CLOSINGTRAK™ END-USER TERMS OF SERVICE

Last Updated: August 16, 2026

These End-User Terms of Service (the "Terms") are a legally binding agreement between KLM Technologies, LLC, an Indiana limited liability company ("KLM," "we," "us," or "our"), and the individual who accesses or uses the ClosingTrak™ web-based scheduling and workflow platform (the "Service") ("End User," "you," or "your"). ClosingTrak™ is a product and service of KLM Technologies, LLC.

The Service is offered only for business use by title companies and their authorized personnel. You may use the Service only on behalf of the title company or other business customer that authorized your access (the "Customer"). By clicking "I Agree," creating or using an account, or otherwise accessing the Service, you agree to these Terms and represent that you are authorized by the Customer to use the Service. If you do not agree, do not access or use the Service.

The Customer may also have an order form, subscription agreement, master services agreement, data processing addendum, or other written agreement with KLM (collectively, the "Customer Agreement"). If these Terms conflict with a Customer Agreement, the Customer Agreement controls as between KLM and the Customer. These Terms govern each End User's individual access and use.

1. ELIGIBILITY, AUTHORITY, AND ACCOUNTS

1.1 Business Use Only. The Service is not offered for personal, family, or household use. You must be at least eighteen (18) years old and legally capable of entering into these Terms.

1.2 Authority. You represent that you are an employee, contractor, or other authorized representative of the Customer and that the Customer has authorized your access. You may not use the Service after that authority ends.

1.3 Account Security. You must provide accurate account information, keep your credentials confidential, use reasonable security measures (including multifactor authentication when available), and promptly notify support@closingtrak.com of suspected unauthorized access. You are responsible for activity under your account to the extent caused by your acts or omissions. Accounts may not be shared.

2. LICENSE AND SERVICE ACCESS

2.1 Limited License. Subject to these Terms and the Customer Agreement, KLM grants you a limited, revocable, non-exclusive, non-transferable, non-sublicensable right during the applicable subscription term to access and use the Service solely for the Customer's internal business operations and only within the scope authorized by the Customer.

2.2 Reservation of Rights. KLM and its licensors own and retain all right, title, and interest in the Service, including its software, workflows, interfaces, documentation, designs, trademarks, and all updates, modifications, and derivative works. No rights are granted except as expressly stated.

2.3 Customer Administration. The Customer may administer accounts, control permissions, access and manage Customer Data, and request suspension or termination of an End User's access. You acknowledge that KLM may follow the Customer's instructions concerning your account and Customer Data.

3. ACCEPTABLE USE AND RESTRICTIONS

You will not, and will not permit another person to:

- copy, modify, translate, reverse engineer, decompile, disassemble, or attempt to discover source code, non-public APIs, algorithms, or underlying components of the Service, except to the limited extent a restriction is prohibited by applicable law;

- sell, resell, sublicense, rent, lease, distribute, timeshare, or provide the Service to any unauthorized person;
- circumvent access controls, probe or test vulnerabilities without KLM's written authorization, interfere with Service operation, or introduce malware or harmful code;
- access or use the Service to build or assist a competing product, scrape or harvest data, conduct automated high-volume access, or benchmark or publish performance results without KLM's prior written consent;
- upload, transmit, or use unlawful, infringing, fraudulent, defamatory, harassing, or otherwise harmful content;
- access, use, alter, or disclose another customer's or user's data without authorization; or
- use the Service in violation of applicable law, professional obligations, the Customer Agreement, or the rights of any person.

KLM may investigate suspected violations and may suspend access when reasonably necessary to protect the Service, KLM, Customers, data subjects, or third parties; comply with law; or prevent material harm. When practicable, KLM will coordinate a Customer-directed suspension with the Customer.

4. CUSTOMER DATA AND END-USER RESPONSIBILITIES

4.1 Customer Data. "Customer Data" means information submitted to, stored in, or generated through the Service by or for the Customer, including buyer and seller names, contact information, property addresses, closing dates, scheduling notes, and related operational information. As between KLM and the Customer, the Customer retains its rights in Customer Data.

