

TISERVICES, LLC SUBSCRIPTION PURCHASE ORDER
 FOR
 www.myTitleIns.com
 Purchase Order Number: _____ (“Purchase Order”)

The parties to this Purchase Order 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”).

- A. Company is a licensed Colorado title company.
- B. **TI** operates a website with a URL of www.myTitleIns.com (“Website”).
- C. The Website allows title companies the ability to market and promote their business to title insurance consumers and their advisors (e.g. lenders, mortgage brokers, real estate brokers, and attorneys) (“Users”)
- D. The Website allows Users to locate a title company and to generally estimate the typical closing and ancillary fees and title insurance rates (these fees and rates to be displayed and herein referred to as “Quotes” and each a “Quote”) and compare the Quotes of various Colorado title companies (“Comparisons”), including title companies that subscribe to **TI**'s services (“Subscribers”) and certain, listed title companies that may not subscribe to **TI**'s services (“Non-Subscribers”). Through an active Website link, Users also may be able to request additional information from a Subscriber.
- E. In addition to offering Users Comparisons, the Website will allow Users to request ownership and encumbrance reports (“O&Es”) and place title orders and will list Subscribers and maybe also Non-Subscribers in **TI**'s Title Locator service, in addition to providing Comparisons and other services set forth in the Terms and Conditions (“Services”).
- F. Company wants to become a Subscriber for the following County(ies), Terms and Fees listed below:

County(ies)	Terms (dates)	Monthly Subscriber's Fees
TOTAL MONTHLY FEE:		

This Purchase Order is subject to the **TISERVICES, LLC SUBSCRIPTION TERMS AND CONDITIONS To Subscription Purchase Order** ("Terms and Conditions") and Exhibits A, B, C, D & E. If not attached, the Terms and Conditions and Exhibits are available for download, printing, and review at www.mytitleins.com or by contacting **TI** at its address or telephone number listed below.

This Purchase Order, the Terms and Conditions and Exhibits A, B, C, D & E form the entire and only agreement between the Parties regarding Company's purchase of and **TI's** providing the Services ("Agreement"). By executing this Purchase Order, the Company acknowledges that it has read and understands the Terms and Conditions, and Exhibits, and further agrees the Terms and Conditions to Purchase Order, and Exhibits A, B, C, D E. shall apply to this Purchase Order and to the transaction(s) between the Parties to which it relates.

This Purchase Order, Terms and Conditions and Exhibits also are subject to the following additional provisions: (If none state "NONE")

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

Agreed to:

	TISERVICES LLC 6200 W. Mansfield Ave. Unit 50 Denver, CO 80235 Tel: 303-795-1667 Fax: 303-795-1668
By: _____	By: _____
Its: _____	Its: Manager
Dated: _____	Dated: _____

(Form No. 2-2010)

TI SERVICES, LLC
TERMS AND CONDITIONS
To Subscription Purchase Order
FOR
www.myTitleIns.com

Purchase Order No. _____

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

Capitalized terms not defined in these Terms and Conditions have the meanings given them in the Purchase Order.

1. Services:

1.1. During the Term (defined below), **TI** shall provide Company with the following (each a "Service" and collectively the "Services"): a) inclusion in Comparisons and provision of Quotes; b) Advertisement (as defined and described below); c) listing within **TI's** "Title Locator" service; and, d) an active link from the Website to Company's website for the purpose of allowing Users to: i) request a Company contact; ii) request an O&E; and, iii) place an order with Company for title insurance products (each link individually and collectively the "Link").

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

1.3. Link:

1.3.1. For purposes of the Link, Company grants **TI** a non-exclusive, non-transferable, royalty-free license to link to Company's website at the URL set forth in the attached Exhibit A.

1.3.2. At any time during the Term, Company may submit an updated URL to **TI** by submitting an updated Exhibit A. **TI** shall update Company's URL within three (3) business days after receiving the required form from Company.

1.3.3. At all times during the Term, Company shall maintain in good working order its website to which the Link is directed.

1.3.4. 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 the Purchase Order, consisting of the "Monthly Subscriber's Fee" (collectively the "Fees" and each a "Fee").

