

COURTHOUSE DIRECT.COM, INC.
“GEO INDEX” AND SOFTWARE LICENSE AGREEMENT

**ACCESS AND PERMITTED USE AGREEMENT FOR LICENSEE AND ITS AUTHORIZED USERS
OF THE COURTHOUSEDIRECT.COM ADVANCED GEO INDEX**

This “Geo Index” and Software License 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:

LICENSOR: Courthouse Direct.com, Inc.
9800 Northwest Freeway, Suite 400
Houston, Texas 77092
Phone: 713-683-0491
Fax: 713-683-0493

LICENSEE: Company Name:
Company Address:
City, State Zip:
Phone:

ACCESS FEES, DATA COVERAGE, AND AUTHORIZED USERS; SEE “EXHIBIT A”

1) 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 Licensee and listed on Exhibit A of this Agreement.
- b) “Business of Licensor” – Licensor is in the business of maintaining databases of records reflecting the contents of publicly recorded instruments affecting title to real property. Licensor 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 Licensor receives an Agreement signed by Licensee.
- 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 Licensor, its successors or assigns, and made accessible to the Authorized User under the terms and conditions of the Agreement.
- f) “Licensee” means the entity or person indicated as Licensee 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 Licensee as its Principal Business Location in the Agreement or other location designated by Licensee 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 Licensee, 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 Licensor from which the Geo Index is accessible.

2) Purpose

- a) Licensor is providing this Agreement to Licensee 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.

3) **Acceptance of License Terms**

- a) Unconditional Acceptance. Licensee understands and agrees that accessing, viewing, or using the Website and the Geo Index System shall be deemed as an unconditional acceptance by Licensee, its employees and independent contractors, of all the terms, conditions and stipulations of this Agreement entered into by Licensee.
- b) Owner Right to Change, Modify or Amend. Licensor reserves the right, at its sole discretion, to change, modify or amend this Agreement, based on a thirty (30) day notice provided to Licensee.

4) **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 30 days' notice of cancellation, delivered to the other party's Principal Business Location. Either party may cancel this Agreement at any time for any reason or for no reason by providing the other party a 30-day notice of cancellation.
- b) Termination.
 - i) Breach. Licensor may immediately terminate this agreement upon written notice to Licensee for any breach of any warranty, covenant, license restriction, or other provision of this Agreement.
 - ii) Failure to Pay. Licensor may immediately terminate this agreement if Licensee fails to make timely payment of monies owed, if Licensee's credit card expires, if Licensee's credit card charges are refused or charged back to Licensor or its designee, if charges to Licensee's LegalEase account are not accepted or are charged back to Licensor.
 - iii) 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 Licensee 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.
 - iv) 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.

5) **Fees; Billing and Payment**

- a) Access Fees. Licensee shall pay to Licensor an Access Fee for all plants listed on Exhibit "A"; plus any federal, state or local excise, sales, use or other taxes or other assessments or fees imposed by a governmental authority which are required to be paid by Licensor as a result of any goods or services furnished by Licensor pursuant to this Agreement. The Access Fees are due and payable in advance of the month of service and billing begins on the first day of usage after final approval of the agreement. Licensor has the right to adjust the Access Fee at any time after giving Licensee 30 days' written notice.
- b) Seat License Fee per Authorized User. In addition to the Access Fee, Licensee shall pay to Licensor, a Seat License Fee as shown on Exhibit "A", for each individual Authorized User. Licensee shall request an individual password for each Authorized User. Each Licensee must have at least one Seat License and pay one Seat License Fee for the term of the Agreement.
- c) Image Fees. If Licensee elects to purchase electronic images of documents, Licensee will be charged a per document image fee by Licensor as shown on Exhibit "A", plus any federal, state or local excise, sales, use or other taxes. The price per document, Historical/Backplant Images, Starter and Base files, Historical Plats are defined by Exhibit "A". Licensor does not represent or warrant that all real property documents or any document or record filed in the county are available online. Licensor has the right to adjust its Image Fee at any time by providing 30 day notice to Licensee.
- 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., 9800 Northwest Freeway, Suite 400, Houston, Texas 77092, or such other address or by electronic means as Licensor 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. Licensor is authorized to make charges to Licensee'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 Licensor by the tenth (10th) day of the month in which the invoice is presented, Licensor may suspend Licensee's access or any Authorized User's access to the Geo Index and may immediately terminate this agreement.

