

## NO STARCH PRESS PUBLISHING AGREEMENT

This Agreement is made as of April 2, 2009, between NO STARCH PRESS, INC. ("we" or "us"), located at 555 De Haro St., Suite 250, San Francisco, CA 94107, and Mitch Altman and Jeff Keyzer ("you"), concerning a literary work tentatively entitled Fun with AVR Microcontrollers ("Work"). The Work is described in Schedule A, attached to and made a part of this Agreement.

The parties agree:

### 1. Grant of Rights and Term of This Agreement.

You grant, convey, and transfer to Us the exclusive right to publish, distribute, and sell the Work in whole or in part in print, electronic, or any other form or medium, now known or hereafter developed, in all languages, throughout the world, for the duration of copyright in the Work, which shall be the term of this Agreement unless it is terminated sooner as the Agreement provides. "Electronic Form" shall include photographic, audio, video, digital, laser, magnetic, or any other form, and for any medium now known or hereafter developed. You may publish excerpts from the Work or articles based on the Work, provided that no individual excerpt represents more than ten percent (10%) of the entire Work, and that all such excerpts or articles contain appropriate references to the Work, including a reference to us as its publisher.

**2. Delivery of Manuscript.** On or before April 1, 2010, you'll deliver to Us the complete manuscript of the Work of approximately 250 typeset pages, and any additional materials, as described in Schedule A. You'll be responsible for writing the text of the Work, generating appropriate rough sketches for illustrations, and compiling all front and back matter. You will also deliver all source code, a disk image for a CD-ROM, a demonstration version of a software program, or any other materials specified in Schedule A or elsewhere in this Agreement. You'll deliver the manuscript to us in an electronic form acceptable to us and shall include any additional materials required under Paragraph 5 (except that you'll deliver the index to us within seven (7) days after we deliver paginated proofs to you) and Paragraph 6, unless otherwise instructed by us in writing.

**3. Outline and Schedule.** You'll develop an outline and schedule for completion of the Work in consultation with Us. The schedule shall provide for submission of the text on a section-by-section basis. If you are unable to meet a deadline in your schedule you will notify Us in advance. If you fall more than four weeks behind any deadline in your schedule, and we, in our sole

discretion, have not agreed in writing to extend your deadline, we may terminate your Agreement, and you shall promptly return to us any monies advanced or granted to you by us.

**4. Advances and Approval.** We will pay you an advance against royalties of \$0 as follows:

\$ 0 on our acceptance of three chapters.

\$ 0 on our acceptance of one-half of the manuscript.

\$ 0 on our acceptance of the balance of the manuscript, including any rewriting we request.

If your manuscript is not satisfactory in form and content to us or does not conform with any outline or description attached to this Agreement, we may accept it, reject it, or specify in writing what we need for you to do in order to make the manuscript acceptable to us. If you fail to deliver the complete manuscript within thirty days after the delivery date or, if after we give you detailed instructions for the revision of your manuscript and thirty days to do so you fail to make satisfactory revisions, we may:

- (1) Terminate this Agreement. If we reject your Work you may arrange to publish the Work elsewhere only after returning any monies advanced or granted to you by us;
- (2) Arrange for another to complete the Work and charge the costs of completion against money otherwise due you under this Agreement.

Our decisions under this section of the Agreement are subject to our judgment only, and shall be effective upon our written notification to you.

**5. Additional Materials.** You agree to provide us with a preface and foreword for the Work (if we ask for either). You'll also supply us with an







