

Property Records Preservation, LLC

TERMS OF SERVICE & USER AGREEMENT(for Prepaid Requests)

This document sets forth the terms on which Property Records Preservation, LLC ("PRP") makes the PRP API (as defined below) available for use by approved licensees on websites and other properties approved by PRP (each, individually, a "Site", collectively, "Sites"). By using the PRP API, you and the organization identified in your application for the PRP API ("you") agree to be bound by the following terms of use ("API Terms of Use").

1. PRP API.

The PRP API is PRP's service that aggregates and organizes public records data and allows preapproved licensees to retrieve certain data relating to real estate ("PRP Data"). The PRP API consists of an application program interface for retrieving various types of PRP Data, grouped generally by the type of data being retrieved, and includes, without limitation, calls to retrieve data including attributes about particular properties (the "API"). PRP may release subsequent versions of the PRP API and require you to obtain and use the most recent version. New versions may not be compatible with your previous implementation

2. LICENSE TO PRP API & DATA.

If you are approved by PRP for use of the PRP API, and subject to these Terms of Use, you may access the components of the PRP API for which you have received approval, implement such PRP API components on your Site(s). This license is subject to the following restrictions:

- All calls to the PRP API must reference the USER Keys issued to you as an approved licensee.
- If you are using a general developer USER Keys pursuant to PRP's API, when notified by PRP you must request, obtain and utilize a unique USER ID.
- You agree that you will provide the PRP Data to users on "as is" terms, with disclaimers substantially equivalent to those set forth in Sections 7 and 8.
- You agree to keep the USER Keys confidential, and not to share it with any unauthorized third party. This license is personal to you, and any affiliates must be authorized to use your USER ID.
- You may present the PRP Data only on a transactional basis. You will not permit your users to access the PRP Data in bulk.
- You may retain copies of the PRP Data that you have retrieved by use of Credits obtained by prepaid purchase. You may not retain any other copies of the PRP Data not retrieved by use of said Credits.
- You may not present the PRP Data (or permit the PRP Data to be presented) so that it appears to be available from a third party website.
- You may not use the PRP Data for direct marketing (i.e., mailing) or telemarketing lists.

You may not separately extract and provide or otherwise use data elements from the PRP Data to enhance the data files of third parties.

- You further agree not to otherwise reproduce, modify, distribute, decompile, disassemble or reverse engineer any portion of the PRP API or any data provided by PRP.
- If you become aware that any user of your implementation is in material breach of these API Terms of Use, any provisions you are required to offer under these API Terms of Use, or the terms of PRP Terms of Use linked pursuant to Section 3 and the PRP API Network Branding and Display Requirements (the "Applicable Terms"), then you agree to notify PRP promptly of such breach by e-mail at <https://www.parcelinfo.io/pages/contact.php>, and to take prompt commercially reasonable corrective action at your expense to remedy such breach. In addition, upon request of PRP, you will either (a) use commercially reasonable efforts to obtain such equitable relief to prevent harm to PRP or its licensors, or (b) assign any of your applicable rights to permit PRP or the applicable licensor to seek such equitable relief. Your obligations to report and enforce the Applicable Terms will survive termination of these API Terms of Use or your use of the PRP API.

3. LICENSE TO PRP BRAND & LINKS. You may, and PRP grants you a license, to implement the PRP name, the name iPropLogic and parcelinfo.io, logo(s), and links to the PRP website (the "PRP Brand & Links") on any Site incorporating the PRP API and/or PRP Data. If implemented, an approved PRP logo must be displayed directly adjacent to any data from the PRP API ("PRP Data") such that it is clear the PRP Data originates from PRP. The logo must link directly to <https://www.parcelinfo.io/index.php> unless otherwise specified herein or requested by PRP. Logos cannot be resized or edited.

4. ACCEPTABLE USE.

You agree not to use the PRP API, PRP Data, or PRP Brand & Links in any way that is unlawful, or harms PRP, its service providers, its suppliers, your end users, or any other person. Further, pursuant to Section 10 below, PRP may terminate your use of the PRP API, PRP Data and PRP Brand & Links if and when PRP determines that your use is inappropriate.

