

TITLESPIHERE // MASTER SUBSCRIPTION AGREEMENT

THIS MASTER SUBSCRIPTION AGREEMENT (“AGREEMENT”) GOVERNS YOUR 30-DAY FREE TRIAL OF THE SERVICES IF YOU PURCHASE TSS’S SERVICES, THIS AGREEMENT WILL ALSO GOVERN YOUR PURCHASE AND ONGOING USE OF THOSE SERVICES.

BY ACCEPTING THIS AGREEMENT, EITHER BY CLICKING A BOX INDICATING YOUR ACCEPTANCE OR BY EXECUTING AN ORDER FORM THAT REFERENCES THIS AGREEMENT, YOU AGREE TO THE TERMS OF THIS AGREEMENT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS “YOU” OR “YOUR” WILL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SERVICES.

YOU MAY NOT ACCESS THE SERVICES IF YOU ARE A COMPETITOR OF TSS, EXCEPT WITH THE PRIOR WRITTEN CONSENT OF TSS. IN ADDITION, YOU MAY NOT ACCESS THE SERVICES FOR PURPOSES OF MONITORING THEIR AVAILABILITY, PERFORMANCE OR FUNCTIONALITY, OR FOR ANY OTHER BENCHMARKING OR COMPETITIVE PURPOSES.

This Agreement was last updated on June 10, 2010. It is effective between You and TSS as of the date on which You accept this Agreement.

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DEFINITIONS

“**Affiliate**,” with respect to an entity, means another entity that directly or indirectly controls, is controlled by, or is under common control with the entity. “Control” of an entity, for purposes of this definition, means ownership or control of more than 50% of the voting interests of the entity.

“**Documentation**” means the User Guide and any other guides, reference materials or other documentation made available to You in connection with the Services.

“**Effective Date**” means the date on which You accept this Agreement.

“**Malicious Code**” means viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs.

“**Order Form**” means the ordering forms and documents, including those provided in electronic format at www.TitleSphere.com, for purchases hereunder, including addenda thereto, that are entered into between You and TSS from time to time. Order Forms will be deemed incorporated herein by reference.

“**Purchased Services**” means Services that You or Your Affiliates purchase under an Order Form, as distinguished from those provided pursuant to a 30-day free trial.

“**Services**” means the online, Web-based applications and platform provided by TSS via <http://www.titlesphere.com> and/or other designated websites as described in the User Guide, that are ordered by You as part of a 30-day free trial or under an Order Form, including associated offline components but excluding Third Party Applications and Services.

“**Software**” means the software applications made available to You through the Services.

“**Third-Party Applications and Services**” means (i) online, Web-based applications and offline software products that are provided by third parties and interoperate with the Services, and (ii) online, Web-based services that are provided by third parties and relate to title searches, title recordation and other real estate title, settlement and closing matters.

“**TSS**” means TSS Software Corporation, a Maryland corporation.

“**User Guide**” means the online user guide for the Services, accessible via <http://www.titlesphere.com>, as updated from time to time. You acknowledge that You have had the opportunity to review the User Guide during the 30-day free trial described in Section 2 (30-Day Free Trial) below.

“**Users**” means individuals who are authorized by You to use the Services, for whom subscriptions to a Service have been purchased, and who have been supplied user identifications and passwords by You (or by TSS at Your request). Users may include but are not limited to Your employees, consultants, contractors and agents.

“**You**” or “**Your**” means the company or other legal entity for which you are accepting this Agreement, and Affiliates of that company or entity.

“**Your Data**” means all electronic data or information submitted by You to the Purchased Services.

1. 30-DAY FREE TRIAL

1.1 Trial Period. TSS will make the Services available to You on a trial basis free of charge until the earlier of (a) the thirtieth day after the Effective Date or (b) the start date of any Purchased Services ordered by You. Additional trial terms and conditions may appear on the trial registration Web page. Any such additional terms and conditions are incorporated into this Agreement by reference and are legally binding.

1.2 Loss of Data and Disclaimer. ANY DATA YOU ENTER INTO THE SERVICES, AND ANY CUSTOMIZATIONS MADE TO THE SERVICES BY OR FOR YOU, DURING YOUR 30-DAY FREE TRIAL WILL BE PERMANENTLY LOST UNLESS YOU PURCHASE A PAID SUBSCRIPTION TO THE SAME SERVICES AS THOSE COVERED BY THE TRIAL SUBSCRIPTION.

