



DeWight Dopslauf, C.P.M., CPPO
Harris County Purchasing Agent

May 04, 2023

Commissioners Court
Harris County, Texas

RE: Sole Source Exemption - Local Government Code § 262.204 (a)(7)

Members of Commissioners Court:

Please approve a sole source exemption from the competitive bid requirements and the attached Order authorizing the County Judge to execute the attached Agreement for the following:

Description: Subscription for Real Property Title Plant and Image Library Records
Manufactured by Title Data, Inc. for Harris County

Vendor(s): Title Data, Inc.

Term: May 16, 2023 - May 15, 2024 with four (4) one-year renewal options

Amount: \$123,620

Reviewed By: • Harris County Purchasing • County Attorney's Office

The Office of the Harris County Purchasing Agent has confirmed the sole source exemption. Purchase order(s) will be issued upon Commissioners Court approval.

Sincerely,

DeWight Dopslauf
Purchasing Agent

MS
Attachment(s)
cc: Vendor(s)

FOR INCLUSION ON COMMISSIONERS COURT AGENDA MAY 16, 2023



SUBSCRIPTION AGREEMENT**Subject County**

Harris

THIS AGREEMENT ("Agreement") is made and entered into by and between Harris County (hereinafter "Subscriber"), a Texas body corporate and politic, and Title Data, Inc. (hereinafter "TDI"), a Texas corporation with its offices located in the City of Houston, Harris County, Texas. The initial term of this Agreement shall begin upon approval by the Harris County Commissioners Court (the "Commencement Date") and remain in full force and effect for twelve (12) consecutive months, unless earlier terminated in accordance with the terms of this Agreement. At Subscriber's option, the Agreement may be renewed for four (4) additional twelve (12) month periods (each a "Renewal Term").

WITNESSETH:

WHEREAS, TDI owns and maintains a land title evidence plant for Harris County, Texas (the "Title Plant") comprised of (i) digital images of tract book pages (the "Tract Books") which contain without limitation, (i) computerized general name and geographic indexes (the "Indexes"), which begin on the date(s) set forth in Exhibit "A" attached hereto, to those documents publicly filed in a Subject County which affect title to real property situated within such Subject County ("Documents"), (ii) computerized edits of a Subject County's survey and subdivision information (the "Map Edits"), (iii) a computerized index (the "Grantor/Grantee Index"), initially prepared by a Subject County's County Clerk, to those documents filed with and recorded by such County Clerk which affect title to real property situated within such Subject County, (iv) computerized information from the County Central Appraisal District (the "CAD Data") pertaining to the appraisal of real property situated within a Subject County, (v) digital copies of title insurance commitments and/or policies relating to real property situated within such Subject Counties (collectively a "Starter" and individually a "Starter"), (vi) certain data relating to the Starters in extensible markup language (commonly known as "XML"); and (vii) digital documents (each a "Digital Document") which are reproductions of documents recorded by a Subject County's County Clerk in Subject County's Official Public Records of Real Property (the "Official Records"), including without limitation the real property and court case documents reflected in Exhibit "A" attached hereto, such Digital Documents being collectively referred to herein as an "Image Library".

WHEREAS, Subscriber desires to access and use the Title Plant and Image Library upon the terms and conditions set forth herein; and

WHEREAS, TDI desires to permit Subscriber to access and use the Title Plant and Image Library upon the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the premises and mutual consideration hereinafter set forth, the parties hereby agree as follows:

1. MAINTENANCE OF THE TITLE PLANT**a. Documents**

TDI shall obtain copies of, or, at its option, obtain or make a synopsis of, those documents (the "Documents") publicly filed in Harris County which affect title to real property situated within Harris County.

b. Pertinent Information

TDI shall use its best efforts to extract pertinent information from the Documents and integrate such pertinent information into the Title Plant in such a manner that the Title Plant will be an accurate source for title information relating to real property situated within Harris County.

c. **Title Plant Date**

TDI shall use its best efforts to maintain the Title Plant in such a manner that those Documents filed on a given date in the Official Records shall be integrated into the Title Plant no more than five (5) business days after receipt by TDI of copies of such Documents for such date.

