

FOR TITLE DATA USE ONLY

NAME: _____

DATE: _____

ACCESS AND USE AGREEMENT: BPO VENDOR EMPLOYEE

NOTE: This form *must* be fully completed and signed by Business Process Outsourcing (“BPO”) Vendor’s Bona Fide Employee *before* such Bona Fide Employee is permitted to access or use Title Data’s records and information.

THIS AGREEMENT (“Agreement”) is executed by the undersigned (henceforth “User”), a Bona Fide Employee of _____ (henceforth “BPO Vendor”), as an express condition to Title Data, Inc. and/or one or more of its subsidiaries (hereinafter collectively referred to as “TDI”), Texas corporations with their principal offices located in Houston, Texas, granting User access to and/or use of TDI’s trade secret records and information located at or accessed from BPO Vendor.

1. TDI RECORDS AND INFORMATION

a. Title Plant

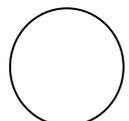
User acknowledges by execution of this Agreement that he or she has been informed by TDI that TDI owns and maintains land title evidence plants (collectively the “Title Plant”) for various Texas counties (collectively the “TDI Counties,” a list of which is available to User at www.titledata.com) comprised of (i) digital images of tract book pages (the “Tract Books,” which pertain only to select TDI Counties), (ii) digital images of take-off cards and Copy Flo pages (which pertain only to select TDI Counties), (iii) computerized general name and geographic indexes (the “Indexes”), (iv) computerized indexes to deeds (the “Deed Records,” which pertain only to select TDI Counties), (v) computerized edits of survey and subdivision information (the “Map Edits”), (vi) computerized maps (the “Acreage Maps,” which pertain only to select TDI Counties) of those portions of a county’s real property which are not contained within a recorded plat, (vii) computerized indexes (commonly referred to as a “grantor/grantee index”), initially prepared by the county clerk in each TDI County, to those documents filed with and recorded by the county clerk which affect title to real property situated within the TDI County, and (viii) computerized information (the “CAD Data”) pertaining to the appraisal of real property situated within the TDI Counties.

b. Image Library

User acknowledges by execution of this Agreement that he or she has been informed by TDI that TDI also owns and maintains digital documents which are reproductions of documents recorded in the TDI Counties’ Official Public Records of Real Property by the county clerks for these counties (collectively referred to herein as the “Image Library”).

2. ACCESS TO THE TITLE PLANT AND IMAGE LIBRARY

Subject to the restrictions and limitations set forth in this Agreement, User may be permitted by BPO Vendor, in the normal course of User’s bona fide employment with BPO Vendor, to access the Title Plant and Image Library for the 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 (a “Computer Print,” one type of which is commonly referred to as a “run sheet”), and (iii) retrieving copies of documents from the Image Library. User agrees not to deliver, exhibit, or furnish a Computer Print to any third party.



3. TDI'S COPYRIGHT

User acknowledges by execution of this Agreement that he or she has been informed by TDI that (i) the Title Plant, Image Library, Computer Prints and computer software utilized in the Title Plant and Image Library bear a copyright in favor of TDI, (ii) TDI is protected from unauthorized duplication or display by federal copyright law, and (iii) TDI's copyrights are very important to TDI. User agrees to honor such copyright and protect such copyrighted materials from unauthorized duplication or display. User further agrees not to reproduce in any manner TDI's copyrighted materials except in the course of User's bona fide employment with BPO Vendor.

4. TDI'S TRADE SECRETS

User acknowledges by execution of this Agreement that he or she has been informed by TDI that the Title Plant and Image Library (i) are trade secret and confidential proprietary information owned by TDI, (ii) were acquired and/or developed by TDI at great expense, (iii) are very important to TDI, and (iv) are protected from unauthorized disclosure or dissemination by federal and state law. User agrees not to appropriate to his or her own use any such records. User further agrees not to copy, communicate, disseminate or use in any manner such records, or any information derived therefrom, except in accordance with User's bona fide employment with BPO Vendor and the terms, conditions, and restrictions contained within this Agreement.

