



1PARKPLACE, INC - THEGENIE.AI™
TITLE COMPANY PARTNER PROGRAM
MASTER SERVICE AGREEMENT

CONFIDENTIAL

Lawyers Title Company
San Diego Division
Attn: Josh White / County Manager

8880 Rio San Diego Drive #1100
San Diego, CA 92108

Revised On: September 14th, 2023
Prepared by: Steve Hundley



Table of Contents

Meet TheGenie.ai	3
<i>Title Company Business Development Suite - Key Modules:</i>	3
Leadership Management Module:	3
Title Rep Business Development Module:	3
Title Company Enterprise Master Plan Agreement	4
<i>Scope of Services</i>	4
<i>Exhibits included in this document:</i>	4
• EXHIBIT A: Title Operation Pricing Matrix	4
• EXHIBIT B: Investment Outline	4
• EXHIBIT C: Acceptance	4
• EXHIBIT D: Responsibilities of all Parties	4
• EXHIBIT E: Proposed Deployment Schedule	4
• EXHIBIT F: 1parkplace, Inc. Customer Service Access	4
• EXHIBIT G: Priority Codes & Response Times	4
• EXHIBIT H: Terms & Conditions	4
• SUPPLEMENT #2 to The Lawyers Title Master Service Agreement	4
<i>Master Service Agreement Liaison Contacts</i>	4
Exhibit A: GROW MARKET SHARE with TheGenie.ai – Strategic Pricing Matrix	5
DIVISION/COUNTY PRICING*	5
Exhibit B: Investment	6
<i>Each Division/County Pricing package includes:</i>	6
EXHIBIT C: ACCEPTANCE	7
Exhibit D: Responsibilities of all parties:	9
<i>1parkplace Commitments</i>	9
<i>Lawyers Title “Customer” Commitments</i>	9
Exhibit E: Proposed Deployment Schedule:	11
Exhibit F: 1parkplace, Inc. – WeCare Member Service Promise	12
Exhibit G: Response Times & Priority Codes	13
Exhibit H: Terms & Conditions	14
SUPPLEMENT #2 TO THE LAWYERS TITLE MASTER SERVICE AGREEMENT	14



Meet TheGenie.ai

TheGenie.ai business development system is designed to provide Lawyers Title the power your reps need to confidently engage every targeted mega team or VIP REALTOR. It's patented prospecting analytics and Paisley AI marketing genius, equips your reps with the power to deliver value driven consultation sessions designed to lock in new customers and increase market share.

Title Company Business Development Suite - Key Modules:

Leadership Management Module:

- Management module allows leadership to add, edit and impersonate all reps.
- Management can manage Teams & Individual title reps.
- Ability to add Customer Service roles for supporting field reps.
- System is designed for scale whereby new branch offices inherit master configuration rules.
- Super User permissions provide designated leaders the power to oversee all branches.
- Custom role configurator provides ability to create specialized roles for focused activities.
- Management level permissions provide opportunity for management to impersonate reps.
- All the power of TheGenie.AI analysis, optimization, and content for the entire firm.

Title Rep Business Development Module:

- TheGenie DEALMAKER CONSULTATION PORTAL™ – Patented Farm Analyzer to close more deals
- TheGenie Title Rep BizDev Dashboard: Manage Clients, Farms, Notifications, and Invitations
- KNOW MORE GENIE™ KNOWLEDGE PORTAL – Conversation Starter AGENT MAGNET
- TheGenie DEMONSTRATOR – Give Reps the keys to bring customer service to a whole new level
- Sherlock Genie™ – Stealth intelligence to open more doors and close more deals:
 - Agent Scorecard by FARM – key knowledge no other solution provides
 - Agent Farm RANKING & COMPETITION Analyzer
 - COMPETING TITLE CO FARM ANALYZER
 - Public record area Social Marketing audiences and direct mail lists.
 - LIVE CHAT support and rep service access.
 - Insider Report Access from Marketing HUB
 - **NEW:** FARMING KIT



Title Company Enterprise Master Plan Agreement

Welcome to TheGenie.ai Title Company Partner Program membership. We at 1parkplace, Inc are excited to have you join our exclusive network of leading operations.

