

**SUBSCRIPTION AGREEMENT: EXPANDED COUNTIES PROGRAM**  
(Offshore Vendor Version)

THIS AGREEMENT (“Agreement”) is made and entered into effective \_\_\_\_\_, 201\_ (the “Effective Date”) by and between \_\_\_\_\_ (hereinafter “Subscriber”), a \_\_\_\_\_, and Texas Title Data, Inc. (hereinafter “TDI”), a Texas corporation with its offices located in the City of Houston, Harris County, Texas, United States of America (“U.S.A. ”).

**WITNESSETH:**

WHEREAS, TDI owns and maintains land title evidence plants (collectively the “Title Plants” and individually a “Title Plant”) for various Texas counties (collectively the “Expansion Counties” and individually an “Expansion County”) comprised of (i) digital images of tract book pages and/or take-off cards (a “Back Plant,” which pertain only to those Expansion Counties set forth in Exhibit “A” attached hereto) which contain pertinent information extracted from documents publicly filed in an Expansion County which affect title to real property situated within such Expansion County, (ii) computerized general name and geographic indexes (the “Indexes”), which begin the date set forth in Exhibit “A,” to those documents publicly filed in an Expansion County which affect title to real property situated within such Expansion County, (iii) computerized edits of an Expansion County’s survey and subdivision information (the “Map Edits”), (iv) a computerized index (the “Grantor/Grantee Index”), initially prepared by an Expansion County’s County Clerk, to those documents filed with and recorded by the County Clerk which affect title to real property situated within such Expansion County, and (v) computerized information (the “CAD Data”) pertaining to the appraisal of real property situated within an Expansion County; and

WHEREAS, TDI also owns and maintains digital documents (a “Digital Document”) which are reproductions of documents recorded by an Expansion County’s County Clerk in the Expansion County’s Official Public Records of Real Property (“Official Records”), such Digital Documents being collectively referred to herein as an Expansion County’s “Image Library”; and

WHEREAS, Subscriber desires to access and use those Title Plants set forth in Exhibit “A” and their associated Image Libraries, upon the terms and conditions set forth herein; and

WHEREAS, TDI desires to permit Subscriber to access and use those Title Plants set forth in Exhibit “A” and their associated Image Libraries, upon the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the premises and mutual consideration hereinafter set forth, the parties hereby agree as follows:

**1. MAINTENANCE OF THE TITLE PLANTS**

**a. Documents**

TDI shall obtain copies of, or, at its option, obtain or make a synopsis of, those documents (“Documents”) publicly filed in an Expansion County which affect title to real property situated within such Expansion County.

b. **Pertinent Information**

TDI shall use its best efforts to extract pertinent information from the Documents and integrate such pertinent information into a Title Plant in such a manner that each Title Plant will be an accurate source for title information relating to real property situated within an Expansion County.

c. **Title Plant Date**

TDI shall use its best efforts to maintain a Title Plant in such a manner that those Documents filed on a given date in the Official Records shall be integrated into the Expansion County's Title Plant no more than five (5) business days after receipt by TDI of copies of such Documents for such date.

2. **ACCESS TO A TITLE PLANT AND AN IMAGE LIBRARY**

a. **Retrieved Information; Computer Prints; Digital Document Copies**

Subject to the restrictions and limitations set forth in this Agreement, Subscriber and its Bona Fide Employees (as that term is defined in Paragraph 2.e below) shall have the right to access a Title Plant and its associated Image Library for the limited purpose of (i) obtaining information (the "Retrieved Information") from the Title Plant, (ii) causing such Retrieved Information to be produced in hard copy and/or electronic printed form (the "Computer Prints," one type of which is commonly referred to as a "run sheet"), and (iii) retrieving copies of Digital Documents. Subscriber shall not allow any third party, or employees, agents, representatives, officers or owners of any third party (collectively a "Third Party"), to have access to a Title Plant or an Image Library or have possession of a Computer Print unless such Third Party is the Bona Fide Employee of a TDI customer ("Customer") which is authorized by contract with TDI to access the Title Plant in question.