4.2 Authorization and Instructions. You represent that you and the Customer have all notices, consents, permissions, and other legal authority necessary to provide Customer Data to KLM and to direct KLM to process it for the Service. You will access and use Customer Data only as authorized and only for legitimate closing, scheduling, invoicing, and related business purposes.

4.3 Data Accuracy and Minimization. You are responsible for the accuracy, quality, and legality of Customer Data you submit. You must limit Customer Data to information reasonably necessary for the Service and follow the Customer's retention, confidentiality, and records-management requirements.

4.4 Prohibited High-Risk Data. Unless KLM expressly authorizes it in a written Customer Agreement, you must not upload or store Social Security numbers, driver's-license or government-identification numbers, bank or payment-card information, wire instructions, account credentials, medical information, biometric information, or other highly sensitive or regulated information in the Service. The Service is not a payment processor, escrow system, wire-transfer system, or repository for closing funds.

5. PRIVACY, DATA PROCESSING, AND SECURITY

5.1 Privacy Policy. KLM's then-current Privacy Policy, available at the privacy-policy URL presented within the Service or on KLM's website, describes KLM's privacy practices and is incorporated into these Terms. If no functional Privacy Policy link is presented at acceptance, the Customer should contact support@closingtrak.com before using the Service.

5.2 Roles. To the extent KLM processes personal information in Customer Data on the Customer's behalf, the Customer generally determines the purposes and means of processing and KLM generally acts as a service provider, contractor, or processor, as those terms may be defined by applicable law. The parties' specific privacy obligations should be set out in the Customer Agreement or a data processing addendum.

5.3 Limited Processing License. The Customer and each End User grant KLM a non-exclusive, worldwide right to host, copy, transmit, display, modify, and otherwise process Customer Data only as reasonably necessary to provide, secure, support, maintain, and improve the Service; comply with documented Customer

instructions and applicable law; and enforce agreements. KLM will not sell Customer Data or share it for cross-context behavioral advertising.

5.4 De-Identified and Aggregated Data. KLM may create and use data that has been aggregated or de-identified so that it cannot reasonably be linked to the Customer, an End User, buyer, seller, household, or other identifiable person. KLM will not attempt to re-identify such data except to test de-identification or as permitted by law.

5.5 Security. KLM will maintain reasonable administrative, technical, and physical safeguards appropriate to the nature of Customer Data and the Service. No security measure is infallible, and KLM does not warrant that unauthorized access or security incidents will never occur. Security-incident notification obligations, if any, are governed by applicable law and the Customer Agreement.

6. THIRD-PARTY SERVICES

The Service may interoperate with or link to third-party products and services, including accounting, communications, mapping, hosting, or other providers ("Third-Party Services"). Third-Party Services are governed by their own terms and privacy practices. KLM does not control and is not responsible for Third-Party Services, except to the extent expressly stated in a Customer Agreement. You authorize KLM to exchange Customer Data with a Third-Party Service only when you or the Customer enables or directs that integration.

7. SUBSCRIPTIONS, INVOICES, AND TAXES

Subscription pricing, billing frequency, renewal, payment terms, and taxes are governed by the Customer Agreement and applicable invoices. The Service may generate or display invoices, but KLM currently administers billing and receives payment separately through QuickBooks or another designated billing system. The Service does not process or store bank-account, credit-card, or other payment credentials for subscription payments. An End User is not personally responsible for the Customer's subscription charges solely because the End User accepts these Terms on the Customer's behalf.

8. FEEDBACK AND INTELLECTUAL PROPERTY

If you provide ideas, suggestions, or feedback about the Service ("Feedback"), you grant KLM a perpetual, irrevocable, worldwide, royalty-free right to use and incorporate the Feedback without restriction or compensation. Feedback does not include Customer Data. ClosingTrak™ and the KLM names and logos, and related marks, are trademarks of KLM or its licensors; no trademark license is granted.

9. CONFIDENTIALITY

Non-public information about the Service, its security, functionality, pricing, technology, and documentation is KLM confidential information. Customer Data and non-public Customer business information are Customer confidential information. You will protect confidential information using at least reasonable care, use it only as authorized, and disclose it only to persons with a need to know who are bound by appropriate confidentiality duties. These obligations do not apply to information that the recipient can document is public through no breach, was already lawfully known without restriction, was independently developed without use of confidential information, or was lawfully received from another source without restriction. A legally compelled disclosure is permitted if the disclosing person provides advance notice when legally allowed and reasonable assistance.

