



Orders Gateway and PropertyInfo Title Search Services Vendor Agreement

Thank you for your interest in becoming a vendor for PropertyInfo Title Search Services. As a member of the Orders Gateway vendor network, you will be given the opportunity to gain business from clients all over the United States. You will receive the orders from a single source, and you will be able to track all of your orders via our website, www.ordersgateway.com. We also have a team of title experts on staff to answer customer questions, reducing the number of unnecessary customer emails directed into your office.

As a division of Stewart Title, you can be confident that PropertyInfo will ensure you are paid in a consistent and timely manner. You will find our policies on payments, as well our other guidelines, contained within the vendor packet. Please do not hesitate to reach out to me if you ever have a question on any of PropertyInfo Title Search Services' policies.

Enclosed you will find an overview of our standard products, as well as our new vendor form for you to complete. I have also attached a description of our most common products. Once we receive your completed vendor packet, we will setup a quick tutorial on how to use Orders Gateway.

I appreciate your interest in joining our vendor network and look forward to working with you soon.

Sincerely,

A handwritten signature in black ink that reads "Eric Lamborn". The signature is written in a cursive, flowing style.

Eric Lamborn
Director of Implementation – Orders Gateway
PropertyInfo Corporation, a Stewart Company
elamborn@propertyinfo.com
Direct: 410-335-2744 x1226
Fax: 410-335-6399

Please return these completed forms to:
OGSupport@PropertyInfo.com



Orders Gateway

Please provide us the following information to ensure your account is setup properly:

ABSTRACTOR COMPANY INFORMATION	
Company Name:	
Company Address:	
Billing Address: (Only if Different)	
Phone & Fax:	Phone: <input type="text"/> Fax: <input type="text"/>
Email Notification Information	
Contact Name & Email: (who needs to get search order notification)	Name: <input type="text"/> Email: <input type="text"/>
Accounting Email: (who needs to get monthly statement)	Email: <input type="text"/>
USER(S) INFORMATION	
Orders Gateway User 1:	Name: <input type="text"/>
	Email: <input type="text"/>
Orders Gateway User 2:	Name: <input type="text"/>
	Email: <input type="text"/>
Orders Gateway User 3:	Name: <input type="text"/>
	Email: <input type="text"/>



ABSTRACTING REQUIREMENTS

CURRENT OWNER SEARCH & OWNER AND ENCUMBRANCE REPORT

- Searched back from the present through one's-length conveyance
- Full copy(ies) of Deeds in chain of title
- Copies of pertinent pages of any and all open mortgages or liens
- Search of all relevant courts in the jurisdiction for judgments or open cases against any and all parties in title
- Copies of any liens, judgments, open cases
- Report Property Tax information: if property is subject to a tax authority that is NOT checked, it must be clearly stated on report and contact information for that tax authority should be provided. Property Tax Information includes the following: tax type, tax period, name of tax authority, tax bill period due dates, tax bill period amounts and pay status, assessed values if available, and any and all special tax assessments and benefits, and any and all tax delinquencies.
- Full copies of any exception (easement, right of way, restriction, matter of record) filed during search period.
- Turn Time 24 – 36 hours

TWO-OWNER SEARCH & THREE OWNER SEARCH

- Searched back from present through two arm's length conveyances
- Full copies of Deeds in chain of title
- Copies of pertinent pages of any and all open mortgages or liens
- Search of all relevant courts in the jurisdiction for judgments or open cases against any and all parties in title
- Copies of any liens, judgments, open cases
- Report Property Tax information: if property is subject to a tax authority that is NOT checked, it must be clearly stated on report and contact information for that tax authority should be provided. Property Tax Information includes the following: tax type, tax period, name of tax authority, tax bill period due dates, tax bill period amounts and pay status, assessed values if available, and any and all special tax assessments and benefits, and any and all tax delinquencies.
- Full copies of any exception (easement, right of way, restriction, matter of record) filed during search period.
- Copy of recorded Plat, if applicable
- List of all names run
- Turn Time 36 – 48 hours

