

Page 1 AGREEMENT made this October 15, 2024, between Ella Thompson, 123 Maple Street, Springfield, IL 62701 (the "Author") and Bright Horizon Publishers, Inc., 456 Elm Avenue, New York, NY 10001 (the "Publisher") (together with the Author, the "Parties" and individually a "Party") with respect to the work, tentatively titled: Advanced Data Science Techniques (the "Work").

The Publisher and the Author wish to collaborate to achieve professional standards and success from the Work, and agree as follows:

1. Rights 1.1 (a) The Author assigns to the Publisher during the full term of copyright and all extensions thereof, the entire copyright in the Work, which includes any supplementary materials, updates, revised editions, and derivative works based on it. This includes the right to print, store, copy, publish, republish, adapt, distribute, and transmit the Work globally, in all media now known or later developed, and to license others to do so.

1.2 (b) The Publisher shall have all rights to the "Appearance of the Work", including design, typography, paper, printing, binding, cover, jacket, embellishments, and digital versions. All intellectual property rights in the Appearance and title of the Work will belong to the Publisher.

1.3 (c) The Author waives the benefits of moral rights, except the right to be identified as the author, and agrees not to claim infringement of such rights against the Publisher.

2. Delivery of Materials 2.1 (a) The Author shall deliver the complete and final materials for the Work by April 30, 2025, as specified in the attached Schedule, in a format satisfactory to the Publisher. The Author retains a copy of all delivered materials. The Publisher is not responsible for loss or damage to the materials.

2.2 (b) The Author shall obtain written permission for any third-party material included in the Work and submit all permissions with the final materials. If the Publisher incurs costs for such permissions, it may withhold an equivalent amount from sums due to the Author.

2.3 (c) The Author shall ensure fonts used in the material are compliant with the Publisher's font guidelines. Non-compliant fonts will be fixed at the Author's cost.

2.4 (d) The Publisher shall notify the Author within 60 days of delivery if the materials are satisfactory or request changes. If the Author does not make the changes within 30 days, the Publisher may terminate the Agreement or make the materials satisfactory at the Author's cost.

2.5 (e) If the Publisher does not respond within the Prescribed Period, the Author may request a status update. If no response is received within 30 days, the Author may terminate the Agreement.

2.6 (f) If the Author fails to deliver satisfactory materials by the Due Date, the Publisher may complete the Work at the Author's cost or terminate the Agreement and recover any payments made.

2.7 (g) The Author shall respond to editing requests within 14 days of receipt.

2.8 (h) The Author shall review proofs at their expense and return them within 14 days. Failure to do so allows the Publisher to proceed with corrections at the Author's cost.

2.9 (i) The Publisher covers the cost of the Author's alterations up to 10% of the original typesetting and artwork production costs. Beyond this, costs are the Author's responsibility.

2.10 (j) The Publisher may obtain opinions on the Work's suitability and request amendments. Failure by the Author to comply may lead to termination.

2.11 (k) The Author shall respond to requests for material changes within 14 days. The Publisher's decisions are final.

2.12 (l) If an index is needed, the Publisher shall prepare it at its own cost.

3. Publication 3.1 (a) The Publisher will publish the Work at its expense and determine all aspects of publication, including price, style, quantity, appearance, design, marketing, distribution, and licensing.

3.2 (b) The Author agrees to provide reasonable marketing assistance upon the Publisher's request.

3.3 (c) The Publisher is not obligated to publish the Work if market conditions adversely affect its potential sales. Rights revert to the Author, and the Agreement terminates.

4. Copyright/Credits 4.1 (a) The Publisher shall include a copyright notice in the Publisher's name and has the right to register the copyright. Textual or illustrative material prepared by the Publisher may be copyrighted separately.

4.2 (b) The Publisher can use the Author's name, likeness, and biographical data in connection with the Work and its promotion.

5. Royalties 5.1 (a) The Publisher shall pay the Author royalties as a percentage of Net Receipts:

- Hardcover: 15% on the first 10,000 units; 17.5% on units 10,001 to 20,000; 20% on all units thereafter.
- Trade paperback: 15% on the first 10,000 units; 17.5% on units 10,001 to 20,000; 20% on all units thereafter.
- Electronic form: 10%.
- Lower priced or mass-market editions: 7.5%.
- Special sales: 5%.
- On-demand sales: 5%.
- Subsidiary rights: 50% of net receipts.
- Publisher's adaptations: 7.5%.
- Other derivative works: 7.5%.
- Collected works: pro rata.
- Usage-based digital collections: same as hardcover.

5.2 (b) The Publisher shall pay an advance of \$15,000 as follows:

- \$7,500 upon signing.
- \$7,500 upon acceptance of the final manuscript.

5.3 (c) "Net Receipts" are amounts earned and received by the Publisher, less discounts, taxes, bad debts, and returns.

5.4 (d) Royalties will not accrue on revenues blocked by foreign governments.

5.5 (e) No royalties will be paid on:

- Fees for illustrative material.
- Rights granted at no charge for accessibility.
- Remainder or free copies.
- Author's discounted purchases.
- Donated copies.

6. Accounting 6.1 (a) Payments to the Author are made semiannually, on or before the last day of August and February, for sales in the preceding half-year. The Publisher may withhold a 20% reserve for returns for three periods. Payments are made by Electronic Funds Transfer to the Author's nominated account.

6.2 (b) The Author must complete a Payment Method Form (PMF) for secure processing of payments. If already receiving payments by bank transfer, no new PMF is needed unless bank details change.

