

## END USER LICENSE AND SERVICES AGREEMENT

This End User License and Services Agreement (this “**Agreement**”) is a legal agreement between you and Courthouse Retrieval System, Inc., a Tennessee corporation doing business as CRS Data, and its successors and assigns (“**CRS**”).

Pursuant to your request, or the request of the organization of which you are a member or employee (the “**User Related Organization**”), CRS is willing to provide you with access to the services of CRS provided through the CRS website (“**Services**”), which Services primarily provide you with access to property record information (“**Information**”).

In order to use the Services and have access to the Information you are required to enter into this Agreement.

By clicking “I Agree” or a similar box or button during your registration for the Services you are agreeing to become bound by the terms of this Agreement.

If you do not agree to the terms of this Agreement, then you are not allowed to use the Services or the Information.

**1. Use of the Services.** Subject to the provisions of this Agreement, CRS grants to you a nonexclusive, non-transferable, revocable, limited, personal right to access and use the Services through a valid user account or a valid User Related Organization account as approved by CRS.

**2. Restrictions on Services.** Except for any tools approved by any applicable User Related Organization, you may not use any third-party program to access or use the Services or the Information through the Services without the express written consent of CRS. You may not use the Services in any manner which could damage, disable, overburden, or impair the Services or interfere with any other party’s use and enjoyment of the Services. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Services. You may not attempt or gain access to any CRS servers or networks through hacking or any other means. You agree that you will not use any robot, spider, other automatic device, or manual process to “screen scrape,” monitor, “mine,” or copy the Information provided by the Services or any other part of the Services without CRS’s prior, express, and written permission.

**3. License for Information.** Subject to the provisions of this Agreement, CRS grants to you a nonexclusive, non-transferrable, revocable, non-sublicensable, license to access, use and display the Information (i) for your use in the ordinary course of your business, and/or (ii) for your client’s personal use only.

**4. Restrictions on Information.** You shall not (i) sell or offer to sell to any third party all or any part of the Information, (ii) provide all or any part of the Information to a

third party that is not one of your clients, (iii) engage in any activity which directly or indirectly competes with the Services provided by CRS under this Agreement exclusive of appropriate activities associated with the ordinary course of business of your business, (iv) permit any person, even your employee or agent, to access the Information through the Services using your personal login credentials, or (v) use the Information for any purpose that violates any law or regulation governing the use of the Information, including but not limited to privacy laws and/or laws restricting the use of the Information for marketing purposes.

**5. Ownership.** This Agreement is not a sale of the Information, and CRS or its licensors retains title and ownership of the Information and all subsequent copies, including the intellectual property rights therein, regardless of the form or media in or on which the Information or subsequent copies exist.

**6. Noncompete.** During the Term of this Agreement, you shall not, whether directly or indirectly, engage in, or have any ownership or financial interest in, or act as sales representative or distributor for, any person or entity engaged in the sale of any services or information which are in any way similar in design, function or intended use (market position) to the Services or Information, or which otherwise are competitive with the Services, in CRS's sole and absolute judgment.

**7. Updates.** CRS may create, from time-to-time, upgrades, modifications, updates, additions, and/or patches to the Services, which may be made available to you while you hold a current and valid account to use the Services.

**8. User Id and Password.** As an authorized user of the Services, you have obtained a username and password from CRS or the User Related Organization. You agree that you are solely responsible for any actions that occur while using the Services under your assigned username and password. In the event that your username and password become known by a third party, you agree to take all available precautions to prevent the username and password from being used by an unauthorized individual, including, but not limited to, disabling the username, and you agree to immediately notify CRS and the User Related Organization if you obtained your username and password through a User Related Organization.

**9. Confidentiality.**

9.1. **Confidential Information.** You acknowledge that the Information is the proprietary, confidential information of CRS and/or the User Related Organization. However, the obligations of this Section 9 do not apply to Information which is public knowledge, becomes public knowledge through no fault of the parties, or is received independently from a third party who had such information independently from the parties hereto, and who had the right to disclose such information.

9.2. **Acknowledgements.** You acknowledge and agree that Information is proprietary to and a valuable trade secret of CRS or the User Related Organization, and

that any disclosure or unauthorized use thereof will cause immediate, irreparable harm and loss to CRS or the User Related Organization.

9.3. **Non-disclosure.** In consideration of CRS's disclosure of Information to you, you agree to treat Information in confidence and to undertake the following additional obligations with respect thereto:

9.3.1 to use Information only as allowed by this Agreement;

9.3.2 to not copy, in whole or in part, Information unless you are copying the Information to provide it to your clients;

9.3.3 to limit dissemination of Information to only those of your employees who have a need to know the Information to perform the limited tasks allowed in this Agreement, and to prevent the further dissemination or use of Information by any person for any purpose other than that set forth in this Agreement;

9.3.4 to protect and maintain the secrecy and confidentiality of Information.

9.4 **Feedback.** CRS has not agreed to and does not agree to treat as confidential any Feedback (as defined below) that you provide to CRS, and nothing in this Agreement or in your dealings with CRS arising out of or related to this Agreement will restrict CRS's right to use, profit from, disclose, publish, keep secret, or otherwise exploit Feedback without compensating or crediting you. "***Feedback***" means any suggestion or idea for improving or otherwise modifying the Services or the CRS software related thereto.

10. **Indemnification.** You agree to indemnify, defend and hold CRS and its officers, directors, employees, agents and contractors harmless from any loss, cost, expense (including attorney's fees and expenses), demand, claim, liability, damages or cause of action of any kind or character (collectively referred to as "claim"), in any manner arising out of or relating to any violation or breach of any provision of this Agreement by you.