NOTWITHSTANDING SECTION 8 (WARRANTIES AND DISCLAIMERS), DURING THE 30-DAY FREE TRIAL THE SERVICES ARE PROVIDED “AS-IS” WITHOUT ANY WARRANTY.

Please review the User Guide during the trial period so that You become familiar with the features and functions of the Services before You make Your purchase.

2. PURCHASED SERVICES

2.1 Provision of Purchased Services. TSS will make the Purchased Services available to You pursuant to this Agreement and the relevant Order Forms during a subscription term. You agree that Your purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by TSS regarding future functionality or features.

2.2 User Subscriptions. Unless otherwise specified in the applicable Order Form, (i) Services are purchased as User subscriptions and may be accessed by no more than the specified number of Users, (ii) additional User subscriptions may be purchased during the subscription term at the then-current pricing for subscriptions, prorated for the remainder of the subscription term in effect at the time the additional User subscriptions are purchased, and (iii) the added User subscriptions will terminate on the same date as the pre-existing subscriptions. User subscriptions are for designated Users and cannot be shared or used by more than one User but

may be reassigned to new Users replacing former Users who no longer require ongoing use of the Services.

3. USE OF THE SERVICES

3.1 Our Responsibilities. TSS will: (i) provide You with technical assistance relating to the Services by telephone, e-mail and/or chat from 8:00 a.m. to 6:00 p.m., Eastern Time, Monday through Friday excluding legal holidays, and (ii) use commercially reasonable efforts to make the Purchased Services available 24 hours a day, 7 days a week, except for: (a) planned downtime (which TSS will schedule to the extent practicable during the weekend hours from 6:00 p.m. Eastern Time Friday to 3:00 a.m. Eastern Time Monday), or (b) any unavailability caused by circumstances beyond the reasonable control of TSS, including, without limitation, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems, data center or Internet service provider or other telecommunications failures or delays, or any other “force majeure” event.

3.2 Your Responsibilities. You will (i) be responsible for Users’ compliance with this Agreement, (ii) be solely responsible for the accuracy, quality, integrity and legality of Your Data and of the means by which You acquired Your Data, (iii) use commercially reasonable efforts to prevent unauthorized access to or use of the Services, and notify TSS promptly of any such unauthorized access or use, and (iv) use the Services only in accordance with the User Guide and applicable laws and government regulations. You will not (a) make the Services available to anyone other than Users, (b) sell, resell, rent or lease the Services, (c) use the Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (d) use the Services to store or transmit Malicious Code, (e) interfere with or disrupt the integrity or performance of the Services or third-party data contained therein, or (f) attempt to gain unauthorized access to the Services or their related systems or networks.

3.3 Usage Limitations. Services may be subject to other limitations, such as, for example, limits on disk storage space or on the number of calls You are permitted to make against TSS’s or third-party application programming interfaces.

4. THIRD-PARTY PROVIDERS

4.1 Acquisition of Third-Party Products and Services. TSS may offer Third-Party Applications and Services for sale under Order Forms or otherwise through the Services. Any other acquisition by You of third-party products or services, including but not limited to Third-Party Applications and Services and implementation, customization and other consulting services, and any exchange of data between You and any third-party provider, is solely between You and the applicable third-party provider. TSS does not warrant or support third-party products or services, except as specified in an Order Form. Apart from those referenced by TitleSphere’s system requirements <http://www.titlesphere.com/requirements.aspx>, no purchase of third-party products or services is required to use the Services.

4.2 Third-Party Applications and Services and Your Data. If You install or enable Third-Party Applications and Services for use with the Services, You acknowledge that TSS may allow providers of those Third-Party Applications and Services to access Your Data as required for the interoperability of such Third-Party Applications and Services with the Services. TSS will not be responsible for any disclosure, modification or deletion of Your Data resulting from any such access by Third-Party Application and Service providers. The Services will allow You to restrict such access by restricting Users from installing or enabling such Third-Party Applications and Services for use with the Services.

5. FEES AND PAYMENT FOR PURCHASED SERVICES

5.1 User Fees. You will pay the fees specified in all Order Forms. Except as otherwise specified in this Agreement or in an Order Form, (i) fees are quoted and payable in United States dollars, (ii) fees are based on services purchased and, where specified in an Order Form, actual usage, (iii) payment obligations are non-cancelable and fees paid are non-refundable, and (iv) the number of User subscriptions purchased cannot be decreased during the relevant subscription term stated on the Order Form. User subscription fees are based on annual periods that begin on the subscription Effective Date and each anniversary thereof. Fees for User subscriptions added during a subscription term will be prorated in accordance with the remaining subscription term based on the pricing current on the date User subscriptions are added.