6) Password Restrictions

- a) Authorized User(s). Licensee must indicate its user(s) and authorize their access to the Geo Index by listing users on Exhibit A of this Agreement. Licensee 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. Licensor reserves the unconditional right to terminate a User password for any reason or no reason, providing a five (5) day notification before termination. Licensor shall not be liable to Licensee 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 Licensee agrees that its Users will not share their Password with other Users or any other person or party for any purpose. Licensee and its Users shall not disclose their passwords to any other User or any other person or party for any purposes. Licensee and its Users shall not permit use of a password by any other User or any other person or party for any purpose. Licensee is responsible to Licensor for any unauthorized use of passwords by its Users, employees, client, or contractor. Licensor agrees to maintain passwords in secure conditions using reasonable security for the protection of the passwords. Licensee and its Users agree not to possess or use the password of any other Authorized User.

7) Confidential and Proprietary Information

- a) Licensee 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. Licensee agrees not to disclose the nature, character, or details of the Geo Index System to any third party, without the prior written approval of Licensor. Licensee agrees to maintain the Confidential and Proprietary information in secure conditions using reasonable security measures.

8) Reports of Third-Party Misappropriation

- a) Licensee, for, and on behalf of itself and its Users, agrees to immediately report to Licensor 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 Licensor, or
 - ii) To 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.

9) Waiver of Liability; Limitations of Licensor's Liability

- a) **Limitations of Liability for Geo Index content.** Licensee expressly agrees, understands, and acknowledge that Licensor shall not be liable to Licensee, User, underwriter, or other insurer of Licensee 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.** Licensee expressly agrees, understands, and acknowledge that Licensor shall not be liable to Licensee for any losses, claims, expenses, or damages, including consequential damages, sustained by Licensee, its Users, underwriters, other insurer or any other party as a result of, or arising from, any breach by Licensor of its obligations under this Agreement, including without limitation any error, mistake, negligence, or omission made by Licensor in the preparation, compilation and assembly of the Geo Index or in the distribution of data or information of any kind furnished by Licensor to Licensee or any User.
- c) **Limitations of Liability to Third Parties.** Licensee 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 Licensee.
- d) **Cost Represents Limitations of Liability.** Licensee further acknowledges and agrees that the cost of the goods and services provided by Licensor 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 Licensor or its Users or other party, and but for these terms and conditions, the cost of such goods and services would be significantly greater.

10) Value Acknowledgement.

- a) Licensee 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.

11) Entitlement to Injunctive Relief.

- a) Licensee expressly agrees the damage and loss Licensor 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 Licensor irreparable injury and damage. Licensee expressly agrees that Licensor 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.

12) Copyright.

- a) Licensee acknowledges that United States copyright laws and international treaty provisions protect the Geo Index System. Licensee 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. Licensee agrees to honor such copyright and agrees to protect such copyrighted materials from unauthorized use, download, duplication, distribution or display. Licensee further agrees not to copy, reproduce, transmit or redistribute in any manner Licensor's copyrighted materials, except as permitted in this Agreement.

13) Non-compete.

- a) Licensee agrees not to compete with the business of Licensor or to provide assistance to a competitor or would be competitor of Licensor for a period of three (3) years subsequent to the expiration or termination of this Agreement within any of the counties of Texas for which Licensor maintains access to in the Geo Index. Licensee agrees not to provide access to the Geo Index System, or any of its components, to anyone who is not an Authorized User.

14) Trademarks.

- a) The Trademarks, logos and service marks (collectively known as "Trademarks") displayed on the Website are the Trademarks of Licensor. 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 Licensor. Licensee's use of the Trademarks displayed on the Website is expressly prohibited. Licensee is also advised that Licensor will vigorously enforce its intellectual property rights to the fullest extent of the law, including seeking criminal prosecution.

15) Risk of Loss.

- a) Licensee is accessing, using and browsing the Website at Licensee's own risk. Neither Licensor 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 Licensee's use of the Website or the Geo Index System. Without limited the foregoing, Licensor also assumes no responsibility, and shall not be liable for, any damages to, or viruses that may infect Licensee's computer equipment or other property of any kind on account of Licensee's access, using and browsing the Website or the Geo Index System.

