

CLOSINGTRAK™ END-USER TERMS OF SERVICE

These ClosingTrak™ End-User Terms of Service (these "Terms of Service") set forth the terms and conditions upon which ("ClosingTrak™ ") offers you, our end-users (each, an "End-User"), access to ClosingTrak™ 's proprietary web based ClosingTrak™ platform (the "Service") solely for the purpose and to the extent authorized by ClosingTrak™ and, if applicable, the ClosingTrak™ partner or customer on whose behalf you are accessing the Service ("Entity") and, if applicable, solely in accordance with, and subject to, the then-effective written agreement(s) between ClosingTrak™ and Entity (collectively, the "Entity Agreement"). By clicking "Sign up" or "I Agree" or otherwise indicating your assent or by accessing or otherwise using the Service, you agree to be bound by these Terms of Service. If you do not agree to these Terms of Service, do not access or use the Service. This is a legally enforceable contract. From time to time, ClosingTrak™ may modify these Terms of Service, effective upon notice to you. Your continued access to or use of the Service constitutes your acceptance of any such revisions. No other amendment, modification or supplement of any provision of these Terms of Service will be valid or effective unless made in writing and signed by duly authorized representatives of both parties. Neither any course of conduct between ClosingTrak™ and you (or, as applicable, Entity) nor any trade practices shall act to modify these Terms of Service. ClosingTrak™'s Privacy Policy (as ClosingTrak™ may amend from time to time, the "Privacy Policy") is incorporated into and made part of these Terms of Service, and you hereby agree to the terms of the Privacy Policy, located [here](#).

1. LICENSE

1.1 Limited License to Use the Service. Subject to the terms and conditions of these Terms of Service, ClosingTrak™ hereby grants to End-User a limited, personal, non-exclusive, non-transferable license, during the term of these Terms of Service, to access and use the Service solely for the purpose and to the extent authorized by ClosingTrak™ (and, if applicable, Entity) and, if applicable, solely in accordance with the Entity Agreement. Except for the limited license rights expressly granted under these Terms of Service, no licenses or rights are granted by ClosingTrak™ to End-User hereunder, by implication, estoppel or otherwise. All such other licenses and rights are reserved by ClosingTrak™.

1.2 License Restrictions. End-User shall not, and shall not permit any other individual or entity to, (a) copy or modify the Service for any purpose; (b) reverse engineer, decompile, modify, translate, disassemble or discover the source code for all or any portion of the Service; (c) distribute, disclose, market, rent, lease or otherwise transfer the Service to any other individual or entity; (d) post, provide, communicate or make available any unlawful, infringing, unauthorized, threatening, harassing or otherwise inappropriate content, or any content in an unauthorized manner or to unauthorized recipients, to or through the Service; (e) engage in any unauthorized access, use, storage, processing or disclosure of any content available through or in connection with the Service; (f) access or use the Service in any way that, in ClosingTrak™ 's sole direction, adversely affects the function, value or performance of the Service or any hardware, software, networks, systems or other assets owned, controlled or used by or on behalf of ClosingTrak™; or (g) disclose to, or permit any use by, any other individual or entity any End-User password or other account credential. End-User shall treat the content,

features, functionality, underlying algorithms, ideas and data, structure and other proprietary aspects of the Service as confidential information and at all times strictly maintain the confidentiality of the foregoing. In addition, End-User shall, if applicable, comply with Entity's confidentiality obligations under the Entity Agreement. Certain fees may apply, and ClosingTrak™ reserves the right, at any time, to charge or modify fees in connection with the Service. End-User's access to and use of the Service is conditional on full, timely payment of all applicable fees.

1.3 Third Party Services and Content. ClosingTrak™ may use, facilitate, allow or provide links to certain third party providers (each, a "Third Party Provider") that provide title-related, closing-related or other real-property-related services, and ClosingTrak™ may make available or provide links to certain third party forms, utilities, software, systems, networks, connections, data, content, products, services, documents and other materials (collectively, "Third Party Materials"), which are subject to such third party's terms and conditions. Access to any Third Party Providers or Third Party Materials is only for End-User convenience and is at End-Users' own risk, and End-User shall comply with the Privacy Policy in relation to any information received from ClosingTrak™ or any third party in connection with the Service. End-User shall, if applicable, comply with Entity's obligations relating to Third Party Providers, Third Party Materials or other users under the Entity Agreement. End-User represents and warrants to ClosingTrak™ that End-User shall, as applicable, agree to and comply with Third Party Providers' terms and conditions and shall only use Third Party Materials in accordance with the independent rights End-User (or, if applicable, Entity) has secured outside of the Service.

