



## Access and Use Agreement

[NOTE: This form *must* be signed by a Bona Fide Employee of a shareholder or subscriber *before* such Bona Fide Employee is permitted to access or use records and information for the counties marked for access below.]

Austin Data, Inc. (ADI), Georgetown Data, Inc. (GDI), Bastrop Records, Inc. (BRI) and Hays Data, Inc. (HDI) (collectively referred to as "The Plants" or "Plants") severely restricts who may access The Plants records and how retrieved information may be used.

THIS AGREEMENT (the "Agreement") is executed by the undersigned (henceforth "User"), a Bona Fide Employee of \_\_\_\_\_ (henceforth "Title Company"), as an express condition to The Plants granting User access to and/or use of The Plants trade secret records and information located at or accessed from Title Company. User hereby acknowledges and agrees as follows for the county(ies) indicated below:

Please indicate the county(ies) to which your company has access:

- Travis County
- Williamson County
- Hays County
- Bastrop County
- Caldwell County
- Burnet County
- Llano County

### 1. RECORDS AND INFORMATION

#### a. Title Plant

User acknowledges by execution of this Agreement that he or she has been informed by The Plants that The Plants have compiled and own or maintain land title evidence plants (collectively the "Title Plants") for the counties listed above comprised in whole, or in part of (i) computerized general name and geographic indexes (the "Indexes"), (ii) computerized edits of survey and subdivision information (the Map Edits), (iii) digital images of tract book pages (the "Tract Books" and (iv) digital images of take-off cards, (v) computerized maps (the "Acreage Maps") pertaining to portions of real property which are not contained within a recorded subdivision plat; the Indexes comprise an index to those documents publicly filed which affect title to, interest in, or encumbrance on real property situated within the counties cited above.

#### b. Image Library

User acknowledges by execution of this Agreement that he or she has been informed by The Plants that The Plants also own and maintain digital documents which are reproductions of documents recorded in the above cited counties by the county clerks (collectively referred to herein as the "Image Library").

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

Subject to the restrictions and limitations set forth in this Agreement, User may be permitted by Title Company, in the normal course of User's bona fide employment with Title Company, to access the Title Plant(s) and Image Library(ies) for the purpose of (i) obtaining information (the "Retrieved Information") from the Title Plants, (ii) causing such Retrieved Information to be produced in hard copy and/or electronic printed form (a "Computer Print" one type of which is commonly referred to as a "run sheet"), and (iii) retrieving copies of documents from the Image Library(ies). User agrees not to deliver, exhibit, or furnish a Computer Print to any third party.

## 3. COPYRIGHTS

User acknowledges by execution of this Agreement that he or she has been informed by The Plants that (i) the Computer Prints bear a copyright in favor of Austin Data, Inc. (ADI) or Georgetown Data, Inc. (GDI) or Bastrop Records, Inc. (BRI) or Hays Data, Inc. (HDI), (ii) Austin Data, Inc. (ADI) and Georgetown Data, Inc. (GDI) and Bastrop Records, Inc. (BRI) and Hays Data, Inc. (HDI) are protected from unauthorized duplication or display by federal copyright law, and (iii) Austin Data, Inc. (ADI) and Georgetown Data, Inc. (GDI) and Bastrop Records, Inc. (BRI) and Hays Data, Inc. (HDI) copyrights are very important to The Plants. User agrees to honor The Plants copyrights.

## 4. TRADE SECRETS AND PROPRIETARY INFORMATION

User acknowledges by execution of this Agreement that he or she has been informed by The Plants that the Title Plant(s) (i) are trade secrets and confidential proprietary information owned by The Plants, (ii) were developed by The Plants at great expense, (iii) are very important to The Plants, and (iv) that The Plants are protected from unauthorized dissemination of their trade secrets by federal and state law. User agrees not to appropriate to his or her own use any such records. User further agrees not to copy, communicate, disseminate or use in any manner such records, or any other information derived therefrom, except in accordance with User's bona fide employment with Title Company and the terms, conditions, and restrictions contained within this Agreement.