2. **ACCESS TO THE TITLE PLANT AND IMAGE LIBRARY**

a. **Retrievers Information; Computer Print; Digital Document Copies**

Subject to the restrictions and limitations set forth in this Agreement, Subscriber and its Bona Fide Employees (as that term is defined in Paragraph 2.c below) shall have the right to access the Title Plant and Image Library for the limited purpose of (i) obtaining information (the "Retrieved Information") from the Title Plant, (ii) causing such Retrieved Information to be produced in hard copy and/or electronic printed form (the "Computer Prints," one type of which is commonly referred to as a "run sheet"), and (iii) retrieving copies of Digital Documents. Subscriber shall not allow any third party, or employees, agents, representatives, officers, or owners of any third party (collectively a "Third Party"), to have access to the Title Plant or Image Library or have possession of a Computer Print.

b. **Passwords**

Subscriber shall obtain from TDI a unique computer password ("Password") for each Bona Fide Employee who will have access to the Title Plant and/or Image Library. Subscriber agrees (i) to prohibit its Bona Fide Employees from sharing Passwords and (ii) to require its Bona Fide Employees (who will have access to the Title Plant and/or Image Library) to execute TDI's Access and Use Agreement.

c. **Bona Fide Employees**

Subscriber acknowledges and agrees that access to and use of the Title Plant, Image Library and Computer Prints shall be restricted to its Bona Fide Employees. TDI shall have the absolute right, in its sole judgement, to deny access to the Title Plant and Image Library to any of Subscriber's Bona Fide Employees. For purposes of this Agreement, a Bona Fide Employee is defined to be an individual (i) who is employed by Subscriber in good faith, (ii) whose employment is honest, open and genuine, (iii) whose employment is not feigned, (iv) who is working for salary or wages reportable by Subscriber to the Texas Workforce Commission in accordance with the Texas Unemployment Compensation Act (or a comparable state unemployment insurance commission, agency or department in accordance with comparable state law) and to the United States Internal Revenue Service in accordance with the Internal Revenue Code, (v) who is subject to the Subscriber's power or right to control or direct such individual's employment, including without limitation material details as to how the work is to be performed, and (vi) who is not a contract laborer or contract employee.

3. **FURNISHING DERIVATIVE PRODUCTS**

a. **Furnishing Derivative Products**

Any information obtained from, or products produced by Subscriber in whole or in part from the Title Plant and/or Image Library ("Title Information Products") shall not be directly or indirectly delivered, exhibited or furnished by Subscriber to any Third Party except in accordance with Paragraphs 3.b and 3.c below. Title Information Products include, without limitation, abstracts, title reports, title opinions, chains-of- title, ownership and encumbrance reports, property reports, nothing further certificates, limited liability reports, ownership reports, lien searches, real estate information, mineral information, and ad valorem tax information.

b. **End Users**

Subscriber shall have the right to furnish Title Information Products only to End Users (as that term is defined below).

(i) End Users Defined

For purposes of this Agreement, End Users are defined to be individuals and entities which will use a Title Information Product for their own account and not for resale or dissemination to others, including (a) political subdivisions of the State of Texas (other than a Central Appraisal District) using information from the Title Plant and/or Image Library for the purpose of acquiring, leasing or disposing of real

property in their own name, collecting taxes, abating nuisances, enforcing deed restrictions and zoning ordinances, investigating criminal activity and other such public purposes, (b) agencies of the United States of America using information from the Title Plant and/or Image Library for the purpose of acquiring, leasing or disposing of real property in their own name, collecting taxes, investigating criminal activity and other such public purposes, (c) public utilities using information from the Title Plant and/or Image Library for the purpose of acquiring rights-of-way, easements or real property in their own name, (d) banks, mortgage companies and other lending institutions using information from the Title Plant and/or Image Library for the purpose of making a loan, servicing a loan or conducting a foreclosure, (e) oil and gas producers, operators and brokers using information from the Title Plant and/or Image Library for the purpose of acquiring mineral interests, royalty interests, and pipeline rights-of-way in their own name, (f) an attorney using information from the Title Plant and/or Image Library in the general representation of his or her clients, (g) licensed surveyors using information from the Title Plant and/or Image Library for the purpose of preparing a land survey, (h) licensed appraisers, who are not employed by or working for a Central Appraisal District, using information from the Title Plant and/or Image Library for the purpose of preparing an appraisal, (i) investors using information from the Title Plant and/or Image Library for the purpose of acquiring, leasing or disposing of real property in their own name, (j) subdivision homeowner associations using information from the Title Plant and/or Image Library for the purpose of updating their ownership records, and (k) Realtors® and real estate agents using information from the Title Plant and/or Image Library for the purpose of obtaining information on prospective or current listings. The term End Users shall exclude, without limitation, those individuals and entities who are identified as Non-End Users in Paragraph 3.b (ii) below.

