

PUBLISHING AGREEMENT
SPRINGER SCIENCE+BUSINESS MEDIA, LLC
233 Spring Street, New York, NY 10013-1578

AGREEMENT made this 23rd day of April 2007 between Springer Science+Business Media, LLC (hereinafter called the “Publisher”) and

Hadley Wickham

(hereinafter called the “Author”).

1. Agreement to Publish

The Author agrees to prepare for publication by the Publisher, and the Publisher agrees to publish, a work provisionally entitled:

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(hereinafter called the “Work”) subject to the terms and conditions specified in this Agreement.

2. Rights Granted

The Author hereby grants and assigns to the Publisher the full and exclusive rights comprising the copyright of the Work and all revisions thereof, including, but not limited to, the right to publish and distribute the Work and to prepare, publish and distribute derivative works based thereon in English and in all other languages, throughout the World, in all forms and media of expression now known or developed in the future, and to license or permit others to do so.

The Publisher will register the Work in the Copyright Office of the United States in its own name in compliance with the U.S. copyright law and the Universal Copyright Convention.

3. Material Preparation and Delivery

- a) The Author agrees to deliver to the Publisher no later than **1 February 2009** two copies of the manuscript of the Work as described below, all of which will be acceptable to the Publisher in content and form. If the Author anticipates being unable to make timely delivery of the Work, the Author will so inform the Publisher in writing, and the Publisher may then agree to another date or may terminate this Agreement, as described below.
- b) The manuscript will consist of:
 - i) approximately 200 pages of text and tabular matter suitable for use as printer’s copy, including captions for all illustrations, all front matter (prefaces, table of contents, introductions, and so forth), and all necessary back matter (such as glossaries, end notes, bibliographies),
 - ii) approximately 30 color photographs, line drawings and diagrams suitable for direct reproduction,

- iii) any necessary electronic files or materials, diskettes, CD-ROM masters, or audio/video masters.
- c) The manuscript will be delivered as four-color output-ready pages in a format acceptable to the Publisher, such as T_EX or an equivalent program.
- d) If the manuscript contains any material protected by the copyright of others, the Author will deliver to the Publisher with the manuscript written permission from the copyright owner to utilize such material in the Work. The Author will be responsible for any costs that may be associated with obtaining such permission.
- e) If the Author fails to deliver any of the above-mentioned material ready for production by the date specified above (unless extended), or if the material, as delivered, is not acceptable in content and in form to the Publisher, then the Publisher may at any time thereafter and at its option terminate this Agreement and return all rights to the Author by notice in writing and mailed to the Author's last known address.

4. Production of the Work

The Publisher will publish the Work at its sole expense within a reasonable time after delivery of an acceptable manuscript and other required materials as outlined in Clause 3 of this Agreement. The manner and style of publication of the Work, including its price, format, manner of presentation and all other aspects of publishing, exercising or licensing to others the right to publish editions or versions of the Work and all subsidiary rights in the Work, will be determined by the Publisher. Printing plates, films, negatives, and any illustrative material commissioned by the Publisher will be the exclusive property of the Publisher.

The Author will check the manuscript as edited by the Publisher, proofread galley or page proofs as well as any revised page proofs as requested by the Publisher, and check the illustration proofs for accuracy. Alterations or additions (other than corrections of errors caused by the Publisher, the typesetters or the printers) may be made only with the permission of the Publisher. The cost of any such alterations or additions that exceed 10% of the cost of composition may be charged against the Author's royalty account.

Unless otherwise specified in this Agreement, the Author will deliver to the Publisher a manuscript for the index within two months following the receipt of page proofs. The Author will prepare the index.

5. Royalty

- a) Definitions
 - Net Cash Receipts: Publisher's receipts from sales of the Work, excluding sales tax, value-added tax, and similar taxes.
 - Net Proceeds: Publisher's receipts from the sales of the Work, excluding sales tax, value-added tax, and similar taxes, and production costs.

- b) Royalties

The Publisher will pay to the Author the following royalties:

- i) Regular Sales
 - On each copy of the Work sold throughout the world through normal wholesale or retail channels except as otherwise provided in this clause:
 - 10% of the Net Cash Receipts.

- ii) **Special Sales**
On all copies sold at discounts that exceed the Publisher's wholesale discount schedules to customers whose normal business is other than wholesale or retail book distribution:
10% of Net Cash Receipts.
- iii) **Publisher's Special Editions**
On all copies of editions, reprint versions or adaptations of the Work sold as limited special editions to other offices of the Publisher in developing countries:
10% of Net Proceeds.
- c) **Other Rights**
 - i) **Licensing**
On the licensing of third parties to exercise any or all rights in the Work as described in Clause 2 of this Agreement (including, but not limited to, book club, translation or reprint licenses) the Publisher will pay to the Author:
50% of Net Proceeds.
 - ii) **Publisher's Exercise**
Should the Publisher exercise any or all subsidiary rights in the Work as described in Clause 2 of this Agreement (other than in print or volume form) the Publisher will pay to the Author:
50% of Net Proceeds.
- d) No royalty will be paid on copies of the Work furnished gratis for review, advertising, promotion, bonus, examination or like purposes, or on copies returned to the Publisher unsold.

