

CAUSE NO. 2023-77937

STEWART TITLE COMPANY,

*Plaintiff,*

vs.

QUALIA LABS, INC. d/b/a QUALIA,  
SOFTWARE, INC.

*Defendant.*

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IN THE DISTRICT COURT OF

HARRIS COUNTY, TEXAS

11<sup>th</sup> JUDICIAL DISTRICT

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ORDER GRANTING SUMMARY JUDGMENT

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On this day, the Court considered Plaintiff Stewart Title Company’s (“STC” or “Plaintiff”) Traditional Motion for Summary Judgment (“Motion”) on its causes of action for permanent injunctive and declaratory relief against Defendant Qualia Labs, Inc. d/b/a Qualia Software, Inc. (“Defendant” or “Qualia”). The Court, having considered the merits of the Motion, the evidence and briefs of the parties, the pleadings and the arguments of the parties and counsel, hereby finds that the Motion is well founded. It is therefore, **ORDERED** that Plaintiff’s Motion is **GRANTED**.

**IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED THAT** Plaintiff’s Motion is granted in its entirety, and it is therefore:

**ORDERED** that Judgment is hereby entered against DEFENDANT QUALIA LABS, INC. D/B/A QUALIA SOFTWARE, INC., and that DEFENDANT QUALIA LABS, INC. D/B/A QUALIA SOFTWARE, INC., their agents, employees, representatives, successors, assigns and attorneys, are permanently enjoined from revoking or terminating at-will or for convenience the ResWare Master License and Services Agreement (“License Agreement”), threatening to revoke

or terminate the License Agreement at-will or for convenience, issuing a notice of nonrenewal of the License Agreement, failing to provide an annual key or code for the software use, and/or threatening to issue a notice of nonrenewal of the License Agreement.

**FURTHER, THE COURT HEREBY DECLARES THAT:**

a. The License Agreement entered by and between Stewart Title Company and Adeptive Software, Inc., predecessor to Qualia, dated May 1, 2015 is a paid-up, irrevocable and perpetual license agreement.

b. By the License Agreement, Adeptive granted to STC an irrevocable and perpetual license to install and run the ResWare software product across STC's entire business platform.

c. Qualia may not revoke or terminate the License Agreement at-will or for convenience, nor threaten to revoke or terminate the License Agreement at-will or for convenience, nor issue a notice of nonrenewal of the License Agreement, nor threaten to issue a notice of nonrenewal of the License Agreement.

d. Qualia's purported notice to terminate or not renew the License Agreement was improper on its face and was without factual or legal support under the License Agreement.

**IT IS FURTHER ORDER THAT** Qualia must provide to STC annually the key or code which allows STC access and use of the ResWare software. Such key or code must be provided by Qualia to STC at least 30 days prior to the expiration of the key allowing use and access to the software. In the alternative, Qualia must provide STC a permanent key to the Res Ware software.

**IT IS FURTHER ORDER THAT** that Plaintiff is entitled to attorneys' fees and costs, pursuant to Chapter 37 of the Texas Civil Practice & Remedies Code, and within thirty days of the entry of this Order, STC may file a motion to recover its attorney's fees in this matter for the Court's consideration.

**IT IS FURTHER ORDERED THAT** that all fees and costs are taxed against Qualia,  
and post-judgment interest accrues on the same at the highest rate allowed by law.

SIGNED this \_\_\_\_ day of \_\_\_\_\_, 2024.

Signed:   
3/1/2024  
\_\_\_\_\_  
PRESIDING JUDGE

Unofficial Copy Office of Marilyn Burgess District Clerk