

COURTHOUSE DIRECT.COM, INC.
“GEO INDEX” SUBSCRIBER AGREEMENT

**ACCESS AND PERMITTED USE AGREEMENT FOR SUBSCRIBER AND ITS AUTHORIZED USERS
OF THECOURTHOUSEDIRECT.COM ADVANCED GEO INDEX**

This “Geo Index” Subscriber Agreement (“AGREEMENT”) is made effective the EFFECTIVE DATE written on the signature page, and in consideration of the covenants, representations, and warranties set forth herein and other good and valuable consideration, between the following parties:

“CHD”: Courthouse Direct.com, Inc.

“Subscriber”: _____

I. Definitions

- a. “Authorized User” or “User,” means the natural person accessing, viewing and using the Website and CourthouseDirect.com Advanced Geo Index System, as authorized by Subscriber and listed on Exhibit A of this Agreement.
- b. “Business of CHD” – CHD is in the business of maintaining databases of records reflecting the contents of publicly recorded instruments affecting title to real property. CHD has created, owns and maintains Internet-based software designed to provide access, user interface and data management services related to these databases.
- c. “Effective Date” means the date that CHD receives an Agreement signed by Subscriber and receives payment from Subscriber for first month’s Access Fee, including applicable taxes.
- d. “Advanced Geo Index” or “Geo Index” means the Software, Databases, and Documentation collectively known as the CourthouseDirect.com Advanced Geo Index System.
- e. “CourthouseDirect.com” means the location on the World Wide Web owned by CHD, its successors or assigns, and made accessible to the Authorized User under the terms and conditions of the Agreement.
- f. “Subscriber” means the entity or person indicated as Subscriber above, its employees, agents, representatives, independent contractors, clients, Authorized User, User, or any other entity or person given a password to access, view and use the Website and the Geo Index System under this Agreement.
- g. “Principal Business Location” means the location designated by Subscriber as its Principal Business Location in the Agreement or other location designated by Subscriber as its Principal Business Location under the terms of the Agreement.
- h. “Remote Location” means a location other than the Principal Business Location of the Subscriber, which is the Authorized User’s Employer or Client in an independent contractor/client relationship with the Authorized User.
- i. “Website” means the CourthouseDirect.com website, or successor website owned by CHD from which the Geo Index is accessible.

II. Purpose

- a. CHD is providing this Agreement to Subscriber to set forth the terms, conditions and stipulations regarding your access and permitted use of the Website. PLEASE READ VERY CAREFULLY ALL OF THE TERMS, CONDITIONS AND STIPULATIONS OF THIS AGREEMENT.

III. Acceptance of Subscription Terms

- a. Unconditional Acceptance. Subscriber understands and agrees that accessing, viewing, or using the Website and the Geo Index System shall be deemed as an unconditional acceptance by Subscriber, its employees and independent contractors, of all the terms, conditions and stipulations of this Agreement entered into by Subscriber.
- b. Owner Right to Change, Modify or Amend. CHD reserves the right, at its sole discretion, to change, modify or amend this Agreement, at any time, and without prior notice to Subscriber.

IV. Term and Termination

- a. Term. Unless sooner terminated in accordance with Section IV, the Agreement will commence on the Effective Date, and continue in effect until either party gives notice of cancellation, delivered to the other party's Principal Business Location. The Agreement will then terminate at the close of business on the last day of the month during which the notice was received. Either party may cancel this Agreement at any time for any reason or for no reason by providing such notice.
- b. Termination.
 - i. Breach. CHD may immediately terminate this Agreement upon written notice to Subscriber for any breach of any warranty, covenant, license restriction, or other provision of this Agreement.
 - ii. Failure to Pay. CHD may immediately terminate this Agreement if Subscriber fails to make timely payment of monies owed, if Subscriber's credit card expires, if Subscriber's credit card charges are refused or charged back to CHD or its designee, if charges to Subscriber's LegalEase account are not accepted or are charged back to CHD.
 - iii. Mutual Consent. The parties may terminate this Agreement by mutual consent upon such terms as they may agree in writing.
 - iv. Insolvency/Bankruptcy. This Agreement shall terminate automatically and without notice, to the extent permitted by applicable law in the jurisdiction or jurisdictions in question (e.g. bankruptcy law), if Subscriber files a petition in bankruptcy, or is the subject of an involuntary petition in bankruptcy that is not dismissed within sixty days after the effective filing date thereof; or is or becomes insolvent; or admits of a general inability to pay its debts as they become due.
 - v. Post Termination. The parties shall comply with their respective post-termination obligations including monetary liabilities and payment obligations hereunder, which shall continue unabated and without prejudice.