7. Author Copies 7.1 (a) The Publisher provides 25 free copies of the Work to the Author. Additional copies may be purchased at a 40% discount. Other Publisher publications can be purchased at a 25% discount. Digital content access is provided free.

7.2 (b) Electronic copies are for personal use only and must not be uploaded or distributed publicly.

8. Competing Works 8.1 (a) Until the Work is no longer commercially available, the Author shall not publish any competing works without the Publisher's consent. Scholarly articles are permitted with credit given to the Work and Publisher.

8.2 (b) The Author shall not prepare competing works aimed at the same audience without the Publisher's consent.

8.3 (c) The Author may use ideas from the Work in their business, provided it does not interfere with sales. Up to 15% verbatim material may be used with correct attribution, without impacting the sale of the Work.

9. Revised Editions 9.1 (a) If a Revised Edition is desired, the Publisher may request the Author to prepare it, subject to a new agreement. Minor updates can be made by the Publisher without the Author's consent.

9.2 (b) If the Author does not participate in the Revised Edition, the Publisher may arrange for others to prepare it and adjust royalties accordingly.

10. Option 10.1 The Author shall submit a proposal for their next "book-length" work to the Publisher before offering rights to others. The Publisher has 60 days to decide whether to publish it. If the Publisher agrees, the parties shall negotiate terms in good faith.

11. Incapacity 11.1 If the Author dies or becomes incapacitated before contributing publishable content, the Publisher may withdraw from the Agreement. If publishable content has been submitted, the Publisher may complete the Work with third parties and apportion royalties accordingly.

12. Warranty 12.1 (a) The Author warrants that the Work is original, not previously published, and does not infringe any rights or laws. The Author shall hold the Publisher harmless against any claims.

12.2 (b) If the Author is an entity, the Guarantor agrees to be personally bound by the Author's obligations and warranties.

13. Infringement 13.1 The Publisher has the right to pursue infringement claims. The Author shall assist upon request. Proceeds are shared equally after expenses.

14. Termination 14.1 (a) The Author may terminate the Agreement if the Publisher does not respond to a status update request.

14.2 (b) The Publisher may terminate the Agreement if the Author fails to deliver satisfactory materials, if publication poses legal risks, if market conditions change, or if the Author's conduct damages the Publisher's reputation.

14.3 (c) Upon termination by the Author, rights revert to the Author, and payments received are retained as liquidated damages.

14.4 (d) Upon termination by the Publisher, the Author shall repay advances, and rights revert to the Author. The Publisher may complete the Work with third parties and apportion royalties.

14.5 (e) The Publisher shall remove the Author's name from author listings upon termination but is not liable for third-party use.

15. Commercially Available 15.1 If the Publisher decides the Work is no longer commercially viable, rights revert to the Author after six months unless otherwise agreed. The Publisher may continue to sell existing inventory and derivative works.

16. Notices 16.1 Notices must be in writing and sent to the addresses specified. Notices are deemed received when delivered. Notices to the Publisher should be marked for the attention of the VP & Publisher, Trade, and sent to legalnotices@brighthorizon.com.

17. Data Protection 17.1 The Publisher may process the Author's personal data for transactions related to this Agreement. The Publisher shall comply with applicable data protection laws and its Privacy Policy.

18. General 18.1 (a) This Agreement contains the full understanding between the Parties and may be modified only in writing.

18.2 (b) The Parties are independent contractors and not partners or joint venturers.

18.3 (c) No waiver of any provision shall be deemed a waiver of any other provision.

18.4 (d) The terms of this Agreement are confidential.

18.5 (e) Any disputes shall be governed by New York law and subject to New York courts' jurisdiction.

18.6 (f) A US resident Author must submit a completed IRS Form W-9; non-US resident Authors must submit IRS Form W-8BEN.

18.7 (g) Rights and obligations are not assignable without the Publisher's consent, except for the right to receive payments. The Publisher may assign the Agreement to a third party.

18.8 (h) This Agreement may be executed electronically and in counterparts.

18.9 (i) If the Agreement is not signed by the Author within 60 days, the Publisher may withdraw it.

18.10 (j) Provisions of Paragraphs 12, 17, and 18 survive termination.

18.11 (k) Neither Party is liable for delays or failures due to force majeure events. Either Party may terminate the Agreement if the event continues beyond 180 days.

18.12 (l) Each Party warrants that the person signing has authority to bind that Party.

AGREED AND ACCEPTED: Bright Horizon Publishers, Inc.

Ella Thompson Alex Harper VP & Publisher Trade

Date Date

Email Address

Ella Thompson (Oct 15, 2024 11:34 EDT) Ella Thompson Oct 15, 2024 ella@ellathompson.com Alex Harper (Oct 15, 2024 11:46 EDT) Alex Harper Oct 15, 2024

Page 12 SCHEDULE OF DELIVERABLES

Specifications for the Work Author: Ella Thompson Title: Advanced Data Science Techniques Delivery: Format: Electronic Text Print Publication Number of pages/words: 400 Pages/100,000 Words Style of references: APA Number and type of interior illustrations: Graphs and Charts as appropriate Supplementary Material: Data sets for practice Index: See Paragraph 2.12(l) Bibliography: APA format AI Material and AI Service: None

Final delivery date and interim submissions:

1. 25% of the Manuscript by December 1, 2024;
2. 50% of the Manuscript by February 1, 2025;
3. 75% of the Manuscript by April 1, 2025;
4. Complete Manuscript by April 30, 2025.

Third Party Material A complete list of all third-party material used in the Work should include: Description Source Copyright Owner Credit/Copyright Line

Please refer to our Author Guidelines on Obtaining Permissions for assistance in using material previously published by a third party.