5. LIMITED RELATIONSHIP.

You and PRP are independent contractors, and nothing in these API Terms of Use shall be construed as creating an employer-employee relationship, a partnership, or a joint venture. While you may publicly refer to the fact that you have implemented the PRP API, you agree not to make any other public statements that assert or imply any other relationship with PRP, unless you have PRP's prior written approval.

6. INDEMNITY.

Unless caused by PRP's willful misconduct or gross negligence, you agree to hold harmless and indemnify PRP, and its subsidiaries, affiliates, officers, agents, employees, and suppliers, from and against any third party claim arising from or in any way related to your or your users' use of the PRP API or PRP Data, use of PRP Brand & Links other than as set forth in the PRP API Network Branding and Display Requirements, violation of these API Terms of Use or other actions connected with use of PRP services, including any liability or expense arising from all claims, losses, damages (actual and consequential), suits, judgments, litigation costs and attorneys' fees, of every kind and nature. In such a case, PRP will provide you with written notice of such claim, suit or action.

7. NO WARRANTY.

PRP PROVIDES THE PRP API, PRP DATA, AND PRP BRAND & LINKS "AS IS," "WITH ALL FAULTS" AND "AS AVAILABLE," AND THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY, AND EFFORT IS WITH YOU. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, PRP AND ITS SUPPLIERS MAKE NO REPRESENTATIONS, WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED. PRP AND ITS SUPPLIERS EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES OR CONDITIONS, EXPRESS, STATUTORY AND IMPLIED, INCLUDING WITHOUT LIMITATION (A) WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, WORKMANLIKE EFFORT, ACCURACY, TITLE, QUIET ENJOYMENT, NO ENCUMBRANCES, NO LIENS AND NON-INFRINGEMENT, (B) WARRANTIES OR CONDITIONS ARISING THROUGH COURSE OF DEALING OR USAGE OF TRADE, AND (C) WARRANTIES OR CONDITIONS OF UNINTERRUPTED OR ERROR-FREE ACCESS OR USE.

8. LIABILITY LIMITATION; EXCLUSIVE REMEDY.

IN NO EVENT WILL PRP OR ANY SUPPLIER BE LIABLE FOR ANY DAMAGES, INCLUDING WITHOUT LIMITATION ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES ARISING OUT OF, BASED ON, OR RESULTING FROM THESE API TERMS OF USE OR YOUR USE OF PRP API, PRP DATA, OR PRP BRAND & LINKS, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE EXCLUSION OF DAMAGES UNDER THIS PARAGRAPH IS INDEPENDENT OF YOUR EXCLUSIVE REMEDY AND SURVIVES IN THE EVENT SUCH REMEDY FAILS OF ITS ESSENTIAL PURPOSE OR IS OTHERWISE DEEMED UNENFORCEABLE. THESE LIMITATIONS AND

EXCLUSIONS APPLY WITHOUT REGARD TO WHETHER THE DAMAGES ARISE FROM (A) BREACH OF CONTRACT, (B) BREACH OF WARRANTY, (C) NEGLIGENCE, OR (D) ANY OTHER CAUSE OF ACTION, TO THE EXTENT SUCH EXCLUSION AND LIMITATIONS ARE NOT PROHIBITED BY APPLICABLE LAW. IF YOU DO NOT AGREE WITH ANY PART OF THESE API TERMS OF USE, OR YOU HAVE ANY DISPUTE OR CLAIM AGAINST PRP OR ITS SUPPLIERS WITH RESPECT TO THESE TERMS OF USE OR THE SERVICES, THEN YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE PRP API, PRP DATA, AND PRP BRAND & LINKS.