2. INTELLECTUAL PROPERTY

2.1 Allocation of Rights. ClosingTrak™, Third Party Providers and their respective licensors retain all intellectual property rights in and to the Service and any Third Party Materials (including all related copyrights, patents, service marks, trademarks and other intellectual property rights), including but not limited to any and all updates, enhancements, customizations, revisions, modifications, future releases and any other changes thereto, and all related information, materials and documentation. Except for any rights specifically granted to End-User under these Terms of Service, End-User hereby assigns to ClosingTrak™ all other intellectual property rights it may now or hereafter possess in the Service, any related documentation, or any suggestions or other feedback related to the Service or ClosingTrak™'s business that End-User may provide, and all derivative works and improvements thereof, and agrees to execute all documents, and take all actions, that may be reasonably necessary to confirm such rights. End-User also agrees to retain all proprietary marks, legends and patent and copyright notices that appear on the Service and any related documentation delivered to End-User by ClosingTrak™ and all whole or partial copies thereof. "End-User Content" means data, images or other content uploaded to the Service by or on behalf of End-User or under End-User's account. End-User represents and warrants that all End-User Content is and shall remain true, accurate, complete and otherwise appropriate. ClosingTrak™ reserves the right, but not the obligation, to block, remove or limit access to any End-User Content or any other content (including communications) that ClosingTrak™ determines, in its sole discretion, to be unacceptable or inappropriate. End-User hereby grants to ClosingTrak™, and any applicable Third Party Provider, a non-exclusive, royalty-free, worldwide, transferable license to use, copy, store, modify and process the End-User Content solely in connection with the provision, improvement or use of the Service and solely in accordance with the Privacy Policy. In addition, End-User hereby grants to

ClosingTrak™ a perpetual, irrevocable, worldwide, royalty-free, non-exclusive right to use, copy, store, modify, process and disclose any data collected in connection with the Service on a de-identified basis for any lawful purpose related to the Service or ClosingTrak™'s business in accordance with the Privacy Policy. End-User is responsible to secure all rights in and to all End-User Content. End-User acknowledges that ClosingTrak™ has no responsibility to control or restrict any access, use, storage, processing or disclosure of content by third parties once End-User has provided, or authorized access to, such content to such third party.

3. DISCLAIMERS; LIMITATIONS OF LIABILITY.

3.1 Warranty Disclaimer. EXCEPT FOR ANY WARRANTIES EXPRESSLY SET FORTH IN THIS SECTION, CLOSINGTRAK™ DISCLAIMS ANY AND ALL WARRANTIES RELATING TO THE SERVICE, ANY OTHER CLOSINGTRAK™ PRODUCTS OR SERVICES, ANY THIRD PARTY MATERIALS OR ANY OTHER MATTER COVERED BY THESE TERMS OF SERVICE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. CLOSINGTRAK™ DOES NOT WARRANT THAT THE SERVICE WILL OPERATE WITHOUT INTERRUPTION, DELAY OR ERRORS OR THAT ANY ERRORS WILL BE CORRECTED. CLOSINGTRAK™ MAKES NO WARRANTIES OR REPRESENTATIONS AS TO THE ACCURACY OR APPROPRIATENESS OF ANY CONTENT PROCESSED OR AVAILABLE IN CONNECTION WITH THE SERVICE. ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY THIRD PARTY MATERIALS IS STRICTLY BETWEEN END-USER (OR, IF APPLICABLE, ENTITY) AND THE APPLICABLE THIRD PARTY PROVIDER. ClosingTrak™ does not endorse any Third Party Provider or Third Party Materials. ClosingTrak™ shall not be liable or responsible for any acts or omissions of any Third Party Provider or for any Third Party Materials, or for any loss, damage, injury, malfunction, interruption or claim arising therefrom or related thereto. ClosingTrak™ reserves the right, at any time, to modify, suspend or discontinue the Service, and End-User agrees that ClosingTrak™ shall not be liable for any such action and that the Service may not include any particular functionality or features (regardless of any ClosingTrak™ statements or documentation).

3.2 Limitations of Liability. IN NO EVENT SHALL ClosingTrak™ BE LIABLE FOR LOST PROFITS OR BUSINESS, LOSS OF GOODWILL, LOSS OF DATA, INTERRUPTION OF BUSINESS, OR FOR ANY EXEMPLARY, PUNITIVE, SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, REGARDLESS OF WHETHER SUCH DAMAGES ARISE UNDER ANY THEORY OF TORT, CONTRACT, STRICT LIABILITY OR OTHERWISE AND REGARDLESS OF WHETHER CLOSINGTRAK™ IS ADVISED OF THE POSSIBILITY OF ANY SUCH DAMAGES.

3.3 Essential Part of the Bargain. The parties acknowledge that the disclaimers and limitations set forth in this Section 3 are an essential element of these Terms of Service between the parties and the parties would not have entered into these Terms of Service without such disclaimers and limitations.