11. **No Warranty.** THE SERVICES AND INFORMATION ARE PROVIDED "AS IS" WITHOUT WARRANTY AND CRS EXPRESSLY DISCLAIMS, AND YOU EXPRESSLY WAIVE, ALL OTHER WARRANTIES, WHETHER EXPRESSED, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE, OR ANY WARRANTY ARISING OUT OF ANY PROPOSAL, OR SPECIFICATION, AS WELL AS ANY WARRANTIES THAT THE SERVICES (OR ANY ELEMENTS THEREOF) WILL ACHIEVE A PARTICULAR RESULT, OR WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT THE INFORMATION IS ACCURATE. You acknowledge that the Information is collected and processed by CRS from government and other records, the accuracy and completeness of which are not and

cannot be determined by CRS. Additionally, you acknowledge that errors and omissions in making the Information available to you may from time to time occur. You agree that neither CRS nor any other party has made any representations or warranties, nor have you relied on any representations or warranties, express or implied, with respect to the Services or Information. You acknowledge that no affirmation of fact or statement (whether written or oral) made by CRS, the User Related Organization, its representatives, or any other party outside of this Agreement with respect to the Services or Information shall be deemed to create any express or implied warranty on the part of CRS or its representatives.

**12. Limitation of Liability.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL CRS BE LIABLE UNDER ANY THEORY OF LIABILITY FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, DAMAGES ARISING FROM LOSS OF PROFITS, REVENUE, DATA OR USE, OR FROM INTERRUPTED COMMUNICATIONS OR DAMAGED DATA, OR FROM ANY DEFECT OR ERROR OR IN CONNECTION WITH YOUR ACQUISITION OF SUBSTITUTE GOODS OR SERVICES OR MALFUNCTION OF THE SERVICES OR ANY SUCH DAMAGES ARISING FROM BREACH OF CONTRACT OR WARRANTY OR FROM NEGLIGENCE OR STRICT LIABILITY, EVEN IF CRS OR ANY OTHER PERSON HAS BEEN ADVISED OR SHOULD KNOW OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY REMEDY TO ACHIEVE ITS INTENDED PURPOSE. WITHOUT LIMITING THE FOREGOING OR ANY OTHER LIMITATION OF LIABILITY HEREIN, REGARDLESS OF THE FORM OF ACTION, WHETHER FOR BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY IN TORT OR OTHERWISE, YOUR EXCLUSIVE REMEDY FOR ANY CLAIMS ARISING IN ANY WAY IN CONNECTION WITH OR RELATED TO THIS AGREEMENT, THE SERVICES, OR THE INFORMATION, FOR ANY CAUSE WHATSOEVER, IS TO STOP USING THE SERVICES.

**13. Termination.** CRS may terminate this Agreement if you fail to comply with the provisions of this Agreement. If the User Related Organization through which you obtained your username and password fails to perform its obligations in a timely manner under its agreement with CRS, or if the agreement between CRS and the User Related Organization expires or is terminated for any reason, CRS may immediately suspend your access to the Services and/or terminate this Agreement. CRS shall have no liability for any damages or losses you may experience as a result of a suspension or termination under this Section 13. If this Agreement terminates then all licenses granted under this Agreement immediately terminate. If this Agreement terminates your right to use the Services is immediately revoked. The following provisions survive the termination of this Agreement Sections 4, 5, 9, 11, 12, 13 and 15.

**14. Choice of Law; Venue.** This Agreement is governed by the laws of the State of Tennessee, without regard to choice of law provisions to the contrary. The application of

the U.N. Convention on Contracts for the International Sale of Goods is specifically disclaimed and shall not govern or apply to the Services or Information provided in connection with this Agreement, including the warranty terms herein. The sole and exclusive jurisdiction and venue for any actions concerning the enforcement, construction, or interpretation of this Agreement shall be in the Chancery or Circuit Courts of Knox County, Tennessee, or in the Federal District Court for the Eastern District of Tennessee, Northern Division, sitting in Knoxville, Tennessee.

**15. Headings.** The headings of the sections of this Agreement are for convenience only, and in no way limit or affect the terms and conditions or the meaning or interpretation of this Agreement.

**16. Severability.** If any provision of this Agreement is held to be invalid or unenforceable, then that provision will be altered or limited such that it is enforceable and corresponds to the original provision as closely as possible. An invalid or unenforceable provision of this Agreement shall not affect the validity of the remaining provisions of this Agreement.

**17. Assignment.** CRS may assign the rights of CRS hereunder without prior notice to you and upon such assignment, CRS shall be released from all liability hereunder. You may not delegate, assign, or sublicense this Agreement without the prior written consent of CRS, such consent to be granted or withheld in CRS's sole and absolute discretion, and any such delegation or assignment shall be ineffective.

**18. Waiver.** Waiver by either party of a breach of any provision contained in this Agreement shall not constitute or be construed as a waiver of any succeeding breach of such provision or a waiver of the provision itself.

**19. Time To File Lawsuit Or Other Action.** You agree to file any lawsuit or other action you may have against CRS or its agents, employees, subsidiaries, affiliates or parent companies within one (1) year from the date of the event that caused the loss, damage or liability or be forever barred.

**20. Completeness.** This Agreement sets forth the entire understanding between you and CRS with respect to the matters set forth herein and supersedes all previous licenses, agreements, and representations with respect to the Services and Information.