FULL SEARCH

- Search up to 60 years (or the State Requirement)
- Full written chain of title
- Full copies of Deeds in chain of title
- Copies of pertinent pages of any and all open mortgages or liens
- Search of all relevant courts in the jurisdiction for judgments or open cases against any and all parties in title; back 2 owners of title or a minimum of 20 years (to include Federal Tax Liens)
- Copies of any liens, judgments, open cases
- Report Property Tax information: if property is subject to a tax authority that is NOT checked, it must be clearly stated on report and contact information for that tax authority should be provided. Property Tax Information includes the following: tax type, tax period, name of tax authority, tax bill period due dates, tax bill period amounts and pay status, assessed values if available, and any and all special tax assessments and benefits, and any and all tax delinquencies.
- Full copies of any exception (easement, right of way, restriction, matter of record) filed during search period.
- Copy of recorded Plat, if applicable
- List of all names run
- Turn Time 72 – 96 hours

COMMERCIAL SEARCH

- Same Requirements as a Full Search
- **Must** provide quote for price and turn time approval before starting the search

UPDATES/BRINGDOWNS

- Run from the prior good through date and provide copies of any new documents. Turn time 24 – 36 hours

PropertyInfo Corporation
1980 Post Oak Blvd. Suite 500
Houston, TX. 77056

VENDOR APPLICATION CHECKLIST

- _____ Completed W-9 Form

- _____ Completed Vendor Application and Certificate of Errors & Omissions, Malpractice or Professional Liability Insurance

- _____ Signed and acknowledged PropertyInfo Vendor Abstractor Policies and Procedures

- _____ Executed Vendor Agreement

Please return the completed application package as soon as possible.

Form W-9 Request For Taxpayer Identification Number and Certification

(For PropertyInfo Office Use Only) Vendor #: _____

Vendor Phone # _____

Section # 1 – Payee Information

Name: _____
(Name that should be used on checks payable to you. NOTE: Name must match Section II below unless a sole proprietor)

Address: _____
(Address that you want your check sent to) (Number, Street & Apt. or Suite #)

(City) (State) (Zip)

If you use a P.O. Box, provide your street address below (required by IRS)

Section # 2 – Taxpayer Identification Number

Please check the appropriate box and provide your Owner/Name and your IRS Tax ID number.

Individual Name of Owner: _____

Social Security Number: ____ - ____ - ____

Sole Proprietor Name of Owner: _____

Social Security Number: ____ - ____ - ____

OR

Employer Identification Number: _____

Partnership Trade or Business Name of Partnership: _____

Employer Identification Number: _____

Corporation Name of Corporation: _____

Employer Identification Number: _____

Note: This form is a substitute for the IRS Form W-9. The following certification is required by the IRS for you to certify that this tax ID number is proper and you are not subject to backup withholding

CERTIFICATION under penalties of perjury, I certify that:

- 1) The number shown on this form is my correct taxpayer identification number, AND
- 2) I am not subject to backup withholding, because:
 - a) I am exempt from backup withholding, or
 - b) I have not been notified by the Internal Revenue Service that I am subject to backup withholding as a result of a failure to report all interest or dividends, or
 - c) The IRS has notified me that I am no longer subject to backup withholding

Authorized Signature

Date

Exhibit A to Vendor Abstractor Services Agreement

Vendor Abstractor Application and Profile
and
Certificate of Errors & Omissions, Malpractice or Professional Liability Insurance

Company Name: _____	Tax ID/SS#: _____
Contact: _____	Phone 1: _____
Address: _____	Phone 2: _____
	Fax: _____
	Mobile Phone: _____
Email: _____	Pager: _____

SERVICE AREAS - PRIMARY

STATE	COUNTY(IES)

* Please attach additional pages as needed

SERVICE AREAS – EXTENDED

STATE	COUNTY(IES)

* Please attach additional pages as needed

ABSTRACTOR INFORMATION

** Please provide the name, position, and license number (if applicable) of all personnel that will provide abstracting services for residential real estate orders. At least 2 years of experience is required.*

NAME	TITLE	LICENSE TYPE (if applicable)	NO. YEARS ABSTRACTING EXPERIENCE

* Please attach additional pages as needed

INSURANCE INFORMATION

Please submit a copy of the Declarations page of your E & O policy

Name of insurance company: _____ Phone No.: _____

Extent of Coverage (Aggregate): \$ _____ (Per Occurrence): \$ _____

Deductible Amount: \$ _____

Policy No.: _____ Policy Term from ____/____/____ to ____/____/____
mm dd yy mm dd yy

Does this policy cover all offices for the firm? _____ Yes _____ No

Please obtain a current Certificate of Insurance or Verification of Insurance letter from your insurance carrier naming PropertyInfo Corporation as a certificate holder. We require minimum coverage of \$1,000,000 per occurrence and \$1,000,000 in the aggregate.