4. INDEMNIFICATION; UNAUTHORIZED USE

4.1 Indemnification. End-User hereby agrees to indemnify and hold harmless ClosingTrak™ from any and all liabilities, losses, damages, costs and expenses (including, without limitation, reasonable attorneys' fees and costs) suffered or incurred by ClosingTrak™ in connection with any claims, proceedings or causes of action arising from or related to (a) End-User Content, including any actual or alleged violations

of third party intellectual property or other rights by such End-User Content; (b) any access to or use of the Service, any other user's content or any Third Party Materials by End-User or under End-User's account in violation of any applicable law, regulation or third party terms, policies or agreements; (c) the actual or requested provision of any data, or access to any data, by or on behalf of End-User in connection with the Service; or (d) End-User's breach of these Terms of Service.

4.2 Notification of Unauthorized Use. End-User shall promptly notify ClosingTrak™ in writing upon its discovery of any unauthorized use or infringement of the Service or the related documentation, or ClosingTrak™'s intellectual property rights with respect thereto. ClosingTrak™ shall have the sole and exclusive right to bring any infringement action or proceeding against any third party in relation to the Service, and End-User shall cooperate and provide all reasonable information and assistance to ClosingTrak™ and its counsel in connection with any such action or proceeding.

5. TERM AND TERMINATION

5.1 Term. End-User's access to the Service shall begin on the date End-User registers for the Service and shall continue until the earlier of (a) termination in accordance with these Terms of Service; or (b) if applicable, expiration or termination of the Entity Agreement.

5.2 Termination for Convenience. ClosingTrak™ may terminate or suspend these Terms of Service, or End-User's access to or use of the Service, at any time. End-User may terminate these Terms of Service at any time by cancelling its account.

5.3 Effect of Termination. Upon the expiration or termination of these Terms of Service, all license rights of End-User under these Terms of Service shall automatically and immediately cease and End-User shall promptly cease all use of the Service. Sections 1.2, 2, 3, 4, 5.3 and 6 shall survive the expiration or termination of these Terms of Service.

6. GENERAL

6.1 Export Compliance. The Service may be subject to U.S. and other national export controls and economic sanctions. Individuals or entities owned or controlled, registered in, or related to Cuba, Iran, Sudan, Syria, or North Korea are not permitted to access the Service without prior written permission from ClosingTrak™ once granted by the appropriate jurisdiction. The rights and obligations of End-User shall be subject to such United States laws and regulations as shall from time to time govern the license and delivery of technology abroad by persons subject to the jurisdiction of the United States, including the Export Administration Act of 1979, as amended, any successor legislation to the Export Administration Act of 1979, and the Export Administration regulations issued by the Department of Commerce, International Trade Administration, Office of Export Administration. End-User shall not, directly or indirectly, export, re-export or transship the Service in such manner as to violate such laws or regulations in effect from time to time.

6.2 Independent Contractors. In making and performing these Terms of Service, the parties are acting and shall act as independent contractors. Neither party is, nor will be deemed to be, an agent, legal representative, joint venturer or partner of the other party for any purpose.

6.3 Force Majeure. In the event that ClosingTrak™ is unable to perform its obligations under these Terms of Service because of acts of God, strikes, equipment or transmission failure, unavailability or poor performance of the Internet, or other causes beyond its reasonable control, ClosingTrak™ shall not be liable to End-User for any damages resulting from such failure to perform or otherwise from such causes.

6.4 Governing Law. These Terms of Service shall be governed by and construed in accordance with the law of California, without reference to its conflict of laws principles.

6.5 Assignment. End-User may not assign any of its rights or privileges, or delegate any of its duties or obligations hereunder, to any third party without the prior written consent of ClosingTrak™. Any purported assignment in contravention of this Section shall be null and void. Subject to the foregoing, these Terms of Service shall be binding upon and inure to the benefit of the parties hereto and their respective permitted successors and assigns.

6.6 Notices. All notices to either party shall be (a) in writing and delivered by hand or by certified mail or overnight delivery service to the address set forth by such party or to such other address as either party shall give by notice to the other party; or (b) if ClosingTrak™ is providing notice, by email to the email address associated with End-User's account or by posting such information to the Service. Notices shall be effective when delivered in accordance with the foregoing. End-User hereby consents to receiving communications from ClosingTrak™ electronically. Please send any questions, comments or concerns about the Service to support@closingtrak.com.

6.7 Entire Agreement. These Terms of Service, including the Privacy Policy (and, as applicable, the Entity Agreement), constitute the entire agreement between the parties concerning the subject matter hereof and supersedes all prior understandings and agreements between the parties, whether written or oral, regarding the subject matter hereof.

6.8 Waivers. A waiver by either party of a breach or violation of any provision of these Terms of Service will not constitute or be construed as a waiver of any subsequent breach or violation of that provision or as a waiver of any breach or violation of any other provision of these Terms of Service.

6.9 Severability. If any term or provision of these Terms of Service, or the application thereof, is held invalid, void or unenforceable by any court or other governmental authority having jurisdiction over the subject matter, such provision shall be enforced to the maximum extent permissible under applicable law and the remaining provisions, and any application thereof, shall nevertheless continue in full force and effect.