines  
on additional copies over 150,000 sold in the U.S. ~~6% 4%~~ of the retail cover price  
on all copies sold in foreign countries ~~6% 6%~~ 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).

Royalties

(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 Author 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.

(e) Fifty per cent (50%) of the amount received from the disposition of licenses granted pursuant to Paragraph 1, subdivision a, (ii to vi inclusive) b, c and d.

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 Author under this agreement or any other agreement between the parties hereto pertaining to the works of the author of the Book. In the event there are no royalties from which to deduct such overpayment of royalties, Author shall repay such overpayment to ACE on demand.

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

Accounting

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

Publication Date

9. ACE shall publish the Book. 24 Months from Sept. 1, 1972

Term of Agreement

10. 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 Author 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 license term prior to its receipt of any termination notice, the license term shall thereby be extended for a period of two years from the date of publication of such printing.

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 valid discharge in respect thereof. Said agent is hereby authorized and empowered to act on behalf of Author in all matters in any way arising out of this Agreement.

Reprint of Other Titles Law Applicable

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

Arbitration

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.

Parties Affected

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.

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 Nator* .....  
AUTHOR

Witness:

..... *Frank Pore* .....  
By *John G. Sansevere* .....  
ACE PUBLISHING CORPORATION  
ACE BOOKS

Charter Communications, Inc.  
John G. Sansevere, Exec. V.P.