

## General Terms and Conditions

**1. CERTAIN DEFINITIONS.**

1.1. *Agreement*—each product schedule between Customer and REALINFO and all items attached to or referred to therein, including the then current general terms and conditions.

1.2. *Applicable price schedule*—the price schedule incorporated into a product schedule per the annual price protection provisions of paragraph 3.2.

1.3. *Price schedule*—the prices and related terms and conditions pursuant to which REALINFO products and services are offered in effect from time to time.

1.4. *Product schedule*—a schedule which lists one or more REALINFO products or services made available to Customer, the initial fees and any special terms and conditions.

1.5. *Programs*—software programs described in a product schedule and licensed under this Agreement, including all files related thereto.

1.6. *REALINFO data or data*—information or other material obtained by Customer through access to the REALINFO system.

1.7. *REALINFO system or system*—the programs and one or more databases made available to Customer per a product schedule.

1.8. *Supplier(s)*—any third-party who supplies data or programs to the system for use by Customer hereunder.

2. **TERM OF AGREEMENT; REINSTATEMENT OF SERVICE.** Unless otherwise set forth in a product schedule, the term of this Agreement is 3 months. At the end of the first 3 months this Agreement is month-to-month and it may be terminated by either party on not less than 30-days prior written notice. If service is terminated or suspended, Customer will pay the then current reinstatement fee, in addition to all other charges then due and payable, prior to restoration of service.

**3. FEES, PAYMENT, CREDIT & TAXES.**

3.1. Customer will pay (a) subscription fees in advance and (b) fees for other goods or services as invoiced, in each case per the applicable price schedule.

3.2. For each product schedule, the price schedule in effect on the product schedule effective date is incorporated therein by reference as the applicable price schedule. On the annual anniversary of the effective date of the initial product schedule, the then current REALINFO price schedule will be substituted automatically in lieu of all prior price schedules as the new applicable price schedule. REALINFO may change its published price schedule at any time without notice. All customers will be subject to the new scheduled rates within 30 days of publication of the rate schedule.

3.3. All REALINFO invoices are payable by Customer upon presentation. Amounts not paid within 30 days after the date of the invoice are subject to late payment charges of 1-1/2% per month, or the highest amount permitted under applicable law if less.

3.4. As a condition of establishing or continuing service, REALINFO may (a) require Customer to make a security deposit or prepayment of fees, (b) establish a credit limit, and (c) modify such amounts from time to time. If fees or deposits are not paid when due, or if outstanding fees are in excess of an established credit limit, then REALINFO may suspend service to Customer without liability or prejudice to any other right or remedy.

3.5. The price schedule does not include, and Customer is responsible for the payment of, any applicable sales, use, property, transaction or other tax however and whenever levied with respect to this Agreement and the goods or services furnished hereunder.

**4. RESTRICTIONS ON USE OF DATA.**

4.1. Customer will not use any data obtained from the REALINFO system for credit reporting or title insurance purposes, including without limitation, policies, abstracts of title or commitments.

4.2. Customer will use such data lawfully for its own internal business purposes. Customer will not, and will not permit any Customer employee, agent or representative to, redistribute, publish, retransmit, broadcast, sell or license any REALINFO data in any format to anyone, except that Customer may on an occasional basis include limited portions of the REALINFO data in written memoranda, reports, presentations or direct mailings but only if such material is distributed or otherwise made available in non-electronic form to a limited number of Customer's employees, agents, representatives, clients or prospective clients. Except as expressly provided in this paragraph, in no event will Customer make any REALINFO data available to any third party.

5. **CERTAIN RESPONSIBILITIES.** 5.1. Customer acknowledges (a) that the programs and data provided hereunder are proprietary material of REALINFO or its suppliers, and protected under the copyright laws; (b) that such programs and data are furnished to Customer for the use and benefit of only Customer; and (c) that the programs and data are valuable commercial products, the development of which has involved the expenditure of substantial time and money by REALINFO or its suppliers.

5.2. Customer agrees (a) that it may download data to its computer(s) only in reasonable amounts as determined by REALINFO and (b) that it will not incorporate such data into a permanent system contrary to REALINFO'S data retention policy without the express written consent of REALINFO. Customer will not engage in systematic, substantial and regular replication of REALINFO data.

5.3. Customer acknowledges that it is responsible for (a) determining the accuracy, reliability and selection of data obtained from the REALINFO system and (b) assuring the quality of any work product prepared by Customer utilizing such data. If Customer requests and receives assistance from REALINFO personnel in researching any particular information, such assistance will be at Customer's risk, and REALINFO will not have any responsibility or liability with respect thereto.