10. SERVICE CHANGES, SUPPORT, AND AVAILABILITY

KLM may update, improve, modify, or discontinue features of the Service. KLM will not materially reduce the core functionality of a paid subscription during its then-current term except as reasonably necessary for

security, legal compliance, Third-Party Service changes, or prevention of harm. Support commitments, service levels, maintenance windows, backup practices, and data-recovery obligations apply only if stated in the Customer Agreement. Beta, preview, or evaluation features may be changed or discontinued at any time and are provided "AS IS."

11. DISCLAIMER OF WARRANTIES

TO THE MAXIMUM EXTENT PERMITTED BY LAW, EXCEPT FOR ANY EXPRESS WARRANTIES IN THE CUSTOMER AGREEMENT, THE SERVICE AND ALL RELATED MATERIALS ARE PROVIDED "AS IS" AND "AS AVAILABLE." KLM DISCLAIMS ALL IMPLIED, STATUTORY, AND OTHER WARRANTIES, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, ACCURACY, AND QUIET ENJOYMENT. KLM DOES NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE, OR THAT ALL DEFECTS WILL BE CORRECTED.

THE SERVICE IS A SCHEDULING AND WORKFLOW TOOL. IT DOES NOT PROVIDE LEGAL, TAX, ESCROW, TITLE, FINANCIAL, OR OTHER PROFESSIONAL ADVICE; VERIFY LEGAL DEADLINES, CLOSING REQUIREMENTS, PAYMENT INFORMATION, AND MATERIAL TRANSACTION DETAILS INDEPENDENTLY. KLM IS NOT A PARTY TO ANY REAL-ESTATE OR CLOSING TRANSACTION.

12. LIMITATION OF LIABILITY

12.1 Excluded Damages. TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER KLM NOR ITS AFFILIATES, LICENSORS, OR SERVICE PROVIDERS WILL BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES; LOSS OF PROFITS, REVENUE, BUSINESS, GOODWILL, OR DATA; BUSINESS INTERRUPTION; OR THE COST OF SUBSTITUTE SERVICES, ARISING OUT OF OR RELATING TO THE SERVICE OR THESE TERMS, EVEN IF ADVISED OF THE POSSIBILITY.

12.2 Liability Cap. TO THE MAXIMUM EXTENT PERMITTED BY LAW, KLM'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THE SERVICE AND THESE TERMS WILL NOT EXCEED THE GREATER OF (A) ONE HUNDRED DOLLARS ($100) OR (B) THE FEES PAID OR PAYABLE BY THE CUSTOMER TO KLM FOR THE SERVICE DURING THE TWELVE (12) MONTHS BEFORE THE EVENT GIVING RISE TO THE CLAIM. IF THE CUSTOMER AGREEMENT CONTAINS A DIFFERENT LIABILITY CAP APPLICABLE TO THE CLAIM, THAT CAP CONTROLS.

12.3 Scope. These limitations apply regardless of the form of action and even if a remedy fails of its essential purpose. They do not limit liability that cannot lawfully be limited or excluded. The allocation of risk in this Section is an essential basis of the bargain.

13. INDEMNIFICATION

To the extent permitted by law, you will defend, indemnify, and hold harmless KLM and its affiliates, officers, employees, and agents from third-party claims, losses, liabilities, damages, costs, and reasonable attorneys' fees arising from your willful misconduct, unlawful use of the Service, material violation of Section 3, or submission of Customer Data that you knew you lacked authority to provide. KLM will provide prompt notice and reasonable cooperation and will permit you to control the defense, except that you may not settle a claim in a manner that admits KLM's fault, imposes obligations on KLM, or fails to provide KLM a complete release without KLM's written consent. Any broader Customer indemnity is governed by the Customer Agreement.

14. TERM, SUSPENSION, AND TERMINATION

14.1 Term. These Terms begin when you first accept or use the Service and continue until your account is terminated or the Customer Agreement expires or terminates.