b. **Subscriber Equipment; Communications Line**

Subscriber shall have the right to access a Title Plant and its associated Image Library by means of computer equipment and communications equipment (collectively the "Subscriber Equipment") of a quantity, configuration, type and location as specified, from time-to-time, by TDI, and a communications line (the "Communications Line") as specified, from time-to-time, by TDI. The cost to purchase, lease, install, maintain or use the Subscriber Equipment shall be the responsibility of Subscriber. TDI shall have the right, but not the obligation, to lease the Communications Line in its name; in such event the cost to install, lease, and maintain the Communications Line shall be reimbursed to TDI by Subscriber.

c. **Operating Hours**

TDI shall permit Subscriber to access a Title Plant and its associated Image Library using the Communications Line and the Subscriber Equipment during the hours (the "Operating Hours") set forth at TDI's website, [www.titledata.com](http://www.titledata.com).

d. **Passwords**

Subscriber shall obtain from TDI a unique computer password ("Password") for each Bona Fide Employee who will have access to a Title Plant and/or an Image Library. Subscriber agrees (i) to prohibit its Bona Fide Employees from sharing Passwords and (ii) to require its Bona Fide Employees (who will have access to a Title Plant and/or an Image Library) to execute TDI's Access and Use Agreement: Offshore Vendor Employee, a copy of which is available to Subscriber at TDI's website, [www.titledata.com](http://www.titledata.com).

e. **Bona Fide Employees**

Subscriber acknowledges and agrees that, except as set forth in Paragraph 2.a above, access to and use of a Title Plant, an Image Library, and Computer Prints shall be restricted to its Bona Fide Employees. TDI shall have the absolute right, in its sole judgement, to deny access to a Title Plant or an Image Library to any of Subscriber's Bona Fide Employees. For purposes of this Agreement, a Bona Fide Employee is defined to be an individual (i) who is employed by Subscriber in good faith, (ii) whose employment is honest, open and genuine, (iii) whose employment is not feigned, (iv) who is working for salary or wages reportable by Subscriber to \_\_\_\_\_ and/or other competent taxing or similar governmental body that is charged with the responsibility of collecting and maintaining all pertinent employment-based records under the employment and wage laws applicable to Subscriber, (v) who is subject to the Subscriber's power or right to control or direct such individual's employment, including without limitation material details as to how the work is to be performed, and (vi) who is not a contract laborer or contract employee.

3. **FURNISHING DERIVATIVE PRODUCTS**

a. **Furnishing Derivative Products**

Any information obtained from or products produced by Subscriber in whole or in part from a Title Plant and/or an Image Library ("Products") shall not be directly or indirectly delivered, exhibited or furnished by Subscriber to any Third Party except in accordance with Paragraphs 3.b, 3.c, 3.d and 3.e below.

b. **Promulgated Insurance Products**

If Subscriber produces Products comprised of title insurance commitments, policies, binders, endorsements or other title insurance forms promulgated by the Texas Department of Insurance (collectively "Promulgated Insurance Products") Subscriber shall have the right to furnish such Promulgated Insurance Products only to a Customer which is authorized by contract with TDI to access the Title Plant to which the Promulgated Insurance Product pertains. Subscriber is prohibited from furnishing any Promulgated Insurance Product to anyone else.

c. **Title Information Products**

If Subscriber produces Products other than Promulgated Insurance Products, including without limitation, abstracts, title reports, title opinions, chains-of-title, ownership and encumbrance reports, property reports, nothing further certificates, limited liability reports, ownership reports, lien searches, real estate information, mineral information, and ad valorem tax information ("Title Information Products"), Subscriber shall have the right to furnish such Title Information Products only to a Customer which is authorized by contract with TDI to access the Title Plant to which the Title Information Product pertains. Subscriber is prohibited from providing any Title Information Product to anyone else.

d. **Subscriber's Title Records**

Subscriber shall not permit any Third Party to directly or indirectly have access to or use of any portion of Subscriber's abstract plant, title plant or other title records which were created or updated through the use of a Title Plant and/or an Image Library, including without limitation Subscriber's base files, title files, title examinations, title reports, title insurance policies, binders, and commitments, unless such Third Party is a Customer which is authorized by contract with TDI to access the Title Plant to which such title records pertain.