5.4. Customer will be assigned one or more Customer and individual Customer-user identification codes (userids) as set forth in the applicable product schedule. Customer will only make its userids available to individuals who are its authorized employees, agents or representatives. Customer will take reasonable measures to ensure that its individual users protect the userids assigned to Customer and the confidentiality of all passwords associated with the Customer's userids. Customer is responsible for the use and security thereof and will notify REALINFO if any of its individual users ceases to be authorized by Customer to use one of the Customer's userids.

5.5. Customer will not (a) copy the programs except as provided in the applicable product schedule; or (b) cause or permit the reverse engineering, disassembly or decompilation of any programs licensed by REALINFO or its suppliers; or (c) publish the result of any benchmark test run on the programs; or (d) distribute, rent or sublicense the programs; or (e) use the programs, or any component thereof, for any purpose other than accessing the system; or (f) remove or modify any proprietary notices in the programs.

5.6. If Customer is, or relocates to, outside of the United States, Customer must comply fully with all relevant regulations of the U.S. Department of Commerce and with the U.S. Export Administration Act, as amended, to assure that no component of the programs is exported in violation of applicable law or regulation.

5.7. Upon termination of this Agreement or a product schedule, Customer will (a) cease all use of the programs and access to the system related to the terminated product schedule(s), (b) purge all copies of such programs from computers and media under its control, (c) destroy all copies of such program documentation and (d) upon request, furnish a certificate in writing to REALINFO that the foregoing has been done.

**6. OWNERSHIP OF DATA AND PROGRAMS; INDEMNIFICATION.**

6.1. REALINFO warrants it has title to or the right to license the use of the programs and data to Customer. REALINFO or its suppliers will remain the exclusive owner of all rights, title, and interest in (a) the data and system to which Customer has access under this Agreement and (b) the programs licensed to Customer for use hereunder.

**7. DISCLAIMER AND LIMITATION OF LIABILITY.**

7.1. The information being provided is provided "As Is". Neither REALINFO nor its affiliates (hereinafter "REALINFO"), nor its suppliers make any warranty, and each of them disclaims any liability, with respect to—

(a) the accuracy, completeness or currentness of any data found in or through the REALINFO system, or

(b) system performance levels, including but not limited to resource utilization, response time or overhead, or

(c) ANY OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

7.2. REALINFO will not be liable for delay in delivery or performance, and is excused from any failure to deliver or perform, due to causes beyond its reasonable control.

7.3. THE SOLE AND ENTIRE MAXIMUM LIABILITY OF REALINFO TO ANY CUSTOMER FOR ANY AND ALL PROVEN LOSS, CLAIM, DAMAGE OR LIABILITY OF ANY KIND, WILL CONSIST OF A DUTY TO REFUND NOT MORE THAN THE AMOUNTS PAID BY THE CUSTOMER TO REALINFO DURING THE YEAR PRECEDING SUCH LOSS, CLAIM, DAMAGE OR LIABILITY.

7.4. IN NO EVENT WILL REALINFO BE LIABLE FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES. NO SUPPLIER OF DATA OR PROGRAMS WILL HAVE ANY LIABILITY TO, OR THROUGH, CUSTOMER FOR ANY DAMAGES, DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES.

7.5. Customer, by signing the product schedule or accessing the REALINFO system, (a) accepts the use of the system (including programs and data) "AS IS"; and (b) waives any and all claims relating thereto, whether such claims are against REALINFO or any of

its suppliers.

**8. REVISIONS.** 8.1. *REALINFO* may develop new features for or otherwise modify the system for any reason.

8.2. *REALINFO* may terminate this Agreement in the event of unauthorized changes or attempted changes by Customer to the programs, or the failure of Customer to properly install the programs or updates thereto. In the event *REALINFO* provides services at Customer's request to correct a suspected error, and such error is the result of an unauthorized change to the programs, Customer agrees to compensate *REALINFO* for its services at its standard rates and terms then in effect.

**9. INDEMNIFICATION.** Customer will indemnify and hold *REALINFO* harmless from any costs, expenses or liability resulting from any claim based on Customer's use of the system and data obtained therefrom. Such indemnification will not be applicable with respect to claims of gross negligence, willful misconduct or infringement by *REALINFO*. Such indemnity will survive the termination or expiration of this Agreement or any product schedule.

**10. CUSTOMER SUPPORT.** *REALINFO* will provide (a) reasonable amounts of consultation via telephone in the use of the system to a single Customer point of contact, and (b) all enhancements to the system developed by *REALINFO* and generally made available to other *REALINFO* customers of the system, except separately priced options.

**11. DEFAULT.** If Customer (a) becomes bankrupt or otherwise insolvent or (b) fails to pay for services rendered in accordance with the terms hereof or (c) commits any other breach of this Agreement, *REALINFO* may, at its sole option and without notice or judicial intervention, discontinue performance and terminate this Agreement for default and pursue any other remedies available at law or in equity; however for breaches which are curable, *REALINFO* will give Customer notice and a cure period of 15 days for monetary breaches and 30 days for non-monetary curable breaches. In such event, no amount paid will be refunded and all outstanding amounts will become due immediately.