14.2 Suspension or Termination. KLM or the Customer may suspend or terminate your access as permitted by these Terms or the Customer Agreement. You may stop using the Service at any time and may request account closure through the Customer's administrator or support@closingtrak.com.

14.3 Effect. Upon termination, your right to use the Service ends immediately. Customer-data export, return, retention, and deletion are governed by the Customer Agreement, KLM's retention schedule, and applicable law. Sections that by their nature should survive—including ownership, confidentiality, disclaimers, limitations of liability, indemnification, and general terms—survive.

15. COMPLIANCE WITH LAW; EXPORT AND SANCTIONS

You will comply with applicable laws and regulations in using the Service. You may not use, export, re-export, transfer, or make the Service available in violation of United States export controls or economic sanctions, including restrictions administered by the U.S. Department of Commerce and the U.S. Department of the Treasury's Office of Foreign Assets Control. You represent that you are not a prohibited or restricted party and are not located in, ordinarily resident in, or organized under the laws of a jurisdiction where access would be prohibited. Because sanctions programs and restricted-party lists change, no fixed country list in these Terms is intended to be exhaustive.

16. GOVERNING LAW; VENUE; JURY-TRIAL WAIVER

These Terms are governed by the laws of the State of Indiana, without regard to conflict-of-laws rules. Any action arising out of or relating to these Terms or the Service must be brought exclusively in the state courts located in the Indiana county where KLM maintains its principal office or, if federal jurisdiction exists, the United States District Court serving that county, and each party consents to personal jurisdiction and venue there. TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH PARTY KNOWINGLY AND VOLUNTARILY WAIVES ANY RIGHT TO A TRIAL BY JURY in any such action. This Section does not prevent either party from seeking temporary or injunctive relief in a court of competent jurisdiction to protect confidential information, data, security, or intellectual-property rights.

17. CHANGES TO THESE TERMS

KLM may update these Terms from time to time. If a change materially affects End Users' rights or obligations, KLM will provide reasonable advance notice through the Service, by email, or through the Customer, except when an earlier change is reasonably necessary for law, security, or prevention of abuse. The updated Terms will identify their effective date. Continued use after the effective date constitutes acceptance. Changes to a signed Customer Agreement require the amendment process stated in that agreement.

18. GENERAL TERMS

18.1 Electronic Communications and Records. You consent to receive these Terms, notices, and Service communications electronically. Electronic acceptance and electronic records may be used to form and evidence the agreement. You may retain a copy of these Terms by downloading or printing them.

18.2 Notices. Operational notices may be sent to the email address associated with your account or displayed in the Service. Legal notices to KLM must be sent to support@closingtrak.com with the subject line "Legal Notice" and by nationally recognized overnight delivery to KLM's principal business address identified on

the applicable Customer Agreement or invoice. Notices to the Customer may be sent to its account administrator or address on file.

18.3 Assignment. You may not assign these Terms or transfer your account. KLM may assign these Terms in connection with a merger, acquisition, reorganization, sale of assets, or by operation of law, and otherwise upon notice. Any prohibited assignment is void.

18.4 Independent Contractors; No Third-Party Beneficiaries. The parties are independent contractors. These Terms create no agency, partnership, joint venture, fiduciary duty, employment relationship, or third-party beneficiary rights.

18.5 Force Majeure. KLM is not liable for delay or failure caused by events beyond its reasonable control, including natural disasters, utility or network failures, labor disputes, governmental action, war, terrorism, civil unrest, epidemics, cyberattacks, or failures of third-party infrastructure, provided KLM uses commercially reasonable efforts to mitigate the impact.

18.6 Waiver; Severability. A waiver must be in writing and applies only to the specific instance. If a provision is unenforceable, it will be modified to the minimum extent necessary to make it enforceable, and the remaining provisions will remain in effect.

18.7 Entire Agreement; Order of Precedence. These Terms, the Privacy Policy, and the Customer Agreement constitute the applicable agreement concerning End-User access to the Service. The Customer Agreement controls over these Terms in a conflict, and these Terms control over the Privacy Policy on non-privacy matters.

18.8 Contact. Questions about the Service or these Terms may be sent to support@closingtrak.com.