

**TI SERVICES, LLC SUBSCRIPTION AGREEMENT  
FOR  
SELLER'S NET SHEET CALCULATOR SERVICE**

NET Subscription Account Number: \_\_\_\_\_

The parties to this Subscription Agreement are **TI SERVICES, LLC**, a Colorado limited liability company, ("**TI**") and the undersigned title company ("**Company**") (**TI** and **Company** the "**Parties**" and each a "**Party**").

**Recitals:**

- A. **Company** is a licensed title company under the laws of \_\_\_\_\_.
- B. **TI** owns, operates and maintains an online program known as the "\$eller's Net Sheet Calculator Service" (NET Calculator"). The NET Calculator allows a Title Company to provide their clients with a resource that can assist in creating a detailed itemization of a seller's estimated net proceeds on the sale of their home. The NET Calculator computes a title company's "Estimated Costs" for title insurance rates, closing fees, recordings and governmental transfer taxes for residential (1-4) transactions and populates the calculated information within the net sheet. These "Estimated Costs" are referred to as a "Quote" or "Good Faith Title Estimate" ("GFTE"). The NET Calculator is provided to a Title Company's internet and/or intranet website via a linked access code. The NET Calculator can be branded with a company's basic information and logo for marketing purposes.
- C. **Company** desires to become a Subscriber of the Net Calculator in providing such resource to the employees of the **Company**, the **Company's** title insurance consumers and their advisors (e.g. lenders, mortgage brokers, real estate brokers, and attorneys) ("**Users**") via their company's internet and/or intranet website.

**The Agreement:**

This Subscription Agreement (Form NET-1 8-2013), Terms and Conditions (Form NET-2 8-2013), Exhibit A (Form NET-3 8-2013) and Exhibit B (Form NET-All State 8-2013) forms the entire and only agreement between the Parties regarding **Company's** subscription purchase of and **TI's** providing of the services ("Agreement"). By executing this Agreement, **Company** further acknowledges and agrees to all the terms, conditions and obligations contained in the Agreement and to the transaction between the Parties.

This Agreement is also subject to the following additional provisions: **(If none state "NONE")**

Capitalized terms not defined in this Agreement have the meanings given them in the Terms and Conditions.

**This Agreement is agreed to by the undersigned parties, this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_\_**

("Company")      _____ By:  _____ Its:	(" <b>TI</b> ") <b>TI SERVICES LLC</b> 4123 South Zenobia St. Denver, CO 80236 Tel: 303-795-1667   _____ By:  _____ Its:
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(Form NET-1 8-2013)

**TI SERVICES, LLC SUBSCRIPTION AGREEMENT  
TERMS AND CONDITIONS  
FOR  
SELLER'S NET SHEET CALCULATOR SERVICE**

These Terms and Conditions together with the Subscription Agreement form the Agreement between the Parties regarding Company's purchase of and TI's providing the Services, as set forth in the Subscription Agreement and as further described and provided for in these Terms and Conditions and Exhibits A & B

Capitalized terms not defined in these Terms and Conditions have the meanings given them in the Subscription Agreement. The term of Company shall also mean "Subscriber" and Subscriber shall also mean "Company" as referenced in these Terms and Conditions and Exhibits A & B.

1. Services:

A. During the Term (defined below), **TI** shall provide Company with the following ("Service"): a non-exclusive, non-transferable, license to use **TI**'s "\$eller's Net Sheet Calculator Service" ("NET Calculator") program together with an "Access Link" ("Link") to **TI**'s server and database by the Company in providing the Company, the employees of the Company, the Company's title insurance consumers and their advisors (e.g. lenders, mortgage brokers, real estate brokers, and attorneys) ("Users") the resource of assisting in creating a seller's detailed net sheet. The Net Calculator calculates and incorporates the Company's estimated costs for title insurance rates and closing services fees recordings and governmental transfer taxes for residential (1-4) transactions, with in the seller's detailed net sheet. These "Estimated Costs" are referred to as a ("Quote") or "Good Faith Title Estimate" ("GFTE").

