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INDEMNITY AGREEMENT

THIS AGREEMENT (“Agreement”) is made and entered into effective the last date herein written by and between [name of out-of-county title company] (hereinafter “Out-of-County Title Company”), a Texas _____, and [name of Title Data’s customer] (hereinafter “TDI Customer”), a Texas _____.

WITNESSETH:

WHEREAS, TDI Customer, by virtue of various agreements it has with Title Data, Inc. and/or its subsidiaries (the “TDI Contracts”), including without limitation the Master Agreement and/or one or more Subscription Agreements, is authorized to access and use one or more land title evidence plants (a “Title Plant”) maintained by Title Data, Inc. and/or one of its subsidiaries (individually and collectively referred to herein as “TDI”); and

WHEREAS, TDI Customer’s access to and use of a Title Plant is subject to restrictions contained in the TDI Contracts, and TDI Customer is subject to the assessment of liquidated damages by TDI in the event TDI Customer violates any such restrictions; and

WHEREAS, Out-of-County Title Company desires that TDI Customer provide it with title insurance commitments and title insurance policies (collectively the “Title Services”) pertaining to real property situated within a county for which TDI maintains a Title Plant that Out-of-County Title Company is not authorized by contract with TDI to access or use; and

WHEREAS, subject to the restrictions set forth in the TDI Contracts, TDI Customer desires to provide Title Services to Out-of-County Title Company; and

WHEREAS, as an inducement for TDI Customer to provide Out-of-County Title Company with the Title Services, Out-of-County Title Company wishes to indemnify TDI Customer in the manner set forth below.

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

1. INDEMNITY

Out-of-County Title Company hereby agrees to indemnify, protect, save and hold harmless TDI Customer, its successors, assigns, and agents, from and against any and all liabilities, obligations, losses, damages, claims, actions, suits, costs, or expenses (including attorneys' fees) of whatsoever kind or nature imposed on, incurred by, or asserted against TDI Customer which in any way relate to, or arise out of, TDI Customer's providing the Title Services to Out-of-County Title Company, including, without limitation, any liquidated damages assessed by TDI against TDI Customer under a TDI Contract in connection with such Title Services.

2. MISCELLANEOUS

- a. All notices, requests, consents, and other communications required or permitted hereunder and all legal process in regard thereto shall be in writing and delivered either personally, by messenger, by electronic mail, or sent by United States Mail, certified, return receipt requested, postage prepaid to the parties at the following addresses:

TDI Customer:

Out-of-County Title Company:

or such other addresses as any party hereto may, from time to time, designate in writing delivered in a like manner.

- b. Waiver by any party of any breach of any provisions of this Agreement may be made only in writing, and no such waiver shall be deemed to be a breach of any other breach or future breach. Neither this Agreement nor any provision hereof may be changed, altered, or modified except by instrument in writing executed by all parties hereto.
- c. This Agreement is governed by and is to be construed under and in accordance with the laws of the State of Texas. This Agreement evidences the entire agreement between the parties with respect to the subject matter hereof and supersedes any and all prior oral and written agreements and understandings with respect thereto.

IN WITNESS WHEREOF, the parties have executed this Agreement on this _____ day of _____, 20____.

OUT-OF-COUNTY TITLE COMPANY

By: _____
President

TDI CUSTOMER

By: _____
President