2.2. The Monthly Subscriber's Fee is due and payable to **TI** on a monthly basis for the Term of the agreement.

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. Invoices not timely paid shall accrue interest at a rate of one percent (1%) per month.
4. Term: The term of the Agreement shall be the length of time set forth in the Purchase Order, starting on the Effective Date ("Term"). For purposes of the Agreement, "Effective Date" means ten (10) business days after Company delivered to **TI** the executed Approval (defined below).
5. Title locator listing: For purposes of listing Company in its Title Locator service, **TI** shall list Company using the name and contact information included in Company's signature box in the Purchase Order and the URL ("General Contact") set forth in Exhibit A.
6. Comparisons of Estimated Quote ("Quote") or Good Faith Title Estimate ("GFTE") ("Comparisons")
- 6.1. The Website will generate Comparisons 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 Subscribers and, in the case of Non-Subscribers, based on filed rates and fees and applicable rules for regularly-issued title insurance policies and imposed closing and settlement charges ("Rate and Fee Information"). The generation of the Comparative Quotes & GFTE will be performed electronically through the Website and **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-Comparison settings of the Website. These settings, and ultimately the Comparison(s), 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.
- 6.2. The Website will also produce a disclosure of applicable governmental recording charges and transfer taxes as provided by the Company under Section 6.9.
- 6.3. The Website in generating a Quote or GFTE and disclosure of governmental recording charges and transfer taxes will incorporate all necessary itemized charges into a standardized format representing the HUD- Good Faith Estimate Blocks 4, 5, 7 & 8.
- 6.4. Only those Subscribers and Non-Subscribers whose Rate and Fee Information corresponds to the Input Information (e.g. geographic area) will be included in the particular Comparison. Comparisons will include all Subscribers that provide services in the particular geographic location corresponding to the Input Information and may also include some or all title companies that provide services in the geographic location corresponding to the Input Information.
- 6.5. Because Comparisons are based in part on Input Information, over which **TI** has no control and which may be incorrectly dated or inaccurate, the Comparisons 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. Also, it may be necessary for Company to provide Input Information in connection with a User's specific transaction (e.g. O&E).
- 6.6. Because Comparisons 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.

- 6.7. The Website will generate Comparisons for certain types of typical, customary residential transactions, only. These general types of transactions are set forth in the attached Exhibit B.
- 6.8. Comparisons will first rank Subscribers by their CPR rating (identified in Section 6.13) and second by their costs within their applicable CPR score. Non-Subscribers will be listed after all Subscribers and will be reflected from lowest to highest based on cost as determined based on the Input Information and the applicable Subscribers and Non-Subscriber Comparison Information. **TI** makes no covenant, representation, or warranty relative to Company Comparison ranking.
- 6.9. With each Comparison, the User shall have the option through a Link to request additional information from each Subscriber ("Link") and **TI** through the Website may track Links.
- 6.10. Company hereby provides **TI** the Rate and Fee Information as required in Exhibit C (for each requested county), 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.
- 6.11. **TI** assumes no and shall have no responsibility for verifying the completeness and accuracy of Subscribers' Rate and Fee Information. **TI** makes no covenant, representation, or warranty that other Subscribers have provided accurate or complete Rate and Fee Information or that the Rate and Fee Information for Non-Subscribers is accurate, complete, and up-to-date. Company is responsible for the completeness and accuracy of the Rate and Fee Information it submits.
- 6.12. Company is responsible for updating its Rate and Fee Information upon new rate and fee filings. Company shall update its Rate and Fee Information by submitting to **TI**, at any time during the Term its updated Rate and Fee Information
- 6.13. **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. Upon such update, Company's Updated Rate and Fee Information shall be deemed its Rate and Fee Information.
- 6.14. Company certifies that at all times during the Term 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 department of insurance and b) the closing fees and title insurance rates it charges its customers, and Company shall charge Users consistent with this information.
- 6.15. The Rate and Fee Information for Subscribers also includes and reflects to Users for their review, a Consumer Protection Rating "CPR" feature that compares and rates Subscribers on a scale of 1 to 10 based on various tangible determining factors that include company information, services, policy coverages and available closing protections, then compared by cost as identified on Exhibit E. The Company hereby warrants to **TI** that the Company information, policy coverages and closing protections stated on Exhibit E is correct as reflected, so Users can rely upon said information and protections to assist in selecting a title company for their title insurance and closing services. Company agrees to notify **TI** immediately should any of the information described on Exhibit E, ceases to be correct, so the website can be updated to reflect the correct and current information.

7. Test Quotes:

- 7.1. After the Parties have executed the Purchase Order, 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").

