

Chicago Title Advantex Online
Real Estate Document Preparation Program
Chicago Title Insurance Company Software License Agreement

1. In consideration of the promises contained in this Agreement, Chicago Title Insurance Company, ("Supplier") hereby grants the registered user ("User") the non-exclusive right to use the Chicago Title Advantex Online (the "Product") (including any paid or no-charge updates thereto) during the term of this Agreement. Supplier may make available updates as it determines necessary or appropriate at such upgrade fees Supplier deems appropriate.

2. The Product is designed to assist User to draft real estate documents and prepare for closing services. User's individual name will be recorded in the Product files. While reasonable efforts have been taken to develop the Product and its form templates, User acknowledges that use of the Product does not relieve User of his or her professional responsibility for quality assurance with respect to any work prepared utilizing the Product.

3. User acknowledges that the Product is owned by Supplier or its suppliers and that it is protected by United States copyright laws and international treaty provisions. User may not rent, lease or otherwise transfer the Product to, or use the Product for the benefit of, any other person except the following: User may permit a secretary, administrative assistant or paralegal to use a copy of the Product for the purpose of preparing real estate documents under the supervision of User and for the benefit of User's clients, provided that User remains responsible for the use of the Product by such persons in accordance with this Agreement and applicable law. User may not reverse engineer, decompile, disassemble, copy or create a derivative work of the Product contrary to this Agreement or applicable law.

4. User is authorized, subject to the usage limitations in paragraph 3, to load copies of the current version of the Product on any personal computer or network of personal computers in User's business offices which meet the hardware/software requirements set forth in the documentation for the Product. User shall keep a list of each such computer and make its records related to the copying and use of the Product available to representatives of Supplier for audit. Written documentation may be copied in support of authorized use of the Product but not distributed to others.

5. User will advise Supplier of any problems encountered with use of the Product, along with such information as may be necessary for Supplier to duplicate said problems. Supplier will attempt to answer technical support questions concerning the Product on a reasonable basis in accordance with its support policy in effect at the time the request for support is made. No assurance is given that the use of the Product will be uninterrupted or error free or that Supplier will be able to resolve all support issues.

6. The Product is licensed "AS IS." Supplier disclaims all warranties, express or implied, including any warranty of merchantability or fitness for a particular use.

7. In no event will Supplier or its suppliers be liable to User for any damages whatsoever (including any loss of profits, savings, or information or incidental or consequential damages) arising out of the use, or inability to use, the Product even if User has advised Supplier or its representative of the possibility of such damages.

8. User will indemnify and hold Supplier harmless from any costs, expenses or liabilities, including attorneys' fees, resulting from any claim based on User's use of the Product. Such indemnification will not be applicable with respect to claims of gross negligence, willful misconduct or copyright infringement by Supplier. Such indemnity will survive the termination or expiration of this Agreement.

9. User may terminate this Agreement upon written notice. In the event of any breach of this Agreement by User not cured within 30 days written notice thereof, Supplier may terminate this Agreement upon written notice. In either event, upon termination, User shall discontinue use of the Product, purge all copies from its computer systems, and return or destroy all copies of the diskettes and written documentation related to the product. User **may** retain real estate documents produced by the Product. Upon request, User shall certify in writing that the foregoing has been done.

10. This Agreement: (a) represents the entire agreement of the parties with respect to the use of the Product by User; (b) may only be amended in a writing signed by duly authorized representatives of the parties; and (c) is governed by Illinois law.

11. If any provision of this Agreement shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of any remaining provisions.