

END USER LICENSE AGREEMENT

This End User License Agreement ("Agreement") accompanies the information, data, images, reports, and/or software (the "Services") that you are accessing. By accessing the Services, you are agreeing to all the terms and conditions of this agreement, including the product, pricing and billing information in any account confirmation containing account information received at any time ("Account Confirmation"), the terms of which are incorporated into this Agreement by reference. If, however, you have an operative master services agreement (with applicable statements of work), or a standalone services agreement covering use of the Services, the terms of that services agreement, not this Agreement, shall control with regard to the Services. Data Trace Information Services LLC, a Delaware limited liability company, and (when applicable to the particular Service being provided), its affiliate companies (collectively, "Data Trace"), grants you ("Customer") a limited, non-exclusive, non-transferable license to use the Services, provided you accept the following terms and conditions:

1. Property. The Services and all intellectual property rights therein are owned by Data Trace. No ownership rights are granted by this Agreement and, except for the limited license provided, Data Trace reserves all rights in and to the Services and all underlying data compilations and information contained therein, including but not limited to the exclusive intellectual property rights and the right to grant further licenses. Customer acknowledges that the Services are the proprietary property of Data Trace and are a valuable commercial product, the development of which involved an expenditure of substantial time and money by Data Trace.

2. Permitted Use. The Services are solely for use within Customer's own organization by Customer's own employees for Customer's own internal business purposes of verifying property ownership and lien information. Customer shall not resell, relicense or redistribute the Services in whole or in part.

3. Restrictions on Use. Both during and after the term of this Agreement, Customer agrees as follows:

(a) Customer shall not (i) disclose, use, disseminate, reproduce or publish any portion of the Services in any manner other than as expressly permitted in this Agreement, (ii) permit any parent, subsidiary, other affiliated entity or other third party, including any third party entity involved in a joint marketing arrangement with Customer, to use the Services or any portion thereof, (iii) resell, relicense or redistribute the Services in whole or in part (iv) use the Services to create any derivative products or derivative datasets, (v) use the Services to create, enhance or structure any database in any form for resale or distribution, (vi) use the Services in connection with, or to enable development of machine learning, rules engines, or other similar automated processes; (vii) use the Services in connection with artificial intelligence technologies or software, including, without limitation, ChatGPT, Bard, Jasper, Socratic, Colossal Chat, YouChat, and similar artificial intelligence technologies; (viii) grant access to the Services, or any portion thereof, to individuals incarcerated in prisons or correctional institutions, (ix) allow access to the Services through any terminal located outside of Customer's operations, (x) use the Services outside the United States.

(b) Customer shall (i) comply with the published guidelines of the Direct Marketing Association, other applicable industry guidelines, and all federal, state, and local laws, regulations, ordinances and court orders from competent jurisdictions regarding the use, storage and dissemination of data such as the Services, and (ii) abide by all prevailing federal, state, and local laws, regulations, ordinances and court orders from competent jurisdictions, including but not limited to those governing non-solicitation, privacy, data protection and security. Customer understands and acknowledges that Customer's use of the Services is also subject to the terms and conditions of Data Trace's Privacy Policy, which is available on Data Trace's affiliate website located at <https://www.firstam.com/privacy-policy/index.html>. For the avoidance of doubt, Customer hereby consents to the collection and storage of information by Data Trace related to the Services and use by Data Trace of statistical and aggregated data concerning the use of the Services. Customer, in using the Services, understands and accepts that it has no expectation of privacy other than as may be set forth herein.

(c) Customer understands that the information, data, images, and reports available under the Services have not been collected for credit purposes and are not intended to be indicative of any consumer's credit worthiness, credit standing, credit capacity, or other characteristics listed in Section 1681(a) of the Fair Credit Reporting Act, 15 U.S.C. § 1681 et seq. Customer shall not use the Services (i) as a factor in establishing an individual's eligibility for credit or insurance, (ii) in connection with underwriting individual insurance, (iii) in evaluating an individual for employment purposes, (iv) in connection with a determination of an individual's eligibility for a license or other benefit granted by a governmental authority, (v) in any way that would cause the

Services to constitute a “consumer report” under the Fair Credit Reporting Act, 15 U.S.C. § 1681 et seq., or (vi) in any other manner that would cause such use of the Services to be construed as a consumer report by any pertinent governmental authority.

(d) Customer shall be solely responsible for maintaining the confidentiality of any usernames and passwords assigned to users of Customer’s account(s), and Customer shall be responsible for all use of the Services (including all corresponding fees) attributable to said usernames and passwords, whether or not authorized by Customer.