- 7.2. The Test Quotes will demonstrate the Quotes that will be associated with Company in connection with any Quote 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 that may be generated are in fact consistent with Company's actual charges
- 7.3. The Company shall notify **TI** of any deficiency, discrepancy, dispute, or problem with how the Website and **TI**'s software generate Quotes. 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, this Agreement shall be deemed terminated in all respects.
8. Advertisement: **TI** shall place two (2) Company advertisements ("Advertisements") on the Summary of Comparative Quotes page and the Company's "Detailed Quote" page of the Website. These Advertisements shall be submitted to **TI** in the content, form, and size as set forth in the attached Exhibit D.
9. Protection and use of User Information: Except for purposes expressly authorized by and clearly contemplated by this Agreement, Company shall not use and shall not allow use of any User information (e.g. Input Information, User requests, User email addresses, User emails) ("User Information") for any purposes. Company shall institute and employ measures to protect User Information that are at least as stringent as Company uses to protect its own comparable business information.
10. 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 Comparison Information, regardless of the cause; b) Company has charged any User or User client/customer an amount inconsistent with Company's Comparison 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).
11. 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.
12. Miscellaneous:
- 12.1. 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.
- 12.2. 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.
- 12.3. Authority: The individuals signing the Purchase Order 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, including ownership of all property (e.g. URLs and Advertisement information) required for Company to enter and perform its rights and obligations under the Agreement.
- 12.4. Binding Effect: The Agreement shall bind the Parties and their respective successors and permitted assigns.
- 12.5. 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.
- 12.6. 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.
- 12.7. Counterparts: The Purchase Order 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.
- 12.8. 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.
- 12.9. 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.
- 12.10. Entire agreement: The Agreement, consisting only of the Purchase Order, these Terms and Conditions and the attached Exhibits A, B, C, D & E. 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.
- 12.11. Examples: Any examples and use of the abbreviation "e.g." are non-exclusive and for illustrative and explanatory purposes, only.
- 12.12. 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.

- 12.13. 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.
- 12.14. 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.
- 12.15. 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.
- 12.16. 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").
 - 12.16.1. 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.
- 12.17. 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, myTitleIns, 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.

- 12.18. 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.
- 12.19. Law: Colorado law governs the construction and interpretation of the Agreement, without regard to conflicts of laws principles.
- 12.20. 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.
- 12.21. 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.
- 12.22. No Action Related to License: Company covenants, represents, and warrants that upon its execution of the Purchase Order 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.
- 12.23. 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 Subscribers and Non-Subscribers), Quotes, Comparisons, 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 or about Non-Subscribers. Company shall not in any manner represent or suggest that **TI** has endorsed Company or its products.
- 12.24. No Government Approval: No local, federal, or state agencies or officials have approved or endorsed **TI** or the Services or the Website. Company may not represent that **TI**, the Services, or the Website have been approved, endorsed, reviewed, or sanctioned by any governmental agency.
- 12.25. 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.
- 12.26. 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.
- 12.27. No Other Covenant, Representation, or Warranty: The Parties make no covenants, representations, or warranties except as set forth in the Agreement.
- 12.28. 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.
- 12.29. 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.
- 12.30. 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.
- 12.31. 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.
- 12.32. 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 Purchase Order. Either Party may change its notice information by sending the other Party notice of such change consistent with the requirements of this Subsection.
- 12.33. 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.
- 12.34. 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**.
- 12.35. 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.
- 12.36. 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.
- 12.37. Survival: The provisions of this Agreement that by their nature are intended to extend beyond the Term shall survive the termination of this Agreement.
- 12.38. US Dollars: All amounts due under the Agreement shall be paid in US Dollars.

(Form No. 2-2010)

EXHIBIT A

**TISERVICES, LLC SUBSCRIPTION AGREEMENT
FOR
www.myTitleIns.com**

**COMPANY CONTACT INFORMATION
(Use an Exhibit A for Each County)**

Purchase Order Number: _____
Company Name: _____
Address: _____
Town / City: _____ Zip Code: _____
State: _____ County: _____

URL (General Contact): _____

URL (Quote Contact): _____

URL (O & E Contact): _____

URL (Title Order Contact): _____

(Company – Initials)

EXHIBIT B

TISERVICES, LLC SUBSCRIPTION AGREEMENT
FOR
www.myTitleIns.com

TRANSACTION TYPES

Purchase Order Number: _____

Transaction type	Number of units	Property classification	Value limitations	Value limitations Eagle and Pitkin Counties	Miscellaneous
Sale	1 to 4	Single family; townhouse; condominium; vacant land	\$5,000,000.00	\$10,000,000.00	Colorado counties, only; residential transactions, only
Refinance	1 to 4	Single family; townhouse; condominium	\$2,500,000.00	\$5,000,000.00	Colorado counties, only; residential transactions, only
New first loan	1 to 4	Single family; townhouse; condominium; vacant land	\$5,000,000.00	\$10,000,000.00	Colorado counties, only; residential transactions, only; no other loan on property
Construction loan	1 to 4	Single family	\$5,000,000.00	\$10,000,000.00	Colorado counties, only; residential transactions, only

