

MATERIALS RELEASE/LICENSE

(Permission to Use Rand McNally Product For Academic or Personal Use)

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, RM Acquisition, LLC d/b/a Rand McNally (hereinafter referred to as the "Licensor" or "Rand McNally") hereby grants to _____ ("Licensee") a non-exclusive right to photograph, record, reproduce, print, and otherwise use the following Rand McNally product(s):

A. _____ (ISBN or Order No. _____),

(the "Material(s)") in the following particulars:

1. Portion of the Material(s) to be used or pages to be copied: _____

2. Number of Copies Not to Exceed: _____

3. Description on how and for what purpose the Copies will be used: _____

Licensee expressly understands that it shall acquire no right or interest in the Materials or the copyright therein, except the license granted herein. Licensee represents and warrants to Licensor that the Materials will not be used in a disparaging or derogatory manner. Such use shall be a breach of this Materials Release/License, for which Licensor shall be entitled to legal and/or equitable relief.

Licensor represents and warrants that the use of the Material(s) will not violate or infringe upon the trademarks, trade names, service marks, copyrights, patents, rights of privacy or publicity, or any other personal or property rights of any person or entity, nor constitute defamation. EXCEPT FOR THE FOREGOING SENTENCE, LICENSOR MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. This is the complete and binding agreement of the parties with respect to the subject matter hereof. This Materials Release/License cannot be terminated, rescinded, or amended hereafter except by a written agreement, signed by all parties or in the event of a material, uncured breach by a party hereto. This Materials Release/License shall be effective as of the date the document is countersigned by Licensor.

AGREED TO AND ACCEPTED:
("LICENSOR")

AGREED TO AND ACCEPTED:
("LICENSEE")

RM ACQUISITION, LLC d/b/a RAND McNALLY

(Print Name or Company Name, as applicable on above line)

By: _____

By: _____

Its: _____

Its: _____

Dated: _____, 20____

Dated: _____, 20____

"LICENSOR" CONTACT INFORMATION:

Attention: Robert Delaney, VP & General Counsel
Address: 9855 Woods Drive

Skokie, IL 60077

Telephone: (847) 329-6755
Facsimile: (847) 329-2155
Email: bdelaney@randmcnally.com

"LICENSEE" CONTACT INFORMATION:

Attention: _____
Address: _____

Telephone: _____
Facsimile: _____
Email: _____