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SUGGESTED FEE ATTORNEY LANGUAGE

NOTE TO TITLE DATA CUSTOMER: Title Data and its subsidiaries (collectively “Title Data”) recommend that your fee attorney agreements contain terms whereby the fee attorney agrees to be bound by and abide by Title Data’s contractual restrictions regarding access to and use of Title Data’s records and information; you may also wish to include a provision for the fee attorney to reimburse your company for liquidated damages assessed by Title Data. Finally, somewhere in the fee attorney agreement (referred to as “Agreement” below) you should define “Promulgated Insurance Products” to include title insurance commitments, policies, binders, endorsements and other title insurance forms promulgated by the Texas Department of Insurance furnished by your company to the fee attorney.

SUGGESTED LANGUAGE:

1. Closing Attorney acknowledges that _____ (“Title Company”), by virtue of various agreements (the “TDI Contracts”) it has with Title Data, Inc. and/or Title Data, Inc.’s subsidiaries (individually and collectively referred to herein as “TDI”), including without limitation the Master Agreement and/or one or more Subscription Agreements, has the right, subject to restrictions (the “Restrictions”) contained in the TDI Contracts, to (i) access one or more land title evidence plants (a “Title Plant”) and digital libraries of recorded document copies (an “Image Library”) maintained by TDI, (ii) obtain information (the “Retrieved Information”) from one or more Title Plants, (iii) cause such Retrieved Information to be produced in printed form (the “Computer Prints”), and (iv) retrieve copies of recorded documents from one or more Image Libraries. Closing Attorney acknowledges that Title Company has furnished Closing Attorney with copies of the TDI Contracts for its review and examination.
2. Title Company is subject to the assessment of liquidated damages by TDI in the event Title Company violates any Restrictions. By executing this Agreement, Closing Attorney agrees to be bound by the Restrictions to the same extent the Restrictions are applicable to and binding upon Title Company, and not to cause, by action or inaction, directly or indirectly, Title Company to violate a Restriction and/or the terms of a TDI Contract.
3. By executing this Agreement, Closing Attorney acknowledges that the Title Plants, Image Libraries, Computer Prints, and computer software utilized in a Title Plant or an Image Library bear a copyright in favor of TDI. Closing Attorney agrees to honor such copyright and agrees to protect such copyrighted materials from unauthorized duplication or display.

4. By executing this Agreement, Closing Attorney acknowledges that the Title Plants and Image Libraries are trade secret and confidential proprietary information owned by TDI, acquired and/or developed by TDI at great expense, and Closing Attorney agrees to protect such trade secrets against unauthorized disclosure or dissemination to any third party or parties, and further agrees not to communicate or use in any manner such trade secrets, except in accordance with the terms and conditions of this Agreement.
5. Nothing in this Agreement shall prohibit Closing Attorney from entering into an agreement with another Title Insurance Company or Title Insurance Agent to provide the kind of services contemplated by this Agreement. Provided however, if Closing Attorney (i) enters into an agreement to provide the kinds of services contemplated by this Agreement with a Title Insurance Company or Title Insurance Agent which is not authorized by contract with TDI to access the Title Plant or Title Plants pertaining to the county or counties for which Closing Attorney is authorized by this Agreement to represent Title Company or (ii) makes application to the Texas Department of Insurance to become a Title Insurance Agent authorized to issue title insurance for real property situated within a county for which TDI maintains a Title Plant, then Closing Attorney will immediately notify Title Company of such event and shall (a) no longer have the right to receive Promulgated Insurance Products from Title Company and (b) surrender to Title Company all Promulgated Insurance Products, including all copies thereof, within ninety (90) days of the date Closing Attorney takes an action described by (i) or (ii) above.
6. Closing Attorney acknowledges and agrees that (i) all Promulgated Insurance Products are owned by and are the property of Title Company, (ii) Title Company, at its sole option, may enter onto the premises of Closing Attorney during normal business hours to take possession of Promulgated Insurance Products, including all copies thereof, and (iii) Closing Attorney is, upon termination of this Agreement, prohibited from any further use of such Promulgated Insurance Products, including all copies thereof, except as set forth in Paragraph 5 above.
7. [Applies to Houston-area counties *only*] Closing Attorney acknowledges and agrees that he or she shall have no right to receive from Title Company or use any information from a Title Plant which is in the form of an abstract, title report, title opinion, chain-of-title, ownership and encumbrance report, property report, nothing further certificate, limited liability report, ownership report, lien search, real estate information, mineral information and ad valorem tax information (collectively "Title Information Products") and further agrees not to request, obtain or possess such Title Information Products.
8. The provisions of Paragraphs _____ [reference to the above paragraphs] shall survive the termination of this Agreement, however such termination may occur.