(ii) Non-End Users Defined

The term Non-End Users shall mean individuals and entities which intend to use information from in the Title Plant and/or Image Library for resale or dissemination to others. Non-End Users include, without limitation, (a) a Central Appraisal District, (b) individuals and entities which sell or disseminate Title Information Products, (c) oil and gas brokers which acquire mineral interests or royalty interests in the name of others, (d) an attorney who intends to use information from the Title Plant and/or Image Library for the purpose of furnishing Title Information Products to Third Parties, (e) individuals and entities which intend to use information from the Title Plant and/or Image Library for the purpose of acquiring rights-of-way or easements in the name of others, (f) individuals and entities which prepare environmental assessment letters and certifications or other analyses, opinions and reports pertaining to the environmental hazards situated within a parcel of real property, (g) vendor management companies providing services to banks, mortgage companies and other lending institutions, (h) individuals and entities which prepare, compile, assemble or update an abstract or land title evidence plant, database or other body of records or information relating to real property situated within Harris County, (i) any individual or entity which intends to use information from the Title Plant and/or Image Library as an agent or fiduciary and not for such individual's or entity's own benefit, and (j) a Title Company which is not authorized by contract with TDI to access the Title Plant. For purposes of this Agreement "Title Company" shall mean a title insurance company, a title insurance agent, and their employees, agents, and representatives.

c. Right of Inspection

TDI shall have, for the purpose of monitoring Subscriber's compliance with the terms of this Agreement, (i) the right and license to enter upon the premises of Subscriber, with at least seven (7) business days' notice and during normal business hours, and (ii) the right to audit Subscriber's records pertaining to its use of the Title Plants and Image Library, however and wherever such records are stored and maintained, in cooperation with Subscriber's Information Technology and Security Departments.

d. Survival

It is expressly agreed that the restrictive provisions of this Paragraph 3 shall survive the termination of this Agreement, however any such termination may occur.

4. **COPYRIGHT; TRADE SECRETS**

a. **Copyright**

Subscriber acknowledges and agrees that the Title Plant, Image Library, Computer Prints and computer software utilized in the Title Plant and Image Library bear a copyright in favor of TDI. Subscriber agrees to honor such copyright and agrees to protect such copyrighted materials from unauthorized duplication or display. Subscriber further agrees not to reproduce in any manner TDI's copyrighted materials without the prior written consent of TDI.

b. **Trade Secrets**

Subscriber acknowledges and agrees that the Title Plant and Image Library constitute trade secret and confidential proprietary information owned by TDI, acquired and/or developed by TDI at great expense, and that TDI is entitled to protection against unauthorized disclosure or dissemination of any part or whole of such trade secrets to any Third Party. Subscriber further agrees not to communicate or use in any manner such records and information, or any information derived therefrom, except in accordance with the terms, conditions and restrictions set forth in this Agreement.

5. **COMPENSATION TO TDI**

a. **Fees**

(i) **Subscription Fee:**

Subscriber shall pay to TDI a fee (the "Subscription Fee") as set forth in Exhibit "A"

(ii) **Search Fee:**

Subscriber shall pay to TDI a fee (a "Search Fee") each time Subscriber obtains from TDI selected types of Retrieved Information. The types of Retrieved Information which are billable to Subscriber and the Search Fee amounts shall be as set forth in Exhibit "A" and shall be subject to change by TDI in accordance with Paragraph 5.b below.