5.2 Invoicing and Payment. You will provide TSS with valid and updated credit card information. You authorize TSS to charge such credit card for all Services listed in the Order Form for the initial subscription term and any renewal subscription term(s) as set forth in Section 11.2 (Term of Purchased User Subscriptions). Such charges will be made in advance, either annually or in accordance with any different billing frequency stated in the applicable Order Form. You authorize TSS to charge the credit card for Services up to 5 days in advance of the applicable renewal due date for the Services. You are responsible for maintaining complete and accurate billing and contact information in the Services.

5.3 Overdue Charges. If any charges are not received from You by the due date, then at the discretion of TSS, (a) such charges may accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date paid, and/or (b) TSS may condition future subscription renewals and Order Forms on payment terms other than those specified in Section 6.2 (Invoicing and Payment). If TSS engages an attorney or collection agent to recover any amount due under this Agreement, You will pay reasonable attorney’s fees, other legal fees and court costs, and collection fees and costs.

5.4 Suspension of Service and Acceleration. If any amount owing by You under this or any other agreement for TSS's services is 30 or more days overdue (or 5 or more days overdue in the case of amounts You have authorized TSS to charge to Your credit card), TSS may, without limiting TSS's other rights and remedies, accelerate Your unpaid fee obligations under such agreements so that all such obligations become immediately due and payable, and suspend TSS's services to You until such amounts are paid in full.

5.5 Taxes. Unless otherwise stated on the Order Form, TSS's fees do not include any sales or use taxes or any other taxes, duties or similar governmental assessments of any nature (collectively, "Taxes"). You are responsible for paying all Taxes associated with Your purchases under this Agreement. If TSS has a legal obligation to pay or collect Taxes for which You are responsible, TSS will invoice the amount of the Taxes to You, and You will pay the amount of the Taxes unless You provide TSS with a valid tax exemption certificate authorized by the appropriate taxing authority.

6. OWNERSHIP

6.1 Rights. TSS reserves all proprietary and commercial rights in and to the Service, the Software and the Documentation other than the rights expressly granted to You in this Agreement. You acknowledge and agree that TSS and its licensors are the owners of the copyright, patent rights and any other intellectual property rights in and to the Service, the Software and the Documentation provided or made available to You, and You agree not to reproduce, modify, distribute or make derivative works of the Software or the Documentation, directly or indirectly, in any medium, including, but not limited to, electronic media. You acknowledge and agree that the Software contains trade secrets, and You agree not to decompile, disassemble or reverse-engineer the Software, in whole or in part, or otherwise reduce any part of the Software to human-readable form. You agree that the Software and the Documentation are the proprietary and confidential information of TSS and its licensors, and You agree to maintain the Software and the Documentation in strict confidence and not to disclose the Software or the Documentation, in whole or in part, to any third party other than Users for the uses expressly permitted by this Agreement.

6.2 Restrictions. You will not (i) permit any third party to access the Services, the Software or the Documentation except as expressly permitted herein or in an Order Form, (ii) create derivative works based on the Services, the Software or the Documentation, (iii) copy, frame or mirror any part of the Services, the Software or the Documentation other than for Your own internal business purposes, (iv) decompile, disassemble or reverse engineer the Services or the Software, or (v) access the Services or the Software in order to (a) build a competing service or develop competing software, (b) monitor their availability, performance or functionality, or to benchmark the Services or the Software, or (c) copy or modify any features, functions or graphics of the Services or the Software.

6.3 Ownership of Your Data. As between TSS and You, You own all right, title and interest in and to Your Data.

6.4 Feedback. You grant TSS a royalty-free, paid-up, worldwide, transferable, sublicenseable, irrevocable, perpetual license to use or incorporate into the Services, the Software or the Documentation any suggestions, enhancement requests, recommendations or other feedback provided by You, including Users, relating to the Services, the Software or the Documentation.

7. WARRANTIES AND DISCLAIMERS

7.1 Our Warranties. TSS warrants to You that the Services will perform materially in accordance with the User Guide. For any breach of such warranty, Your exclusive remedy will be as provided in Section 11.3 (Termination for Cause) and Section 11.4 (Refund or Payment upon Termination) below.