(e) Customer shall not use the Services for any purpose that (i) infringes any third party’s copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy, or (ii) is defamatory, trade libelous, unlawfully threatening or unlawfully harassing.

(f) Customer shall not remove, alter or obscure any proprietary notices in the Services and will reproduce all such notices on all copies or portions thereof.

4. Delivery of Data and Format. Customer acknowledges that the availability of data elements and images in the Services varies substantially from area-to-area, and circumstances may exist or arise which prevent Data Trace from providing such data or achieving complete representation of all data elements or images in the Services. Notwithstanding anything to the contrary, Data Trace may limit or discontinue the provision of the Services for geographic locations where: (i) Data Trace is restricted by rules, regulations, laws or governmental entities; (ii) Data Trace has discontinued the collection of data and/or images; or (iii) Data Trace is prohibited by third party providers. Data Trace may discontinue production, support, and maintenance of any Services if Data Trace develops an upgraded version or otherwise can no longer provide such Services.

5. Compliance Audits. Data Trace reserves the right, during normal business hours, on reasonable notice, and at Data Trace’s expense, to audit the Customer to ensure Customer’s compliance with the terms and conditions of this Agreement. Data Trace shall select an auditor in its sole discretion. If such auditor determines there has been a breach in Customer’s compliance with the terms of this Agreement, Data Trace may immediately terminate this Agreement and pursue its other legal remedies. Should Customer not cooperate with Data Trace’s audit request within five (5) days, Customer shall be deemed to have conclusively admitted to a material breach in Customer’s compliance for which Data Trace may immediately terminate this Agreement and pursue its legal remedies.

6. Fees. In consideration of the rights granted to Customer hereunder, Customer shall pay to Data Trace the fees stated within the Account Confirmation. By submitting an order to Data Trace, Customer authorizes Data Trace to charge the credit card entered by Customer for the Services at the fees stated within the Account Confirmation. With respect to prepaid accounts, Customer acknowledges and agrees that: (a) the fees stated within the Account Confirmation will be deducted from the amount Customer previously paid to and placed on deposit with Data Trace (the “Prepaid Plan Balance”); (b) Data Trace may, from time-to-time during the term, apply all or a part of the Prepaid Plan Balance toward such payment of fees without notice to or further authorization from Customer; (c) Data Trace may, from time-to-time during the term, require Customer to replenish the Prepaid Plan Balance to the dollar amount stated within the Account Confirmation; (d) any failure or refusal on the part of Customer to promptly replenish the Prepaid Plan Balance as requested by Data Trace may result in the suspension of Services and/or the termination of this Agreement, in Data Trace’s sole and absolute discretion; (e) in the event Customer, for any reason or cause (regardless of fault), continues to access and use the Services after the expiration or other termination of this Agreement or incurs fees in an amount that exceeds the Prepaid Plan Balance then on deposit with Data Trace, Customer shall be obligated for, and shall immediately pay to Data Trace the fees for such access and use of the Services at the rates set forth in the Account Confirmation; (f) Data Trace shall not be required to keep the Prepaid Plan Balance separate from its general funds and Customer shall not be entitled to interest on the Prepaid Plan Balance; and (g) all funds paid to Data Trace as and for a contribution to or replenishment of the Prepaid Plan Balance are not refundable and any credit balance remaining at the end of each term shall be forfeited. Fees are exclusive of use, ad valorem, personal property, and other taxes, which are the responsibility of Customer. Data Trace shall charge Customer applicable sales tax, and Customer shall be responsible for filing all other taxes. Effective January 1 of each year, the fees shall be increased annually to reflect changes in the Consumer Price Index for the United States City Average, Urban Consumers. Additionally, Data Trace reserves the right to change the fees for the Services at any time, upon no less than 10-days’ notice to Customer. Additional charges may apply for training users at Customer

locations. Customer shall provide all Internet connectivity, hardware and software necessary to access the Services.

7. Term and Termination. The initial term of this Agreement is twelve (12) months commencing on the date Customer enters into this Agreement. Thereafter, the term shall automatically renew for additional successive twelve (12) month terms, unless terminated by giving the other party not less than thirty (30) calendar days written notice of termination prior to the expiration of the then-current term. If Customer does not access the Services for a period of twelve (12) consecutive months, Data Trace may terminate this Agreement without notice to Customer. If Data Trace, in its sole and reasonable discretion, deems that Customer has abused the Services or Data Trace's website (based on records of Customer's usage), Data Trace may immediately terminate this Agreement or disable Customer's access to the Services without prior notice. If either party breaches any provision of this Agreement, the non-breaching party shall, upon providing written notice of such breach, be entitled to immediately terminate this Agreement, provided such breach is not cured within five (5) days following such notice. Upon termination of this Agreement by either party, Customer, at its own expense, shall return all Services to Data Trace or certify that the Services have been destroyed within ten (10) business days of termination, and any amounts unpaid by Customer shall be immediately due and payable. Failure to return or certify the destruction of the Services to Data Trace in accordance with this section will result in: (i) Customer's obligation to pay a perpetual license fee for the Services; or (ii) Customer's obligation to permit Data Trace's agent to have access to Customer's premises for the retrieval of the Services and Customer shall pay the actual costs as reasonably incurred by Data Trace to retrieve same.