(Initials)

EXHIBIT C

**TISERVICES, LLC SUBSCRIPTION AGREEMENT
FOR
www.myTitleIns.com**

RATE AND FEE INFORMATION

Purchase Order Number: _____

TITLE RATES:

UNDERWRITER(S) TRANSACTION RELATIONSHIP BY COUNTY:

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

Sales: _____

Refinance Loans: _____

1st Loans: _____

Construction Loans: _____

ADDITIONAL NOTES:

CLOSING AND ANCILLARY SERVICE FEES:

(COMPANY TO PROVIDE COPY OF ALL FILED & UNFILED CLOSING FEES FOR EACH COUNTY(IES))

ADDITIONAL NOTES:

GOVERNMENT RECORDING CHARGES & TRANSFER TAXES:

(COMPANY TO PROVIDE COPY OF ALL FILED & UNFILED CLOSING FEES FOR EACH COUNTY(IES))

ADDITIONAL NOTES:

(Company - Initials)

EXHIBIT D

TISERVICES, LLC. SUBSCRIPTION AGREEMENT
FOR
www.myTitleIns.com

ADVERTISING INFORMATION
(Use an Exhibit D for Each County)

Purchase Order Number: _____

State: _____ County: _____

1) REQUIRED ADVERTISING SPECIFICATIONS: (No flash or animated advertising permitted)

LOCATION: Detailed Quote Page (Left Side)

AD SIZE: 160 X 600

FILE TYPE: JPEG _____ GIF _____ PNG _____

RESOLUTION: 72 DPI

2) REQUIRED ADVERTISING SPECIFICATIONS: (No flash or animated advertising permitted)

LOCATION: Summary of Comparison Quotes Page (Summary Box)

AD SIZE: 574 X 80

FILE TYPE: JPEG _____ GIF _____ PNG _____

RESOLUTION: 72 DPI

ADDITIONAL PROVISIONS:

(Company - Initials)

(Form No 2-2010)

Page 4 of 5 (Exhibits)

EXHIBIT E

TISERVICES, LLC SUBSCRIPTION AGREEMENT
FOR
www.myTitleIns.com

COMPANY INFORMATION, POLICY COVERAGES & CLOSING PROTECTIONS

Purchase Order Number: _____

The Company hereby affirms that the following checked information, policy coverages, and closing protections as set forth below are correct and will be incorporated and reflected into the Consumer Protection Rating "CPR" feature of the myTitleIns.com website. The Company shall immediately advise TI SERVICES upon the change of any of the listed information.

COMPANY INFORMATION:

- CHECK ONLY ONE Independent Title Agent
- Title Insurance Company (Direct or Direct Owned Agent)
- Affiliated Business Arrangement (AfBA) Title Company
- Colorado Office
- Website - Learn More about the Company
- Online Transactional File Management Services
- Provides Weekend & Evening Closing Services
- Provides Original/Copy of All Signed Closing Documents
- Member of American Land Title Association - ALTA
- Member of Land Title Association of Colorado - LTAC

TITLE COMMITMENT/ POLICY COVERAGES:

- Utilizes ALTA Policy Forms
- Owner's Title Policy Includes Automatic Increase of Policy Coverage Amounts (No Charge)
- CHECK ONLY ONE Deletes Pre-Printed Schedule B-2 Title Exceptions on Owner's Title Policy
- Issues Form 130 & Modifies Pre-Printed Schedule B-2 Title Exceptions
- Does Not Use General Schedule B-2 Title Exceptions without Proposed Insured's Acknowledgement
- Professional Liability/Errors & Omission's Insurance for Title Services

CLOSING PROTECTIONS:

- CHECK ONE OR NONE Provides a Lender's Closing Protection Letter (Upon Request) (Automatic Issuance)
- CHECK ONE OR NONE Provides a Borrower's Closing Protection Letter (Upon Request) (Automatic Issuance)
- CHECK ONE OR NONE Provides a Buyer's Closing Protection Letter (Upon Request) (Automatic Issuance)
- CHECK ONE OR NONE Provides a Seller's Closing Protection Letter (Upon Request) (Automatic Issuance)
- General Business Liability Insurance
- Professional Liability/Error & Omission's Insurance for Closing Services
- Fidelity/Crime Insurance

COSTS:

- The Company Has a Filed Rule with the Division of Insurance for Providing an Estimated Binding Quote

* **DISCLAIMER:** The Consumer Protection Rating (CPR) is a proprietary rating system of myTitleIns.com that compares information, services, policy coverages, closing protections and costs of subscribing title companies for the benefit of consumers.

(Company - Initials)