1.1. **TI** shall begin to provide the Services within ten (10) business days after the Effective Date (as defined below).

1.2. Services shall be provided to the Company and its website URL as identified in Exhibit A or subsequently updated Exhibit A.

1.3. Company understands that services of the NET Calculator will be contracted with other licensed title companies.

1.4. Access Link ("Link"):

1.4.1. For purposes of the Link, **TI** grants Subscriber a non-exclusive, non-transferable, license for Subscriber to link their website as identified on Exhibit A, to **TI**'s server and database. **TI** shall provide Subscriber the programming code to create the required Link that will allow the NET Calculator i-frame to be accessed through the Subscribers' website.

1.4.2. At any time during the Term, **TI** may provide an updated Link to Company as may be necessary to maintain the integrity and protection of **TI**'s server and database by.

1.4.3. At all times during the Term, **TI** shall maintain in good working order its server and database to which the Link is directed from the Subscribers' website.

1.4.4. It is the responsibility of the Company to connect and maintain the required programming code from the Company's website.

1.4.5. The i-frame for the NET Calculator has a width frame of 940. If Company's website isn't capable to allow this width, the i-frame can still be effectively viewed in its entirety by use of the scroll bar.

1.4.6. The Company shall not utilize the programming code for the Link to the NET Calculator with any website URL other than the website URL identified in Exhibit A or subsequently updated Exhibit A

1.4.7. At all times during the Term, Company covenants, represents, and warrants: a) its website does not infringe or violate the copyright, trademark, or other rights of third parties, or any other law, court order, governmental regulation or other ruling of any governmental agency or entity; b) linking to its website will not subject **TI** to any liability or jeopardize **TI**'s ability to protect its rights or its property in the manner it deems appropriate; and, c) no part of its website will contain, or link to, content that may be interpreted as criminal, libelous, or obscene or which may infringe or violate any third party's rights.

2. Fees:
  - 2.1. Company shall pay the fees set forth in Exhibit A Section 3 Subscription Pricing & Term of the Subscription Agreement, consisting of the applicable "Setup Fees" & "Monthly County(ies) Fees" (collectively the "Fees" and each a "Fee").
  - 2.2. The Company shall pay **TI** the Monthly Subscriber's Fee monthly during the Term.
  - 2.3. Except as otherwise expressly set forth in the Agreement, Fees are not refundable or subject to offset (including in the case of a suspension or termination as authorized by the Agreement).
  - 2.4. Fees are not guaranteed for any renewal or separate agreement.
3. Invoicing: Monthly, **TI** shall invoice Company the amounts due under the Agreement (e.g. for Monthly Fees, interest on unpaid Fees). Invoices are due and payable within thirty (30) days.
  - 3.1. If payments for monthly invoiced amounts due under this Agreement exceed a period of 60 days, **TI** shall at its sole discretion terminate services to Company by disconnecting the Company Link. Such disconnection of Company Link shall not affect the Company's obligations or the terms and conditions of this Agreement
4. Term: The term of the Agreement shall be the length of time set forth in Exhibit A Section 3. of the Subscription Agreement, starting on the Effective Date ("Term"). For purposes of the Agreement, "Effective Date" means ten (10) business days after Company delivered to **TI** the information required in Exhibit A and the satisfactory acceptance by the Company of the Section 6. Test Quotes.
5. Estimated Cost ("Quote") or Good Faith Title Estimate ("GFTE"):
  - 5.1. The NET Calculator will generate a Quote or GFTE based on: a) individual transaction information input by Users (e.g. information related to the particular, contemplated transaction and to prior transactions involving the subject property) ("Input Information"); and, b) applicable, charges information submitted by Subscriber based on the Subscribers' filed rates and fees and applicable rules for regularly-issued title insurance policies and imposed closing and settlement charges ("Rate & Fee Information"). The generation of the Quotes or GFTEs will be performed electronically through **TI**'s software using the applicable Subscribers' Rate and Fee Information most-closely relevant and analogous to the Input Information as pre-determined by **TI** in its reasonable discretion through the pre-Rate and Fee settings of the database. These settings, and ultimately the Quotes or GFTEs are based on a standard format ALTA policy type along with customary endorsements, extended coverages, and closing and ancillary fees for a single underwriter associated with Company for each transaction type.
  - 5.2. The NET Calculator will also produce a disclosure of applicable governmental recording charges and transfer taxes as provided by the Company under Section 5.8.
  - 5.3. The NET Calculator in generating a Quote or GFTE and disclosure of governmental recording charges and transfer taxes will incorporate all necessary charges within the seller's net sheet.
  - 5.4. Only the Subscribers' Rate and Fee Information corresponding to the Input Information (e.g. geographic area) will be included in the particular Quotes or GFTEs.
  - 5.5. Because Quotes or GFTEs are based in part on Input Information, over which **TI** has no control and which may be incorrectly dated or inaccurate, the Quotes or GFTEs themselves may differ (possibly, considerably) from Company's actual charges. **TI** makes no covenant, representation, or warranty relative to any aspect of any User's Input Information (e.g. accuracy or dating) and has no and shall not attempt to engage in any means to evaluate Users' Input Information (or Input Information supplied by a Subscriber, as described in Section 6.4). Therefore, in certain instances, it may be necessary for Company to (and Company agrees to) explain to Users any discrepancy between a User's Input Information and Company's actual charges.
  - 5.6. Because the Quotes or GFTEs are based on (and limited by) pre-determined settings, which may not accurately reflect all of the charges applicable to a particular transaction, in certain