V. Fees; Billing and Payment

- a. Access Fees. Subscriber shall pay to CHD an Access Fee of as set forth in Exhibit A of this Agreement on a per month and per County basis, plus any federal, state or local excise, sales, use or other taxes or other assessments or fees imposed by an governmental authority which are required to be paid by CHD as a result of any goods or services furnished by CHD pursuant to this Agreement. The Access Fees are due and payable in advance of the month of service. CHD has the right to adjust the Access Fee at any time after giving Subscriber 10 days' written notice.
- b. User Fee. In addition to the Access Fee, Subscriber shall pay to CHD, a User Fee as set forth in Exhibit A of this Agreement on a per month, per county, basis for each individual Authorized User. Subscriber shall request an individual password for each Authorized User. Each Subscriber must have at least one User and pay one User Fee for the term of the Agreement.
- c. Image Fees. If Subscriber elects to purchase electronic images of documents, Subscriber will be charged a per document image fee as set forth in Exhibit A of this Agreement by CHD, plus any federal, state or local excise, sales, use or other taxes. The Image Fees are due and payable on the first day of the month following the month of service. CHD does not represent or warrant that all real property documents or any document or record filed in the county are available online. CHD has the right to adjust its Image Fee at any time.
- d. Billing; Payment. Invoices for the Access Fees and Image Fees, including all taxes owing, shall be due and payable at Courthouse Direct.com, Inc., P.O. Box 70558, Houston, TX 77270, or such other address or by electronic means as CHD may designate, no later than the tenth (10th) day of the month in which presented. Such amounts shall be due and payable in accordance with the Form of Payment indicated on the signature page on the Due Date as stated on the invoice. CHD is authorized to make charges to Subscriber's credit card or "LegalEase" account, as indicated on the signature page. All delinquent payments shall bear interest at the rate of eighteen percent (18%) per annum or the maximum rate that may lawfully be charged under applicable state or federal law, whichever is less.

If payment is not received by CHD by the tenth (10th) day of the month in which the invoice is presented, CHD may suspend Subscriber's access or any Authorized User's access to the Geo Index and may immediately terminate this Agreement.

- VI. Password Restrictions
- a. Authorized User(s). Subscriber must indicate its user(s) and authorize their access to the Geo Index by listing users on Exhibit A of this Agreement. Subscriber must execute a new Exhibit A to make any changes regarding its Authorized User(s).
 - b. One Password. Each Authorized User will be assigned one (1) unique Password. CHD reserves the unconditional right to terminate a User password at any time for any reason or no reason. CHD shall not be liable to Subscriber or any other party for any claims related to the termination of any User's password.
 - c. Confidentiality. Passwords are highly confidential. Users are required to treat Passwords as high confidential, and Subscriber agrees that its Users will not share their Password with other Users or any other person or party for any purpose. Subscriber and its Users shall not disclose their passwords to any other User or any other person or party for any purposes. Subscriber and its Users shall not permit use of a password by any other User or any other person or party for any purpose. Subscriber is responsible to CHD for any unauthorized use of passwords by its Users, employees, client, or contractor. CHD agrees to maintain passwords in secure conditions using reasonable security for the protection of the passwords. Subscriber and its Users agree not to possess or use the password of any other Authorized User.
- VII. Confidential and Proprietary Information
- a. Subscriber agrees and acknowledges that the data and information contained in the Geo Index System are confidential and proprietary information, whose use and disclosure is restricted by this Agreement. Subscriber agrees not to disclose the nature, character, or details of the Geo Index System to any third party, without the prior written approval of CHD. Subscriber agrees to maintain the Confidential and Proprietary information in secure conditions using reasonable security measures.
- VIII. Reports of Third-Party Misappropriation
- a. Subscriber, for, and on behalf of itself and its Users, agrees to immediately report to CHD any attempt by any person or any other party of which you have knowledge:
 - i. To use or disclose the Confidential and Proprietary Information without the authorization of CHD, or
 - ii. To copy, download, distribute, disseminate, reverse assemble, reverse compile or otherwise reverse engineer any part of the Geo Index System, or the data or information contained therein, or,
 - iii. To retrieve information with robots or by any automated means, or by any other method of accessing or using the data or information contained in the Geo Index or other services provided on the Website other than methods provided for on the Website. The following are examples, not an exhaustive list, of prohibited actions: (a) screen scraping text data; (b) pulling images from the Website to avoid the charge for the document; (c) framing of the Website by another Website.
- IX. Waiver of Liability; Limitations of CHD's Liability
- a. Limitations of Liability for Geo Index content. Subscriber expressly agrees, understands, and acknowledge that CHD shall not be liable to Subscriber, User, underwriter, or other insurer of Subscriber or any other party for mistakes, errors, inaccuracies, or deficiencies in the Geo Index, or in any posting, extension, addition, continuation, supplement or update to the Geo Index.
 - b. Limitations of Liability for Breach. Subscriber expressly agrees, understands, and acknowledge that CHD shall not be liable to Subscriber for any losses, claims, expenses, or damages, including consequential damages, sustained by Subscriber, its Users, underwriters, other insurer or any other party as a result of, or arising from, any breach by CHD of its obligations under this Agreement, including without limitation any error, mistake, negligence, or omission made by CHD in the preparation, compilation and assembly of the Geo Index or in the distribution of data or information of any kind furnished by CHD to Subscriber or any User.
 - c. Limitations of Liability to Third Parties. Subscriber expressly agrees, understands, and acknowledge that any liabilities and obligations to third parties as a result of any mistakes, errors, inaccuracies and deficiencies in the Geo Index or the data or information contained in