8. General Disclaimer. THE SERVICES ARE INFORMATIONAL ONLY AND ARE NOT INTENDED TO PROVIDE SPECIFIC COMMERCIAL, FINANCIAL OR INVESTMENT ADVICE. THE SERVICES ARE BASED UPON CERTAIN DATA AND/OR RECORDINGS, SUBJECT TO FREQUENT CHANGE. DATA TRACE MAKES NO WARRANTIES OR REPRESENTATIONS ABOUT THE METHODOLOGIES USED OR THE ACCURACY, TIMELINESS, RELIABILITY OR COMPLETENESS OF ANY OF THE SERVICES. THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS, WITHOUT WARRANTIES OF ANY KIND WHATSOEVER, INCLUDING ANY IMPLIED OR EXPRESS WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. DATA TRACE DOES NOT REPRESENT OR WARRANT THAT THE SERVICES WILL BE AVAILABLE 24 HOURS PER DAY, SEVEN DAYS PER WEEK. ANY RELIANCE ON OR USE BY CUSTOMER OF THE SERVICES SHALL BE ENTIRELY AT CUSTOMER'S OWN RISK. DATA TRACE MAKES NO REPRESENTATIONS OR WARRANTIES ABOUT THE LEGALITY OR PROPRIETY OF THE USE OF THE SERVICES IN ANY JURISDICTION, STATE OR REGION. CUSTOMER SHALL BE SOLELY RESPONSIBLE FOR OBTAINING ANY AND ALL NECESSARY LICENSES, CERTIFICATES, PERMITS, APPROVALS OR OTHER AUTHORIZATIONS REQUIRED BY FEDERAL, STATE OR LOCAL STATUTE, LAW OR REGULATION APPLICABLE TO CUSTOMER'S USE OF THE SERVICES. THE SERVICES ARE NOT TO BE CONSTRUED AS A SUFFICIENT BASIS FOR UNDERWRITING TITLE INSURANCE POLICIES AND NOTHING IN THIS AGREEMENT SUPERCEDES, AMENDS, OR IN ANY WAY EXCUSES CUSTOMER'S TITLE INSURANCE UNDERWRITING OBLIGATIONS IMPOSED BY ANY APPLICABLE TITLE INSURANCE UNDERWRITING AGREEMENTS. THE SERVICES ARE EXCLUSIVELY FOR CUSTOMER AND NOT FOR THE BENEFIT OF ANY THIRD PARTIES.

9. General Limitation of Liability. DATA TRACE'S TOTAL LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDY UNDER OR RELATED TO THIS AGREEMENT, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, SHALL BE LIMITED TO DIRECT MONEY DAMAGES NOT EXCEEDING THE AMOUNT PAID BY CUSTOMER TO DATA TRACE DURING THE THREE MONTHS PRECEDING THE CLAIM. THIS LIMIT IS CUMULATIVE AND ALL PAYMENTS UNDER THIS AGREEMENT WILL BE AGGREGATED TO CALCULATE SATISFACTION OF THE LIMIT. THE EXISTENCE OF MULTIPLE CLAIMS WILL NOT ENLARGE THE LIMIT. DATA TRACE SHALL HAVE NO LIABILITY UNDER OR IN ANY WAY RELATED TO THIS AGREEMENT FOR ANY LOSS OF PROFIT OR REVENUE OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES, EVEN IF DATA TRACE IS AWARE OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY. CUSTOMER AGREES THAT THE LIMITATIONS SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THIS AGREEMENT, AND THAT THE SERVICES WOULD NOT BE PROVIDED TO CUSTOMER ABSENT SUCH LIMITATIONS.

10. Specific Disclaimers and Limitations of Liability. For the Services specified in this section, the specific disclaimers and limitations of liability shall supplement the general disclaimers and limitations of liability above. Unless expressly stated below, all terms of the general disclaimers and limitations of liability shall apply to all Services.