- instances, it may be necessary for Company to (and Company agrees to) explain any discrepancy between a User's Input Information and Company's actual charges.
- 5.7. The NET Calculator will generate Quotes or GFTEs for certain types of typical, customary residential transactions, only. These general types of transactions are set forth in the attached Exhibit A.
  - 5.8. Company hereby provides **TI** the Rate and Fee Information as required in Exhibit A (for each requested county set forth in Exhibit B), which is in all pertinent respects consistent with the title insurance rate filings of its underwriter(s) including all filed and unfiled closing and ancillary services fees of the Company, all as currently on file with the applicable insurance division. The Company shall also provide their applicable governmental recording charges and transfer taxes.
  - 5.9. **TI** assumes no and shall have no responsibility for verifying the completeness and accuracy of Subscribers' Rate and Fee Information. The Company is responsible for the completeness and accuracy of the Rate and Fee Information it submits to **TI**.
  - 5.10. Company is responsible for updating its Rate and Fee Information upon new rate and fee filings or state promulgations. Company shall update its Rate and Fee Information by submitting to **TI**, at any time during the Term its updated Rate and Fee Information.
  - 5.11. **TI** shall update Company's Rate and Fee Information with Updated Rate and Fee Information within three (3) business days of receipt, provided such Updated Rate and Fee Information does not require programming changes, in which case **TI** shall update Company's Rate and Fee Information as quickly as possible and shall notify Company of any necessary programming changes and delays. Upon such programming update by **TI**, Company's Updated Rate and Fee Information shall be deemed its Rate and Fee Information.
  - 5.12. Company certifies that at all times during the Term of this Agreement its Rate and Fee Information (including Updated Rate and Fee Information) shall be in all respects consistent with a) the corresponding information it has on file with the applicable State Governmental Regulatory Department(s)/Agency(ies) and b) the closing fees and title insurance rates it charges its customers, and Company shall charge Users shall be consistent with this information.
  - 5.13. As a Quote and GFTE is generated to the User, the Company will automatically be provided with an email copy of the User's Quote and GFTE along with the User's input information.
  - 5.14. The i-frame allows the Company to brand the NET Calculator with its Company information and logo, in a maximum size of 375 x 100 pixels, which shall be provided to **TI**, if not provided to **TI**, the NET Calculator logo and information will be shown.
6. Test Quotes:
- 6.1. After the Parties have executed the Subscription Agreement, an authorized representative of each of them shall meet in person or by phone for the purpose of generating and reviewing Test Quotes using the Comparison Information on variable test transactions provided by Company ("Test Quotes").
  - 6.2. The Test Quotes will demonstrate the Quotes that will be associated with Company in connection with any Quote or GFTE based on the variables provided by Company. The Company is encouraged to and may request as many Test Quotes, using any number of variables it provides, as it deems necessary in its reasonable discretion to ensure for itself any and all Quotes and GFTEs that may be generated are in fact consistent with Company's actual charges.
  - 6.3. The Company shall notify **TI** of any deficiency, discrepancy, dispute, or problem with how the Website and **TI**'s software generate Quotes and GFTEs. The Parties shall in good faith work together to resolve the issues and re-perform the Test Quote process. If **TI** is unable to resolve any deficiency, discrepancy, dispute, or problem with how the Website and **TI**'s software generate Quotes and GFTEs, this Agreement shall be deemed terminated in all respects.
7. Protection and use of User Information: Except for purposes expressly authorized by and clearly contemplated by this Agreement, Company shall protect the privacy of the User information (e.g. Input Information, User requests, User email addresses, User emails) ("User Information") in accordance with the Company's privacy policy. **TI** shall protect the privacy of the User information (e.g. Input Information, User requests, User email addresses, User emails) ("User Information") and will not provide or sell any of the User's information.