- e. **Rules**

Subscriber acknowledges and agrees that TDI has promulgated reasonable rules and regulations (“Rules,” a list of which is available to Subscriber at [www.titledata.com](http://www.titledata.com)) for access to and use of a Title Plant, an Image Library and Computer Prints, and TDI shall have the right to modify or amend such Rules or to promulgate new Rules without prior notice. Subscriber acknowledges and agrees that such Rules shall be part of this Agreement and that it shall comply with such Rules at all times, as modified, amended or supplemented by TDI from time-to-time.
  - f. **Right of Inspection**

TDI shall have, for the purpose of monitoring Subscriber’s compliance with the terms of this Agreement and at Subscriber’s expense, (i) the right and license to enter upon the premises of Subscriber, without notice and during normal business hours, and (ii) the right to audit Subscriber’s records, however and wherever such records are stored and maintained, concerning income derived from, and use of, a Title Plant and/or an Image Library.
  - g. **Survival**

It is expressly agreed that the restrictive provisions of this Paragraph 3 shall survive the termination of this Agreement, however any such termination may occur.
  - h. **Excluded Title Plants and Image Libraries**

TDI’s affiliates own and maintain land title evidence plants and image libraries for the Texas counties of Brazoria, Chambers, Fort Bend, Galveston, Harris, Jefferson, Liberty, Montgomery and Waller. Subscriber expressly acknowledges and agrees that it shall have no right to access and use these title plants and image libraries by virtue of this Agreement.
4. **COPYRIGHT; TRADE SECRETS**
- a. **Copyright**

Subscriber acknowledges and agrees that the Title Plants, Image Libraries, Computer Prints and computer software utilized in the Title Plants and Image Libraries bear a copyright in favor of TDI. Subscriber agrees to honor such copyright and agrees to protect such copyrighted materials from unauthorized duplication or display. Subscriber further agrees not to reproduce in any manner TDI’s copyrighted materials without the prior written consent of TDI.
  - b. **Trade Secrets**

Subscriber acknowledges and agrees that the Title Plants and Image Libraries constitute trade secret and confidential proprietary information owned by TDI, acquired and/or developed by TDI at great expense, and that TDI is entitled to protection against unauthorized disclosure or dissemination of any part or whole of such trade secrets to any Third Party. Subscriber further agrees not to communicate or use in any manner such records and information, or any information derived therefrom, except in accordance with the terms, conditions and restrictions set forth in this Agreement.

## 5. COMPENSATION TO TDI

### a. Fees

- (i) **Subscription Fee:** Beginning \_\_\_\_\_ Subscriber shall pay to TDI a monthly fee (the "Subscription Fee") as set forth in Exhibit "A". Notwithstanding the foregoing, TDI agrees to waive collection of the Subscription Fee provided that Subscriber only accesses and uses the Title Plants to furnish Promulgated Insurance Products and Title Information Products to Customers which are authorized by contract with TDI to access the Title Plant to which such Promulgated Insurance Products and Title Information Products pertain.
- (ii) **Digital Document Fee:** Subscriber shall pay to TDI a fee (a "Digital Document Fee") for each copy of a (a) Digital Document which Subscriber retrieves from an Image Library, and (b) Back Plant page (or group of Back Plant pages which have been electronically joined together) which Subscriber retrieves from a Title Plant. The Digital Document Fee shall equal the amount set forth at TDI's website, [www.titledata.com](http://www.titledata.com), and shall be subject to change by TDI in accordance with Paragraph 5.c below. As an express condition of this Agreement, Subscriber agrees to purchase from TDI any and all Digital Documents required by Subscriber to prepare Promulgated Insurance Products and Title Information Products for an Expansion County, when Subscriber is accessing the Title Plant for such Expansion County, to the fullest extent that TDI makes such Digital Documents available to Subscriber in the Expansion County's Image Library. Notwithstanding the foregoing, Subscriber shall not be required to purchase a Digital Document when a copy of the corresponding Document is available to Subscriber, without cost, from an Expansion County's County Clerk.
- (iii) **Taxes:** There shall be added to the Subscription Fee and Digital Document Fees, and Subscriber shall pay to TDI, an amount equal to the total of any United States or foreign federal, state or local excise, sales, use, or other taxes which are required to be paid by TDI as a result of any goods and services furnished by TDI pursuant to this Agreement, exclusive of income taxes based upon TDI's net income.

