ACE PUBLISHING CORPORATION

ACE BOOKS

AGREEMENT made this February 17, 19 72 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: SECRET OF THE LOST RACE

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

Rights Granted

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;

iii. License publication of an edition by another publisher;

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 foms 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.

~~xxx Exclusive right to license in the English language throughout the British Commonwealth in the Republic of Canada, the British Protectorate, the Republic of South Africa, the Irish Republic, Burma, Hong Kong, India.~~

~~xxx Exclusive right to license translations into foreign languages and countries xxxxx~~

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 Representations

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.

Indemnification

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

Advance

Royalties

Accounting

Publication Date

Term of Agreement

7. On the first 150,000 copies sold in the U.S. and its dependencies and in the Philippines 6% of the retail cover price
on additional copies over 150,000 sold in the U.S. 6% of the retail cover price
on all copies sold in foreign countries 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 (½) 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 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:

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

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

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.

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