8. Suspension: **TI** reserves the right to suspend providing Company any or all of the Services for such period of time as **TI** in its reasonable discretion deems necessary if it determines, in its reasonable discretion, that, or for the purpose of investigating claims or allegations, that: a) Company has provided incomplete or inaccurate Rate and Fee Information, regardless of the cause; b) Company has charged any User or User client/customer an amount inconsistent with Company's Rate and Fee Information; c) Company has breached any other condition, provision, or term of the Agreement); or, d) Company is the subject of any action, investigation, litigation, or proceeding related to its authority to transact business as a licensed title insurance provider. Suspension shall not preclude **TI** from demanding and/or exercising its separate, additional rights under the Agreement (e.g. demand for payment of fees, indemnification, and/or termination).
9. Termination: This Agreement will terminate upon the expiration of the Term. Also, the Parties may terminate the Agreement by mutual written consent. Otherwise, either Party may terminate the Agreement: a) if the other Party makes a general assignment for the benefit of its creditors, is generally unable to pay its debts as they become due, or becomes the subject of any voluntary or involuntary bankruptcy proceeding; or b) in the case of a material breach on the part of the other Party, provided the non-breaching Party first notifies the breaching Party of the material breach(es) and affords the breaching party ten (10) business days to cure the breach(es), failing which the Agreement shall be deemed terminated upon the expiration of this ten (10) business day period. For purposes of this Section, a "material breach" includes, but is not limited to, circumstances such as those outlined in Section 10.
10. Miscellaneous:
  - 10.1. Amendment: The Agreement shall not be modified or amended except in a writing entitled "Amendment" and signed by both Parties. No purported modifications or amendments, including without limitation any oral agreement (even if supported by new consideration), course of conduct or absence of a response to a unilateral communication, shall be binding on either Party.
  - 10.2. Assignment: Except as may be otherwise expressly authorized in the Agreement, Company may not assign any or all of its rights or obligations under the Agreement without the prior written consent of **TI**. Without Company's consent and with no requirement that Company be provided prior notice, **TI** may assign its rights and obligations under the Agreement to an affiliate, related, or subsidiary company in the normal course of business or in connection with a sale of **TI** or of all or substantially all of **TI**'s assets. Any other assignment shall be void and without force or effect.
  - 10.3. Authority: The individuals signing the Subscription Agreement and committing to the Agreement represent, warrant, and covenant they have the authority necessary to do so on behalf of the Party for whom they are acting and as to all conditions, provisions, and terms of the Agreement, required for Company to enter and perform its rights and obligations under the Agreement.
  - 10.4. Binding Effect: The Agreement shall bind the Parties and their respective successors and permitted assigns.
  - 10.5. Captions, construction: All indexes, section titles, subject headings, titles, and similar items are provided for the purpose of reference and convenience and are not intended to affect the meaning of the content or scope of the Agreement. The terms and provisions of the Agreement shall be construed simply according to their fair meaning and not strictly for or against either Party. References to the Agreement include references to the Agreement and any appendices, attachments, exhibits, and schedules attached, as may be amended from time to time. All pronouns and any variations thereof refer to the feminine, masculine, or neuter, plural or singular, as the identity of the entity, entities, person, or persons may require.
  - 10.6. Confidentiality: Except to the extent necessary to perform their obligations under the Agreement or comply with applicable law, neither Party shall disclose the fact of or terms of the Agreement without the prior written consent of the other Party.
  - 10.7. Counterparts: The Subscription Agreement may be executed in counterparts and delivered by email, fax, or mail, each of which counterparts shall be an original and all of which together shall constitute one and the same instrument.
  - 10.8. Cumulative Rights: Except as may be expressly provided by the Agreement, the rights and remedies provided by the Agreement are cumulative and in addition to each other and do not exclude or limit any other right or remedy provided by law.

