



MAP LICENSE AGREEMENT

The parties to this Agreement are Carolina Multiple Listing Services, Inc. (“CMLS”) and (“_____”) (“Licensee”). The date of this Agreement is _____, 2011.

BACKGROUND

1. CMLS is the author claiming copyrights in a set of region and sub-region boundaries and their corresponding nomenclature arbitrarily devised for use on a map of the Charlotte, North Carolina region. When these boundaries and corresponding nomenclature are overlaid on a map of the Charlotte area of suitable scale, the boundaries and their nomenclature can be convenient for use by those seeking to buy or sell real estate, as well as their agents and advisors. The boundaries and corresponding nomenclature that are the subject of the CMLS copyright claim, and as the same may be revised from time to time, are hereinafter referred to as the Work.

2. CMLS has agreed to license the Work to Licensee under the terms hereinafter set forth.

For valuable consideration and intending to be legally bound the parties agree as follows:

1. **Grant of License.** CMLS hereby grants Licensee a license to copy, publish, incorporate, sell and distribute (collectively “Use”) the Work under the terms and conditions

hereinafter set forth. This is a non-exclusive license and CMLS retains all rights to further license the Work in any manner.

2. **Supersession.** CMLS may revise the Work at any time and on an ongoing basis. Upon such revision, CMLS shall give notice to Licensee and include therewith the revised Work bearing the date of revision. Licensee may continue to Use the earlier Work for a period of 12 months from the notice of revision. Thereafter, all Use of the earlier Work shall cease and any materials incorporating such earlier Work shall be destroyed. This license shall automatically apply to all revisions of the Work during its term.

3. **Approval.** Prior to any distribution of materials incorporating the Work, Licensee shall provide three (3) copies thereof to CMLS for review and approval. CMLS shall not withhold its approval unreasonably and the failure by CMLS to respond within fifteen (15) working days of receipt of the proof copies shall be deemed approval.

4. **Term.** This License shall renew automatically.

5. **Miscellaneous.**

- a. This License may not be assigned and Licensee shall have no right to grant sub-licenses;
- b. All materials incorporating the Work shall bear the following notice:
“The areas and sub-areas depicted herein are reproduced under license from Carolina Multiple Listing Services, Inc.. Copyright © 2011, by Carolina Multiple Listing Services, Inc.”
- c. This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina, without regard to its choice of law provisions.

d. All notices hereunder shall be in writing as follows:

Carolina Multiple Listing Services, Inc.:

Licensee:

e. This is the complete Agreement between the parties and supersedes and incorporates all prior agreements and understandings (whether oral or written) between them.

f. This Agreement may only be modified in a writing executed by both parties hereto.

IN WITNESS WHEREOF the parties have signed this Agreement as of the date first written.

CAROLINA MULTIPLE LISTING SERVICES, INC.

By: _____
Its: _____

LICENSEE

By: _____