(iii) **Digital Document Fee:**

Subscriber shall pay to TDI a fee (a "Digital Document Fee") for each copy of (a) a Digital Document which Subscriber retrieves from the Image Libraries, (b) a Tract Book page (or group of tract book pages which have been electronically joined together which Subscriber retrieves from the Title Plants and/or a fee (a "CDDS Fee") as such is defined in Exhibit "A". The Digital Document Fee and CDDS Fee shall equal the amount as set forth in Exhibit "A" and shall be subject to change by TDI in accordance with Paragraph 5.b below

(iv) **Digital Starter Fee:**

Subscriber shall pay to TDI a fee (a "Digital Starter Fee") for each copy of a Digital Starter, which Subscriber retrieves from the Title Plants. The Digital Starter Fee shall equal the amount as set forth in Exhibit "A" and shall be subject to change by TDI in accordance with Paragraph 5.b below.

(v) **Taxes:** There shall be added to the Subscription Fee, Search Fees, Digital Document Fees and Digital Starter Fees, and Subscriber shall pay to TDI, an amount equal to the total of any federal, state, or local excise, sales, use, or other taxes which are required to be paid by TDI as a result of any goods and services furnished by TDI pursuant to this Agreement.

b. **Price Adjustment**

TDI shall have the right to adjust the Subscription Fee, Search Fee, Digital Document Fee, CDDS Fee and Digital Starter Fee. Subscriber shall be given at least thirty (30) days prior written notice of such adjustments.

d. **Billing; Payment**

On or before the fifth (5th) calendar day of each month TDI shall invoice Subscriber for (i) the Subscription Fee due for the current month, and (ii) the Search Fees, Digital Document Fees, Starters and CDDS fees due for the prior month. Such invoices shall be due and payable in the offices of TDI no later than the fifteenth (15th) calendar day of the month in which presented, or the next business day

in the event such fifteenth (15th) calendar day falls on a Saturday, Sunday, or holiday observed by the United States Postal Service. All delinquent payments shall bear interest at the rate of eighteen percent (18%) per annum or the maximum rate that may lawfully be charged under applicable state or federal law, whichever is less.

For purposes of this Agreement, the prior month shall be defined as the 26th of the prior month through the 25th of the current month. For example, an invoice sent on January 1st shall contain charges for Search Fees, Digital Document Fees, Starters & CDDS from November 26th through December 25th.

e. **Deposit**

TDI is currently holding \$3,950 in deposits from Subscriber. No additional deposit shall be due upon execution of this Agreement. Deposit shall be returned by TDI to Subscriber, without interest, upon termination of this Agreement and payment of all monies owed TDI.

f. **Limit of Appropriation: Allocated Funds**

TDI understands and agrees, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that TDI may become entitled to for the services performed under this Agreement, and the total maximum sum that the Subscriber shall become liable to pay to TDI under this Agreement, shall not under any conditions, circumstances, or interpretations thereof exceed the sum of One Hundred Twenty-Three Thousand Six Hundred Nineteen and 55/Dollars (\$123,619.55). Notwithstanding anything to the contrary, or that may be construed to the contrary, the Subscriber's liability under the terms and provisions of this Agreement is limited to this sum. This Limit of Appropriation includes a settlement amount of \$23,619.55, which the Parties agree will cover outstanding charges due by Harris County for services prior to the execution of this Agreement.

TDI understands and agrees that the laws governing the letting of contracts for Subscriber require the approval of the Harris County Auditor and the related certification that funds are, or will be, available for the payment of the obligations created under the Agreement before such contracts become effective. Therefore, TDI shall not proceed with any services until such time that it receives a Purchase Order issued by the Harris County Purchasing Agent. Any services performed by TDI prior to its receipt of a Purchase Order are at TDI's own expense.

TDI does understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that TDI may become entitled to hereunder, and the total maximum sum that the Subscriber shall become liable to pay to TDI hereunder, shall not under any conditions, circumstances, or interpretations thereof exceed the sum certified by the Purchase Order. Notwithstanding anything to the contrary, or that may be construed to the contrary, the Subscriber's liability under the terms and provisions of this Agreement is limited to this sum. When all the funds so certified are expended, TDI's sole and exclusive remedy shall be to terminate this Agreement. If the services and charges to be provided for will equal or exceed the amount certified available, TDI shall notify the Subscriber immediately.

With regard to the renewal or extension of this Agreement, the Subscriber has not allocated any funds for any renewal or extension period beyond the current fiscal year. Therefore, if the Subscriber exercises any renewal option, the renewal is subject to the future allocation and certification of funds for the renewal period.

