

## COMPLIANCESUCCESS MARK AGREEMENT

This COMPLIANCESUCCESS Mark Agreement (this “**Agreement**”) is made effective as of June 25, 2015 (the “**Effective Date**”) by and between Habib, Arogeti & Wynne, LLP, a Georgia limited liability partnership whose address is Five Concourse Parkway, Suite 1000, Atlanta, GA 30328 (“**HA&W**”), and the entity/(ies) whose name(s) appear(s) under the signature space for “Licensee” below (each, both jointly and severally, “**Licensee**”).

### *Background*

A. HA&W has established the HA&W COMPLIANCESUCCESS Program to indicate those companies whose title insurance and settlement practices have been reviewed or examined by HA&W pursuant to such Program.

B. HA&W owns the **COMPLIANCESUCCESS** Mark.

C. Licensee wishes to use certain of the **COMPLIANCESUCCESS** Mark in conjunction with its TI&S Services.

D. HA&W is willing to permit Licensee to use the **COMPLIANCESUCCESS** Mark in conjunction with its TI&S Services, subject to the terms and conditions of this Agreement.

In consideration of the conditions and covenants set forth hereinafter, receipt and sufficiency of which is hereby acknowledged, the parties agree to these terms, intending to be legally bound.

1. **Definitions.** In addition to other capitalized terms defined elsewhere in this Agreement, the following capitalized terms shall have the respective meanings ascribed to them below for purposes of this Agreement.

1.1. “**COMPLIANCESUCCESS Mark**” means the mark licensed hereunder, as determined, added, modified and/or deleted by HA&W from time to time. The **COMPLIANCESUCCESS** Mark existing on the Effective Date is set forth on EXHIBIT A. Upon written notification to Licensee of addition, modification and/or deletion of the **COMPLIANCESUCCESS** Mark by HA&W, EXHIBIT A will be deemed automatically amended to reflect such addition, modification and/or deletion.

1.2. “**Criteria**” mean the criteria determined by The American Land Title Association from time to time as the criteria for issuing either an examination or review report (whichever Licensee obtained). The Criteria can be found at <https://www.alta.org/bestpractices/>. As of the Effective Date, “Criteria” mean Licensee’s title insurance and settlement practices comply, in all material respects, with the American Land Title Association’s Title Insurance and Settlement Company Best Practices.

1.3. “**Intellectual Property**” means any and all rights of HA&W in copyrights, patents, the **COMPLIANCESUCCESS** Mark, other HA&W trademarks and service marks (whether registered or not), rights of publicity, authors’ rights, contract and licensing rights, goodwill therein and all other property rights as may exist now or hereafter come into existence, and all renewals and extensions thereof, regardless of whether such rights arise under the laws of the United States or any other state, country or jurisdiction.

1.4. “**Program**” means the HA&W COMPLIANCESUCCESS Program and documentation, as modified by HA&W from time to time in its sole discretion. The current Program is described at <http://www.compliancesuccess.com>.

1.5. “**Registry**” means a registry maintained by HA&W listing information about Program participants, including, without limitation, names, services, contact information, other information and report issuance dates.

1.6. “**Term**” means the period beginning on the Effective Date and ending upon the first to occur of: (i) the second anniversary of the Effective Date; or (ii) the date the License is otherwise terminated.

1.7. “**TI&S Services**” mean Licensee’s title insurance and settlement services: (i) of the types that HA&W reviewed or examined (whichever was applicable to Licensee) during the assessment period; and (ii) that conform to the then-current Criteria at the time such services are provided.

## 2. **License.**

2.1. Grant. Subject to Licensee’s compliance with all terms and conditions of this Agreement, HA&W grants Licensee a non-exclusive, non-assignable, non-transferable license (without right to sublicense) to use the **COMPLIANCESUCCESS** Mark only: (i) in connection with its TI&S Services; (ii) for the Term; and (iii) in the manner set forth in this Agreement (the “**License**”). Licensee shall not permit any third party to use or copy HA&W’s Intellectual Property. Licensee shall not use the **COMPLIANCESUCCESS** Mark other than in accordance with the terms and conditions of this Agreement.