Do you maintain a Fidelity Bond or Commercial Crime Insurance or its equivalent? _____ Yes _____ No

If yes, please provide:

Name of Insured: _____

Extent of Coverage (Total): \$ _____ (Per Occurrence): \$ _____

Deductible Amount: \$ _____ Policy Term from ____/____/____ to ____/____/____
mm dd yy mm dd yy

**** Execution of this Abstractors Application/Profile by or on behalf of the Attorney constitutes certification that the insurance coverage described above extends to the acts of all personnel who will be associated with the services required by PropertyInfo's client real estate transactions.****

JUDGMENT INFORMATION

Do you have or have you had in the past five years any claims or judgments filed against you that relate to real estate closings or real estate transactions? _____ Yes _____ No

If yes, please provide the case or docket number, an explanation of the nature of each claim or judgment and the current status.

* Please attach additional pages as needed

Have you or has any association in which you are currently or have been an owner, partner, principal shareholder, director or officer (and if incorporated, have any of your officers, key employees or shareholders) ever been either the subject of a grievance, complaint or proceeding relating to your/their conduct as a notary; charged with fraud, embezzlement, theft or other felony; a defendant in any criminal or civil action; the subject of a bankruptcy or insolvency proceeding and/or canceled or refused professional liability, surety or fidelity bond coverage? _____ Yes _____ No

If yes, to any of the above, please provide the dates and details.

* Please attach additional pages as needed

Is your office able to receive orders and return documents via email? _____ Yes _____ No

CERTIFICATION

I hereby certify that the statements herein above are true and correct to the best of my information and belief after reasonable investigation.

[Name of Abstractor/Company]

[Authorized Signature]

[Printed Name of Signor]

[Title of Signor]

Exhibit B to Vendor Abstractor Services Agreement

PropertyInfo Vendor Abstractor Policies and Procedures

The Vendor Management team would like to thank you for your interest in joining our network of title vendors. Our team is geared toward providing our customers with excellent customer care. In order to provide the highest level of service to our customers, we require our vendors to strictly adhere to the following procedures:

- **Order must be rejected within 2 hours if you are unable to perform the search.**
- **Our Search Blank must be the first page of your search. Your invoice must be uploaded separately using the document type “Abstractor Invoice”**
- **All orders must be delivered on time, according to the due date provided to you.**
- **We prefer that all search reports are typed; if they are handwritten they must be legible.**
- **All microfiche copies must be legible and all requested copies must be sent.**
- **When sending a title commitment, we require that you provide copies of all supporting documentation.**
- **You must provide our order number on all communication with us.**
- **You must notify us immediately of any price changes.**
- **All new vendors are placed on watch status for a 60 day period.**
- **You must notify us at least 2 weeks in advance if you will not be available to accept work for any length of time, so that we do not send orders to you.**

We perform constant evaluations of our vendors. Your evaluation will determine how many orders you receive, and if you will be selected for future work from PropertyInfo. Should any issues arise, we will take the following steps:

- 1. Phone call to discuss the violation, followed up with written notification.**
- 2. Warning phone call with a written notification.**
- 3. Termination phone call.**

We are a company that strives for excellence; therefore, we expect our vendors to deliver their work on time and provide five-star work quality. We look forward to growing a stable business relationship with you. Please let us know if you have any questions.

CERTIFICATION

I hereby certify that I have read, understand and agree to comply with the **PropertyInfo Vendor Abstractor Policies and Procedures.**

[Name of Abstractor/Company]

[Authorized Signature]

[Printed Name of Signor]

[Title of Signor]

Exhibit C to Vendor Abstractor Services Agreement

Fee Schedule

PRODUCT	PRIMARY AREA	EXTENDED AREA	PRODUCT	PRIMARY AREA	EXTENDED AREA
1 Owner Search	\$	\$	Mortgage Report	\$	\$
2 Owner Search	\$	\$	Property Profile	\$	\$
3 Owner Search	\$	\$	Recording Only	\$	\$
Copies	\$	\$	Update	\$	\$
Datedown	\$	\$	Update and Recording	\$	\$
Deed Report	\$	\$	Cancellation Fee	\$	\$
Full Search	\$	\$			

VENDOR ABTRACTOR SERVICES AGREEMENT

This Vendor Abstractor Services Agreement is entered into this ____ day of _____, 20__ (the "Effective Date"), by and between PropertyInfo Corporation and its subsidiary entities (collectively "PropertyInfo"), a Texas corporation having its principal offices at 1980 Post Oak Blvd., Suite 500, Houston, Texas, 77056 and _____ ("Abstractor"), a _____ corporation / individual, having principal offices at _____ (each a "Party" or collectively, the "Parties").