6. **OWNERSHIP**

a. **Title Plant and Image Library**

Subscriber acknowledges and agrees that nothing in this Agreement shall be interpreted to grant Subscriber or any other party any ownership interest or other rights in and to the Title Plants, or any other asset of TDI, other than Subscriber's right, during the term of this Agreement, of access and use set forth in this Agreement. Subscriber shall not by virtue of this Agreement obtain any ownership interest or other rights of any kind in, or be entitled to receive copies of, any electronic media, including without limitation, computerized data files, computerized document image files, computerized maps, computerized edits, or computer software, owned or utilized by TDI in the operation of the Title Plants.

b. **Computer Prints and Digital Document Copies**

All Computer Prints and Digital Document copies shall be owned by Subscriber but shall be subject at all times to the provisions of this Agreement limiting the use, copying, and dissemination of Computer Prints and Digital Document copies.

7. **LIABILITY**

a. **Waiver of Liability**

Subscriber acknowledges and agrees that TDI shall not be liable to Subscriber for any losses, claims, expenses or damages, including consequential damages, sustained by Subscriber or any other party as a result of, or arising from, any breach by TDI of its obligations under this Agreement, including without limitation any error, mistake, negligence, or omission (collectively referred to as an "Error") made by TDI in the preparation, compilation and assembly of the Title Plant and Image Library or distribution of Retrieved Information, Computer Prints, Digital Document copies or other information of any kind provided by TDI to Subscriber.

b. **Disclaimer of Warranties**

Subscriber acknowledges and agrees that the goods and services provided by TDI hereunder shall be accepted by Subscriber AS IS AND WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND WARRANTY OF GOOD WORKMANSHIP. Subscriber further acknowledges and agrees that the cost of the goods and services furnished by TDI pursuant to this Agreement are calculated and based upon sale by TDI to Subscriber of such goods and services without warranty and without liability for negligence, and but for these terms and conditions the cost of such goods and services would be significantly greater.

c. **Survival**

It is expressly agreed that the provisions of this Paragraph 7 shall survive the termination of this Agreement, however any such termination may occur.

8. **DEFAULT**

a. **Default by TDI**

Should TDI breach any of the terms, covenants, agreements, conditions or provisions of this Agreement, Subscriber shall give written notice of such default to TDI. TDI shall have ten (10) days from the date of such notice to cure such default. If such default is not cured within the time period provided above, Subscriber may, as its sole and exclusive remedy, immediately terminate this Agreement.

b. **Default by Subscriber**

In the event of a default by Subscriber under any of the terms, covenants, agreements, conditions or provisions of this Agreement, including without limitation the obligation to make timely payment of any monies owed TDI and to comply with the provisions of this Agreement regarding use, copying, and dissemination of the Retrieved Information, Computer Prints, Digital Document copies, copies thereof, or information therefrom, TDI shall give written notice of such default to Subscriber and TDI shall have the right to immediately suspend Subscriber's access to the Title Plant and Image Library until such default is cured. Subscriber shall have ten (10) days from the date of such notice to cure such default. If such default is not cured within the time period provided above, TDI may, at its option, terminate this Agreement and Subscriber shall no longer be entitled to any rights or benefits. In addition to such termination, TDI may pursue any other remedy available to it under this Agreement, at law or in equity, to recover any monies owed to it.

9. **TERMINATION**

a. **Termination by Subscriber**

Subscriber, provided it is not in default, may terminate this Agreement at any time without cause by giving TDI thirty (30) days prior written notice. Upon any such termination of this Agreement, Subscriber shall

(i) pay to TDI any monies owed by Subscriber under this Agreement, and (ii) have no further right to access the Title Plant and Image Library.

b. Termination by TDI

TDI shall be permitted to terminate this Agreement (i) without cause, by giving Subscriber thirty (30) days prior written notice, (ii) in accordance with the default provisions set forth in Paragraph 8.b above, or (iii) in the event any covenant, condition, or provision of this Agreement is held to be invalid or unenforceable by a final judgement of a court of competent jurisdiction.