We welcome feedback and look forward to building a successful partnership with you.

Scope of Services

In accordance with the options selected by the Customer, 1parkplace will provide all or a combination of the services described in this document:

Exhibits included in this document:

- EXHIBIT A: Title Operation Pricing Matrix
- EXHIBIT B: Investment Outline
- EXHIBIT C: Acceptance
- EXHIBIT D: Responsibilities of all Parties
- EXHIBIT E: Proposed Deployment Schedule
- EXHIBIT F: 1parkplace, Inc. Customer Service Access
- EXHIBIT G: Priority Codes & Response Times
- EXHIBIT H: Terms & Conditions
- SUPPLEMENT #2 to The Lawyers Title Master Service Agreement

Master Service Agreement Liaison Contacts

- **Operation LEADER - :**
[op leader] p. e.
- **Sales Leader:**
[SalesLeader] p. e.
- **Customer Service Leader:**
[ServLeader] p. e.
- **1parkplace – Business Manager:**
p. 858. . e.
- **1parkplace - CEO:**
Steve Hundley p. 858.935.4901 e. steve.hundley@1parkplace.com

On-boarding Worksheet:

NOTE: Upon agreement acceptance, a collaborative Master On-boarding Worksheet and checklist will be shared to leadership for populate for setup .



Exhibit A: GROW MARKET SHARE with The TitleGenie – Market Mastery Suite

Experience an ELITE Mega Agent & Team Attraction platform to open new doors and close more title business. A Mastery Suite that combines a patented Mega Team listing prospecting technology piloted by a Certified TitleGenie Strategist to neutralize competition and attract more agents. Imagine a growth strategy where KNOWLEDGE is the POWER that smart agents can't live without. A Success formula The TitleGenie is built for!

TitleGenie Leadership Mastery Module – 1 per DIVISION/COUNTY

Tier Code	Per Division/County (single billing)	1 X Setup/Onboard ea	Per Division Mo.
OT-1	1-5	\$1500	\$1000
OT-2	6-10	\$1500	\$750
OT-3	11-99	\$1500	\$600
OT-4	100+	\$1500	\$500

*A division or County that has P & L responsibility of a designated area and a title rep team who report to the same Sales Leader

TitleGenie Agent Attraction Platform – 1 per INDIVIDUAL REP*

Tier Code	Individual Rep Tiers	On Board/Certification	Per Rep Mo.
A1	1-19 Individual Reps	\$250 ea.	\$550
B1	100-499	\$250 ea.	\$450
C1	500-999	\$250 ea.	\$350
D1	1000++	\$250 ea.	\$250

*Pricing based on number of reps in a single invoice

ALA CARTE TRAINING & EDUCATION

OPTIONAL Education Options	Duration	Price
1-on-1/Group Zoom Leadership Meetings	90 mins	\$500
Zoom Group Success Team Meetings	90 mins	\$250
Live On-Site Leadership or Training request + expenses	½ Day	\$1250 min.
Customer Service Dept Custom Requests*	1 per hr.	\$150
A la Carte Requests	Scope n Quote	\$TBD

*CUSTOMER SERVICE REQUESTS INVOICED IN 30 MIN INTERVALS

EXHIBIT A NOTE for OPERATION LEADERSHIP:

TheGenie.ai Enterprise System provides Division/County Operations a receive 3 additional ADMIN LEVEL accounts for leadership, sales management and customer service which provide the operation a additional services, features and oversight. Additionally, management reports on sales team activity based on use and activity.



Exhibit B: Investment

DATE: March 20, 2025

CUSTOMER: [Customer_Name]

TERM: 12 Month Auto Renew

TitleGenie – Marketshare Magnet Suite:

Qty	TitleGenie Solution	Tier	1x ON BOARD	MONTHLY
1	Leadership Mastery Module	OT-1	\$1500	\$1000
0	Agent Attraction Platforms	C1	\$ 0	\$ 0

GROSS TOTALS: _____

Agreement Terms:

- ☐ Auto 5 Day Pay plan* _____ Leader Initial [LI] 3%
- ☐

NET INVESTMENT: **[\$[Total_OB]** **[\$[Net_Mo]**

Each Leadership Mastery Module includes:

- 1 Customer Service Super Admin Account
- 2 Leadership Accounts
- Direct Customer Service team & Leadership team support
- On-Demand Rep help via Live Chat, Email, and SMS/Text
- Monthly Regroup with Reps and Leadership Huddle with management
- Invitation to TheGenie's INNER CIRCLE Power User Club
 - Share your wish list directly to the people who make the products.