Recitals

WHEREAS, PropertyInfo is engaged in the business of providing certain title related services to lenders, banks, and other entities and Abstractor is engaged in the business of providing search and/or abstract services for title agencies, lenders, banks, and other entities.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties do hereby agree as follows:

ARTICLE I DEFINITIONS

Section 1.01. Definitions. In addition to the abbreviations and terms otherwise defined in the text of this Agreement, the following capitalized terms used herein shall have the respective meanings set forth below:

Agreement shall mean this Vendor Abstractor Service Agreement and any exhibits or schedules attached hereto and any subsequent amendment upon which the parties agree in writing.

Anniversary Date shall mean that date which is twelve (12) months from the Effective Date and that date every twelve (12) months thereafter.

Business Day shall mean any day of the week other than Saturday, Sunday, or other day on which banking institutions in the State of Texas are required by law to be closed.

Confidential Information shall have the meaning set forth in Section 5.01 herein.

Disclosing Party shall mean the Party that delivers or provides Confidential Information to the other Party under this Agreement.

Losses shall mean losses, damages, claims, suits, costs, expenses, or liabilities, including but not limited to, reasonable attorneys' fees and court costs.

Receiving Party shall mean the Party that Confidential Information is provided or delivered to under this Agreement.

ARTICLE II RESPONSIBILITIES AND OBLIGATIONS

Section 2.01. Scope of Services. PropertyInfo hereby engages Abstractor on a non-exclusive basis, to perform searches and/or abstracts ("Services") in accordance with this Agreement, the PropertyInfo Vendor Abstractor Policies and Procedures attached hereto as Exhibit B, and other written instructions applicable to each search/abstract order ("Abstractor Order"). This Agreement shall incorporate each Abstractor Order. Abstractor has completed the Vendor Abstractor Application and Profile attached hereto as Exhibit A and represents that the information contained therein is true and accurate. PropertyInfo shall have the right, in its sole discretion, to contract or subcontract with any abstractor, vendor, or third party at any time and from time to time for the Services and Abstractor shall have the right, in its sole discretion, to contract or subcontract with any other company at any time and from time to time to provide like or similar services to such other companies.

2.01.01. Abstractor Duties and Responsibilities. Abstractor's duties and responsibilities shall include, but not be limited to, the following:

(i) Perform or provide the Services as set forth in this Agreement in a professional, workmanlike, and timely manner, by qualified personnel and in accordance with the terms of this Agreement, the applicable Abstractor Order, and all applicable industry standards customarily followed by similar service providers.

(ii) Protect and maintain the privacy and security of the data and information transmitted to Abstractor from PropertyInfo or its Customers.

(iii) Comply with all applicable laws, statutes, regulations, and other governmental requirements.

(iv) Provide a designated representative who will be available upon request to discuss any aspect of the Services with PropertyInfo or Customers.

(vi) Make all payments to third-party vendors engaged solely by Abstractor.

(vii) Cooperate in good faith with PropertyInfo to address and resolve issues of PropertyInfo or third parties with regard to Abstractor's performance of the Services hereunder.

(viii) Ensure that neither Abstractor nor its employees disclose any information whether confidential or otherwise to the Customer that has not been approved by PropertyInfo.

(ix) Advertise or promote itself without the use of PropertyInfo's name, service mark, or description of PropertyInfo, without the written consent of PropertyInfo.

2.01.02. Service Related Claims. Abstractor itself shall lend all assistance, without charge to PropertyInfo, in investigating, adjusting or settling any claim and/or issue arising from or related to the Services. Abstractor will notify PropertyInfo of any suit or rumored claim or complaint that comes to Abstractor's attention where it concerns Services rendered under this Agreement. This provision shall survive termination of this Agreement.