10. REMEDIES; INJUNCTIVE RELIEF

a. Remedies

Subscriber agrees that because of the expense and unique skill and labor required in the compilation, assembly and maintenance of the Title Plant, the Retrieved Information and Computer Prints have a value greatly in excess of the mere cost of copying same, and that the damage which TDI would suffer from the wrongful distribution or utilization of the Retrieved Information and Computer Prints, or information derived therefrom, would be uncertain and incapable of exact determination. Subscriber therefore further agrees to the following remedies.

(i) Violations of Paragraphs 2 and 3: Other than Title Companies

In the event Subscriber shall violate any of the provisions set forth in Paragraphs 2 and 3 of this Agreement and the violation does not involve a Title Company, in addition to the other default remedies available to TDI under Paragraph 8.b above, TDI shall have the right to require Subscriber to pay as liquidated damages and not as a penalty the amount hereinafter set forth. The amount of such liquidated damages shall equal ONE HUNDRED AND NO/100 DOLLARS (\$100.00) per index record extracted from the Title Plant or contained within a Computer Print, where such extracted record or Computer Print was either (i) delivered, exhibited, or furnished in violation of Paragraph 2 or 3 of this Agreement or (ii) used in a Product which was delivered, exhibited, or furnished in violation of Paragraph 2 or 3 of this Agreement.

(ii) Violations of Paragraphs 2 and 3: Title Companies

In the event Subscriber shall violate any of the provisions set forth in Paragraphs 2 and 3 of this Agreement and the violation involves a Title Company, in addition to the other default remedies available to TDI under Paragraph 8.b above, TDI shall have the right to require Subscriber to pay as liquidated damages and not as a penalty the amount hereinafter set forth. The amount of such liquidated damages shall equal the greater of (a) ONE THOUSAND AND NO/100 DOLLARS (\$1,000.00) for each violation or (b) FIVE HUNDRED AND NO/100 DOLLARS (\$500.00) per index record extracted from the Title Plant or contained within a Computer Print, where such extracted record or Computer Print was either (i) delivered, exhibited, or furnished in violation of Paragraph 2 or 3 of this Agreement or (ii) used in a Product which was delivered, exhibited, or furnished in violation of Paragraph 2 or 3 of this Agreement.

b. Assessment; Payment

TDI shall invoice Subscriber for liquidated damages. Such invoices shall be due and payable in the offices of TDI no later than fifteen (15) calendar days of the date in which presented, or the next business day in the event such date falls on a Saturday, Sunday, or holiday observed by the United States Postal Service.

c. Injunctive Relief

In addition to the provisions relating to liquidated damages set forth in this Paragraph 10, Subscriber agrees that the terms and provisions of this Agreement may be enforced by proceedings in equity for injunctive or other equitable relief, at the institution of TDI. Subscriber further agrees that in the event suit should be instituted against it to restrain violation of the terms of this Agreement, and a restraining order or temporary injunction sought pending trial on the merits, that it would suffer no damage from being enjoined or restrained pending a trial of such action on the merits, and that a bond not exceeding the sum of ONE THOUSAND AND NO/100 DOLLARS (\$1,000.00) would be entirely adequate to protect it from damages, if any, which it might suffer in the event such injunction or restraining order should be dissolved for any reason at any subsequent time.

11. MISCELLANEOUS

a. Entire Agreement

This Agreement, including any other documents to which this Agreement is made subject, constitute the entire understanding and agreement between Subscriber and TDI. There are no terms, obligations, covenants, or conditions other than those contained or specifically referred to herein. Save and except Rules promulgated by TDI, no modification or amendment to this Agreement shall be valid and effective unless and until it is in writing and executed by duly authorized representatives of all parties hereto.

b. Effect of Headings

The headings or titles of the several paragraphs and sections hereof shall be solely for convenience of reference and shall not affect the meaning or the construction, interpretation, or effect of this Agreement.

c. Severability

Each covenant, condition, and provision of this Agreement is essential to the general purpose hereof as contemplated by the parties. In the event any covenant, condition, or provision of this Agreement is held to be invalid or unenforceable by a final judgment of a court of competent jurisdiction, TDI shall have the right to terminate this Agreement in accordance with Paragraph 9.b above.

d. Binding Effect

Except as provided to the contrary herein, this Agreement shall be binding upon and inure to the benefit of the parties, their successors, and assigns.