2.2. No Contest. Licensee acknowledges that the **COMPLIANCESUCCESS** Mark (as well as all other HA&W marks, whether registered or unregistered) are the exclusive and sole property of HA&W. Licensee agrees that: (i) it will not contest the ownership or validity of the **COMPLIANCESUCCESS** Mark or any other HA&W marks; (ii) any and all rights and goodwill that might inure to Licensee’s use of the **COMPLIANCESUCCESS** Mark shall inure to the sole benefit of HA&W; and (iii) it will not use or register, in any state or country, the **COMPLIANCESUCCESS** Mark or any other HA&W marks, trade names, or other designations resembling or confusingly similar to the **COMPLIANCESUCCESS** Mark. Nothing contained in this Agreement shall entitle Licensee to use or register the **COMPLIANCESUCCESS** Mark as part of any corporate, business, or trade name of Licensee, or to use the **COMPLIANCESUCCESS** Mark outside of the United States.

2.3. Conduct. Licensee acknowledges that its provision of TI&S Services in conjunction with the **COMPLIANCESUCCESS** Mark reflects on the goodwill and reputation of HA&W. Therefore, Licensee agrees to act: (i) in a professional manner and to use commercially reasonable industry practices; and (ii) in accordance with the terms and conditions of this Agreement, applicable law and regulations.

2.4. Assistance. Upon the request of HA&W (or its authorized representative) Licensee shall: (i) provide HA&W with any information as to Licensee’s use of the **COMPLIANCESUCCESS** Mark; and (ii) render HA&W any (non-monetary) assistance to maintain, enforce and defend HA&W’s applications, registrations, and/or common law rights in the **COMPLIANCESUCCESS** Mark. In addition, Licensee will immediately notify HA&W, in writing, if Licensee becomes aware

of any unauthorized use, or proposed unauthorized use, by any individual or entity of any Intellectual Property, including the **COMPLIANCESUCCESS** Mark.

2.5. **COMPLIANCESUCCESS** Mark Usage Guidelines. Licensee agrees, at all times, to abide by EXHIBIT B, which may be revised by HA&W from time to time. Upon written notification to Licensee of additions, modifications and/or deletions to EXHIBIT B, it will be deemed automatically amended to reflect such additions, modifications and/or deletions.

3. **Registry.** HA&W may, and Licensee hereby grants full rights to HA&W to, list in its Registry and publicize such information about Licensee and the TI&S Services as determined by HA&W from time to time, including without limitation, Licensee's name, a description of its business and services, and the report date and assessment period.

4. **Misuse.** Licensee understands and agrees that monetary damages would not be a sufficient remedy for Licensee's failure to comply with this Agreement and that HA&W would be entitled to injunctive relief in addition to all other remedies available at law or in equity relating to such failure or use of the **COMPLIANCESUCCESS** Mark by Licensee. Licensee shall pay HA&W's legal fees and costs incurred in HA&W's successful enforcement of this Agreement.

5. **Compliance.** Licensee shall cause all TI&S Services to comply with all of the Criteria. Licensee will immediately undertake corrective actions, at Licensee's expense and with HA&W's approval, to ensure that all services associated with the **COMPLIANCESUCCESS** Mark will be brought into compliance with all Criteria. Licensee is solely responsible for its own products and services and for ensuring such full compliance. Licensee shall inform HA&W of anything that causes or may cause the TI&S Services to not conform to the Criteria. In the event that any of Licensee's services cease to qualify as TI&S Services, the License will automatically terminate and Licensee shall, at its sole cost and expense, immediately cease all use of the **COMPLIANCESUCCESS** Mark and cause it to be removed from all emails, websites, advertising and any other materials.

## 6. Representations.

6.1. **Representations and Warranties of Licensee.** Licensee represents, warrants and covenants each of the following, as of the Effective Date and throughout the Term.

6.1.1 *Organization and Good Standing.* Licensee is a corporation or limited liability company (as indicated above its signature hereto) duly organized, validly existing and in good standing under the laws of its state of incorporation or organization, as applicable. Licensee is duly qualified or licensed and in good standing as a foreign entity and authorized to do business, in each jurisdiction in which the ownership or leasing of its properties, the provision of its services, or the character of its operations make such qualification, licensing or authorization necessary, except where the failure to obtain such qualification, license, authorization or good standing would not individually or in the aggregate reasonably be expected to have a material adverse effect upon the assets, liabilities, financial condition, earnings or operations of Licensee or any transaction contemplated by this Agreement (any such material adverse effect, whether individually or in the aggregate, shall be a "**Material Adverse Effect**"). Licensee has all requisite corporate power and authority to own its assets and to carry on its business as presently proposed to be conducted except where a lack of such

corporate power or authority could not reasonably be expected to have a Material Adverse Effect.