2.01.03. Independent Contractor. It is understood and agreed that Abstractor will perform Services as an independent contractor and not as an employee or agent of PropertyInfo. Abstractor is not authorized to commit PropertyInfo to any contractual arrangement with any third party nor will Abstractor's acts or omissions be deemed the acts of PropertyInfo for any purpose, including, but not limited to, the issuance of title insurance, preparation of documents, translation of any document, modification of any document, adjustment of any claims for loss, or acceptance of service of process on behalf of PropertyInfo. PropertyInfo is under no obligation to use Abstractor's services under this Agreement. PropertyInfo shall use Abstractor as PropertyInfo in its sole discretion deems appropriate.

Section 2.02. Audit: Books and Records. During the term of this Agreement, Abstractor shall maintain complete and accurate books and records of the Services transactions, fees and expenses applicable to the Services paid and performed, including documentation supporting all expenses charged to PropertyInfo in connection with the Services. Abstractor shall retain such records for seven (7) years, or for such longer period as may be required by applicable law, after termination of this Agreement and shall make such records reasonably available to PropertyInfo and its auditors for inspection.

ARTICLE III FEES AND INVOICING

Section 3.01. Fees and Invoicing. Abstractor shall be compensated for the Services provided pursuant to this Agreement in the amounts set forth on the Fee Schedule attached hereto as Exhibit C. Fees may not be subject to change for one (1) year from the Effective Date of this Agreement. Subsequently, Abstractor shall advise PropertyInfo of any Fee revision and unless otherwise agreed to by PropertyInfo and Abstractor, such Fee revision shall become effective on the next anniversary date of the Agreement. At the end of each calendar month in which Services are performed by Abstractor, PropertyInfo shall

generate a report of all Services completed and delivered to the customer which shall serve as the sole basis for the calculation of any Fees due and owing to Abstractor. All undisputed Fees due to Abstractor based upon the report generated by PropertyInfo shall be payable within thirty (30) days of the end of the calendar month in which the Services are completed and delivered to the customer.. The parties shall cooperate in good faith to resolve any disputed amounts in a timely manner.

ARTICLE IV REPRESENTATIONS AND WARRANTIES

Section 4.01. Organization and Good Standing. If Abstractor is a corporation, partnership, or similar entity it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization, and has all requisite power and authority to enter into and carry out the transactions contemplated by this Agreement. If Abstractor is an individual he or she has authority to enter into and carry out the transactions contemplated by this Agreement. The execution, delivery and performance by Abstractor of this Agreement constitute a valid and binding obligation of Abstractor.

Section 4.02. Due Authorization and Enforceability. The execution, delivery, and performance by each Party of this Agreement has been duly authorized by all requisite corporate action and will not (a) violate any provision of law applicable to it, (b) violate the terms of any agreement or contract to which a Party is bound, or (c) violate its charter, by-laws or other organizational documents, except in each case for violations that will not materially and adversely affect the ability of such Party to perform its obligations hereunder. This Agreement constitutes a valid and binding obligation of each Party, enforceable against it in accordance with its terms except to the extent that enforceability may be limited by bankruptcy, insolvency or other similar laws affecting creditors' rights generally or general principles of equity.

Section 4.03. Compliance with Laws. Each Party has all licenses, permits, or waivers thereof, necessary to carry out its obligations and responsibilities as set forth in this Agreement; each Party will perform its duties, obligations, and agreements in compliance, in all material respects, with all federal, state, and local laws and regulations applicable to such Party.

ARTICLE V CONFIDENTIALITY AND SECURITY

Section 5.01. Confidentiality and Proprietary Interests

5.01.01. Confidential Information. Each Party acknowledges that it may receive or obtain information relating to the other Party or its products or services which it knows or should know are Confidential Information. "Confidential Information" may include, but is not limited to, non-public personal information as defined in 15 U.S.C. Section 6809(4), financial information, price guidelines,

discount schedules, methods, processes, know how, inventions, techniques, programs, schematics, data, technical and non-technical information, software, software source documents, trade secrets, intellectual property, proprietary information, customer or supplier lists, customer information, sales and marketing or business plans, and any other such information of Disclosing Party or its affiliates, subsidiaries, customers, or suppliers. Confidential Information includes, but is not limited to, information communicated by one Party to the other which: (a) is disclosed in a written or other tangible form and is clearly marked with a “confidential” legend or other comparable legend; (b) is disclosed orally or visually and identified as confidential or confirmed as such within a reasonable time thereafter; or (c) a reasonable person would deem confidential under the context of disclosure or due to the nature of the information.