e. Assignability

Subscriber has no right to assign this Agreement. TDI reserves the right to assign its full interest in this Agreement, together with its obligations hereunder.

f. Waiver

Any failure by a party to exercise any of its rights under this Agreement in the event of a default or breach shall not be deemed to be a waiver of any rights with respect to any future breach or event of default, nor shall such forbearance be deemed a continuing waiver.

g. Non-exclusivity of Remedies

No right or remedy herein conferred upon or reserved by the parties is exclusive of any other right or remedy provided by law or equity.

h. Governing Law; Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and any proceeding or action regarding this Agreement shall be maintained exclusively in Harris County, Texas.

i. Attorneys' Fees

Should either party institute legal proceedings to enforce the terms or conditions of this Agreement the prevailing party shall be entitled to recover all its reasonable attorneys' fees, costs, and other expenses reasonably and necessarily incurred.

j. Force Majeure

It is expressly understood and agreed that in the event the performance of any covenant, agreement, obligation, or undertaking of TDI contained in this Agreement is delayed by reason of war, civil commotion, act of God, governmental restrictions, regulations, or interference, fire or other casualty, or any other circumstance beyond the reasonable control of TDI, regardless of whether such circumstance is similar to any of those enumerated above, TDI shall be excused from doing or performing the same during the period of such delay.

k. **Notice**

All notices or other communications required or permitted to be given pursuant to this Agreement shall be in writing and shall be considered as properly given if delivered by electronic mail, mailed by first class United States mail, postage prepaid, registered or certified with return receipt requested, delivered by overnight delivery service, or delivered in person. For the purposes of notice, the addresses of the parties are as follows:

Title Data, Inc.

1225 North Loop West, Suite 950
Houston, Texas 77008-4722
Attn: J. Kevin Gugenheim

Harris Count (Subscriber)

Harris County Attorney's Office
1019 Congress, 15th Floor
Houston, Texas 77002
Attn: Regina Richards

Copy to:

Harris County Purchasing Agent
1111 Fannin, 12th Floor
Houston, Texas 77002
Attn: Martha Sloan

Either party hereto may change the address to which notices shall be sent by a notice of change of address, mailed or delivered in the manner set forth above.

l. **Multiple Copies**


This Agreement shall be executed in multiple copies and each such copy shall be effective as an original.

IN WITNESS WHEREOF, the parties have executed this Agreement on this _____ day of _____, 2023.

Harris County

By: _____
Lina Hidalgo
County Judge

Approved as to Form
CHRISTIAN D. MENELEE
COUNTY ATTORNEY

By: 
T. Scott Petty
Assistant County Attorney
C.A. File 23GEN0888

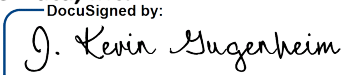


Title Data, Inc.
DocuSigned by:

By:  D18FD017E7CC475...
J. Kevin Gugenheim
President & CEO


Exhibit "A"

Harris County Monthly Subscription Fee		3,950.00		Effective Date		
Title Plant Search Fees						
Applies to Brazoria, Chambers, Fort Bend, Galveston, Harris, Jefferson, Liberty, Montgomery, Walker & Waller counties only.						
Name Index Search		Geographic Index Search: Subdivision		Geographic Index Search: Acreage		
Monthly Volume	Cost per Search	Monthly Volume	Cost per Search	Monthly Volume	Cost per Search	
< 100	\$3.00	< 100	\$5.00	< 50	\$10.00	
100 +	\$2.00	100 +	\$3.50	50 +	\$7.00	
1,000 +	\$1.50	1,000 +	\$2.50	100 +	\$5.00	
2,500 +	\$1.00	2,500 +	\$1.50	250 +	\$3.50	
5,000 +	\$0.75	5,000 +	\$1.00	500 +	\$2.50	
7,500 +	\$0.50	7,500 +	\$0.75	1,000 +	\$1.50	
10,000 +	\$0.35	10,000 +	\$0.50	2,500 +	\$1.00	
<ul style="list-style-type: none">A customer is only billed a single fee, whether the search is viewed, printed or both.A range search is billed as two searches.Within search types, searches run during the monthly billing period for all counties under subscription count towards achieving the higher volume price point.There is no Search Fee for searches of imaged backplantsCounty clerk's grantor/grantee index searches, appraisal (CAD) data searches, and selected title plant searches (document reference, remark, and address) are free.						
Digital Starter Fees						
Over 8,200,000 title insurance commitments and policies are linked to applicable parcels in the geographic index portion of the Title Plants. Copies of digital commitments and policies cost \$30 each and a Subscriber has access to commitments and policies which pertain to those counties under subscription.						