- 10.9. Dispute Resolution: All disputes related to the Agreement shall be resolved by binding arbitration before a single arbitrator in accordance with the Federal Arbitration Act and the Commercial Arbitration Rules of the American Arbitration Association in Denver, Colorado. The decision of the arbitrator shall be final and binding and may be reduced to a judgment in a court of competent jurisdiction. Each Party shall be responsible for its own costs and expenses of arbitration, including expert, filing, and legal fees; however, the prevailing Party shall be entitled to recover from the other Party its reasonable costs, expenses, and fees incurred in connection with such proceeding (including its reasonable expert and legal fees). Notwithstanding this arbitration obligation, nothing in the Agreement shall prevent **TI** from applying to and obtaining from any court having jurisdiction a writ of attachment, a temporary restraining order, preliminary injunction, permanent injunction, or other relief available to safeguard and protect its Intellectual Property or exercise its right to prevent competition with Company, whether before, during, or after the filing of any arbitration or other proceeding or pending entry of a final arbitration order or a decision or award in connection with any arbitration or other proceeding.
- 10.10. Entire agreement: The Agreement, consisting only of the Subscription Agreement, these Terms and Conditions and the attached Exhibits A & B to these Terms and Conditions, in their current form and as the Parties may amend them from time to time, constitutes the entire contract between the Parties and supersedes all prior agreements, representations, and understandings, whether established by custom, practice, policy or precedent. Any offers, promises, representations, or other communications not expressly set forth in the Agreement are of no force or effect.
- 10.11. Examples: Any examples and use of the abbreviation “e.g.” are non-exclusive and for illustrative and explanatory purposes, only.
- 10.12. Force majeure: **TI** shall not be deemed in default under the Agreement, nor shall it be responsible for any cessation, delay, or interruption in providing the Services or in performing its obligations under the Agreement when such failure is due to circumstances beyond its reasonable control, including without limitation, circumstances such as changes in law, death, fire, forces of nature, government decrees or orders, labor difficulty, riot, strikes, terrorism, or war, provided that **TI** shall attempt to give Company written notice thereof promptly and shall take all steps reasonably practicable under the circumstances to mitigate the effects of such event upon which such notice is based, and provided further that if the event extends for a period in excess of thirty (30) consecutive days, Company may immediately terminate the Agreement and thereafter be relieved of all of its obligations under the Agreement.
- 10.13. Forms: To the extent the Agreement calls for either Party to submit information or notices on a particular form, such information or notice shall be deemed not submitted if not provided on such form, properly and fully completed, and in the manner prescribed by the Agreement and/or applicable form.
- 10.14. Further Assurances: Without further compensation, and in order to give full effect to the Agreement and to carry out the intent of the Agreement, the Parties agree to provide such information and execute and deliver any instruments and documents and take such other action as may be necessary or reasonably requested by the other Party that are not inconsistent with the terms of the Agreement and that do not involve the assumption of obligations other than those provided for in the Agreement.
- 10.15. General Covenants: The Parties covenant, represent, and warrant they now and shall at all times during the Term: a) have, maintain, obtain, and/or secure all approvals, consents, licenses, and permits required to allow them to perform their obligations under the Agreement; b) comply with or exceed the requirements of all applicable laws applicable to their businesses (e.g. title insurance laws); and, c) be in good standing in all jurisdictions in which they are authorized to do business.
- 10.16. Indemnity: Each Party (“Indemnifying Party”) shall defend, hold harmless, and indemnify the other Party and its affiliates, agents, assigns, directors, employees, officers, and successors (collectively “Indemnified Party”) from and against any and all causes of action, claims, costs, damages, demands, expenses, fines, injuries, interest, investigations, liabilities, losses, and penalties, including reasonable attorney’s fees, incurred by or asserted against an Indemnified Party and that result from the Indemnifying Party’s breach of any term of the Agreement (“Claims”).
- 10.16.1. The foregoing expressly includes the obligation that Company defend, hold harmless, and indemnify the **TI** Indemnified Parties from and against Claims by any local, state, or federal governmental agency or authority or any Subscriber or User related to the amount Company charges Users.