*-CHECK the 5 Day Pay Plan, when agreeing to pay monthly service invoices with ACH no later than the 5th day of each month.

NOTE: Discount \$ amount not paid on time will be added to the following month invoice. Discount is not offered if account shows any unpaid prior balance. Discount does not apply to Onboarding amounts or custom ala carte services.



EXHIBIT C: ACCEPTANCE

PRICING - Customer agrees to the pricing schedule in Exhibit "B" – INVESTMENT

PAYMENTS

Customer shall pay all fees owing to 1parkplace 10 business days after invoice due. There is a 5-business day grace period after which the invoice will be subject to a 5% per week service charge.

Preferred Payment Method: Electronic Payment via ACH

MASTER SERVICE AGREEMENT HYBRID CENTRALIZED PAYMENT MODEL

The Master Account takes on a pivotal role as the centralized financial coordinator for all participating divisions using TheGenie.ai services. This streamlined approach offers administrative efficiency and volume-based advantages to all involved. However, it also necessitates a collective commitment to timely payments, as any delay could impact the seamless operation and benefits of the system for the entire user community.

MSA TIMELY PAYMENT RESPONSIBILITY

TheGenie.ai is more than just software; it's a dynamic, interconnected ecosystem. It thrives on real-time data acquisition and management and a full-time engineering and development team to bring you continued requested enhancements. A dedicated customer support monitors all systems 24 hours a day.

- Invoices must be paid by the 10th of each month. Prompt payments are essential for sustaining this level of comprehensive service that enriches the experience for your title reps and their customers. Payments not made on time can trigger the following system wide restrictions.
- Invoices are submitted no later than the 25th of the month prior to the month being billed and payments by ACH must be received by the 10th of the month being billed.

TIMED SYSTEM TRIGGERS

1. Payments not received by the 15th of the month will trigger a system wide pause of login privileges for all organizational accounts. Sales Reps will not be able to conduct consultations, invite new customers, or service existing customers when in this status.
2. Payments not received by the 29th of the month will trigger a system wide pause for all organizational invited REALTOR customers. This will affect their ability to log in to the dashboard, receive farm updates, or access any Genie information, data, or tools. The account is subject to a 5% re-instatement charge that will be added to the balance due.
3. Payments not received within 45 Days triggers the shutdown of all organizational system services. All services managed on behalf of organization, across the ecosystem will be suspended until past-due balances are rectified. The account is subject to a 10% re-instatement charge that will be added to the balance due.

These protocols are in place to maintain the integrity and high standard of service your entire operation expects from TheGenie.ai and integral to the mutual success we aim to achieve.

TERM

The term of this Agreement shall commence on the day that this Agreement is signed and shall continue thereafter for twelve (12) months (the "Initial Term"); thereafter, this Agreement will automatically renew for successive one (1) year terms (each, a "Renewal Term") (the Initial Term and each Renewal Term are collectively, the "Term") unless either party sends the other party a written notice of non-renewal at least thirty (30) days prior to the expiration of the then-current term or unless terminated earlier in accordance with this Agreement or any Supplement or Amendment to the Agreement.

VALIDITY



The TitleGenie
Marketshare Mastery Suite
Master Service Agreement

This agreement is valid until [today + 5 Days] – midnight PST

ACCEPTANCE

This agreement ("Agreement"), is made upon date as reflected on the signature below. By accepting this agreement, customer is confirming they have read and accepted all terms within Exhibits A – H. I am authorizing 1parkplace to let TheGenie out of the bottle for Lawyer Title ("Customer")

Accepted and Authorized by: _____ **Date:** _____

Signature: _____



Exhibit D: Responsibilities of all parties:

In accordance with the options selected by Customer, and outlined in the Exhibits attached to this agreement, 1parkplace and Customer will adhere to the following for all authorized services:

1parkplace Commitments

- Outstanding Onboarding Experience. Including managers, trainers, and reps
- Work closely with customer to ensure MAXIMUM SUCCESS with deployment
- Train and “Certify” customer to provide all Level 1 REALTOR support
- Provide Lawyers Title a direct channel to 1parkplace for Level 2 support issues
- Adhere to schedules and work plans as detailed within all agreement Exhibits

Lawyers Title “Customer” Commitments

- Customer to provide TheGenie.ai Team feedback on improvements
- Customer to share successful use cases that achieve results and breakthroughs
- The Customer will be responsible for the actions of its users & reps
- Customer agrees to all terms within Exhibits A-H
- Reps will provide invitation & area consultation for all target agent customers

Non-Solicitation of 1parkplace Personnel

Customer understands that 1parkplace’s programming, programmers and other personnel are proprietary and are considered company assets and confidential. Customer therefore agrees not to use or disclose any information regarding 1parkplace’s programming, programming methods or personnel for any purpose whatsoever other than those purposes outlined in this agreement.

Customer further agrees not to solicit, hire, or attempt to hire any of 1parkplace’s personnel or subcontractors for clients’ own purposes. Customer understands that any breach of this clause could cause irreparable damage to 1parkplace. Client agrees that if there is any breach or attempted breach of this clause that 1parkplace shall be entitled to, in addition to any other remedies at law, immediate, temporary or permanent injunction against client.



MUTUAL NON-DISCLOSURE AGREEMENT

Both parties acknowledge that during the course of this Agreement, each may obtain confidential information regarding the other party's business, including but not limited to, customer lists, marketing strategies, financial information, software, technologies, and methodologies ("Confidential Information").

1. **Confidentiality:** Both parties agree to maintain the confidentiality of the Confidential Information and to refrain from using or disclosing any Confidential Information to any third party, except as required by law or as necessary to fulfill obligations under this Agreement.
2. **Permitted Disclosure:** Confidential Information may be disclosed to employees, agents, or subcontractors who are required to have the information to carry out the agreed-upon contract terms. The disclosing party must ensure that such individuals are bound by similar non-disclosure terms.
3. **Return or Destruction:** Upon termination of this Agreement, or at any time upon request, each party shall return or, if instructed by the disclosing party, destroy all copies of the Confidential Information belonging to the disclosing party.
4. **Exceptions:** The obligations under this clause will not apply to information that is publicly available, already in the receiving party's possession prior to disclosure by the disclosing party, or independently developed by the receiving party without reference to the disclosing party's Confidential Information.
5. **Duration:** The obligations set forth in this Non-Disclosure shall survive the termination or expiration of this Agreement for a period of five (5) years.
6. **Legal Remedies:** Both parties acknowledge that any breach or threatened breach of this clause may result in irreparable harm for which damages would not be an adequate remedy. Therefore, in addition to any other remedies available, the injured party shall be entitled to seek injunctive relief against such breach or threatened breach.



Exhibit E: Proposed Deployment Schedule:

The schedule below is typical deployment schedule based on best practices when all parties meet or exceed desired timelines for deliverables. Once order is placed, 1parkplace and customer will collaborate to reset the schedule based on the transactional and calendar objectives.

Week 1: Asset gathering / preparation:

- Customer to provide all requested setup assets
- Collect rep roster from corporate – including all contact information for each rep
- Determine key personnel, influencers, and schedule training with leadership
- Setup Master Enterprise Admin account
- If any custom templates or features are agreed to – customer to supply documentation
- Work with marketing team to create promotion and marketing tools to promote TheGenie locally

Week 2: Setup and Group training

- Invite selected reps for TheGenie for onboarding & certification
- Deliver group training 2x (4 hours each)
- QA testing on all accounts to ensure correct branding

Week 3: Rep Group Training

- Q/A all processes with leadership
- Deliver group training 2x (4 hours each)

Week 4: Rep Field Training – 1 agent per rep (1 on 1 meeting)

- Soft launch with each rep inviting one “active” customer
- 1parkplace team members will join introduction meeting with a GoToMeeting virtual attendance
- 1parkplace will work with each rep to ensure they can confidently deliver consultation meeting
- Sessions confirm rep readiness to successfully complete TheGenie Certification “final examine”
- Verify company leadership & admins are successfully trained and certified