5.01.02. Treatment of Confidential Information. The Receiving Party agrees to hold Confidential Information in strict confidence and, without the prior written consent of the Disclosing Party, shall not disclose such Confidential Information to any third party other than its parent, affiliates, subsidiaries, subcontractors, consultants, and employees as may be reasonably necessary for purposes of performing the Services hereunder. The Receiving Party may disclose such Confidential Information if: (a) required by any order of any government authority, provided that the Receiving Party shall first notify the Disclosing Party of such requirement and, to the extent reasonable, permit the Disclosing Party to contest such requirement or (b) otherwise required by law. No failure or delay by the Disclosing Party in enforcing any right, power, or privilege created hereunder shall operate as an implied waiver thereof, nor shall any single or partial enforcement thereof preclude any other or further enforcement thereof or the enforcement of any other right, power, or privilege. Receiving Party’s obligations to maintain confidentiality hereunder shall remain in force for three (3) years after the expiration of this Agreement unless applicable laws, rules or regulations require a longer period of time. In all cases, Confidential Information protected by patent or other intellectual property rights shall continue to be held confidential by the Receiving Party until such intellectual property protection no longer exists.

5.01.03. Exceptions. Unless otherwise provided herein, Confidential Information does not include any information to the extent it: (i) is or becomes a part of the public domain through no act or omission on the part of the Receiving Party; (ii) is disclosed to the Receiving Party by a third party having no obligation of confidentiality known by the Receiving Party with respect thereto; or (iii) was known to the Receiving Party prior to the date of this Agreement and Receiving Party has reasonable proof of same.

5.01.04. Return of Confidential Information. At any time upon the request of a Disclosing Party or upon the termination of this Agreement, the Receiving Party shall as directed by the Disclosing Party return or destroy any Confidential Information of the Disclosing Party in its possession and certify to the other Party as to its return or

destruction. Notwithstanding the foregoing, the Receiving Party shall not be obligated to return or destroy Confidential Information that is required to be held or maintained by the Receiving Party for archival, regulatory, or audit purposes or contained in an archived computer system backup made in accordance with the Receiving Party’s security or disaster recovery procedures, provided that the Confidential Information so retained will remain subject to the terms and conditions of this Agreement until it is destroyed or deleted.

Section 5.02. Privacy Laws. Each Party may handle nonpublic personal consumer information (“NPI”) of the other Party in compliance with the requirements of the Gramm-Leach-Bliley Act of 1999 (15 U.S.C. Sections 6801-6805), as amended from time to time and the regulations promulgated thereunder (“GLB Act”). Each Party agrees to not disclose or use any of the other Party’s NPI except (i) to Subcontractors, parent, affiliates, subsidiaries, agents or representatives who need to know to the extent necessary to carry out such Party’s obligations under this Agreement or (ii) as required by any order of any government authority or otherwise required by law. Prior to disclosing the other Party’s NPI under (i) above, the disclosing Party shall ensure that the receiving party will safeguard the NPI in a manner consistent with the disclosing Party’s obligations under this Agreement and applicable laws, rules or regulations.

Section 5.03. Data Security. Each Party will protect and maintain the privacy and security of the data and information transmitted between or among the Parties and/or their respective providers in conformance with the provisions of this Agreement and industry standards.

ARTICLE VI INSURANCE

Section 6.01. Insurance. Abstractor will at its own cost and expense obtain and maintain in full force and effect during the term of this Agreement insurance coverage for the Services in the types and amounts as set forth in this Article VI. Upon request, Abstractor will provide PropertyInfo with certificates of such insurance coverage

- (i) Errors and Omissions Coverage with a minimum limit of \$1,000,000 per occurrence and \$1,000,000 in the aggregate.

Further, if Abstractor is required to maintain a bond or other insurance by its licensing authority, Abstractor agrees continuously maintain in full force and effect during the term of this Agreement such bond or insurance at Abstractor’s sole cost and expense and shall provide PropertyInfo a copy of such bond or insurance at PropertyInfo’s request.

In no event shall the limits of Abstractor’s bond or insurance or PropertyInfo’s failure to request evidence of such bond or insurance limit Abstractor’s liability in any way under this Agreement.

