



## **Rules**

**[Applies to Houston-area counties *only*]**

The following Rules affecting customers have been promulgated by Title Data and are in addition to any restrictions or limitations set forth in the Master Agreement and/or a Houston-area Subscription Agreement.

### **1. Connectivity**

- A customer may only connect its digital communications network to Title Data's digital communications network when, in the sole judgement of Title Data, (i) the customer's communications network contains sufficient bandwidth, (ii) the customer's personal computers are configured with hardware and software features sufficient to access a Title Plant and the Image Library, and (iii) the connection will not create an undue risk of unauthorized access to a Title Plant or Image Library, or an undue risk of destruction, alteration or impairment of either a Title Plant, the Image Library or Title Data's communications network.
- A customer is only permitted to connect computer equipment to Title Data's communications network of a quantity, configuration and type approved by Title Data.

### **2. Security**

- Before Title Data permits an individual access to a Title Plant or the Image Library, the individual must execute an Access and Use Agreement.
- Computer Prints (aka "run sheets") cannot be furnished to any third party.
- Should an investigation be necessary to confirm a violation of the restrictions Title Data places on access to and use of its records and information, the customer must reimburse Title Data for the cost of such investigation.
- Title Data is authorized to deny any individual access to and use of Title Data's records and information, including without limitation the use of a computer password.
- Digital images of recorded documents obtained from Title Data's Image Library shall only be used by a customer in the normal course of customer's business in connection with the issuance of title insurance or the sale of title information products to bona fide customers who are End Users.
- Title insurance commitments must include a cover letter [the content of which is prescribed by Title Data], restricting to whom the recipient can furnish the commitment or any copies thereof.
- Title insurance commitments provided to an out-of-county title company must include a cover letter [the content of which is prescribed by Title Data] prohibiting the out-of-county title company from using the commitment if it has or will have a business presence in the county to which the commitment pertains.

- City planning letters may only contain record owner, legal description, and the county clerk's file numbers for documents which (i) establish or amend restrictions or (ii) create or amend unsatisfied liens. A title insurance commitment cannot be used in lieu of this limited city planning letter format.

### **3. Administration**

- A shareholder's [or Article IX Licensee's] payment of the monthly invoice must be received in the principal office of Title Data no later than the fifteenth (15th) calendar day of the month or the next business day if the fifteenth (15th) falls on a Saturday, Sunday or holiday observed by the United States Postal Service. Payments received from shareholders [or Licensees] after such due date will incur a \$100 per day late fee. NOTE: this does *not* apply to subscribers.
- Except for the making of hardcopy prints, no duplication of Title Data-furnished microfilm [containing images of documents recorded in the Official Public Records maintained by a county clerk] is permitted.