7.2 Your Warranties. You represent and warrant to TSS that You have the legal power to enter into this Agreement.

7.3 Disclaimer. EXCEPT AS PROVIDED IN SECTION 8.1, THE SERVICES, THE SOFTWARE AND THE DOCUMENTATION ARE PROVIDED "AS-IS" AND WITH ALL FAULTS, AND THE ENTIRE RISK AS TO SATISFACTORY USE, PERFORMANCE, QUALITY, ACCURACY AND EFFORT IS WITH YOU. EXCEPT AS PROVIDED IN SECTION 8.1, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, TSS DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE SERVICE, THE SOFTWARE AND THE DOCUMENTATION, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, ACCURACY OR FITNESS FOR A PARTICULAR PURPOSE, ANY IMPLIED WARRANTIES THAT THE SERVICES, THE SOFTWARE OR THE DOCUMENTATION OR TSS'S EFFORTS WILL FULFILL ANY OF YOUR PARTICULAR PURPOSES OR NEEDS, ANY WARRANTIES THAT THE SERVICE OR THE SOFTWARE WILL TRANSMIT DATA ACCURATELY TO, OR RECEIVE DATA ACCURATELY FROM, ANY THIRD-PARTY SOFTWARE, DATABASE OR SYSTEM, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. THERE IS NO WARRANTY AGAINST INTERFERENCE WITH YOUR ENJOYMENT OF THE SERVICE, THE SOFTWARE OR THE DOCUMENTATION OR AGAINST INFRINGEMENT.

8. INDEMNIFICATION

You agree to defend, indemnify and hold harmless TSS and its owners, directors, officers, employees and agents (collectively, the "Indemnified Parties") from and against all Indemnifiable Damages, to the maximum extent permitted by applicable law. "Indemnifiable Damages" means all claims, actions, suits, losses, costs, expenses, liabilities and damages (including attorneys' fees and other legal expenses) brought against or incurred by any Indemnified Party as a result of or in connection with (a) any breach of Your obligations under this Agreement, (b) the infringement or alleged infringement of any copyright or other intellectual property right of any third party by Your Data or Your use of the Services or the Software, (c) the violation or alleged violation of any law, regulation

or order by Your Data or Your use of the Services or the Software, or (d) the transmission of Malicious Code by You to TSS or a third party through Your use of the Service or the Software.

9. LIMITATION OF LIABILITY

9.1 Limitation of Liability. THE ENTIRE LIABILITY OF TSS ARISING FROM OR RELATED TO THIS AGREEMENT OR THE USE OF THE SERVICES, THE SOFTWARE AND THE DOCUMENTATION WILL BE LIMITED TO AN AMOUNT EQUAL TO THE FEES PAID BY YOU UNDER THIS AGREEMENT DURING THE TWELVE (12)-MONTH PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH THE ACT OR OMISSION GIVING RISE TO THE LIABILITY OCCURRED.

9.2 Exclusion of Consequential and Related Damages. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AND INDEPENDENTLY OF YOUR EXCLUSIVE OR LIMITED REMEDIES, IF ANY, TSS AND ITS AFFILIATES, LICENSORS, THIRD-PARTY APPLICATION AND SERVICE PROVIDERS, DISTRIBUTORS, DEALERS AND SUPPLIERS WILL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS, PROFITS OR INVESTMENT, OR THE LIKE) ARISING FROM OR RELATED TO THIS AGREEMENT OR THE USE OF THE SERVICES, THE SOFTWARE OR THE DOCUMENTATION, WHETHER SUCH DAMAGES ARE BASED ON OR AROSE FROM BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE AND WHETHER SUCH DAMAGES WERE INCURRED BY YOU OR A THIRD PARTY, EVEN IF TSS HAS BEEN ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF ANY EXCLUSIVE OR LIMITED REMEDY OF LICENSEE IS FOUND TO HAVE FAILED IN ITS ESSENTIAL PURPOSE.

10. TERM AND TERMINATION

10.1 Term of 30-Day Trial Agreement. This Agreement will commence on the Effective Date. If You elect to use the Services for a 30-day free trial period and do not purchase a subscription before the end of that period, this Agreement will terminate at the end of the 30-day free trial period.