- the Geo Index, occurring after the effective date of this Agreement, shall be the responsibility of, and paid by the Subscriber.
- d. Cost Represents Limitations of Liability. Subscriber further acknowledges and agrees that the cost of the goods and services provided by CHD pursuant to this Agreement are calculated and based upon the sales price of such goods and services without warranty and without liability for negligence to CHD or its Users or other party, and but for these terms and conditions, the cost of such goods and services would be significantly greater.
- X. Value Acknowledgement.
- a. CHD agrees that the preparation, compilations, assembly and maintenance of the Geo Index, and permitting access over the Internet to the Geo Index, requires great expense, risk, unique and extraordinary expertise and skill, and is a difficult, complex task. The Geo Index and the data and information contained in the Geo Index, have a value greatly exceeding the bare cost of obtaining and copying the data and information because of the great expense, unique and extraordinary expertise and skill required to accomplish the difficult, complicated task of preparing, compiling, assembling and maintaining the Geo Index and permitting access over the Internet.
- XI. Entitlement to Injunctive Relief.
- a. CHD expressly agrees the damage and loss CHD would suffer from the wrongful downloading, distribution or dissemination of the Geo Index, or the data or information contained in the Geo Index, cannot be reasonable or adequately compensated by damages in any legal proceeding and that the downloading, distribution or disseminations of the Geo Index or the data or information contained in the Geo Index would cause CHD irreparable injury and damage. Subscriber expressly agrees that CHD shall be entitled to injunctive and other equitable relief in the event of, or to prevent, a breach of any term, obligation, covenant, condition, or agreement, including but not limited to the downloading, distribution, or dissemination of the Geo Index or the data or information contained in the Geo Index, of this Agreement.
- XII. Copyright.
- a. Subscriber acknowledges that United States copyright laws and international treaty provisions protect the Geo Index System. Subscriber agrees to treat the Geo Index System like any other copyrighted material; provided, however, you may download and print search results of the Geo Index as permitted in this Agreement. Subscriber agrees to honor such copyright and agrees to protect such copyrighted materials from unauthorized use, download, duplication, distribution or display. Subscriber further agrees not to copy, reproduce, transmit or redistribute in any manner CHD's copyrighted materials, except as permitted in this Agreement.
- XIII. Non-compete.
- a. Subscriber agrees not to compete with the business of CHD or to provide assistance to a competitor or would-be competitor of CHD for a period of three (3) years subsequent to the expiration or termination of this Agreement within any of the counties for which CHD maintains access to in the Geo Index. Subscriber agrees not to provide access to the Geo Index System, or any of its components, to anyone who is not an Authorized User.
- XIV. Trademarks.
- a. The Trademarks, logos and service marks (collectively known as "Trademarks") displayed on the Website are the Trademarks of CHD. Nothing contained on the Website should be construed as granting, by implication, estoppel or otherwise, any license or right to use any of the Trademarks displayed on the Website without the express written consent of CHD. Subscriber's use of the Trademarks displayed on the Website is expressly prohibited. Subscriber is also advised that CHD will vigorously enforce its intellectual property rights to the fullest extent of the law, including seeking criminal prosecution.
- XV. Risk of Loss.
- a. Subscriber is accessing, using and browsing the Website at Subscriber's own risk. Neither CHD nor any other party involved in creating, producing, or delivering the Website is liable for any direct, incidental, consequential, indirect, special or punitive damages arising out of

Subscriber's use of the Website or the Geo Index System. Without limited the foregoing, CHD also assumes no responsibility, and shall not be liable for, any damages to, or viruses that may infect Subscriber's computer equipment or other property of any kind on account of Subscriber's access, using and browsing the Website or the Geo Index System.