- 10.17. Intellectual Property: All interest, right, and title in and to all: a) **TI** registered and unregistered trademarks, service marks and logos; the names **TISERVICES**, **TISERVICES, LLC**, **TRACcalculator**, **GFTE**, **myTitleIns**, **Seller's Net Sheet** and **myTitleIns.com**, b) patents, patent applications, and patentable ideas, inventions, and/or improvements; c) trade secrets, proprietary information, and know-how; d) all divisions, continuations, reissues, renewals, and extensions thereof now existing or hereafter filed, issued, or acquired; d) registered and unregistered copyrights including, without limitation, any forms, images, audiovisual displays, text, and software; and, e) all other intellectual property, proprietary rights or other rights related to intangible property used, developed, comprising, embodied in, or practiced in connection with any of the Services or the Agreement ("Intellectual Property") are owned by **TI**, and Company shall make no claim of interest in or ownership of any such Intellectual Property. No title to the Intellectual Property is transferred to Company, and Company does not obtain any rights, express or implied, in the Intellectual Property, other than the limited rights that may be expressly granted in the Agreement. To the extent Company creates any derivative work of any Intellectual Property, such derivative work shall be owned by **TI**, and all right, title, and interest in and to each such derivative work shall automatically vest in **TI**. **TI** shall have no obligation to grant Company any right in any such derivative work. Company may not copy, distribute, post, reproduce, republish, transmit, or upload Intellectual Property without **TI**'s prior written approval.
- 10.18. Jurisdiction and venue: The Parties consent to the jurisdiction and venue of any federal or state court in Denver County, Colorado for the purpose of enforcing an award by an arbitrator or any other matter not subject to arbitration.
- 10.19. Law: Colorado law governs the construction and interpretation of the Agreement, without regard to conflicts of laws principles.
- 10.20. Liability Limitation: **TI** disclaims and shall have no liability resulting from or in connection with: any discontinuance, modification, or suspension of the Services; termination or non-renewal, regardless of the cause; use of the Services; **TI**'s processing of the Agreement; failures of an internet service provider; access delays or access interruptions; data non-delivery; errors, omissions or misstatements in any and all information or Services provided under the Agreement; or any action or omission of a third party. Except for indemnification pursuant to Subsections 12.16.1 and 12.16, in no event shall either Party be liable to the other for any consequential, incidental, punitive, or special damages even if they have been advised of the possibility of such damages. Except for indemnification pursuant to Sections 12.16.1 and 12.16, the Party's liability to each other under the Agreement shall not exceed the amount of the Fees. For purposes of this Subsection, the term "Party" includes that Party's affiliates, agents, assigns, consultants, contractors, directors, employees, members, officers, partners, shareholders, subsidiaries, and vendors. Any claim or cause of action arising out of or related to the Agreement or the Services must be filed within one (1) year after such claim or cause of action arose or be forever barred. The Parties expressly waive all claims that any other statute(s) of limitations applies.
- 10.21. Maintenance: Company understands and agrees delivery of the Services may be interrupted from time-to-time in connection with ordinary or extraordinary maintenance and/or for reasons beyond **TI**'s control.
- 10.22. No Action Related to License: Company covenants, represents, and warrants that upon its execution of the Subscription Agreement and the Effective Date that it is not the subject of any action, investigation, litigation, or proceeding related to its authority to transact business as a licensed title insurance provider. Throughout the Term, Company shall immediately notify **TI** of any such action, investigation, litigation, or proceeding.
- 10.23. No Endorsement: Neither the Agreement nor **TI**'s reference to and/or advertisement of any products, services, or processes, hypertext links to third parties (including to Subscriber), Quotes, or reference to other information implies endorsement by **TI**. Company understands and agrees **TI** makes no representations or warranties whatsoever about other sites or other Subscribers. Company shall not in any manner represent or suggest that **TI** has endorsed Company or its products.
- 10.24. No Government Approval: No local, federal, or state agencies or officials have approved or endorsed **TI** or the Services or the TRAC Calculator. Company may not represent that **TI**, the Services, or the TRAC Calculator have been approved, endorsed, reviewed, or sanctioned by any governmental agency.
- 10.25. No Guaranty of Security: **TI** does not screen Users. **TI** makes no covenant, representation, or warranty and shall have no liability in any way related to third party (e.g. User) access to