## 5. FURNISHING INFORMATION TO OTHERS

User agrees never to deliver, exhibit, or furnish Retrieved Information and information derived or obtained from The Plants to any individual or entity, except during the course of User's bona fide employment with Title Company and then only in the normal course of Title Company's business in connection with the issuance of title insurance policies or the sale of title information products or services to bona fide customers ("End Users") for their own use and not for resale to others.

## 6. TITLE COMPANY'S RECORDS

User agrees never to permit any individual or entity access to or use of any portion of Title Company's abstract plant, title plant or other title records which were created or updated through the use of The Plants' Title Plant(s) or Image Library(ies), including without limitation Title Company's base files, title files, title examinations, title reports, title insurance policies, binders, and commitments, if such individual or entity is prohibited by The Plants from benefiting from such records and information.

## 7. COMPUTER PASSWORD

In the event The Plants assign to User a unique computer password ("Password") to enable User to access and use the Title Plant(s) and Image Library(ies), User agrees not to disclose, exhibit, or furnish such Password to any other individual. In the event User's Password becomes known to any other individual, User agrees to immediately notify ADI of such event. User further agrees (i) not to use any other individual's Password, (ii) not to use an electronic device connected to ADI's computer system which has been signed on with any other individual's Password, and (iii) not to permit any other individual to use an electronic device connected to ADI's computer system which has been signed on with User's Password.

## 8. REMEDIES

- a. If at any time The Plants, in their sole and exclusive judgement, with or without cause, determines that it would be in the best interest of The Plants to terminate User's access to and/or use of The Plant(s) and Image Library(ies), The Plants may do so immediately without any prior notice to User or to Title Company. The Plants' foregoing termination right shall not be conditioned in any way upon a breach or threatened breach of this Agreement by User, but shall be exercisable solely at the discretion of The Plants.
- b. User acknowledges that disclosure of any confidential information or breach of any other provisions of this Agreement shall give rise to irreparable injury to The Plants and that money damages would be an inadequate remedy for any such breach. Accordingly, User acknowledges and agrees that, in the event of a breach or threatened breach by User of any of the terms of this Agreement, in addition to The Plants right to immediately terminate User's access and/or use of The Plants' Title Plant(s) and Image Library(ies) as set forth in Paragraph 8.a above, The Plants may proceed directly against User to enforce any legal or equitable remedies which may be available to The Plants as a result of such breach or threatened breach. User acknowledges and agrees that the covenants contained in this Paragraph 8 are necessary for the protection of the legitimate business interests of The Plants and are reasonable in scope and content.

## 9. MISCELLANEOUS

- a. User agrees to be subject to and bound by any additional restrictions The Plants may place, from time to time, upon access and use of the Title Plant(s) and Image Library(ies).
- b. User agrees that this Agreement shall be construed under and in accordance with the laws of the State of Texas, and User agrees to submit to an appropriate state or federal court in Austin, Texas (ADI) or Georgetown, Texas (GDI) or San Marcos, Texas (HDI) or Bastrop, Texas (BRI) for suit alleging any breach of this Agreement.
- c. The Plants will maintain the confidentiality of any personal information. User acknowledges and agrees that The Plants will permanently revoke the Password of any individual who submits false personal information.
- d. **USER ACKNOWLEDGES THAT HE OR SHE HAS READ THIS AGREEMENT, UNDERSTANDS ITS TERMS AND CONDITIONS, AND HAS BEEN GIVEN THE OPPORTUNITY TO MAKE A COPY OF THIS AGREEMENT AND RETAIN SUCH COPY FOR USER'S PERSONAL USE.**

IN WITNESS WHEREOF, User has executed this Agreement on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**Signature:** \_\_\_\_\_

**Legal Name Printed**  
(middle name *required*) : \_\_\_\_\_

**Position with Title Company** : \_\_\_\_\_

**Date of Birth** : \_\_\_\_\_

**Home Address** (*including* : \_\_\_\_\_  
city and zip code; *no*  
P.O. boxes) of User \_\_\_\_\_

**Personal Telephone** (cell or land line; *required*) : \_\_\_\_\_