(a) **Automated Valuation Models.** The Automated Valuation Models ("AVMs") and related reports do not constitute an appraisal of the subject property. They should not be relied upon in lieu of an appraisal or underwriting process. The predicted value reports are based upon data collected from public record sources. The accuracy of the methodology used to develop the AVMs, the existence of the subject property, and the accuracy of the predicted value are estimations of value based on available data and are not guaranteed or warranted, nor is the completeness of any such data used by the software in processing the value. The condition of the subject property and current market conditions can greatly affect the validity of the AVMs' reports. Any AVM generated by Data Trace does not include a physical inspection of the subject property or a visual inspection or analysis of current market conditions by a licensed or certified appraiser, which is typically included in an appraisal.

(b) **Recording Services.** If Data Trace incorrectly records any document due to its own error, Customer's sole remedy shall consist of Data Trace's payment of costs associated with Data Trace's timely re-recording of the documents in the public records. Data Trace will not be responsible for obtaining the original document, or any newly executed document, or the re-execution of the documents when necessary for re-recording. Data Trace shall have no monetary liability to Customer other than to pay the costs associated with the re-recording as stated above. Data Trace further disclaims all liability for any expenses, damages or penalties regarding misinformation, or lack thereof, provided by Customer to Data Trace as to tax exempt status of the mortgagee, or the incorrect preparation, or lack of preparation, of forms related to mortgage/transfer taxes.

All warranties set forth in the above paragraph are non-transferable and the Parties expressly agree that there are no third party beneficiaries of this warranty, intentional or otherwise, including, but not limited to, any investors, parties in the secondary market, or other parties to whom the Customer may ultimately sell or transfer a loan or group of loans.

(c) **Standard Appraisal Services.** The Standard Appraisal Services are provided by licensed and/or certified appraisers in the jurisdiction where the subject property is located. In reviewing an appraisal/evaluation, the reviewer shall follow the specific appraisal review guidelines as set forth in Standard 3 of the Uniform Standards of Professional Appraisal Practices (USPAP). Data Trace's liability is limited to selecting qualified appraisers according to the foregoing standards, and requiring that all appraisers maintain proper licensing, insurance and follow applicable appraisal guidelines under USPAP. Data Trace disclaims all liability as to the content of the Appraisal Services delivered by an appraiser, unless Data Trace made an error in the delivery of information to either Customer or the appraiser, in which case Data Trace's liability will be limited to correcting such information and having the appraisal adjusted accordingly, or, if necessary, having a new appraisal performed, at no additional cost to Customer.

(d) **Flood Determination Products.** Flood Determination Products delivered by Data Trace are provided by third party service providers. Customer acknowledges that it is required to execute a separate third party customer contract for Flood Determination Products and that all Flood Determination Products are subject to the terms and conditions set forth in said separate third party customer contract for Flood Determination Products.

11. Indemnification. CUSTOMER AGREES TO INDEMNIFY AND HOLD DATA TRACE HARMLESS FROM AND AGAINST ALL CLAIMS OF THIRD PARTIES ARISING OUT OF OR RELATED TO THE USE OF THE SERVICES BY THE CUSTOMER, OR ATTRIBUTABLE TO CUSTOMER'S BREACH OF THIS AGREEMENT; PROVIDED THAT DATA TRACE GIVES CUSTOMER PROMPT WRITTEN NOTICE OF ANY SUCH CLAIM. DATA TRACE SHALL CONTROL THE DEFENSE AND ANY SETTLEMENT OF SUCH CLAIM, AND CUSTOMER SHALL COOPERATE WITH DATA TRACE IN DEFENDING AGAINST SUCH CLAIM.

12. Abstractor Services. In addition to accepting all other terms and conditions of this Agreement, by accessing the Abstractor Services, as defined herein, directly or indirectly via Data Trace's website or using the data or services contained therein, Customer agrees to provide an electronic loan description file to Data Trace for the purpose of searching county records or vendor databases for key data. The electronic loan description file shall include, but is not limited to, the borrower's first name, borrower's last name, property address, recording date, and loan amount (if applicable). Data Trace will obtain the recorded copies of the specified Mortgage, Deed,

Assignment, or Satisfaction for Customer or other entity for which Customer has specifically requested. If Data Trace is unable to locate all information necessary to complete the request, then a file of “no finds” will be transmitted to Customer. Fees shall apply to “no finds.”