### b. Reimbursable Costs

Subscriber agrees to reimburse TDI for the cost of the Communications Line and any other goods or services purchased by TDI on Subscriber's behalf, subject to Subscriber's prior approval of such purchases.

### c. Price Adjustment

TDI shall have the right to adjust the Subscription Fee and Digital Document Fee. Subscriber shall be given at least thirty (30) days prior written notice of such adjustments.

### d. Billing; Payment

On or before the fifth (5th) calendar day of each month TDI shall invoice Subscriber for the Digital Document Fees and Reimbursable Costs due for the prior month. Such invoices shall be due and payable in the offices of TDI no later than the fifteenth (15th) calendar day of the month in which presented, or the next business day in the event such fifteenth (15th) calendar day falls on a Saturday, Sunday, or holiday observed by the United States Postal Service. All delinquent payments shall bear interest at the rate of eighteen percent (18%) per annum or the maximum rate that may

lawfully be charged under applicable United States state or federal law, whichever is less.

e. **Deposit**

Upon execution of this Agreement, Subscriber shall pay to TDI a deposit in the amount of FIVE THOUSAND AND NO/100 U.S. DOLLARS (U.S. \$5,000.00), which shall be returned by TDI to Subscriber, without interest, upon termination of this Agreement and payment of all monies owed TDI. Notwithstanding the foregoing, in the event Subscriber is and remains a subscriber in good standing with TDI's affiliates to access their title plants for two (2) or more of Houston's "Big 5" counties [being Brazoria, Fort Bend, Galveston, Harris and Montgomery counties], TDI agrees to waive the deposit requirement and Subscriber agrees that any monies owed TDI may be collected from the deposits Subscriber maintains with TDI's affiliates for such "Big 5" counties.

6. **OWNERSHIP**

a. **Title Plants and Image Libraries**

Subscriber acknowledges and agrees that nothing in this Agreement shall be interpreted to grant Subscriber or any other party any ownership interest or other rights in and to a Title Plant, an Image Library or any other asset of TDI, other than Subscriber's right, during the term of this Agreement, of access and use set forth in this Agreement. Subscriber shall not by virtue of this Agreement obtain any ownership interest or other rights of any kind in, or be entitled to receive copies of, any electronic media (including magnetic media and optical media), including without limitation computerized data files, computerized document image files, computerized edits, or computer software, owned or utilized by TDI in the operation of a Title Plant and/or an Image Library.

b. **Computer Prints and Digital Document Copies**

All Computer Prints and Digital Document copies shall be owned by Subscriber but shall be subject at all times to the provisions of this Agreement limiting the use, copying, and dissemination of Computer Prints and Digital Document copies.

7. **LIABILITY**

a. **Waiver of Liability; Indemnification**

Subscriber acknowledges and agrees that TDI shall not be liable to Subscriber for any losses, claims, expenses or damages, including consequential damages, sustained by Subscriber or any other party as a result of, or arising from, any breach by TDI of its obligations under this Agreement, including without limitation any error, mistake, negligence, or omission (collectively referred to as an "Error") made by TDI in the preparation, compilation and assembly of a Title Plant and an Image Library or distribution of Retrieved Information, Computer Prints, Digital Document copies or other information of any kind provided by TDI to Subscriber. Subscriber shall indemnify and hold harmless TDI from any and all losses, claims, expenses or damages, including all legal fees and related costs, arising out of any claims, demands, or causes of action asserted against TDI which are based in whole or in part upon (i) Errors contained in information provided to Subscriber by TDI, (ii) Errors made by Subscriber and contained in information provided by Subscriber to a Third Party, and (iii) Errors made by a Third Party in the processing or dissemination of information originally obtained from Subscriber. Within ten (10) days of its receipt of any claim, demand, or cause of action for which indemnification is required under this Paragraph

7.a, TDI shall give written notice of same to Subscriber. Subscriber shall be entitled to participate in the defense or settlement of any such actions, however TDI and its counsel shall have the exclusive right, in their sole discretion, to make all final decisions regarding such defense or settlement.

b. **Disclaimer of Warranties**

Subscriber acknowledges and agrees that the goods and services provided by TDI hereunder shall be accepted by Subscriber AS IS AND WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND WARRANTY OF GOOD WORKMANSHIP. Subscriber further acknowledges and agrees that the cost of the goods and services furnished by TDI pursuant to this Agreement are calculated and based upon sale by TDI to Subscriber of such goods and services without warranty and without liability for negligence, and but for these terms and conditions the cost of such goods and services would be significantly greater.

c. **Survival**

It is expressly agreed that the provisions of this Paragraph 7 shall survive the termination of this Agreement, however any such termination may occur.