Week 5: Continued Rep Field Training – 1 agent per rep (1-on-1 meeting)



Exhibit F: 1parkplace, Inc. – WeCare Member Service Promise

1parkplace Hours of Operation

Our hours of operation are Monday to Friday, 8:00 a.m. to 5:00 p.m., Pacific Standard Time. Live online chat, email and phone support are provided during our normal business hours. Our offices will be closed in observance of the following Holidays and Holiday periods:

1parkplace Holiday calendar

- New Year's Day
- President's Day
- Memorial Day
- 4th of July
- Labor Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Eve
- Christmas Day

1parkplace Support After Hours

All the services hosted within 1parkplace's data center are monitored 24/7 and are restored in the event of failure.

1parkplace Member Support Center

- Text: (888) 614-4699
- Email: WeCare@TheGenie.ai
- Online Live Chat from anywhere within TheGenie.ai during open hours
- Online Video Library – YouTube & Vimeo

1parkplace Response Time and Priority Table

Response time is defined as the time between notification of a system problem and when corrective action is started. Systems are monitored 24 hours a day, seven days a week. We utilize a system of on-call engineers who respond to system outages. Our on-call engineers receive outage notifications directly from an automated monitoring system.

Specific response times are provided as outlined in Exhibit "G".



Exhibit G: Response Times & Priority Codes

Priority Code	Description	Business Hours	After Hours
High	System failure, site is down; errors that prevent order processing or affect critical users (i.e., business is affected) Application errors are addressed the next business day.	Within 30 minutes	Within 1 hour
Medium	This is for challenges that: <ul style="list-style-type: none"> a) Affect a more isolated piece of functionality. b) Occur only at certain boundary conditions. c) Has a workaround (where "don't do that" might be an acceptable answer to the user). d) Occur only at one or two customers. or e) Is very intermittent. f) Misplaced username and password, spelling and grammar errors, or errors that affect non- critical functions or users (i.e., business not affected). 	Less than 4 hours	Next Business Day
Normal	This is for: <ul style="list-style-type: none"> a) Minor challenges, such as failures at extreme boundary conditions that are unlikely to occur in normal use, or minor errors in layout/formatting. b) These problems do not impact use of the product in any substantive way. c) Questions or comments. 	Less than 8 hours	Next Business Day



Exhibit H: Terms & Conditions

1. **Training and Support:** 1parkplace, Inc. will provide comprehensive training and support to Lawyers Title. This includes initial setup and onboarding, ongoing training, and access to our customer support team.
2. **Customer Support:** Our customer support team is available to assist with any issues or questions that may arise. We offer three levels of priority for support requests, with response times ranging from within 30 minutes to less than 8 hours, depending on the priority level.
3. **Termination:** Either party may terminate this Agreement by providing 30 days' written notice to the other party. In the event of termination by Lawyers Title, a new central point of billing must be designated for the remaining divisions. This designation must be made prior to the commencement of the 30-day notice period. If Lawyers Title fails to designate a new central point of billing before the commencement of the 30-day notice period, the termination notice will not take effect, and the Agreement will remain in force.

In the event of early termination, Lawyers Title will be responsible for any fees incurred up to the effective date of termination. Additionally, early termination may require Lawyers Title to pay an amount equivalent to the discount that was offered for the agreed-upon term. This amount will be prorated for the specific entity or entities that are terminating before the end of the term.

Any prepaid fees for services not yet rendered will be refunded on a pro-rata basis, less any amounts due for early termination as described above. Please note that while we will make every effort to honor our commitments and fulfill our obligations under this Agreement, unforeseen circumstances may arise on either side that could affect our ability to do so. We ask for your understanding and flexibility in such situations.

4. **Limitation of Liability:** In no event shall 1parkplace, Inc. be liable to Lawyers Title for any indirect, special, incidental, consequential, or punitive damages, even if 1parkplace, Inc. has been advised of the possibility of such damages.
5. **Dispute Resolution:** Any disputes arising out of or related to this Supplement or the MSA shall be resolved through good faith negotiations between the parties. If the parties are unable to resolve the dispute through negotiation, the dispute shall be resolved by arbitration in San Diego, CA.