XVI. General Provisions

- a. Electronic Acceptance/Counterparts. This Agreement may be accepted electronically, in as many counterparts as may be required by CHD, and it shall not be necessary that the signature of, or in behalf of, any party appear on the electronically accepted Agreement or any electronically accepted counterpart.
- b. Assignability. CHD reserves the right to assign its full interest in this Agreement. This Agreement is not assignable by Subscriber.
- c. Severability. CHD agrees that each term and condition is indispensable to the general purpose of this Agreement. If any term or condition in this Agreement should be held invalid or unenforceable by a final judgment of a court of competent jurisdiction, CHD shall have the right to terminate this Agreement at its sole discretion.
- d. Captions. The captions or headings of paragraphs or sections in this Agreement are inserted for convenience only, and shall not be considered in construing or interpreting the terms or conditions of this Agreement.
- e. Time is of the Essence. Time shall be of the essence with respect to each and every term and condition of this Agreement.
- f. Entire Agreement. This Agreement constitutes the entire agreement between CHD and Subscriber, and supersedes all prior discussions, understandings and agreements. This Agreement shall not be changed, modified or amended except as posted by CHD to the Website or by a separate written agreement executed by CHD and Subscriber.
- g. Attorney's Fees. If CHD shall institute an action against you for breach of this Agreement, CHD is entitled to collect from Subscriber all charges, expense, fees, court costs, expert witness fees, and actual attorney's fees incurred by CHD.
- h. Governing Law. To the extent necessary, all aspects of this Agreement shall be construed, enforced and governed according to and by the laws of the United States of America, and where state law is necessary, the laws of the State of Texas. You agree all causes of action regarding this Agreement shall be maintained in Harris County, Texas.
- i. Compliance with Applicable Law. CHD agrees to comply with all federal, state and local laws applicable to the access and use of the Website and the use of the data, information or materials obtained from the Website or the Geo Index System in any transaction or transactions where the data, information or materials are used.
- j. Notices. All notices or other communications required or desired to be given pursuant to this Agreement shall be in writing and shall be considered properly given if mailed by first class United States mail, prepaid postage, registered or certified with return receipt required, or delivered by overnight delivery service. The address for notices and other communications is stated on the signature page.

This "GEO INDEX" SUBSCRIBER AGREEMENT has been duly executed by the parties as of the latest date signed below.

CHD: Courthouse Direct.com, Inc.

By: _____
Authorized Signature

Name: Paul Cones or Marian Cones
Title: President Vice President

Signature Date: _____

Address: 9800 Northwest Freeway, Suite 400
Houston, TX 77092

Phone: 713-683-0314

Fax: 713-683-0493

E-mail: pcones@courhousedirect.com or mcones@courhousedirect.com

SUBSCRIBER:

By: _____
Authorized Signature

Print Name: _____

Title: _____

Date: _____

Credit Card Statement Address:

Address: _____

Phone: _____

Fax: _____

E-mail: _____

Form of Payment, Payment Authorization:

_____ Charge my credit card account (circle one): [MasterCard] [Discover] [Visa] [American Express]
Account No: _____

Expiration Date: ____ ____ ____ Cardholder Signature: _____

_____ Charge my LegalEase account, Card Number: 5 0 0 6 7 9 _____

I authorize payment of all amounts due under this Agreement as indicated above.

Payment Authorization (Signature): _____

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OF THECOURTHOUSEDIRECT.COM ADVANCED GEO INDEX**

“Exhibit A”

Geo Index Fees

Current Records:

Access Fee \$300 per month, per county
User Fee \$50 per month, per user, per county
Image Fee \$1.50 per document

Historical Records:

User Fee See Below, per user, per county
Image Fee \$.50 per image

Authorized Users:

Subscriber must submit a separate “Exhibit A” for each individual Authorized User and indicate the Counties they are authorized to access under Subscriber’s Agreement. Subscriber is responsible for any and all charges incurred by Users. Subscriber must report any changes to this Exhibit A by executing a new Exhibit A, signed by Subscriber. Initial each county for which User’s access has been authorized below.

_____ *Last Name of Authorized User (Printed)*

_____ *First Name of Authorized User (Printed)*

County	User Fee Current Records	Authorized Access to Current Records	User Fee Historical Records	Authorized Access to Historical Records	
Bexar	\$50		\$1,500		
Brazoria	\$50		\$1,500		
Collin	\$50		\$1,500		
Dallas	\$50		\$1,500		
Denton	\$50		\$1,500		
El Paso	\$50		not available		
Fort Bend	\$50		\$1,500		
Galveston	\$50		\$1,500		
Harris	\$50		\$1,500		
Johnson	\$50		\$1,500		
Montgomery	\$50		\$900		<i>Historical includes only Grantor-Grantee Index</i>
Palo Pinto	\$50		not available		
Parker	\$50		\$1,500		
Tarrant	\$50		\$1,500		
Travis	\$50		\$1,500		
Williamson	\$50		\$1,500		
Wise	\$50		\$1,500		

Date: _____

Authorized by: _____
Authorized Representative of Subscriber

For Internal Use

Ref by: _____

Access Date: _____

Cancel Date: _____

DP: _____