9. INTELLECTUAL PROPERTY.

The PRP API, PRP Data, and PRP Brand & Links are the property of PRP, and subject to the intellectual property rights of PRP. Except for the licenses granted in Section 2, nothing in these Terms of Use and User Agreement shall grant to User any rights, interest or ownership in the PRP API, PRP Data, and PRP Brand & Links.

10. CHANGES.

PRP reserves the right to change the API Terms of Use, and you are responsible for regularly reviewing these API Terms of Use. Your continued use of the PRP API and/or PRP Data after the effective date of such changes will constitute acceptance of and agreement to any such changes. PRP may suspend or discontinue the Services at any time to you and/or to others, without notice. Provided, however, this provision shall not apply to the continued use of PRP Data retrieved prior to any changes to the API Terms of Use.

11. TERMINATION.

PRP may change, suspend or discontinue the PRP API and suspend or terminate your use of the PRP API and/or PRP Brand & Links at any time for any reason, without notice. You may also terminate by ceasing to use the PRP API and PRP Brand & Links, removing implementation of the PRP API from your Site(s), and deleting all copies of the PRP Brand & Links. Provided, however, if PRP terminates your use of the PRP API you will receive a refund of any unused Credits within 30 days.

12. CHOICE OF LAW; DISPUTES.

These API Terms of Use are governed by the laws of the State of Oklahoma, without giving effect to its conflict of laws provisions. You agree to submit to exclusive jurisdiction and venue in the state and federal courts sitting in Hughes County, Oklahoma, for any and all disputes, claims and actions arising from or in connection with the Services and/or these API Terms of Use. In any dispute arising under this Agreement, the prevailing party will be entitled to attorneys' fees and expenses.

13. GENERAL.

You represent that you have the authority to bind the organization (if any) identified in your application for the PRP API. You agree not to export from anywhere any part of the PRP API, PRP Data, or PRP Brand & Links provided to you or any direct product thereof except in compliance with, and with all licenses and approvals required under, applicable export laws, rules and regulations. If provided to the U.S. government, the PRP API, PRP Data, or PRP Brand & Links are provided with the commercial license rights described herein. If any part of these API Terms of Use is determined to be invalid or unenforceable, then the invalid or unenforceable provision will be replaced with a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of these API Terms of Use will continue in effect. The section titles in these API Terms of Use are solely used for the convenience of the parties and have no legal or contractual significance. PRP may assign these API Terms of Use, in whole or in part, at any time with or without notice to you. You may not transfer, assign, or delegate the API Terms of Use and your USER Keys to any third party. PRP's failure to act with respect to a breach by you or others does not waive its right to act with respect to subsequent or similar breaches. Except as expressly stated herein, these API Terms of Use constitute the entire agreement between you and PRP with respect to the Services and supersede all prior or contemporaneous communications of any kind between you and PRP with respect to the PRP API, PRP Data, or PRP Brand & Links.

14. PROPERTY DETAILS API TERMS.

You agree to the following terms, only with respect to the Property Details API:

- You may use the PRP Data to provide a service for other users upon that user acknowledging and agreeing to fully comply with the terms of this Terms of Service and User Agreement, including our payment policy as stated in paragraph 15 herein .
- You must use commercially reasonable efforts to prevent the PRP Data from being downloaded in bulk or otherwise scraped. Such efforts include "spider traps," "C.A.P.T.C.H.A.," velocity checks, source IP analysis, or other methods that are as effective.
- You may present data on no more than 20 individual properties at a time to any given user (e.g., per Web page).

15. PAYMENT.

PRP will publish its fees for “Credits”, each of which shall represent a prepaid request, at <https://www.parcelinfo.io/pages/pricing.php> "(Prepaid Request Fees") as updated from time to time. Fees for Credits are non-refundable subject to Section 11. User is responsible for paying all state, provincial and federal taxes or other charges applicable to User's use of the Services.

“PRP”

By: _____

Title: _____
Property Records Preservation, LLC

“USER”

By: _____

Title: _____

Company Name: _____

Address: _____

Telephone: _____

Email: _____

Client Key: _____