8. **DEFAULT**

a. **Default by TDI**

Should TDI breach any of the terms, covenants, agreements, conditions or provisions of this Agreement, Subscriber shall give written notice of such default to TDI. TDI shall have ten (10) days from the date of such notice to cure such default. If such default is not cured within the time period provided above, Subscriber may, as its sole and exclusive remedy, immediately terminate this Agreement.

b. **Default by Subscriber**

In the event of a default by Subscriber under any of the terms, covenants, agreements, conditions or provisions of this Agreement, including without limitation the obligation to make timely payment of any monies owed TDI and to comply with the provisions of this Agreement regarding use, copying, and dissemination of the Retrieved Information, Computer Prints, Digital Document copies, copies thereof, or information therefrom, TDI shall give written notice of such default to Subscriber and TDI shall have the right to immediately suspend Subscriber's access to the Title Plants and Image Libraries until such default is cured. Subscriber shall have ten (10) days from the date of such notice to cure such default. If such default is not cured within the time period provided above, TDI may, at its option, terminate this Agreement and Subscriber shall no longer be entitled to any rights or benefits. In addition to such termination, TDI may pursue any other remedy available to it under this Agreement, at law or in equity, to recover any monies owed to it.

9. **TERMINATION**

a. **Termination by Subscriber**

Subscriber, provided it is not in default, may terminate this Agreement at any time without cause by giving TDI thirty (30) days prior written notice. Upon any such termination of this Agreement, Subscriber shall (i) pay to TDI any monies owed by Subscriber under this Agreement, and (ii) have no further right to access the Title Plants and Image Libraries.

b. **Termination by TDI**

TDI shall be permitted to terminate this Agreement (i) without cause, by giving Subscriber thirty (30) days prior written notice, (ii) in accordance with the default provisions set forth in Paragraph 8.b above, or (iii) in the event any covenant, condition, or provision of this Agreement is held to be invalid or unenforceable by a final judgement of a court of competent jurisdiction.

10. **REMEDIES; INJUNCTIVE RELIEF**

a. **Remedies**

Subscriber agrees that because of the expense and unique skill and labor required in the compilation, assembly and maintenance of the Title Plants, the Retrieved Information and Computer Prints have a value greatly in excess of the mere cost of copying same, and that the damage which TDI would suffer from the wrongful distribution or utilization of the Retrieved Information and Computer Prints, or information derived therefrom, would be uncertain and incapable of exact determination. Subscriber therefore further agrees that, in the event Subscriber shall violate any of the provisions set forth in Paragraphs 2 and 3 of this Agreement, in addition to the other default remedies available to TDI under Paragraph 8.b above, TDI shall have the right to require Subscriber to pay as liquidated damages and not as a penalty the amount hereinafter set forth. The amount of such liquidated damages shall equal the greater of (a) ONE THOUSAND AND NO/100 U.S. DOLLARS (U.S. \$1,000.00) for each violation or (b) FIVE HUNDRED AND NO/100 U.S. DOLLARS (U.S. \$500.00) per index record extracted from a Title Plant or contained within a Computer Print, where such extracted record or Computer Print was either (i) delivered, exhibited, or furnished in violation of Paragraph 2 or 3 of this Agreement or (ii) used in a Product which was delivered, exhibited, or furnished in violation of Paragraph 2 or 3 of this Agreement.

b. **Assessment; Payment**

TDI shall invoice Subscriber for liquidated damages. Such invoices shall be due and payable in the offices of TDI no later than fifteen (15) calendar days of the date in which presented, or the next business day in the event such date falls on a Saturday, Sunday, or holiday observed by the United States Postal Service.

c. **Injunctive Relief**

In addition to the provisions relating to liquidated damages set forth in this Paragraph 10, Subscriber agrees that the terms and provisions of this Agreement may be enforced by proceedings in equity for injunctive or other equitable relief, at the institution of TDI. Subscriber further agrees that in the event suit should be instituted against it to restrain violation of the terms of this Agreement, and a restraining order or temporary injunction sought pending trial on the merits, that it would suffer no damage from being enjoined or restrained pending a trial of such action on the merits, and that a bond not exceeding the sum of ONE THOUSAND AND NO/100 U.S. DOLLARS (U.S. \$1,000.00) would be entirely adequate to protect it from damages, if any, which it might suffer in the event such injunction or restraining order should be dissolved for any reason at any subsequent time.