5. FURNISHING INFORMATION TO OTHERS

User agrees never to deliver, exhibit, or furnish Retrieved Information and information derived or obtained from the Computer Prints to any individual or entity, except during the course of User's bona fide employment with BPO Vendor, and then only in the normal course of BPO Vendor's business in connection with the issuance of title insurance policies or the sale of title information products to bona fide customers ("End Users") for their own use and not for resale to others.

6. BPO VENDOR'S RECORDS

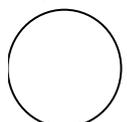
User agrees never to permit any individual or entity access to or use of any portion of BPO Vendor's records which were created or updated through the use of TDI Records and Information.

7. COMPUTER PASSWORD

In the event TDI assigns to User a unique computer password ("Password") to enable User to access and use the Title Plant and Image Library, User agrees not to disclose, exhibit, or furnish such Password to any other individual. In the event User's Password becomes known to any other individual, User agrees to immediately notify TDI of such event. User further agrees (i) not to use another individual's Password, (ii) not to use an electronic device connected to TDI's computer system which has been signed on with another individual's Password, and (iii) not to permit another individual to use an electronic device connected to TDI's computer system which has been signed on with User's Password.

8. REMEDIES

- a. If at any time TDI, in its sole and exclusive judgement, with or without cause, determines that it would be in the best interest of TDI to terminate User's access to and/or use of the Title Plant and Image Library, TDI may do so immediately without any prior notice to User or to BPO Vendor. TDI's foregoing termination right shall not be conditioned in any way upon a breach or threatened breach of this Agreement by User, but shall be exercisable solely at the discretion of TDI.
- b. User acknowledges that disclosure of any confidential information or breach of any other provision of this Agreement shall give rise to irreparable injury to TDI and that money



damages would be an inadequate remedy for any such breach. Accordingly, User acknowledges and agrees that, in the event of a breach or threatened breach by User of any of the terms of this Agreement, in addition to TDI's right to immediately terminate User's access and/or use of the Title Plant and Image Library as set forth in Paragraph 8.a above, TDI may proceed directly against User to enforce any legal or equitable remedies which may be available to TDI as a result of such breach or threatened breach. User acknowledges and agrees that the covenants contained in this Paragraph 8 are necessary for the protection of the legitimate business interests of TDI and are reasonable in scope and content.

9. MISCELLANEOUS

- a. User agrees to be subject to and bound by any additional restrictions TDI may place, from time to time, upon access and use of the Title Plant and Image Library.
- b. User agrees that this Agreement shall be construed under and in accordance with the laws of the State of Texas, and User agrees to submit to an appropriate state or federal court in Houston, Texas for suit alleging any breach of this Agreement.
- c. User acknowledges by execution of this Agreement that he or she has been informed by TDI that TDI will maintain the confidentiality of any personal information set forth below, and that TDI's NPPI Privacy and Security Policy is available to User at www.titledata.com.
- d. User acknowledges that, as part of its routine processing of all password requests, TDI (i) performs a criminal background check and (ii) contacts User to obtain information required to complete processing of the request.
- e. User acknowledges that TDI will permanently revoke User's Password and prohibit User from accessing the Title Plant and Image Library in the event TDI determines that any of the personal information set forth below is false.
- f. **USER ACKNOWLEDGES THAT HE OR SHE HAS READ THIS AGREEMENT, UNDERSTANDS ITS TERMS AND CONDITIONS, AND HAS BEEN GIVEN THE OPPORTUNITY TO MAKE A COPY OF THIS AGREEMENT AND RETAIN SUCH COPY FOR USER'S PERSONAL USE.**

IN WITNESS WHEREOF, User has executed this Agreement on this ____ day of _____, 20____.

User's Signature: _____

Employee Name (please print full legal name (no nicknames and no initials):

Position with the BPO Vendor: _____

Work e-mail address: _____

Date of Birth (mm/dd/yyyy): _____

Have you ever had a Title Data, Inc. password before (Yes or No): _____