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1. Grant of rights

(A) The Author will prepare a work on "The Art of Unix Programming" (the "Work"). The Author grants and assigns solely and exclusively to the Publisher the right to sell printed copies of the Work, throughout the world and in all languages, for the term of this Agreement. This grant includes the exclusive right to reproduce, print, distribute, market, promote, publish, and sell the Work, in whole or in part, in all print media, and the right to license others to exercise any and all such rights. The Author also grants Publisher the right to secure copyright in the Author's name.

(B) The Author further grants for the term of this Agreement a non-exclusive license to distribute the contents of the Work in other media. This grant includes the non-exclusive right to reproduce, print, distribute, market, sell, license, broadcast, or transmit, in all channels of distribution, the Work, in whole or in part, in all forms, formats, media and versions, now known or hereafter developed, including without limitation, by any electronic or electromagnetic means or analog or digital signal, or on any human or machine-readable medium, including as part of an electronic database, and the right to license others to exercise any and all such rights.

2. Delivery

(A) This Work, containing about 210,000 words or equivalent, will be delivered by the Author as soft-copy in XML markup by 1st June 2003. Deliverables will include a preface, index markup, and all illustrations in a mutually-agreed format.

(B) If the Author is unable or unwilling to deliver the Work on time, or if the Work is not acceptable to the Publisher in its editorial or marketing judgement, the Publisher may elect to terminate the Agreement and recover from the Author any moneys paid to or on behalf of the Author in connection with the Work.

(C) The Author will read and correct the proofs or other final copy of the Work, if any, and promptly return one set to the Publisher. If the Author does not return a corrected proof of the Work within a reasonable time as specified by the Publisher, such material will be considered approved as-is.

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(A) Based on net cash received by the Publisher from the sale of the Work, the Publisher will pay the Author a base royalty of 10%, except as stated below.

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(C) The Publisher will furnish the Author with a royalty statement on or about March 31st and September 30 of each year for the six-month period ending in December and June of each year respectively. With each statement, the Publisher will make settlement for any balance due.

(i) For uses of portions of, or quotations from, the Work. including in a collected Work or custom published work, and for sales of the work as part of a package together with other works (the "Package"), the Publisher shall determine the net cash received for the Work on which the applicable royalty will be paid by allocating to the Work that portion of the proceeds from the Package which it determines to be the proportionate and fair value of the Work to the entire Package, provided, however, that if only small portions or quotes from the Work are taken, the Author will receive a permission fee comparable to the fee the Publisher would have paid to the Author on the grant of permission to an unrelated third party to use that portion or quote.

(ii) If the balance due the Author for any settlement period is less than fifty dollars, the Publisher may make no accounting or payment until the end of the next settlement period at the end of which the cumulative unpaid balance equals at least fifty dollars.

(iii) The Publisher may deduct from any amounts due the Author under this agreement any sum that the Author may owe the Publisher under this agreement.

(iv) No royalties or other payments will be due the Author with respect to any copies of the Work, or any part of the Work, furnished by the Publisher to others for the purpose of promotion, publicity, or for any other similar purpose deemed appropriate by the Publisher; any copies of the Work, or any other part of the Work, sold at a price below manufacturing cost plus royalties; and not-for-profit publication, recording, photographing, microfilming, and creation of special editions, in Braille or other media for use by or sale to the physically, mentally, or visually handicapped or disabled.

(v) Records. The Publisher will maintain relevant records with respect to any royalty record provided to the Author under the agreement for a two year period from the date of the statement. Royalty statements will be final and binding on the Author unless, within two years of the date of the statement, the Author objects to such statement in a writing which states the specific objection and the reason for the objection.

(D) The Publisher will furnish to the Author six (6) copies of the Work as it is published by the Publisher without charge. Additional copies may be purchased by the Author at the net price. The Publisher will furnish to such contributors as the Author designates one (1) copy of the work each, the number of such designees not to exceed ten (10).

4. Term and Renewal of Agreement

(A) This Agreement shall remain in effect for the full term of copyright of the Work and all renewals and extensions thereof, unless during that term the Publisher allows the Work to go out of print for a period of six (6) months, in which case the rights in the Work granted herein shall revert to the Author as stated in Section 8A.

(B) The parties hereto agree that prior to publication of a new edition of the Work, this Agreement shall be amended by mutual consent of the parties for such new edition.

(C) The Author agrees to revise the Work, or any part of the Work, as requested by the Publisher, if the Publisher and the Author consider it in the best interests of the Work. The provisions of this Agreement shall apply to each revision by the Author as though that revision were the Work being published for the first time under this Agreement.