16) General Provisions

- a) Electronic Acceptance/Counterparts. This Agreement may be accepted electronically, in as many counterparts as may be required by Licensor, 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. Licensor reserves the right to assign its full interest in this Agreement. This Agreement is not assignable by Licensee.
- c) Severability. Licensor 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, Licensor 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 Licensor and Licensee, and supersedes all prior discussions, understandings and agreements. This Agreement shall not be changed, modified or amended except as posted by Licensor to the Website or by a separate written agreement executed by Licensor and Licensee.
- g) Attorney's Fees. If Licensee breaches this Agreement by failing to pay amounts when due, Licensor is entitled to reasonable attorney's fees if the account is not paid and a lawsuit is filed.
- 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. Licensor 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 requires, or delivered by overnight delivery service. The address for notices and other communications is stated on the signature page.

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

LICENSOR:

Courthouse Direct.com, Inc.

By: _____
Authorized Signature

Name: Marian Cones or Paul Cones
Title: CEO President

Signature Date: November 16, 2015

Address: 9800 Northwest Freeway, Suite 400
Houston, TX 77092
Phone: 713-683-0314
Fax: 713-683-0493
E-mail: mcones@courthousedirect.com or pcones@courthousedirect.com

LICENSEE:

By: _____
Authorized Signature

Print Name: _____

Title: _____

Date: _____

Address: _____

Phone: _____

Fax: _____

E-mail: _____

Form of Payment, Payment Authorization:

___ Charge my credit card account (circle one): [MasterCard] [Discover] [Visa] [American Express]

First and Last name that appears on the card: _____

Card Number: _____

Expiration Date: ___ / ___ Cardholder Signature _____

Billing Address for this card: _____ State: _____ Zip: _____

___ 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): _____

“Exhibit A”

CourthouseDirect.com, Inc.,

Access Fees:

All Counties: \$1200.00 per month (Excludes Documents);
 Single County Pricing: \$300 per county, per month (Excludes Documents);
 Seat License: \$50.00 per user;
 Price per document: \$1.50

Historical File Viewer Pricing

Folder Type	Per View Price	Per Download Price
Deeds & Scanned Indexes (File Viewer)	Free	\$1.00
Grantor/Grantee Indexes (File Viewer)	Free	N/A
Plat Maps	Free	\$2.00
Starter/Base/Plat Masters	\$1.00	\$1.00
Starters	\$1.00	\$1.00

County Data Coverage:

Bell	<input type="checkbox"/>	Jefferson	<input type="checkbox"/>
Bexar	<input type="checkbox"/>	Johnson	<input type="checkbox"/>
Brazoria	<input type="checkbox"/>	Kaufman	<input type="checkbox"/>
Cameron	<input type="checkbox"/>	Kendall	<input type="checkbox"/>
Collin	<input type="checkbox"/>	Lubbock	<input type="checkbox"/>
Comal	<input type="checkbox"/>	Madison	<input type="checkbox"/>
Coryell	<input type="checkbox"/>	Matagorda	<input type="checkbox"/>
Dallas	<input type="checkbox"/>	Midland	<input type="checkbox"/>
Deaf Smith	<input type="checkbox"/>	Montgomery	<input type="checkbox"/>
Denton	<input type="checkbox"/>	Nueces	<input type="checkbox"/>
Dimmit	<input type="checkbox"/>	Oldham	<input type="checkbox"/>
Ector	<input type="checkbox"/>	Parker	<input type="checkbox"/>
El Paso	<input type="checkbox"/>	Potter	<input type="checkbox"/>
Ellis	<input type="checkbox"/>	Randall	<input type="checkbox"/>
Ft. Bend	<input type="checkbox"/>	Rockwall	<input type="checkbox"/>
Galveston	<input type="checkbox"/>	Smith	<input type="checkbox"/>
Glasscock	<input type="checkbox"/>	Tarrant	<input type="checkbox"/>
Guadalupe	<input type="checkbox"/>	Travis	<input type="checkbox"/>
Harris	<input type="checkbox"/>	Victoria	<input type="checkbox"/>
Hays	<input type="checkbox"/>	Waller	<input type="checkbox"/>
Hemphill	<input type="checkbox"/>	Webb	<input type="checkbox"/>
Henderson	<input type="checkbox"/>	Williamson	<input type="checkbox"/>
Hunt	<input type="checkbox"/>	Wise	<input type="checkbox"/>

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

The following is a list of users authorized by Licensee to access the “Geo-Index” under Licensee’s Agreement. Licensee is responsible for any and all charges incurred by Users. Licensee must report any changes to this Exhibit A by executing a new Exhibit A, signed by Licensee.

	<u>Authorized User</u>	<u>Email</u>
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		

Date: _____