1parkplace
www.1parkplace.com

1PARKPLACE, INC - THEGENIE.AI™
TITLE GENIE MARKETSHARE MASTERY SYSTEM
MASTER SERVICE AGREEMENT

CONFIDENTIAL

[TitleGenie_Partner_Name]
[Division_Name] and [division_Location]
Attn: [div_Leader _full_Name] [leader _title]

[Division_mail_address_street] [suite]
[division_city], [division_st] [division_zip]

Revised On: [September 2, 2025]
Prepared by: [title_genie_consultant]

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Meet TitleGenie

The TitleGenie Marketshare Mastery Suite is a business development system is designed to provide [TitleGenie_Partner_Name] the power your reps need to confidently engage the listing agent marketplace. From individual listing agents to the Mega Team listing powerehouse. Built using patented prospecting analytics for TheGenie.ai. If your title team has any marketing needs, they can AskPaisley, your GPT powered real estate trained virtual assistant. The TitleGenie Suite equips your reps with the power to deliver value driven consultation sessions designed to lock in new customers and increase title market share.

Marketing Mastery System - Key Modules:

TitleGenie Leadership Mastery 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.

TitleGenie Agent Attraction Platform:

- TitleGenie CONSULTATION PORTAL™ – Patented Farm Analyzer to close more deals

- TitleGenie Client Engagement Dashboard: Manage Clients, Farms, Notifications, and Invitations

- TitleGenie Alert system – Provide proactive enagement when action happens

- ListMiner™ – Stealth data mining for intelligence to open more doors and close more deals:

  o Agent Scorecard – key knowledge no other solution provides

  o Agent Farm RANKING & COMPETITION Analyzer

  o COMPETING TITLE CO FARM ANALYZER

  o Public record area Social Marketing audiences and direct mail lists.

  o LIVE CHAT support and rep service access.

  o Insider Report Access from Marketing HUB

  o **NEW**: FARMING KIT

TitleGenie Marketshare Mastery Suite - Enterprise Master Plan Agreement

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

Scope of Services

When agreed to in writing, 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

Master Service Agreement Liaison Contacts

- **Operation LEADER - :**
  [Div_Leader _Full_Name] [Leader _title]   p.[leader _m_phone]   e. .[leader _email]
- **Sales Leader**:
  [Div_Sales_Leader]   p.   e.
- **Customer Service Leader**:
  [Serv_Leader]   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 colabrative 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 Atrraction 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 competiton and 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 – SaleRep accounts – 1 account per 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:
Titleenie Enterprise System provides each Operations 2 additional SUPER ADMIN LEVEL accounts for leadership and customer service which provide the operation a additional services, features and oversight. Additionally, management reports will be provided as requested on sales team activity based on use and activity.

Exhibit B: Investment

DATE: September 2, 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	$ 0	$ 0
0	Agent Attraction Platforms	C1	$ 0	$ 0

GROSS TOTALS:	——	

Agrement Options:

☐ _____

NET INVESTMENT: $[Total_OB] $[Net_Mo]

Each Leadership Mastery Module includes:

- 1 Customer Service Super Admin Account

- 1 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.

*Invoices with ACH are due no later than the 10th day of each month. NOTE: A 3% charge pwe week will be added to invoices paid after the 10th of each month.

EXHIBIT C: ACCEPTANCE

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

PAYMENTS
Customer shall pay all fees owning 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 3% per week service charge.

Preferred Payment Method: Electronic Payment via ACH

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.

2. Payments not received by the 29th of the month will trigger a system wide pause for REALTOR customers invited by [TitleGenie_Partner_Name]. 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
<mark>This agreement is valid until [today + 5 Days] – midnight PST</mark>

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 [TitleGenie_Partner_Name] ("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 [TitleGenie_Partner_Name] a direct channel to 1parkplace for Level 2 support issues
- Adhere to schedules and work plans as detailed within all agreement Exhibits

[TitleGenie_Partner_Name] "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

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
- Propose LEADERSHIP BREFING Scheduled date and agenda

Week 3: Rep Group Training

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

Weeks 4-12: EXECUTE 8 WEEK TITLE REP MASTERY CERTIFICATION

- Soft launch with each rep inviting one "active" customer
- 1parkplace team members will join introduction meeting with a ZOOM virtual attendance
- 1parkplace will work with each rep to ensure they can confidently deliver consultation meeting
- Sessions confirm rep readiness to successfully complete an 8 week TheGenie Certification "final examine"
- Verify company leadership & admins are successfully trained and certified

Week 5: ONGOING – Continued Development

- Monitor Rep Field development and accountibility
- Leadership Brefings – focused on key KPI's
- 1 on 1 meeting opportunities with Title Reps and Mega Agent/Teams
- Launch "OFFICE HOURS" ala carte open live help periods each week

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:

1pakplace 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: 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: 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: Enterprise Master Service Agreement – Terms & Conditions

1. **Training and Support:** 1parkplace will provide comprehensive training and support to [TitleGenie_Partner_Name]. This includes initial setup and onboarding, ongoing training, and access to 1parkplace's customer support team.