5. Author's Warranty

(A) The Author warrants that: The Author has full authority to make this Agreement; the Work will be original; the Work has not been published in printed form; the Author is sole owner of the Work; the Author has identified any material in the public domain; the Author has identified, and obtained permissions for, copyrighted material; the Author is not currently working on any project that might compete with or lessen the value of the Work; the Work, and any part of the Work, will not infringe any copyright or violate any proprietary rights or rights of publicity or privacy, or contain any scandalous, libelous, or unlawful matter or any formula or illustration that is injurious to a person or property.

(B) The Author will hold harmless and indemnify the Publisher against any demand, claim, suit, action, proceeding, cost, damages, or expenses, including reasonable attorney's fees, arising from any breach or alleged breach of the Author's warranties. The Publisher will have the right to assume and control the defense and settlement of any such claim, and until such claim or suit has been settled or withdrawn, the Publisher may withhold a reasonable amount to cover such claims from any sums due the Author. The Author will cooperate with the Publisher and provide reasonable assistance in defending against any such claim. The warranties and indemnities contained in this paragraph will survive termination of this Agreement.

6. Copyrighted Materials

(A) The Author will not include in the Work material (text or illustrations) from other copyrighted works without the Publisher's consent and the written permission of the owner of such copyrighted material. The Author will be reponsible for obtaining the written permission for use of such material in the Work as contemplated by this Agreement and for the costs and fees related to such permissions and will file the permissions with the Publisher by no later than the final submission of the Work. Upon request, the Publisher will advance reasonable permission fees approved by the Publisher to the copyright owners on the Author's behalf and will recover all fees advanced from any sums due to the Author.

7. Editing and Publishing Details

(A) The Publisher will have the right, with respect to the Work, including reprints and revisions to (a) edit the Work, provided that the meaning of the text is not materially altered; (b) publish the Work in one or several volumes and in a style deemed suitable by the Publisher as to paper, printing, and

binding, under the Publisher's own name and/or under any other imprints; (c) decide on the formats and media in which to publish the Work; (d) fix or alter the wording, format and style of the title, interior design, packaging, and/or cover presentation and the prices at which the Work shall be sold and the quantities printed or produced; and (e) determine the means and methods of advertising, marketing, and selling the Work. The Publisher will have the right to display the Author's name and likeness in connection with the Work and any part of the Work and in promotional materials.

8. Additional provisions

(A) If the Publisher decides that continued publication of the Work in any or all forms or media is unwarranted, the Publisher may discontinue or suspend such publication, and destroy such copies of the Work without liability to the Author, and without prejudice to other rights the Publisher has in the Work or any then-existing license or other arrangement, Should the Publisher decide to discontinue publication, all rights granted to the Publisher under this Agreement shall revert to the Author upon request.

(B) During the term of this Agreement, the Author will not publish or agree to publish or furnish to any other publisher any work on the same subject matter as the Work which will, in the Publisher's judgment, injure the sales of the Work, conflict or interfere with the Publisher's rights to sell, distribute, or use the Work under this Agreement.

(C) This Agreement constitutes the entire understanding of the parties relating to its subject matter and shall not be changed or amended in whole or in part except by a writing signed by the parties. No waiver or breach of any term or condition of this Agreement shall be deemed a waiver of any other term or condition or any later breach. No course of dealing between the Publisher and the Author and no delay or failure of a party in exercising any rights shall operate as a waiver of that party's rights. Publication and payments to the Author shall not constitute or imply any waiver of the Author's warranties or obligations or the Publisher's defenses, rights, or remedies.

(D) THIS AGREEMENT SHALL BE CONSTRUED AND INTERPRETED ACCORDING TO THE LAWS OF THE STATE OF NEW YORK AS IF EXECUTED AND FULLY PERFORMED THEREIN, AND EXCLUSIVE JURISDICTION OVER ALL DISPUTES ARISING IN CONNECTION WITH THE AGREEMENT SHALL BE IN THE FEDERAL AND STATE COURTS OF THE STATE OF NEW YORK LOCATED IN NEW YORK COUNTY. This Agreement shall be binding upon the parties thereto, their heirs, successors, assigns, and personal representatives. The Author may not assign this Agreement or delegate any duty hereunder without the prior written consent of the Publisher. The Publisher may assign this agreement.

(E) The Author does not, and will not, have any power, right or authority to bind the Publisher, or to assume or create any obligation or responsibility, express or implied, on behalf of the Publisher.

(F) All titles, subject headings and similar items in this Agreement are provided for the purpose of reference and convenience only and are not intended to be inclusive, definitive, or to affect the meaning, content, or scope of this Agreement.

Affirmed on the 15th day of January, 2003,

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Eric S. Raymond	Mark L. Taub
Author	Acting for Pearson Education