6.12 *Authorizations.* Licensee has all requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement. The execution and delivery by Licensee of this Agreement and the consummation of the transactions contemplated hereby have been duly and validly authorized by Licensee.

6.13 *Conflicting Agreements and Other Matters.* Licensee is not a party to any agreement or subject to any company restriction, the compliance with which could reasonably be expected to have a Material Adverse Effect. Neither the execution and delivery of this Agreement, nor fulfillment of, nor compliance with the terms and provisions hereof will violate any provision of any law having applicability to Licensee or any of its properties, except such violations as could not reasonably be expected to have a Material Adverse Effect. In addition, Licensee is not aware of any facts or circumstances that, individually or in the aggregate, could reasonably be expected to have a Material Adverse Effect.

6.14 *Due Execution.* This Agreement constitutes, and when executed and delivered by a representative of Licensee will constitute the legal, valid and binding obligation of Licensee, enforceable in accordance with its terms, subject to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar laws of general applicability relating to or affecting creditors' rights generally and to general principles of equity.

6.15 *Information Provided.* Neither this Agreement nor any other written document delivered to HA&W by or on behalf of Licensee contains any untrue statements of a material fact or omits any material fact necessary to make the statements herein or therein, as the case may be, in light of the circumstances under which it was made, not misleading, and Licensee will deliver to HA&W all material and relevant information regarding Licensee and its products and services.

**7. Limitation of Liability.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE LICENSE AND THE **COMPLIANCESUCCESS** MARK ARE WITHOUT ANY WARRANTIES WHATSOEVER, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. LICENSEE ACCEPTS ALL RISKS OF, AND SHALL BE RESPONSIBLE FOR, ANY USE OF THE **COMPLIANCESUCCESS** MARK BY LICENSEE OR IN LICENSEE'S OPERATIONS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL HA&W OR ITS AFFILIATES BE LIABLE FOR DAMAGES OF ANY KIND (INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, COVER, SPECIAL, GENERAL, EXEMPLARY OR PUNITIVE) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, THE **COMPLIANCESUCCESS** MARK OR LICENSEE'S USE THEREOF, EVEN IF HA&W HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**8. Indemnity.** Licensee agrees to indemnify, defend and hold HA&W and its affiliates harmless from and against, any injury, loss, liability, damages, costs (including experts' fees, attorneys' fees and court or arbitration costs) and/or expenses arising out of: (i) any use by Licensee of the **COMPLIANCESUCCESS** Mark; (ii) Licensee's conduct of its business or its offering or provision of any products or services; and (iii) Licensee's violation of the License, this Agreement, or applicable law.

## **9. Termination.**

9.1. Termination of License. In addition to any other provision regarding termination hereunder, HA&W reserves the right to terminate the License immediately, upon written notice, if Licensee fails to comply with any of the terms and conditions of this Agreement or any of the Criteria. The License may be terminated without cause by either party upon thirty (30) days' written notice to the other party.

9.2. Procedure. Upon the termination or expiration of the License or the Term: (i) all rights or licenses granted to Licensee hereunder, including the License, shall terminate immediately, without notice or right to cure; (ii) HA&W may remove all information about Licensee from the Registry; and (iii) Licensee shall immediately cease any and all use of the **COMPLIANCE SUCCESS** Mark and cause it to be removed from all emails, websites, advertisements and other materials, whether printed, electronic or otherwise. Following termination or expiration, upon HA&W's request, Licensee shall permit HA&W to conduct inspections, at HA&W's expense, for as long as necessary in HA&W's judgment to verify that Licensee has complied with this Agreement. No full or partial refunds of fees paid will be provided by HA&W to Licensee in the case of any termination or expiration of the License.

9.3. Bankruptcy or Reorganization of Licensee. The License shall be automatically terminated if Licensee files a receiving order for the benefit of creditors, files a petition in bankruptcy, files for reorganization under bankruptcy or similar laws, or is adjudged a bankrupt. Licensee agrees to notify HA&W promptly upon the occurrence of any of these events.

