

**ACCESS AND USE AGREEMENT  
TITLE COMPANY EMPLOYEE**

NOTE: This form must be fully completed and signed by Title Company's Bona Fide Employee *before* such Bona Fide Employee is permitted to access or use Title Data's records and information.

Title Data, Inc. ("TDI") restricts access to their title plants in the county/counties ("Subject Counties") as noted in its Subscription Agreements and only Bona Fide employees ("Users") of the Subscriber are permitted to access the title plants in the Subject Counties. TDI assigns individual passwords to all Users. Users are not permitted to share passwords with anyone, and Subscriber should immediately notify TDI when a User's employment is terminated with Subscriber or Subscriber no longer wishes User to have access to TDI's title plants.

THIS AGREEMENT ("Agreement") is executed by the undersigned (henceforth "User"), a Bona Fide Employee of \_\_\_\_\_ (henceforth "Title Company"), as an express condition to Title Data, Inc. ("TDI"), 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 Title Company.

**1. TDI RECORDS AND INFORMATION**

**a. Title Plants & Image Library**

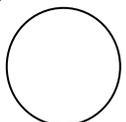
User acknowledges by execution of this Agreement that he or she has been informed by Title Company and TDI that TDI owns and maintains land title evidence plants containing, without limitation, (i) computerized general name and geographic indexes (the "Indexes") to those documents publicly filed in the Subject Counties which affect title to real property situated within such Subject Counties ("Documents"), (ii) computerized edits of the Subject Counties survey and subdivision information (the "Map Edits"), (iii) a computerized index (the "Grantor /Grantee Index"), initially prepared by the Subject Counties County Clerk to those documents filed with and recorded by such County Clerk which affect title to real property situated within the related Subject Counties, (iv) computerized information from the Subject Counties County Central Appraisal District (the "CAD Data") pertaining to the appraisal of real property situated within Subject Counties, (v) digital copies of the title insurance commitments and/or policies related to real property situated within such Subject Counties ("Starters") (vi) certain data relating to the Starters; and (vii) digital documents (each a "Digital Document") which are reproductions of documents recorded by a Subject County's County Clerk in Subject County's Official Public Records or Real Property (the "Official Records"), including without limitation the real property and court case documents, such Digital Documents being collectively referred to as an "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 Title Company, in the normal course of User's bona fide employment with Title Company, 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 Title Company.

**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 Title Company 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 Title Company, and then only in the normal course of Title Company'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. TITLE COMPANY'S RECORDS**

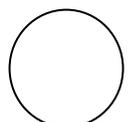
User agrees never to permit any individual or entity access to or use of any portion of Title Company's abstract plant, title plant or other title records which were created or updated through the use of the Title Plant and/or Image Library, including without limitation Title Company's base files, title files, title examinations, title reports, title insurance policies, binders, and commitments, if such individual or entity is prohibited by TDI from benefiting from such 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 Title Company. 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.
- d. User acknowledges that, as part of its routine processing of all password requests, TDI (i) may perform 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):**

First \_\_\_\_\_ Middle \_\_\_\_\_ Last \_\_\_\_\_

**Position with the Title Company:** \_\_\_\_\_

**Work e-mail address:** \_\_\_\_\_

**Phone Number:** \_\_\_\_\_ **Ext:** \_\_\_\_\_

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

Title Data creates a User ID for each employee that consists of a Title Data assigned Company Code plus a 4-digit number that the employee chooses. Every 6 months the employee is prompted by TDI's system to create a new Password and the authentication process requires the entry of this 4-digit number plus the employee's date of birth. It is important that the employee choose a 4-digit number that is easy to remember, such as the last 4 digits of their Social Security Number, etc.

**Employee User ID 4-digit number:** \_\_\_\_\_ **Date of Birth (mm/dd/yyyy):** \_\_\_\_\_

Note that the employee may pick a date other than their date of birth if they prefer, but it must be a date that is easy for them to remember as it is necessary for a password change.

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Portion below to be completed by an authorized representative of the company. If you are unsure who is an authorized representative, please contact [clongoria@titledata.com](mailto:clongoria@titledata.com) to confirm.

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Is the person above a Bona Fide employee (Yes or No): \_\_\_\_\_

If not a Bona fide employee, please list the other companies that employee is currently doing work for.

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

**Special Instructions/Requests:**

(Ex: production center employee, only specific region/county access, shared employee, access to multiple companies, etc.)

Default Company: \_\_\_\_\_ Default County: \_\_\_\_\_

In addition to the Default Company noted above, if your organization has access to multiple affiliated companies in TIMS®, please list any additional companies that you would like this employee to have access to:

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

Please issue a password to the above-named individual. I certify that the information furnished is true and correct to the best of my knowledge and belief.

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_