13. Copyrights. Data Trace respects the intellectual property rights of others and takes its obligations to comply with intellectual property law seriously. If Customer believes that a copyright owner's work has been reproduced in the Services in a copyright-infringing manner, Customer may notify Data Trace and provide the following information:

- (a) Identification of the work for which Customer claims the copyright has been infringed;
- (b) Identification of the material in the Services that Customer claims is infringing and needs to be removed (with sufficient specificity to enable Data Trace to locate said material);
- (c) Customer's contact information, including address, telephone number, and (if available) email address;
- (d) A signed statement indicating that: (i) Customer has a good faith belief that Data Trace's use of the material is not authorized by the copyright owner, and (ii) the information in the notification is accurate, and that, under penalty of perjury, Customer is the copyright owner or is authorized to act on the copyright owner's behalf.

Notices of copyright infringement should be sent to:

Data Trace Information Services LLC
200 Commerce
Irvine, CA 92602
Attn: Legal Department

Or by email to: DataTrace_Copyright@datatracetitle.com

14. General.

(a) Unless specified otherwise in a fully-executed license agreement with Data Trace, this Agreement constitutes the entire agreement between the parties with respect to the Services and supersedes any prior understanding or agreement, oral or written, relating to the Services.

(b) The interpretation and construction of this Agreement, and all matters relating hereto, shall be governed by the laws of the State of California applicable to agreements executed and to be performed solely within such State. Any action or other proceeding to enforce or interpret the terms of this Agreement and/or the obligations, duties or rights of the parties contained herein shall be brought before and resolved in the State or U.S. District Court located within Orange County, California, having subject matter jurisdiction over the issues raised by such action or proceeding and the parties hereby submit to the personal jurisdiction of said court for all such purposes. This Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods.

(c) The prevailing party shall be awarded its reasonable attorney's fees and costs in any lawsuit arising out of or related to this Agreement.

(d) No modification, amendment, supplement to or waiver of any provision of this Agreement shall be effective unless in writing and duly signed by an authorized representative of both parties hereto.

(e) Any provision of this Agreement that contemplates performance subsequent to the expiration or earlier termination of this Agreement shall survive such expiration or termination and shall continue in full force and effect until fully satisfied.

(f) Data Trace shall not be liable for any delay or failure in its performance of any of the acts required by this Agreement when such delay or failure arises for reasons beyond Data Trace's reasonable control.

(g) Customer may not assign this Agreement or any rights or obligations hereunder.

(h) Neither party shall use, or permit their respective employees, agents and subcontractors to use the trademarks, service marks, copyrighted material, logos, names, or any other proprietary designations of the other party, or the other party's affiliates, whether registered or unregistered, without such other party's prior written consent.

(i) Except with Data Trace's prior written approval, Customer shall not disclose Data Trace as a data source to any third party, unless required by federal, state or local laws or government regulations and with prior notice to Data Trace.

(j) Customer shall provide for physical security of the Services with the same degree of care (provided that such is at least a reasonable degree of care) that Customer uses to protect its own most sensitive data.

(k) Any notice or other communication required or permitted under this Agreement shall be sufficiently given if delivered in person or sent by one of the following methods: (a) registered U.S. mail, return receipt requested (postage prepaid); (2) certified U.S. mail, return receipt requested (postage prepaid); or (3) commercially recognized overnight service with tracking capabilities. Notices to Data Trace shall be sent to 200 Commerce, Irvine, California 92602, with a copy to Data Trace's counsel at the same address marked Attention: Legal Department. Notices to Customer shall be sent to the address entered by Customer in the registration information. Notices or communications shall be deemed properly delivered as of the date personally delivered or sent by mail or overnight service.

By accessing the information contained within the Services and clicking "**I Accept**," Customer agrees to be bound by all terms and conditions contained in this Agreement. By clicking "**I Accept**," you assert that you are an authorized agent of Customer with the authority to bind Customer to the terms and conditions contained in this Agreement. If you do not accept the terms and conditions contained herein, you may not use the Services.

I consent to and understand that: (i) The term of my agreement is twelve (12) months commencing on the date I enter into this agreement or as specified in my Order Confirmation (the Initial Term); (ii) After the Initial Term, my agreement will automatically renew for additional successive twelve (12) month terms (Renewal Terms) unless I cancel my account at least thirty (30) calendar days prior to expiration of the Initial Term or the then-current Renewal Term; (ii) I can prevent automatic renewal of my agreement by calling 1-866-377-6639, by emailing dtaccountmanagement@firstam.com, or by providing written notice of termination to 4 First American Way, Santa Ana, California 92707, Attn: DataTree Cancellation, at least thirty (30) calendar days prior to expiration of the Initial Term or the then-current Renewal Term; and (iv) During the Initial Term and all Renewal Terms, I will be charged the fees set forth in my Order Confirmation, including any monthly or annual commitment fees and fees for products or services ordered.