9.4. Procedure on Termination. Termination or expiration of the License or Term shall not terminate the obligations of Licensee under Sections 2.2, 2.4, 4, 7, 8, 9.2, and 9.4, which obligations shall survive, as necessary to give them their full effect.

## **10. Miscellaneous.**

10.1. Third Parties. HA&W does not assume or undertake to discharge any responsibility of Licensee to any party or for compliance with applicable laws. Nothing in this Agreement shall be considered to create a partnership, joint venture or similar relationship between the parties. In the performance of all work, Licensee is an independent contractor, with the sole right to supervise, manage, control and direct the performance of Licensee and any products or services supplied by Licensee.

10.2. Communications. Any notice, communication or demand given or made in reference to this Agreement shall be in writing and delivered by hand, certified mail, return receipt requested, express mail service, or by confirmed receipt by email to the other party at its address specified herein. Communication shall be deemed to have been received: on the fifth business day following mailing of such communication; on the second business day following express mailing of such communication; and when received, in the case of hand or email delivery.

10.3. Non-Assignability. This Agreement, including the License, may not be assigned by Licensee and any attempted assignment shall be null and void.

10.4. Applicable Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Georgia, regardless of the place of execution and without regard to conflict

of law provisions. Courts located in the State of Georgia shall have exclusive jurisdiction to hear any matter or dispute arising from this Agreement.

10.5. Third Party Beneficiary. HA&W and its affiliates are specifically made third party beneficiaries of the indemnities and limitations of liability applicable to them hereunder. There are no other third party beneficiaries of this Agreement or any provision thereof.

10.6. Waiver. Neither party's failure to enforce strict performance of any provision of this Agreement will constitute a waiver of a right to subsequently enforce such a provision. No modification, extension or waiver of this Agreement shall be valid unless made in writing and signed by an authorized representative of the party to be charged. No written waiver shall constitute, or be construed as, a waiver of any other obligation or condition of this Agreement.

10.7. Severability. If any provision of this Agreement (or any portion thereof) shall be held to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remainder hereof, shall not in any way be affected or impaired thereby.

10.8. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

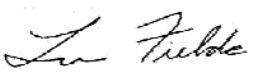
10.9. Headings. The headings in this Agreement are intended for convenience of reference and shall not affect its interpretation.

10.10. Entire Agreement. No party has been induced to enter into this Agreement by any representation or warranty not set forth in this Agreement. This Agreement, including all exhibits, contains the entire agreement of the parties with respect to its subject matter and supersedes all existing agreements (except for HA&W's engagement letter to Licensee) and all other oral, written or other communications between them concerning its subject matter. Licensee is solely responsible for its debts and obligations. Except as otherwise provided in this Agreement, this Agreement may not be amended except by a writing signed by an officer of each party.

[Signature page follows.]

**COMPLIANCE SUCCESS MARK AGREEMENT**  
**[SIGNATURE PAGE]**

The parties have entered into this Agreement as of the Effective Date.

<p>HA&amp;W:</p> <p>Habif, Arogeti &amp; Wynne, LLP, a Georgia limited liability partnership</p> <p style="text-align: center;"></p> <p>By: _____ Lee Fields, Managing Director Business Consulting Services</p>	<p>Licensee:</p> <p><u>Crown Title Corporation</u></p> <p>[check only one of the following]</p> <p>a __ corporation a __ limited liability company</p> <p>organized under the laws of the State of _____.</p> <p>By: _____ Name: Title: Address:</p> <p>Email address of Licensee's responsible person: _____</p>
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**COMPLIANCE SUCCESS MARK AGREEMENT  
EXHIBIT A—THE COMPLIANCE SUCCESS MARK  
[REVIEWED]**



\*For more information, go to this link: <http://www.compliancesuccess.com/generic-cs-review/>



**COMPLIANCESUCCESS MARK AGREEMENT**  
**EXHIBIT B—COMPLIANCESUCCESS MARK USAGE GUIDELINES**  
**[REVIEWED]**

Last Updated January 7, 2016

**1. General.** These **COMPLIANCESUCCESS** Mark Usage Guidelines: (i) describe the rules for permitted usage, visual presentation, and the manner in which the **COMPLIANCESUCCESS** Mark may be used by Licensee, but do not grant permission to use the **COMPLIANCESUCCESS** Mark (such permission is reserved to the Agreement); (ii) form an integral part of the Agreement and must be read in conjunction with it; and (iii) must be complied with by Licensee.