ARTICLE VII TERM AND TERMINATION

Section 7.01. Term. Unless terminated earlier as provided below, this Agreement shall commence on the Effective Date and shall continue for one (1) year thereafter. This Agreement will automatically renew for successive one (1) year terms unless written notice of termination is received by the other Party at least sixty (60) days prior to the Anniversary Date.

Section 7.02. Termination. In addition to any other termination provision in this Agreement, this Agreement and/or any exhibit or schedule may be terminated as follows:

(i) by either Party upon sixty (60) days prior written notice without cause,

(ii) by the non-breaching Party upon written notice in the event the other Party is in breach of any obligation under this Agreement, subject to a thirty (30) day opportunity to cure,

(iii) by either Party if there is a material change to or reinterpretation of law applicable to either Party which renders either Party's performance under this Agreement a violation of such law and the Parties are unable in good faith to bring this Agreement into compliance with such law, or

(iv) by a Party if the other Party becomes insolvent or unable to pay its debts as they mature, or makes an assignment for the benefit of its creditors; seeks relief or if proceedings are commenced against the other Party or on its behalf under any bankruptcy, insolvency or debtors' relief law.

To the extent a schedule or exhibit is terminated but other schedules or exhibits remain that can be performed hereunder, this Agreement shall remain in full force and effect as to such schedules or exhibits. However, should Abstractor cancel some or all of the schedules or exhibits, PropertyInfo shall have the right to cancel this Agreement and/or all or some of the other schedules and exhibits should it, in its sole discretion, decide to do so.

Section 7.03. Events Upon Termination. If this Agreement is terminated for any reason, PropertyInfo shall pay to Abstractor within thirty (30) days of the termination date, all undisputed Fees earned and unpaid pursuant to this Agreement. The Parties will handle all Confidential Information in accordance with Section 5.01.04.

Section 7.04. Obligations Surviving Termination. The rights and obligations of the Parties which by their nature must survive termination or expiration of this Agreement in order to achieve its fundamental purposes including, without limitation, the provisions of the following Sections entitled "RESPONSIBILITIES AND OBLIGATIONS," "CONFIDENTIALITY AND SECURITY," "INDEMNIFICATION," and "MISCELLANEOUS," shall survive in perpetuity any termination of this Agreement.

ARTICLE VIII INDEMNIFICATION

Section 8.01. Indemnification. Abstractor shall indemnify, defend, and hold harmless PropertyInfo from and

against any and all Losses to which PropertyInfo may be subject resulting from (i) the acts or omissions of the Abstractor, (ii) the failure of Abstractor to perform or observe any material covenant, term, or condition of this Agreement, or (iii) the material breach by Abstractor of any representation or warranty made by it in this Agreement. NEITHER PROPERTYINFO NOR ABSTRACTOR OR ANY OF THEIR AFFILIATES, SUBSIDIARIES, OR PARENT CORPORATIONS SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS OR REVENUES SUSTAINED OR INCURRED IN CONNECTION WITH THIS AGREEMENT.

ARTICLE IX MISCELLANEOUS PROVISIONS

Section 9.01. Applicable Law. The validity, meaning, and effect of this Agreement shall be determined in accordance with the laws of the State of Texas without regard to any conflict of laws rules. Any action arising under or out of this Agreement shall be brought in Houston, Harris County, Texas, and the Parties hereto hereby submit to the personal jurisdiction of such courts with respect to all such proceedings.

Section 9.02. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, provided; however, that Abstractor may not assign or in any way transfer this Agreement (including by way of merger, sale of the Abstractor or acquisition) without obtaining the prior written consent of PropertyInfo, such consent not to be unreasonably withheld. Any attempted assignment or transfer of this Agreement by Abstractor without first obtaining the consent of PropertyInfo shall be null and void.

Section 9.03. Notices. All notices, consents, and similar communications to any Party shall be deemed to be sufficient if in writing, delivered in person, by facsimile, electronic mail, a overnight courier, first class registered or certified mail, in all cases evidence of receipt or return receipt required, postage prepaid, addressed to such Party at the address set forth below or such other address as may hereafter be designated in writing by such Party:

To PropertyInfo: PropertyInfo Corporation
1980 Post Oak Blvd., Suite 500
Houston, Texas 77056
Attn: President

Copy to: PropertyInfo Corporation
1980 Post Oak Blvd., Suite 500
Houston, Texas 77056
Attn: General Counsel

To Abstractor:

Attn:

All such notices, requests, consent, and other communications shall be deemed to have been given when actually received by the applicable party.