Should the Publisher at any time have damaged, unsold or returned copies of the Work on hand which are not salable on the usual terms, it may dispose of such copies; if such copies are sold at or below cost, no royalty shall be paid.

Accounting will be made annually in April for the preceding calendar year, and payments due the Author will be remitted at that time in US Dollars.

In the event the Author receives royalties on copies of the Work reported sold but subsequently returned, the Publisher may deduct such sums from any amount due to the Author thereafter.

6. Intra-Corporate Transactions

The Publisher will have the right to license any of the subsidiary rights enumerated in Clause 2 of this Agreement (including, but not limited to, translation or reprint licenses) to any of its subsidiaries, affiliates or divisions provided that the terms thereof are negotiated as a good faith transaction.

7. Author's Discount

The Author will be given free of charge 10 copies in total of the published Work and may purchase additional copies of the Work or other books published by the Publisher, but not for resale, at a discount of 33% from the list price.

8. Updated or Revised Editions

Whenever the Publisher, in good faith, determines that an updated or revised edition is desirable it will inform the Author and request the preparation of a manuscript for the updated or revised edition of the Work within a reasonable and agreed upon period of time. In the absence of a mutual agreement the period of time to negotiate terms will be ninety (90) days from the first notification of

the Publisher. All royalties to the Author on subsequent editions will be computed according to the schedule set forth in the clause on Royalties as though it were a separate work.

Should the Author be deceased, unable or unwilling to prepare the manuscript for the updated or revised edition, the Publisher may make such alternative arrangements as it deems appropriate, subject to consultation with the Author (if available) concerning the possible selection of a Reviser.

If persons other than the Author revise any editions of the Work, then the non-participating Author will receive as royalties on the first such revision fifty percent (50%) of the royalties otherwise due to the non-participating Author hereunder and twenty-five percent (25%) of such royalties on the second revision. For the third and any subsequent revised edition no royalties will be paid to the non-participating Author.

9. Warranty

The Author warrants and represents that the Author is the author and sole proprietor of the Work; that the Author has not granted or assigned any rights in the Work to any other person or entity; that the Work is original to the Author; that the Work has not been published in whole or in substantial part by any other source; that the Work is copyrightable; that it does not infringe upon any copyright, trademark, or patent; that the Author has complied with Paragraph 3d) of this Agreement; that the Work does not invade the right of privacy or publicity of any person or entity; that it does not contain any libelous matter; that all statements that are asserted as facts are true or based upon reasonable research for accuracy; and that to the best of the Author's knowledge, no formula, procedure or prescription contained in the Work would cause injury if used or followed in accordance with the instructions and/or warnings contained in the Work. The Author will indemnify the Publisher against any costs, expenses, or damages including reasonable attorney's fees, which the Publisher may incur or for which the Publisher may become liable as a result of a breach of these warranties. These representations and warranties will survive the termination of this Agreement and may be extended to third parties by the Publisher.

10. Competing Works

The Author will not during the continuance of this Agreement, without the written consent of the Publisher, publish any other edition or version of the Work, nor will the Author publish any other work which is, in the reasonable judgment of the Publisher, comparable to the Work in subject matter and scope which would substantially and adversely affect the sale of the Work. The Author may, however, after publication of the Work, draw on and refer to material contained in the Work in preparing articles for publication in scholarly and professional journals and papers for delivery at professional meetings. The Author will appropriately credit to the Publisher and the Work in any such use.

11. Assignment

This Agreement will be binding upon and inure to the benefit of the heirs, executors, administrators, and assigns of the Author and the successors and assigns of the Publisher. By means of written instructions to the Publisher, the Author may assign any sums due hereunder now or in the future, but may not assign any obligations hereunder. The Publisher may assign this Agreement.

12. Termination

If at any time the Publisher determines that the demand for the Work is insufficient to warrant its continued publication, the Publisher may declare the Work out of print. The Work will not be deemed

out of print if it is on sale, offered by or available from the Publisher in any form permitted hereunder, or if it is under option or if any license granted by the Publisher is outstanding.

If the Publisher declares the Work out of print, then upon the Author's written demand, the rights granted by the Author under this Agreement will revert to the Author and this Agreement will terminate.

This Agreement may be terminated by mutual written consent. In addition, either party may terminate this Agreement if the other party commits a substantial breach of this Agreement and fails to remedy the breach within sixty (60) days after receipt of written notice sent by registered mail requesting remedy.

In the event of termination for whatever reason, all rights will revert to the Author, who will have the right within sixty (60) days of the date of termination to purchase any existing plates or negatives of the Work and original artwork and the Publisher's stock at cost. If the Author does not exercise such rights, the Publisher may dispose of such materials at its own discretion.

13. Governing Law

Regardless of the place of its physical execution, this Agreement is being made under, and will be governed by, the laws of the State of New York without regard to its principles of conflict of law.

14. Entire Agreement

This Agreement constitutes the whole understanding between the Author and the Publisher and no waiver or modification of this Agreement will be valid unless in writing and signed or initialed by both parties.



Author: Hadley Wickham

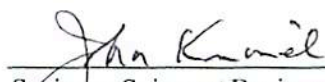
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Date

New Zealand

Author's Citizenship

Social Security Number



Springer Science+Business Media, LLC: John Kimmel, Executive Editor

5/8/07

Date



Springer Science+Business Media, LLC: Officer

5/14/07

Date