Digital Document Fees		
Monthly Volume	Cost per Document	
< 500	\$0.75	
500 +	\$0.60	
1,000 +	\$0.50	
5,000 +	\$0.45	
10,000 +	\$0.40	
20,000 +	\$0.35	
<ul style="list-style-type: none">Digital documents consist of (i) documents recorded in a county clerk's real property records, (ii) recorded maps (plats), (iii) proprietary acreage maps and (iv) imaged backplants.A customer is only billed a single fee, whether the document is viewed, printed or both.Documents retrieved during the monthly billing period for all counties under subscription count towards achieving the higher volume price point, except documents retrieved from the Montgomery imaged backplant.Copies of the Montgomery county backplant cost \$.15 per documentCopies of digital documents retrieved cost \$1.00 per document for customers not subscribing to the title plant for which the digital document pertains.		

Court Document and Document System Fees (CDDS) - Houston Area counties only
Digital images of dockets and associated case documents for many of the civil courts (state, district, probate and county) can be retrieved from the Image Libraries. There is no cost to view and/or print a docket. The charge to view and/or print the case documents linked to a docket is \$9.00 total for the case documents, whether a customer elects to view and/or print one or more. Subscribers have access to the dockets and associated case documents for those courts located in a county under subscription.

		Title Plant Index Data Start Dates					
				Court Docket Indexes¹			
County	County Clerk's Grantor/Grantee Index	Title Plant Index	Backplant Information available	Probate Court	County Court	District Civil Court	District Family Court
Harris	1/1/1961	9/15/1967	01/01/1836 - 12/31/1972 scanned tract book	1915	1963	1969	1974

		<div>Title Plant</div> <div>Real Property & Court Case Documents Available (Images)</div>					
	Prior to Official Public Records			Court Case Documents ¹			
County	Deed Records	Deed of Trust Records	Consolidated Official Records Beginning	Probate Court	County Court	District Civil Court	District Family Court
Harris	02/14/1837 - 12/04/1959	12/24/1860 - 06/29/1959	12/5/1959	1928	1978	1969	1998

ORDER OF COMMISSIONERS COURT
Authorizing execution of Agreement

The Commissioners Court of Harris County, Texas, convened at a meeting of said Court at the Harris County Administration Building in the City of Houston, Texas, on the ____ day of _____, 2023 with all members present except _____.

A quorum was present. Among other business, the following was transacted:

**ORDER AUTHORIZING EXECUTION OF AGREEMENT BETWEEN
HARRIS COUNTY AND TITLE DATA, INC.**

Commissioner _____ introduced an order and moved that Commissioners Court adopt the order. Commissioner _____ seconded the motion for adoption of the order. The motion, carrying with it the adoption of the order, prevailed by the following vote:

Vote of the Court	<u>Yes</u>	<u>No</u>	<u>Abstain</u>
Judge Hidalgo	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Ellis	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Garcia	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Ramsey	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Briones	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The County Judge thereupon announced that the motion had duly and lawfully carried and that the order had been duly and lawfully adopted. The order adopted follows:

IT IS ORDERED that County Judge Hidalgo be and is hereby authorized to execute for and on behalf of Harris County an agreement between Harris County and Title Data, Inc.; for a subscription to the Title Plant and Image Library; for a not-to-exceed amount of One Hundred Twenty-Three Thousand Six Hundred Nineteen and 55/Dollars (\$123,619.55); commencing upon approval by Commissioners Court and remaining in full force and effect for one (1) year, with four (4) additional one (1) year renewal periods under the same terms and conditions as the Agreement; said Agreement being incorporated as though fully set forth herein word for word.

All Harris County officials and employees are authorized to do any and all things necessary or convenient to accomplish the purpose of this Order.