2. **Services prohibited**: 1parkplace will not provide to Customer access to Farm Genie ai/Paisley, Sherlock Genie or any other similar feature. In addition, 1parkplace will use commercially reasonably efforts to identify and decline any account set up with personal email by an employee of Customer.

3. **Customer Support:** 1parkplace's customer support team is available to assist with any issues or questions that may arise. 1parkplace offers three levels of priority for support requests, with response times ranging from within thirty (30) minutes to less than eight (8) hours, depending on the priority level.

4. **Termination:** Either party may terminate this Agreement by providing thirty (30) days' written notice to the other party.

In the event of early termination, [TitleGenie_Partner_Name] will be responsible for any fees incurred up to the effective date of termination. Additionally, early termination may require INSERT 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 1parkplace will make every effort to honor 1parkplace's commitments and fulfill 1parkplace's obligations under this Agreement, unforeseen circumstances may arise on either side that could affect 1parkplace's ability to do so. 1parkplace asks for Customer's understanding and flexibility in such situations.

5. **Limitation of Liability:**

(a)   **Indirect Damages**. In no event shall either party be liable for any indirect, special, incidental, consequential, or punitive damages, even if the parties have been advised of the possibility of such damages. The limitations of liability in this Agreement shall not apply to (a) Vendor's indemnity obligations set forth in this Agreement or (b) Customer claims against Vendor for breach of confidentiality and nondisclosure obligations set in this Agreement.

(b)   **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 Agreement shall not apply to (a) Vendor's indemnity obligations set forth in this Agreement or (b) Customer claims against Vendor for breach of confidentiality and nondisclosure obligations set in this Agreement.

6. **Dispute Resolution:** Any disputes arising out of or related to Agreement shall be resolved through good faith negotiations between the parties.

7. Confidential Information:

(a) **Confidential Information**. Other than in the performance of this Agreement, neither party nor their agents, employees, or subcontractors shall use or disclose to any person or entity any Confidential Information the disclosing party (whether in written, oral, electronic or other form), which is obtained from disclosing party or otherwise prepared or discovered either in the performance of this Agreement, through access to the disclosing party's information systems, or while on the disclosing party's premises. As used herein, the term "Confidential Information" shall include, without limitation, all work product information designated by the disclosing party 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 disclosing party'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. The receiving party will protect the confidentiality of Confidential Information with the same degree of care as the receiving party 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 the receiving party prior to disclosure by the disclosing party; (b) is or becomes a matter of public knowledge through no fault of the receiving party; (c) is rightfully received from a third party by the receiving party without a duty of confidentiality; (d) is independently developed by the receiving party; (e) is disclosed under operation of law; or (f) is disclosed by the receiving party with the prior written approval of the disclosing party. "**Personal Data**" means any information relating to an identified or identifiable natural person. An "identifiable natural person" is one who can be identified directly or indirectly, in particular by reference to one or more identifiers, such as a name, an identification number, location data, online identifier, or to any other factor specific to the individual (and for this purpose, an identifiable natural person is one who can be identified either directly or indirectly when using the information provided or when using the provided information and any other information which is in Vendor's possession or likely to come into Vendor's possession. For the avoidance of doubt, "Personal Data" includes, but is not limited to, (A) "non-public personal information" as defined in Title V of GLBA, (B) "cardholder data" in the Payment Card Industry (PCI) standards; (C) "personal information" as defined in the CCPA/CPRA; (D) "Nonpublic information," as defined in the NY DFS 500 that relates to an individual; and (E) and any other similar term used to describe information about an individual that is subject to privacy-related protections under applicable law.

(b) **Unauthorized Disclosure of Customer's Confidential Information**. 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.

(c) **Return or Destruction**. Upon termination of this Agreement, or at any time upon written request, the receiving party shall return or, if instructed by the disclosing party, destroy all copies of the Confidential Information belonging to the disclosing party. Notwithstanding anything in this Agreement to the contrary, the receiving party shall not be required to dispose of Confidential Information held electronically in archive or back-up systems in accordance with the receiving party's archiving or back-up policies. Additionally, the receiving party may retain a copy of any Confidential Information that the receiving party must retain to comply with its record retention policies or any applicable law or regulation provided (i) such information shall remain subject to this Agreement and (ii) the receiving party shall not retain any Confidential Information beyond the period required by its record retention policies or any applicable law or regulation.

d)   **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.

8. 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.

9. Security. Vendor will maintain a security program that meets or exceeds industry standards and is designed to maintain the security, confidentiality, integrity, and availably of Customer Confidential Information.

10. SSL Certificate: Within thirty (30) days of the date of this Agreement, 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. In addition, Vendor will maintain security measures as described in the Data Processing Addendum attached hereto as Exhibit H.

11. 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.

12. Vendor Insurance: 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 $1,000,000 per claim, covering the products and services being contracted.

13. 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 of the Agreement.

Notice to Customer:
[TitleGenie_Partner_Name]
[division_mail_address_street] [suite]
[division_city], [division_st] [division_zip]
Attn: General Counsel

With electronic copy to: [legal@TitleGenie_Partner_Name_email]

Notice to Vendor:
1parkplace, Inc.
2130 Goodrich Avenue
Austin, TX 78704

This Agreement is governed by the laws of the State of Texas with venue in the county of Travis.