ace books

A division of Charter Communications Inc.

AGREEMENT made July 8, , between CHARTER , 1975 COMMUNICATIONS, INC. (Ace Books) of 1120 Avenue of the Americas, New York, hereinafter called "ACE" and The Viking Press, Inc.

Seller

625 Madison Avenue, New York, New York hereinafter called XXXXXXXXX the "Seller"

WITNESSETH:

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 then \$1.

Book

UNCHARTED STARS by Andre Norton hereinafter called "the Book".

2. The license herein granted shall be exclusive in the United States, its territories, Dependencies, the Philippines, and Canada

Territory

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 reprint

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 tions the matrices in softcover volume form.

Other Reprints

* signature of this agreement, or five (5) years if the original advance is uncarned at the end of the four year period

Publication Date

Term of

Agreement

four(4)

5. The license herein granted shall be effective for a period of five (5) years from XXXx 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 EXMINITION 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; (к)хМикМихЭнКинижникимикинжий фикики кинижку киниж х 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. kk

Advance

7. ACE shall pay to the Seller the sum of One Thousand, Five Hundred) payable as follows: Dollars (\$1,500.00

One Thousand Five Hundred Dollars (\$1,500.00) on signing of agreement

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Royalties

(a) on the first 150,000 copies sold in the U.S. and its

dependencies and in the Philippines

XXX of the retail cover price

on additional copies over

150,000 sold in the U.S.

and in its dependencies and in the Philippines

10%

XX of the retail cover price

on all copies sold in

10%

foreign countries

XXX 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 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

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 хэммь охной чхиой хэмбэрьх на на охнажных намний на дажин да хом на охно дажения на охно охно охно охно охно о

Accounting

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

Statements rendered

and Payments Made

For the Period

September 30

January 1 - June 30

March 31

July 1 - December 31

Delay in

If ACE shall fail to publish the Book within the time provided in paragraph 4, Publication 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.

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.

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.

Text for Reprint

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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.

Reprint of Other Titles Law

This edition published by arrangement with THE VIKING PRESS, INC."

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

Applicable

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. ACE 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) copi of its reprint edition.
- 18. ACE shall not without the Seller's approval include in or insert in the Book any advertising or promotional matter that does not pertain to the Book or other books published by ACE. 19 is on SELLER'S PUBLICATION DATE: following page.

THE VIKING PRESS, INC.

Seller

Witness:

berton L. Lovin

ACE BOOKS Vice Prosident

CHARTER COMMUNICATIONS, INC.

Witness:

Date signed:

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.



THE SCHEDULE OF THE BRITISH PUBLISHERS' TRADITIONAL MARKET

Arab Republic of Egypt Ascension Australia Bangladesh Botswana British West Indies, comprising Bahamas Barbados, Bermuda Guyana British Honduras The Caicos, Cayman, Leeward, Turks and Windward Islands Brunei Burma Chartella-Ceylon Cocos Island Cyprus Falkland Islands Fiji

Gambia
Gibraltar
Ghana
Hong Kong
India
Iraq
Irish Republic
Icxash
Jamaica

Jordan
Kenya
Kuwait
Lesotho
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

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