

Purchase and Prohibition Against Reproduction Agreement

This Agreement ("AGREEMENT") is made effective the Effective Date written on the signature page, and in consideration of the covenants and consideration set forth herein and other good and valuable consideration, between the following parties:

Courthouse Direct.com, Inc.. ("CHD") – (Seller)
9800 Northwest Frwy., Suite 400
Houston, Texas 77092

and

_____ ("Purchaser")

WITNESSETH:

WHEREAS, PURCHASER desires to purchase copies of Plat records for _____ County(ies) in an electronic format (CDRom/DVD) known here as "Map Records Images" from SELLER; and,

WHEREAS, SELLER has spent several thousand dollars scanning and indexing plats and maps into an electronic format; and,

WHEREAS, PURCHASER desires to access and use all or a portion of the records scanned by SELLER upon the terms and conditions set forth herein; and

WHEREAS, SELLER desires to permit PURCHASER to access and use all or a portion of the records scanned by SELLER upon the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the premises and mutual consideration hereinafter set forth, the parties hereby agree as follows:

RESTRICTED ACCESS AND USE

Map Records Images are the property of PURCHASER but **MAY NOT BE RESOLD, TRANSFERRED, GIFTED, OR OTHERWISE SHARE WITH** any other party without the express written consent of SELLER whether on CD-Rom, DVD, the Internet or and other medium. PURCHASER agrees not to allow or permit the general public or other third parties to access the Map Record Images. Map Record Images are specifically for use by PURCHASER. PURCHASER agrees to use the Map Record Images for its own use.

TERM OF AGREEMENT

This term of this AGREEMENT is perpetual. This AGREEMENT may be terminated at any time by mutual agreement.

ENTIRE AGREEMENT

This AGREEMENT constitutes the entire agreement and understanding between the parties. This AGREEMENT supersedes any prior understanding or agreement, oral or written, regarding this AGREEMENT. There are no terms, obligations, covenants, conditions or agreements between the parties other than those contained in this AGREEMENT.

ASSIGNABILITY BY PURCHASER

Neither this AGREEMENT nor any rights, interests or obligations under this AGREEMENT may be assigned, transferred, leased or sold or otherwise conveyed by PURCHASER without the prior written consent of SELLER.

FORCE MAJEURE

It is expressly understood and agreed that in the event the performance of any term, obligation, covenant, condition, agreement, or undertaking of PURCHASER or SELLER contained in this AGREEMENT is delayed by reason of fire, flood, explosion, acts of God, war, terrorism, revolution, civil disturbance, civil commotion, governmental restrictions, regulations or interference, embargos, strikes or other circumstance beyond the reasonable control of PURCHASER or SELLER, PURCHASER or SELLER shall be excused from doing or performing the same during the period of such delay.

NO WARRANTY OR REPRESENTATION

SELLER DOES NOT WARRANT OR REPRESENT THAT THE ENTIRE MAP RECORD IMAGES ARE IN THE MAP RECORD IMAGES DATABASE. SELLER DISCLAIMS ANY AND ALL OTHER WARRANTIES, CONDITIONS, OR REPRESENTATIONS (EXPRESS OR IMPLIED, ORAL OR WRITTEN), WITH RESPECT TO THE MAP IMAGES DATABASE OR ANY PART THEREOF, INCLUDING ANY AND ALL IMPLIED WARRANTIES OR CONDITIONS OF TITLE, NONINFRINGEMENT, MERCHANTABILITY, OR FITNESS OR SUITABILITY FOR ANY PURPOSE, WHETHER ALLEGED TO ARISE BY LAW, BY REASON OR CUSTOM OR USAGE IN THE TRADE, OR BY COURSE OF DEALING.

The Effective Date of this AGREEMENT is the _____ day of _____, 2006.

AGREED AND ACCEPTED:
Courthouse Direct.com, Inc.

AGREED AND ACCEPTED:

By: _____

By: _____

Paul Cones
President

Printed Name

9800 Northwest Frwy.
Suite 400
Houston, Texas 77092
P:713-683-0491
F:713-683-0493

Company

Address

Phone: _____