## 11. MISCELLANEOUS

### a. **Entire Agreement**

This Agreement, including any other documents to which this Agreement is made subject, constitute the entire understanding and agreement between Subscriber and TDI relating to the Subscriber's use of the Title Plants for the Expansion Counties and the associated Image Libraries for such Title Plants, and supersedes any prior agreement between the parties relating thereto. There are no terms, obligations, covenants, or conditions other than those contained or specifically referred to herein. Save and except Rules promulgated by TDI, no modification or amendment to this Agreement shall be valid and effective unless and until it is in writing and executed by duly authorized representatives of all parties hereto.

### b. **Effect of Headings**

The headings or titles of the several paragraphs and sections hereof shall be solely for convenience of reference and shall not affect the meaning or the construction, interpretation, or effect of this Agreement.

### c. **Severability**

Each covenant, condition, and provision of this Agreement is essential to the general purpose hereof as contemplated by the parties. In the event any covenant, condition, or provision of this Agreement is held to be invalid or unenforceable by a final judgment of a court of competent jurisdiction, TDI shall have the right to terminate this Agreement in accordance with Paragraph 9.b above.

### d. **Binding Effect**

Except as provided to the contrary herein, this Agreement shall be binding upon and inure to the benefit of the parties, their successors and assigns.

### e. **Assignability**

Subscriber has no right to assign this Agreement. TDI reserves the right to assign its full interest in this Agreement, together with its obligations hereunder.

### f. **Waiver**

Any failure by a party to exercise any of its rights under this Agreement in the event of a default or breach shall not be deemed to be a waiver of any rights with respect to any future breach or event of default, nor shall such forbearance be deemed a continuing waiver.

### g. **Non-exclusivity of Remedies**

No right or remedy herein conferred upon or reserved by the parties is exclusive of any other right or remedy provided by law or equity.

### h. **Governing Law; Jurisdiction**

This Agreement shall be governed by and construed in accordance with the internal laws of the State of Texas, U.S.A., without regard to any conflicts of laws principles. The parties acknowledge and agree that this Agreement is negotiated and deemed executed in Harris County, Texas, U.S.A. All disputes hereunder shall be resolved exclusively in the applicable state or federal courts located in Harris County, Texas, U.S.A. The parties consent to the jurisdiction of such courts, agree to accept service of process by mail, and waive any jurisdictional or venue defenses otherwise available to any party hereunder. Subscriber acknowledges that it has repetitiously and systematically availed itself of various commercial benefits and instrumentalities of commerce within the State of Texas, U.S.A., thereby establishing nexus to the State of Texas, U.S.A. Subscriber hereby agrees that under no circumstance TDI will be made

to appear, answer or in any way be required to defend any action or proceeding within any foreign or domestic jurisdiction other than Harris County, Texas, U.S.A. Subscriber hereby specifically acknowledges and agrees that the terms of this Paragraph 11.h are critical inducement for TDI to enter into this Agreement and without the terms of this Paragraph 11.h, TDI would not have entered into this Agreement.

i. **Attorneys' Fees**

Should either party institute legal proceedings to enforce the terms or conditions of this Agreement the prevailing party shall be entitled to recover all its reasonable attorneys' fees, costs, and other expenses reasonably and necessarily incurred.

j. **Force Majeure**

It is expressly understood and agreed that in the event the performance of any covenant, agreement, obligation, or undertaking of TDI contained in this Agreement is delayed by reason of war, civil commotion, act of God, governmental restrictions, regulations, or interference, fire or other casualty, or any other circumstance beyond the reasonable control of TDI, regardless of whether such circumstance is similar to any of those enumerated above, TDI shall be excused from doing or performing the same during the period of such delay.