- Company's website. Company assumes all risks associated with User access of Company property (including Company's website) in connection with the Services.
- 10.26. No Offset: Under no circumstances shall Company have or assert any offset, or lien or related right(s) or claim(s) with respect to any amounts due **TI** under the Agreement.
- 10.27. No Other Covenant, Representation, or Warranty: The Parties make no covenants, representations, or warranties except as set forth in the Agreement.
- 10.28. No Third-Party Beneficiaries: Except as expressly set forth in the Agreement, the Agreement is intended solely for the benefit of the Parties, and nothing in the Agreement shall be construed to create any duty to, or standard of care with reference to, or any liability to, or any benefit for, any person not a party to the Agreement. The Parties intend that Users are not third-party beneficiaries under the Agreement.
- 10.29. No Waiver: No failure of either Party to exercise any right or power under the Agreement or to insist upon strict compliance with any obligation or provision of the Agreement, and no custom or practice at variance with the terms of the Agreement, shall constitute a waiver of the Parties' rights to later demand exact compliance with the Agreement. Waiver can be effected only in writing by an authorized representative of the waiving Party.
- 10.30. No Warranty: THE SERVICES ARE PROVIDED ON AN AS IS AND AS AVAILABLE BASIS. **TI** EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. **TI** MAKES NO WARRANTY THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE; NOR DOES **TI** MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES OR AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE SERVICES. **TI** MAKES NO WARRANTY REGARDING THE USERS/CUSTOMERS IDENTIFIED THROUGH ANY OF THE SERVICES OR ANY TRANSACTIONS ENTERED INTO THROUGH SUCH SERVICES. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM **TI** SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE IN THIS AGREEMENT.
- 10.31. Non-Competition: Company agrees that during the Term and for ten (10) years after the expiration of the Term it shall not compete with **TI**'s business as such business (which includes provision of the Services or providing similar or related services) exists now or later during the period of non-competition.
- 10.32. Notices: Any notices to be sent pursuant to the Agreement shall be sent certified mail or faxed to the other Party at the address and/or fax number set forth in their respective signature box in the Subscription Agreement. Either Party may change its notice information by sending the other Party notice of such change consistent with the requirements of this Subsection.
- 10.33. Relationship of the Parties: The Parties will in all matters relating to the Agreement act with respect to each other as independent contractors. Neither Party by virtue of the Agreement or the transactions contemplated by it has any authority, nor will any Party represent that it has any authority, to assume or create any obligation, express or implied, on behalf of the other Party. Neither the execution nor performance of the Agreement shall be construed to have established any agency, joint venture, or partnership among the Parties.
- 10.34. Reporting Violations: Subscribers aware of or observing a violation of the Agreement by any other Subscriber shall submit a written report of such violation directly to **TI**.
- 10.35. Severability: If any provision of the Agreement, in its current form or as may be amended, is held to be invalid or unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable, and the balance of the Agreement will remain in full force and effect.
- 10.36. Subcontractors: **TI** may retain subcontractors to provide any or all of the Services. **TI** is responsible for all amounts due subcontractors for the Services (or portion thereof) they provide. Subcontracting does not relieve **TI** of its obligations under the Agreement. Subcontractors retained by **TI** must comply with **TI**'s obligations under the Agreement.
- 10.37. Survival: The provisions of this Agreement that by their nature are intended to extend beyond the Term shall survive the termination of this Agreement.
- 10.38. US Dollars: All amounts due under the Agreement shall be paid in US Dollars.