**2. Usage.** The **COMPLIANCESUCCESS** Mark may only be used as set forth in and restricted by this Section 2. Licensee shall not make any representations that the **COMPLIANCESUCCESS** Mark implies or signifies HA&W's or any other third party's promotion or sponsorship of any of Licensee's services.

2.1. Certificate. The **COMPLIANCESUCCESS** Mark may be used in the form it appears on the certificate provided by HA&W to Licensee following HA&W's issuance of its examination or review report (whichever is applicable to Licensee) (the "**Certificate**"). Licensee may not modify the **COMPLIANCESUCCESS** Mark or the Certificate. Licensee may make copies of the Certificate solely for purposes of providing it to third parties assessing the TI&S Services, and for no other purpose.

2.2. Email, Electronic Advertising & Website. The **COMPLIANCESUCCESS** Mark, in the electronic form provided to Licensee by HA&W from time to time, including any associated disclaimers (collectively, the "**Electronic COMPLIANCESUCCESS Mark**"), may be used on Licensee's:

2.2.1 emails;

2.2.2 electronic advertising; and

2.2.3 website,

in each case to the extent that each refers to the TI&S Services. The Electronic **COMPLIANCESUCCESS** Mark may not be modified or altered by Licensee. If an email, advertising or website refers both to TI&S Services and other services or goods, the Electronic **COMPLIANCESUCCESS** Mark must not be used in such a way as to suggest that the other services or goods are TI&S Services.

2.3. Publishing on the Internet. The Electronic **COMPLIANCESUCCESS** Mark must be either: (i) protected from being downloaded through the use of scripting or coding; or (ii) protected from being downloaded by dividing the **COMPLIANCESUCCESS** Mark into sections that can only be individually downloaded and cannot be pieced together in a practicable manner. When using the manner described in clause **Error! Reference source not found.** above, the **COMPLIANCESUCCESS** Mark must be divided into a minimum of four sections of either varying width or height. However, when published on the Internet by Licensee, these

sections must fit together to form a seamless image to the viewer.

2.4. Not on Documents. The **COMPLIANCESUCCESS** Mark (including the Electronic **COMPLIANCESUCCESS** Mark) may not be used on any document provided as part of Licensee's title insurance, settlement practices, or closing services.

### 3. Visual Presentation.

3.1. Separation. The **COMPLIANCESUCCESS** Mark must: (i) always be used with a generous amount of blank space surrounding it; (ii) never be superimposed on or used in association with other graphics; and (iii) never be used as part of another symbol or name.

3.2. "CM" Notation and Footnotes. Occurrences of the **COMPLIANCESUCCESS** Mark must include the "CM" symbol and the first occurrence of the **COMPLIANCESUCCESS** Mark must include the following footnote on the same page.

\*For more information, go to this link: <http://www.compliancesuccess.com/generic-cs-review/>.

Note: The asterisk (\*) and the text that follows it are inseparable parts of the **COMPLIANCESUCCESS** Mark and must be reproduced with all uses of the **COMPLIANCESUCCESS** Mark.

3.3. Color. The Electronic **COMPLIANCESUCCESS** Mark must retain the color, hyperlinks and shading in the form provided by HA&W.

3.4. Hyperlink. Any hyperlink HA&W includes in the Electronic **COMPLIANCESUCCESS** Mark must retain all functionality so that it can be clicked on and redirect the user to the web link specified by HA&W therefor.

3.5. Pixilation. The Electronic **COMPLIANCESUCCESS** Mark may not be changed in size to the extent that such change would result in degradation of its visual appearance including, without limitation, pixilation.

4. **Manner.** The **COMPLIANCESUCCESS** Mark may only be used in relation to the TI&S Services and not in relation to any other goods or services of Licensee or any other person. The **COMPLIANCESUCCESS** Mark must not be juxtaposed to or with other symbols or text in such a way as to show or imply a connection with them. For purposes of protecting the **COMPLIANCESUCCESS** Mark and its rights therein, Licensee shall provide copies of and grant access to HA&W so that it can monitor all uses of the **COMPLIANCESUCCESS** Mark (including the Electronic **COMPLIANCESUCCESS** Mark) upon HA&W's request.