k. **Notice**

All notices or other communications required or permitted to be given pursuant to this Agreement shall be in writing and shall be considered as properly given if delivered by electronic mail, mailed by first class United States mail, postage prepaid, registered or certified with return receipt requested, delivered by overnight delivery service, or delivered in person. For the purposes of notice, the addresses of the parties are as follows:

TDI:

1225 North Loop West  
Suite 950  
Houston, Texas 77008-4722  
U.S.A.  
Attn: James P. Sibley

SUBSCRIBER:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Either party hereto may change the address to which notices shall be sent by a notice of change of address, mailed or delivered in the manner set forth above.

l. **Prohibited Persons and Transactions**

Subscriber hereby represents and warrants to TDI that Subscriber, any of its Bona Fide Employees, or any of Subscriber's affiliates, or any of their respective partners, members, shareholders or other equity owners, and none of their respective employees, officers, directors, representatives or agents, is, nor will they become, a

person or entity with whom United States persons or entities are restricted from doing business under regulations of the Office of Foreign Asset Control (“OFAC”) of the United States Department of the Treasury (including those named on OFAC's Specially Designated and Blocked Persons List) or under any United States statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action and is not and will not engage in any dealings or transactions or be otherwise associated with such persons or entities. A violation of this provision by Subscriber or any other person referenced herein shall be cause for immediate termination of this Agreement without any liability on part of TDI to Subscriber of any nature whatsoever.

**m. Multiple Copies**

This Agreement shall be executed in multiple copies and each such copy shall be effective as an original.

IN WITNESS WHEREOF, the parties have executed this Agreement on this \_\_\_\_ day of \_\_\_\_\_, 201\_\_.

SUBSCRIBER

By: \_\_\_\_\_  
President

TEXAS TITLE DATA, INC.

By: \_\_\_\_\_  
James P. Sibley  
President

## Expansion County Title Plant Dates

	Expansion County	Indexes	Backplant		County Clerk's Index	Monthly Subscription Fee
		From:	From:	Thru:	From:	
1.	Atascosa	01/01/1977	-	-	01/01/1995	\$950
2.	Bastrop	06/05/1902	-	-	01/01/1985	\$950
3.	Bell	01/01/1978	-	-	01/01/1978	\$950
4.	Bexar	01/01/1977	1837	1981	01/01/1837	\$1,950
5.	Brazos	01/01/1957	-	-	01/01/1957	\$950
6.	Caldwell	04/12/1907	-	-	01/01/1992	\$950
7.	Collin	02/02/1974	-	-	01/01/1963	\$950
8.	Comal	01/01/1956	-	-	01/01/1974	\$950
9.	Dallas	01/01/1965	-	-	01/01/1964	\$950
10.	Denton	01/01/1974	-	-	01/01/1876	\$950
11.	El Paso	01/01/1978	1930	1973	01/01/1915	\$950
12.	Ellis	01/01/1925	-	-	01/29/1850	\$950
13.	Grayson	01/01/1946	-	-	01/01/1946	\$950
14.	Guadalupe	01/01/1979	1954	1987	07/31/1970	\$950
15.	Hays	05/27/1907	-	-	01/01/1970	\$950
16.	Hunt	01/01/1979	-	-	01/01/1912	\$950
17.	Johnson	01/01/1907	-	-	06/30/1854	\$950
18.	Kaufman	01/01/1968	-	-	01/01/1968	\$950
19.	Kendall	01/01/1964	-	-	01/01/1983	\$950
20.	Medina	01/01/1969	-	-	09/05/1848	\$950
21.	Nueces	01/01/1979	1846	1983*	01/01/1982	\$950
22.	Parker	01/01/1906	-	-	01/01/1898	\$950
23.	Rockwall	01/01/1979	-	-	10/20/1848	\$950
24.	San Patricio	01/01/1979	-	-	01/01/1998	\$950
25.	Tarrant	01/01/1974	-	-	11/02/1942	\$1,950
26.	Travis	07/01/1938	-	-	07/01/1938	\$950
27.	Williamson	01/01/1915	-	-	01/01/1848	\$950
28.	Wise	01/01/1978	-	-	08/11/1982	\$950

\*Acreage portion; subdivision portion is through 1955