EXHIBIT A

TISERVICES, LLC SUBSCRIPTION AGREEMENT
FOR
SELLER'S NET SHEET CALCULATOR SERVICE

NET Subscription Account Number: \_\_\_\_\_

1. COMPANY CONTACT INFORMATION:

Company Website URL: \_\_\_\_\_
Contact Name: \_\_\_\_\_
Contact Email Address: \_\_\_\_\_
Contact Phone No: \_\_\_\_\_

2. COMPANY RATES, INFORMATION, SERVICES AND FEES INFORMATION:

A.) TITLE RATES - UNDERWRITER(S) TRANSACTIONAL RELATIONSHIP BY COUNTY

(COMPANY TO PROVIDE COPY OF FILED TITLE RATE MANUAL FOR EACH UNDERWRITER LISTED)

Sales: \_\_\_\_\_
New Home \_\_\_\_\_
Refinance Loans: \_\_\_\_\_
1st Loans (F&C): \_\_\_\_\_
Reverse Refinance Loans: \_\_\_\_\_
Reverse 1st Loans (F&C): \_\_\_\_\_
Construction Loans: \_\_\_\_\_
Junior / 2nd Loans: \_\_\_\_\_
Other: \_\_\_\_\_

B.) COMPANY TO COMPLETE TI TEMPLATE OF COMPANY INFORMATION, SERVICES, RATES & FEES

C.) COMPANY TO PROVIDE TI ALL GOVERNMENTAL RECORDING CHARGES & TRANSFER TAXES:

D.) COMPANY BRANDING ON i-FRAME (pixel size: 375 x 100) Yes \_\_\_\_\_ No \_\_\_\_\_

E.) OTHER: \_\_\_\_\_

3. SUBSCRIPTION PRICING & TERMS (See Exhibit B):

A.) SETUP FEES: Website & 1 Office: \$ \_\_\_\_\_ No. Add. Offices: \_\_\_\_\_ Total Set-up Fees: \$ \_\_\_\_\_

B.) MONTHLY FEES: No. of Counties: \_\_\_\_\_ Total Monthly Fees: \$ \_\_\_\_\_

C.) TERMS: Six (6) Months \_\_\_\_\_ 1 Year \_\_\_\_\_ (5% Discount on Monthly Fees)

D.) OTHER: \_\_\_\_\_

(Company- Initials) (Date) (TI - Initials) (Date)