This Supplement is intended to supplement and not to replace the terms of the MSA. In the event of any conflict between the terms of this Supplement and the MSA, the terms of this Supplement shall prevail.

6. Miscellaneous

This Agreement is governed by the laws of the State of California and county of San Diego

SUPPLEMENT #2 TO THE LAWYERS TITLE MASTER SERVICE AGREEMENT

This Supplement #2 ("Supplement") is made and entered into as of MONTH __, 2023 by and between 1parkplace, Inc. ("Vendor" or "1parkplace") and Lawyers Title Company ("Customer" or "LTC").

WHEREAS, Vendor and Customer have entered into a Master Service Agreement dated July 11, 2023 ("Agreement"); and

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficient of which is hereby acknowledged, as the parties agree as follows:



1. **Confidential Information.** Other than in the performance of this Agreement, neither Vendor nor Vendor's agents, employees, or subcontractors shall use or disclose to any person or entity any Confidential Information of Customer (whether in written, oral, electronic or other form), which is obtained from Customer or otherwise prepared or discovered either in the performance of this Agreement, through access to Customer information systems, or while on Customer premises. As used herein, the term "Confidential Information" shall include, without limitation, all work product information designated by Customer as confidential, all customer information (including "non-public personal information" as defined in Title V of the Gramm-Leach-Bliley Act (15 U.S.C. Section 6801, et seq.) and the implementing regulations thereunder (collectively, the "GLB Act"), as the same may be amended from time to time), all information or data concerning or related to Customer's products including the discovery, invention, research, improvement, development, manufacture, or sale thereof, processes, or general business operations (including sales costs, profits, pricing methods, organization, and employee lists), and any information obtained through access to any information systems (including but not limited to computers, networks, voice mail, etc.) which, if not otherwise described above, is of such a nature that a reasonable person would believe it to be confidential or proprietary. Vendor will protect the confidentiality of Confidential Information with the same degree of care as Vendor uses for its own similar information, but in no event less than reasonable care. Vendor will obtain a similar agreement from any employee, subcontractor or agent performing Services under this Agreement. The foregoing confidentiality obligations will not apply to Confidential Information that (a) is already known to Vendor prior to disclosure by Customer; (b) is or becomes a matter of public knowledge through no fault of Vendor; (c) is rightfully received from a third party by Vendor without a duty of confidentiality; (d) is independently developed by Vendor; (e) is disclosed under operation of law; or (f) is disclosed by Vendor with the prior written approval of Customer.

Vendor shall notify Customer as soon as possible, but within no more than twenty-four (24) hours of: (x) any unauthorized possession or use of Customer Confidential Information; (y) the effect of such use or possession; and (z) the corrective action taken in response thereto. Vendor acknowledges that Customer may be required to also notify its customers of such security incidents and agrees to cooperate with Customer in making such notifications. The costs of such notifications, credit monitoring services, or other corrective action provided to affected customers, and any other costs related to such unauthorized possession or use, shall be the sole responsibility of Vendor.

2. **Representation and Warranty.** Vendor represents and warrants that all Services it renders under this Agreement shall be performed: (i) in a professional and workmanlike manner; (ii) in conformity with the service level standards set forth in this Agreement and the highest industry standards; (iii) by personnel reasonably suited by skill, training, and experience for the type of services they are assigned to perform; and (iv) in compliance with applicable laws and regulations. Vendor further



represents, warrants and covenants that: (a) it has and will have all rights, titles, licenses, intellectual property, permissions and approvals necessary in connection with its performance under this Agreement and to grant Customer the rights granted hereunder; and (b) none of the work product, deliverables, Services or software or the provision or utilization thereof as contemplated under this Agreement, do or will infringe, violate, trespass or in any manner contravene or breach any intellectual property of any third party.