10.2 Term of Purchased User Subscriptions. User subscriptions purchased by You commence on the Effective Date specified in the applicable Order Form and continue for the subscription term specified therein. Except as otherwise specified in the applicable Order Form, all User subscriptions will automatically renew for additional periods equal to the expiring subscription term or one year (whichever is shorter), unless either party gives the other notice of non-renewal at least 30 days before the end of the relevant subscription term. The per-unit pricing during any such renewal term will be the same as that during the prior term unless TSS has given You written notice of a pricing increase at least 30 days before the end of such prior term, in which case the pricing increase will be effective upon renewal and thereafter.

10.3 Termination for Cause. A party may terminate this Agreement for cause: (i) upon 30 days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period.

10.4 Refund or Payment upon Termination. Upon any termination for cause by You, TSS will refund You any prepaid fees covering the remainder of the term of all subscriptions after the effective date of termination. Upon any termination for cause by TSS, You will pay any unpaid fees covering the remainder of the term of all Order Forms after the effective date of termination. In no event will any termination relieve You of the obligation to pay any fees payable to TSS for the period prior to the effective date of termination.

10.5 Return of Your Data. If You request the return of Your Data within 30 days after the termination of a Purchased Services subscription, TSS will make available to You for download or will otherwise transmit to You a file of Your Data, provided there are no outstanding financial obligations by You to TSS. TSS will have no obligation to maintain or provide You with any of Your Data after such 30-day period. TSS will have no obligation to maintain or provide You with any of Your Data in connection with a Trial Services Subscription..

10.6 Surviving Provisions. Sections 1 (Definitions), 2.2 (Loss of Data and Disclaimer), 6 (Fees and Payment for Purchased Services), 7 (Ownership), 8.3 (Disclaimer), 9 (Indemnification), 10 (Limitation of Liability), 11.4 (Refund or Payment upon Termination), 11.5 (Return of Your Data), 11.6 (Surviving Provisions) and 12 (General Provisions) will survive any termination or expiration of this Agreement.

11. GENERAL PROVISIONS

11.1 Governing Law; Venue. This Agreement is made and will be governed by and construed in accordance with the laws of the State of Maryland, without giving effect to the choice-of-law provisions thereof, except in the case of matters falling under the federal patent, copyright and trademark laws, which will be governed by and construed in accordance with such federal laws. You consent to personal jurisdiction in the State of Maryland and to the exclusive jurisdiction and venue of the federal or state courts serving Annapolis, Maryland. If a dispute arising under this Agreement results in litigation, the non-prevailing party will pay the court costs and reasonable attorneys' fees of the prevailing party. Each party hereby waives any right to jury trial in connection with any action or litigation in any way arising out of or related to this Agreement.

11.2 Entire Agreement. This Agreement sets forth the entire agreement and understanding between TSS and You with respect to

the subject matter of this Agreement and supersedes any other agreements or understandings, whether written, oral or otherwise, that may have existed between TSS and You with respect to the subject matter of this Agreement. The subsidiaries, affiliates, licensors, service providers, distributors, dealers and suppliers of TSS will be third-party beneficiaries of Section 7 above. The owners, directors, officers, employees and agents of TSS will be third-party beneficiaries of Section 9 above.

11.3 Waiver. The failure of either party to exercise any right under this Agreement, or the waiver by either party of any breach of any provision of this Agreement by the other party, will not prevent a subsequent exercise of the same right or enforcement of the same provision or be deemed a waiver of any subsequent breach of the same or any other provision of this Agreement.

11.4 Amendment. Any modification or amendment of this Agreement will be in a writing executed by a duly authorized representative of each party.

11.5 No Assignment. You will not assign this Agreement or any right or license granted by this Agreement, whether by operation of law, change of control or in any other manner, without the prior written consent of TSS. If TSS consents to any such assignment, You and the assignee will enter into an assignment agreement in a form satisfactory to TSS, and You will pay TSS the then-current transfer fee.

11.6 Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable or illegal, such provision will be deemed deleted and the remainder of this Agreement will remain in effect as modified by such deletion.

11.7 Manner of Giving Notice. Except as otherwise specified in this Agreement, all notices, permissions and approvals hereunder will be in writing and will be deemed to have been given upon: (i) personal delivery, (ii) the second business day after mailing, (iii) the second business day after sending by confirmed facsimile, or (iv) the first business day after sending by e-mail (provided e-mail will not be sufficient for notices of termination or an indemnifiable claim). Notices to You will be addressed to the system administrator designated by You for Your relevant Services account, and in the case of billing-related notices, to the relevant billing contact designated by You.