Section 9.04. Force Majeure. Subject to each Party having a reasonable backup system using industry standards, neither Party nor its affiliates or subsidiaries shall be liable in any way for any delay, failure in performance, Loss, or damage arising out of or relating to any cause beyond such Party's reasonable control, including but not limited to, (i) any act of God, war, act of a public enemy, riot or other civil disorder, act of any government body, labor dispute, shortage of fuel or power, explosion, epidemic, fire, flood, earthquake, windstorm, or other unusually severe weather, or (ii) any interruptions, omissions, malfunctions, delays, or errors of any third party communication system, telecommunication or similar carrier, operational or computer system, or access thereto which would have an impact on the Abstractor's access to or PropertyInfo's deliverance of the Services.

Section 9.05. Non-Solicitation. During the term of this Agreement and for a period of one (1) year thereafter, neither Party shall solicit or induce any employee, contractor, or vendor to terminate any relationship with the other Party without the prior written consent of the non-soliciting Party. Notwithstanding the foregoing, promotions undertaken by either Party which are directed to the general public at large, including, without limitation, mass mailings based on commercially acquired mailing lists, newspaper, radio, internet and television advertisements shall not constitute solicitation under this Section.

Section 9.06. Amendment. This Agreement may be amended at any time only by the written agreement of the Parties, except with regard to revisions of Fees where the provisions of Article III shall be controlling.

Section 9.07. Entire Agreement. This Agreement, including the exhibits, schedules, and any amendments hereto, contains the entire agreement between the Parties, and supersedes all prior and collateral representations, promises, and agreements in connection with the subject matter hereof. Any representation, promise, or agreement not incorporated in this Agreement shall not be binding on either Party.

Section 9.08. Counterparts. This Agreement may be executed in several counterparts, each copy of which shall serve as an original for all purposes, but all copies shall constitute but one and the same Agreement.

Section 9.09. No Third Party Beneficiaries. No other person or party shall be a beneficiary hereof or have any rights hereunder, and no rights are conferred by this Agreement upon any other person or party.

Section 9.10. Independent Contractor. PropertyInfo is at all times an independent contractor in all matters relating to

this Agreement. PropertyInfo and its employees are not agents or employees of Abstractor.

Section 9.11. Waiver. The waiver by either Party of any provision of this Agreement or the failure by either Party to claim a breach of any provision of this Agreement shall not be and shall not be deemed to be a waiver of any other provision or breach of this Agreement.

Section 9.12. Severability. If a court of competent jurisdiction determines that any term or provision of this Agreement is invalid or unenforceable, such determination shall not affect the validity or enforceability of any other terms or provisions of this Agreement and the parties shall in good faith negotiate a mutually acceptable and enforceable substitute for the unenforceable provision, which substitute shall be as consistent as possible with the original intent of the parties.

Section 9.13. WAIVER OF JURY TRIAL. EACH OF THE PARTIES HEREBY UNCONDITIONALLY WAIVES ITS RIGHT TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF, DIRECTLY OR INDIRECTLY, THIS AGREEMENT.

Section 9.14. Attorneys Fees and Expenses. If it is determined in a judicial proceeding that a Party has failed to perform under any provision of this Agreement, then the prevailing Party shall be entitled to recover from the non-prevailing Party, on demand, reasonable attorney's fees and other reasonable out-of-pocket expenses incurred in connection with such dispute.

Section 9.15. Additional Terms, Conditions and Limitations. Additional terms, conditions, and/or limitations are set forth in the attached exhibits and schedules. In the event of a conflict between terms, conditions, obligations, liability, or limitations in the exhibits and schedules and this Agreement, the terms, conditions, obligations, liability, and limitations of exhibits and schedules shall prevail.

Section 9.16. Execution of Agreement. This Agreement must be signed by both Parties and delivered within thirty (30) days or the pricing structure and terms provided in the exhibits and schedules may be subject to change by PropertyInfo.

(signatures intentionally appear on following page)

In Witness Whereof, the Parties hereto have executed this Agreement as of the dates set forth below to be effective as of the date shown in the preamble above.

PROPERTYINFO CORPORATION

[ABTRACTOR COMPANY/INDIVIDUAL NAME]

By: Brian Fullerton_____

By: _____

Print Name: _____

Print Name: _____

Its: Senior Vice President_____

Its: _____