**12. GENERAL.** 12.1. Neither this Agreement nor any rights or obligations hereunder will be assigned or otherwise transferred by Customer without the prior written consent of *REALINFO*.

12.2. Neither party will use the name of the other or its products in publicity releases, advertising, or similar activity without the prior written consent of the other, except that Customer hereby authorizes *REALINFO* to include Customer's name in its client list.

12.3. No waiver of any breach of any provision of this Agreement will constitute a waiver of any prior, concurrent or subsequent breach of the same or other provisions hereof. If any provision of the Agreement is or becomes illegal or otherwise unenforceable, such provision will not invalidate the other provisions hereof; provided if *REALINFO* determines that any such unenforceable provision is essential, it may terminate this Agreement upon notice.

12.4. All notices which either party hereto is required or may desire to give the other party hereunder will be given in writing at its address as set forth in a product schedule or at such other address as may be given by either party to the other in writing. Any notice of default or termination will be sent postage prepaid by certified mail, addressed to the party for which intended.

12.5. In the event Customer's account becomes overdue, Customer will pay all expenses of collection (including agency and attorneys' fees and costs) in addition to all amounts due hereunder. In the event of any other action or proceeding brought in connection with this Agreement, the prevailing party therein will be entitled to recover its costs and reasonable attorneys' fees.

12.6. General training and installation support is made available at no charge in accordance with *REALINFO*'S current training schedule and policy in effect from time to time. Any special training, assistance and support requested by Customer will be provided on a time and materials basis at *REALINFO*'S then prevailing rates, plus reimbursement for its actual and reasonable travel, subsistence and associated expenses incurred in performance thereof.

12.7. This Agreement is governed by the laws of the State of Illinois. The parties agree that the courts (state and federal) located in Chicago, Illinois, will have non-exclusive jurisdiction to determine the validity, construction and performance of this Agreement and the legal relations between the parties.

12.8. This Agreement constitutes the entire agreement between *REALINFO* and Customer, and supersedes all prior agreements, proposals, representations, or other communications, relative to the subject matter hereof. The terms of this Agreement will not be amended or changed by the preprinted terms of any purchase order or acknowledgment, even though *REALINFO* may have signed such documents. Paragraph headings are included for convenience and are not to be used to interpret this Agreement.

12.9. **RESTRICTED RIGHTS.** Use, duplication, or disclosure by the U.S. Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 or subparagraphs (c)(1) and (2) of the Commercial Computer Software—Restricted Rights at 48 CFR 52.227-19, as applicable. Contractor/manufacturer is *REALINFO* at the address set forth in the applicable product schedule.

12.10. The general terms and conditions and *REALINFO* policies are subject

to change; the current versions thereof are posted in the *REALINFO* system. *REALINFO* will give Customer at least 30-days written notice of changes to the general terms and conditions. Customer may terminate this Agreement upon written notice if any modified terms are objectionable; Customer's continued use of the system after the effective date of such modified general terms and conditions or policies will constitute its acceptance of such modified terms. Any product schedule may be modified only by a written instrument executed by authorized representatives of *REALINFO* and Customer.

# REALINFO, L.L.C.

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www.realinfo.net

## Subscription Agreement and Product Schedule

Customer Number : \_\_\_\_\_

Customer \_\_\_\_\_

Business Address \_\_\_\_\_

Attention/Dept. Telephone Email: \_\_\_\_\_

Access to following counties: \_\_\_\_\_

REALINFO Program(s): Target Property

Initial Users:	No. of USERIDS:		
Initial Fees <sup>1/</sup> :	Monthly Fee:	Membership Fee:	Initial Deposit:
Initial Price Schedule Date:	1/1/17		Sales Rep: Deedrick

Upon acceptance of this Agreement by REALINFO at its headquarters in Burr Ridge, Illinois, REALINFO grants Customer a non-exclusive, non-transferable license to use the programs and authorizes Customer to have on-line access to the REALINFO system and data listed above, subject to the general terms and conditions, as presently in effect and as modified per paragraph 12.10 thereof, and any special terms and conditions listed below, all of which are incorporated herein as if set forth in full. Customer acknowledges receipt of the general terms and conditions, a current copy of which is posted in the system

### Special Terms and Conditions

Credit Card Number : \_\_\_\_\_ Exp. Date \_\_\_\_\_

Credit Card Signature : \_\_\_\_\_

Print Name : \_\_\_\_\_ E-mail Address : \_\_\_\_\_

Address : \_\_\_\_\_

Amount Charged : \$ \_\_\_\_\_  Check box for credit card auto billing

Customer:	REALINFO:
X _____	REALINFO, L.L.C.
By: X _____	By: _____
Name: X _____	Name: <u>Bob Deedrick</u>
Title: X _____	Title : _____
	Effective Date: _____