



Subscriber Contract

Sales Comparable Engine

O'Connor & Associates (*O'Connor*) and the named subscriber submitting this contract (*Subscriber*) do hereby enter this agreement for use of the O'Connor & Associates Sales Comparable Engine (*O'Connor Website*). The user information submitted during the registration process and the agreement to Terms & Conditions of Use are incorporated herein. The *O'Connor Website* (mail URL <http://www.oconnorcomps.com>) is comprised of various Websites and web pages owned, operated, or licensed by *O'Connor* or its affiliates, suppliers, and/or vendors. The *O'Connor Website* offers an electronic means to generate analytical reports of property sales in and around Texas metropolitan areas. The parties mutually agree to the following terms:

1) Term of Agreement

The term of this agreement begins on the date the *Subscriber* electronically submits this agreement and continues monthly until terminated in accordance with terms set forth in Section 9 of this agreement.

2) Subscriber Considerations

Subscriber agrees to provide, in advance, the membership consideration due each month. Subscriber agrees to pay \$295 per 30 days of membership OR per one thousand (1,000) comparable downloads, whichever comes first.

3) Registration Obligations

Subscriber

- a) Will provide true, current, and complete information about *Subscriber*, including any affiliation or connection with any Texas appraisal district.
- b) Warrants that all data provided by *Subscriber* is accurate and that he/she is not an employee or affiliated with any Texas appraisal district; and
- c) Agrees not to distribute any information received or confirmed through the *O'Connor Website* to any Texas appraisal district.

4) Services Offered

Subscriber will have unlimited access to www.oconnorcomps.com through *Subscriber's* personal Internet medium and in accordance with the terms and conditions outlined in this agreement.

5) Member Account, User ID and Security

Subscriber will receive a User Name and password upon completion of the registration process. *Subscriber* is responsible for maintaining the confidentiality of the account and contract (including the User Name and password) and is fully responsible for all activities that occur under *Subscriber's* account.

Subscriber will (a) immediately notify *O'Connor* of any unauthorized use of *Subscriber's* account or any other breach of security, and (b) ensure that the user has logged out of their account at the end of each session. *O'Connor* cannot and will not be liable for any loss or damage arising from *Subscriber's* failure to comply with this expectation.

6) Customer Support

O'Connor will use commercially reasonable efforts to respond to *Subscriber* questions or technical difficulties during regular business hours. *O'Connor* is entitled to shut down the *O'Connor* Website for regular maintenance during non-peak usage hours.

7) Data Warranty

The *O'Connor* Website contains data points received from numerous sources. *O'Connor* has confirmed the data on a small percentage of these data points. For the majority of the data points, we rely on the accuracy of the data we receive. For this reason, the majority of the data points contained in the database are not confirmed by *O'Connor*. We are not responsible for errors or omissions in the data and recommend that the data points be utilized as a starting point, with individual *Subscriber* users confirming any data point on which they need to rely.

O'Connor is not liable for any decision made or action taken in reliance on the information contained on this Website or for any consequential, special or similar damages, even if advised of the possibility of such damages.

O'CONNOR AND/OR ITS RESPECTIVE AFFILIATES, VENDORS AND SUPPLIERS MAKE NO REPRESENTATIONS ABOUT THE SUITABILITY, AVAILABILITY, TIMELINESS, AND SOFTWARE PRODUCTS, SERVICES AND RELATED GRAPHICS CONTAINED ON THE *O'CONNOR* WEBSITE FOR ANY PURPOSE. ALL SUCH INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. *O'CONNOR* AND/OR ITS RESPECTIVE AFFILIATES, VENDORS AND SUPPLIERS HERBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO THIS INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS, INCLUDING ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NONINFRINGEMENT.

IN NO EVENT SHALL *O'CONNOR* AND/OR ITS AFFILIATES, VENDORS AND SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA OR PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE *O'CONNOR* WEBSITE, WITH THE DELAY OR INABILITY TO USE THE *O'CONNOR* WEBSITE OR RELATED SERVICES, THE PROVISION OF OR FAILURE TO PROVIDE SERVICES OBTAINED THROUGH THE *O'CONNOR* WEBSITE, OR OTHERWISE ARISING OUT OF THE USE OF THE *O'CONNOR* WEBSITE, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF *O'CONNOR* OR ANY OF ITS SUPPLIERS HAS BEEN ADVISED OF THE POSSIBILITY OF THE DAMAGES. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO SOME *SUBSCRIBERS*. IF THE *SUBSCRIBER* IS DISSATISFIED WITH ANY PORTION OF THE *O'CONNOR* WEBSITE, OR WITH ANY OF THESE TERMS OF USE, *SUBSCRIBER'S* SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE *O'CONNOR* WEBSITE.

8) Prohibited Uses and Proprietary Notices – Data

The *O'Connor* Website is a data gathering and dissemination site for commercial use only. *Subscriber* is not authorized and agrees not to access or query the Website through the use of high-volume, automated, electronic processes, or to download more sales than the limit set by *O'Connor* and allowed by the Website database.

The *Subscriber* agrees that the data will be utilized only for lawful purposes and that under no circumstances will the data be utilized to:

- 1) Allow, enable, or otherwise support the transmission of mass unsolicited commercial advertising or solicitations via any method,
- 2) Provide any data to any Texas appraisal district

9) Termination

O'Connor reserves the right to terminate your access to the Website in its sole discretion for any reason, including excessive querying of the database or dissemination of the data to a Texas appraisal district or failure to comply with the terms of this agreement including non-payment or non-compliance with the terms of this agreement. *Subscriber* may terminate with 30 days written notice.

10) Web-based Application Prohibitions

Subscriber acknowledges that the *O'Connor* Website is either the licensed or copyrighted work of *O'Connor* and/or its affiliates, vendors, and suppliers. The *O'Connor* Website is owned, licensed, or covered by a use agreement by *O'Connor* and/or its affiliates, vendors, and any suppliers and is protected by copyright laws and international treaty provisions. Any reproduction or redistribution of the database is prohibited by law, and may result in severe civil or criminal penalties. WITHOUT LIMITING THE FOREGOING, COPYING OR REPRODUCTION OF THE WEBSITE TO ANY OTHER SERVER OR LOCATION FOR FURTHER REPRODUCTION OR REDISTRIBUTION IS EXPRESSLY PROHIBITED. *Subscriber* acknowledges that the Website, and any accompanying documentation and/or technical information, is subject to applicable export control laws and regulations of the USA. *Subscriber* agrees not to export or re-export the Website, partly or in full, directly or indirectly, to any countries that are subject to USA export restrictions.

Subscriber shall not attempt, nor assist or provide the opportunity, to reverse-engineer any of the applications or Website functions. The *O'Connor* Website may not be used in any manner that could damage, disable, overburden, or impair the Website, or interfere with any other party's use and enjoyment of the Website. *Subscriber* may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through this Website.

- I decline this contract agreement and choose not to subscribe.
- Submit. Your use of an electronic device to click the "Submit" button constitutes your signature, acceptance and agreement to this contract as if signed by you in writing and has the same force and effect as a signature affixed by hand.

