



TitleGenie | Terms & Conditions

The terms and conditions supplement ("Supplement") is made and entered into as of September 14, 2023 by and between 1parkplace, Inc. ("Vendor" or "1parkplace") and Fidenlity National Financial Inc. ("Customer" or "FNF").

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. **Termination.** Either party may terminate this Agreement by providing 30 days' written notice to the other party. In the event of termination by FNF, 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 FNF 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, FNF will be responsible for any fees incurred up to the effective date of termination. Additionally, early termination may require FNF 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. **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.
5. **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.
6. **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.
7. **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.
8. **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.
9. **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. **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.



The TitleGenie
Marketshare Mastery Suite
Master Service Agreement

10. **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.

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

Notice to Customer: FNF Company

601 Riverside Avenue
Jacksonville, FL 32204
Attn: General Counsel

With electronic copy to: contractrev@fnf.com

Notice to Vendor: 1parkplace, Inc.

10875 Rancho Bernardo Road, Suite 100
San Diego, CA 92127
Attn: Operations