3. Security. Vendor will maintain a security program that meets or exceeds industry standards and is designed to maintain the security, confidentiality, integrity, and availability of Customer Confidential Information.
4. SSL Certificate. Within thirty (30) days of the date of this Supplement, Vendor will obtain and maintain an SSL Certificate for Vendor's website. If an SSL Certificate is not obtained by Vendor within the timeframe noted above, Customer may terminate the Agreement immediately upon written notice and will not be subject to any termination fees.
5. Indemnification. Vendor will defend, indemnify, protect and hold harmless Customer, its officers, directors, employees, agents, subsidiaries and affiliates from and against any and all claims, losses, liens, demands, attorneys' fees, damages, liabilities, costs, expenses, obligations, causes of action, or suits, (collectively "Claims") to the extent that such Claims are caused by, arise out of, or are connected in any way with (a) to the maximum extent permitted by law, any act or omission, whether active or passive and whether actual or alleged, or willful misconduct, (b) the breach of its contractual obligations, covenants, undertakings or promises under this Agreement, or (c) the actual or alleged infringement, violation, misappropriation, contravention, or breach of any third party's intellectual property rights as a result of, or in connection with, the Services.
6. Limitation of Liability- Direct Damages. Each party's liability on any claim or loss arising out of, or connected with this Agreement shall be limited to the actual direct damages incurred by the nondefaulting party, provided that in each such instance, such liability shall not exceed the lesser of (1) the amount of actual direct monetary loss suffered by the nondefaulting party; or (2) the total amount paid to Vendor by Customer under this Agreement. The limitations of liability in this Supplement shall not apply to (a) Vendor's indemnity obligations set forth above; or (b) Customer claims against Vendor for breach of confidentiality and nondisclosure obligations set forth above.
7. Insurance Requirements. Vendor shall maintain at its own expense during the term of this Agreement, Errors and Omissions and Network Security and Privacy ("Cyber") Liability Insurance, placed with companies holding minimum A.M. Best ratings of at least A-VIII, with limits of at least \$4,000,000 per claim, covering the products and services being contracted. Any Retroactive Date on such coverage shall be no later



than the date Vendor first provides services under this Agreement, and coverage shall remain in force for a minimum of two (2) years after the completion of all services. Prior to commencing work under this Agreement and within ten (10) days of each subsequent policy renewal, Vendor's insurers or their authorized representatives shall provide Customer with a Certificate of Insurance evidencing that all coverage required under this Agreement is maintained in force. Nothing in this Insurance Section will be construed as limiting Vendor's liability to Customer or any third party.

8. Miscellaneous.

- a. Independent Contractors. Vendor will act solely as an independent contractor. Nothing contained herein will be construed to create the relationship of principal and agent, employer and employee, partners or joint ventures. Customer assumes no liability for personal injury or property damage arising out of Vendor's performance of this Agreement. Vendor personnel shall in no sense be considered employees of Customer and Vendor personnel will not, by virtue of this Agreement, be entitled to participate in any benefits or privileges extended by Customer to its employees.
- b. Subcontractors. Vendor shall not engage any subcontractor without the prior written consent of Customer, which Customer may withhold in its sole discretion. Vendor agrees to impose on its subcontractors the same obligations imposed upon Vendor under this Agreement with respect to safety, security, confidentiality, background checks, insurance and insurance certificates, and indemnification. Vendor shall be liable to Customer for any damages caused by Vendor's subcontractor(s). Vendor's execution of any subcontracts, including subcontracts approved by Customer, will not relieve, waive or diminish any obligation Vendor may have to Customer under this Agreement.
- c. Assignment. Neither party may, directly or indirectly, in whole or in part, neither by operation of law or otherwise, assign or transfer this agreement without the other party's prior written consent. Any attempted assignment, transfer or delegation without such prior written consent will be void and unenforceable.
- d. Notices. Any notice, amendment, or consent required or permitted under the Agreement must be in writing and transmitted to the recipient by either: (A) personal delivery; (B) Federal Express or similar overnight delivery; or (C) U.S. certified mail, return receipt requested, postage prepaid. Notices or communications are deemed given upon receipt or refusal of delivery. Notices must be sent to the Notice Address(es) set forth below. Either Customer or Vendor may designate a different address by notice to the other Party given in accordance with this Section 8(d) of the Supplement.

Notice to Customer:



The TitleGenie
Marketshare Mastery Suite
Master Service Agreement

Lawyers Title Company
601 Riverside Avenue
Jacksonville, FL 32204
Attn: General Counsel

With electronic copy to: contractrev@fnf.com

Notice to Vendor:

1parkplace, Inc.