

**IBIS SOFTWARE CORPORATION**  
1901 Central Avenue  
Alameda, CA 94501

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**RMO Software License Agreement**  
**(Light Service Licensee) v 2017**

This software license agreement (the “License Agreement”) between Ibis Software Corporation, a Delaware corporation (“Ibis”), and its heirs or assignees (collectively called “Licensor”) and

\_\_\_\_\_ (“Licensee”) is

dated \_\_\_\_\_, 20\_\_\_\_. Licensee’s contact information is:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Street: \_\_\_\_\_

City, State, ZIP: \_\_\_\_\_

Phone: \_\_\_\_\_

FAX: \_\_\_\_\_

Email: \_\_\_\_\_

**1. Background:** Ibis has developed an online version of the ‘Ibis Reverse Mortgage Originator’ software (hereinafter “IBIS RMO”). Licensees using IBIS RMO will be invoiced by Ibis whose EIN is 94-3349239.

**2. LICENSE:** Licensor hereby grants Licensee a limited, non-exclusive license (the “License”) to use the Licensor’s Online Reverse Mortgage Calculator software (“IBIS RMO”) that will be hosted on an Internet domain website selected by Licensor. Licensee agrees that all title and copyrights in and to IBIS RMO and any copies thereof are owned by Licensor. Licensee agrees to maintain all copyright notices on all copies of IBIS RMO. Licensee agrees that the methodology, calculations, and reports used or performed in IBIS RMO are the intellectual property of Licensor. Licensee agrees to not copy, duplicate, emulate, or reverse engineer IBIS RMO nor to offer, participate, assist, or deal with any parties that do so.

**3. PROPRIETARY PRODUCTS:** The online version of IBIS RMO includes many reverse mortgage products besides the HUD HECM. These other products, commonly known as jumbos, are proprietary to those lenders and investors offering them (the “Vendors”). In order to activate these proprietary products in Licensee’s version of IBIS RMO, Licensee must supply Licensor with written permission from their respective Vendor(s). Vendors wishing to have their proprietary products included in IBIS RMO should contact Licensor for pricing and details. Pricing for inclusion of proprietary products includes development and five years of support.

**4. BROKERS AND CORRESPONDENTS:** Licensee may allow other loan originators, brokers and correspondents working for or with Licensee to utilize IBIS RMO under this License Agreement if they execute the attached Broker and Correspondent addendum requiring each broker or correspondent to expressly agree to be bound by this License Agreement and so long as all Loans close in the name of the Licensee. The required broker and correspondent addendum that must be completed and returned to Licensee is attached as an Addendum hereto (the “Broker Form”). The loan originators, brokers and correspondents shall be notified by the Licensee that Licensee can view, edit, and otherwise manage all clients as the parent organization.

Licensee agrees to provide Licensor with copies of all Broker Forms. If any Loans will be closed in a name other than that of the Licensee, that originator, broker or correspondent must arrange its own license of IBIS RMO.

**5. LICENSOR’S OBLIGATIONS:** Licensor will maintain IBIS RMO, updating interest rates weekly. There are 3,200 U.S. counties in the USA, and the ZIP code lookups that determine the county will be updated by Licensor as necessary.

Licensor will provide Licensee with training and support as follows New Licensees will receive two web-based training sessions -- one for loan officers and back office personnel, and one for user-administrators. Each session can include up to 15 staff members or correspondents of Licensee. Additional training can be arranged as needed and mutually agreed by the Licensor and Licensee.

Licensor shall endeavor to keep IBIS RMO active and available for access via the Internet twenty-four (24) hours a day, and shall correct any access problems or errors in functionality within eight (8) consecutive business hours of Licensee’s initial report of a problem. If at any time during the term of this License Agreement, IBIS RMO is unavailable for more than eight (8) consecutive business hours subsequent to Licensee’s initial problem report, due to failure on the part of Licensor or its web site host (“Host”), Licensee shall be entitled to request only the reimbursement of a prorated share of License Fees paid for the period of failure (and for no other damages). Licensor shall not be liable for failures (collectively “Force Majeure Failures”) due to Internet traffic congestion, communications failure, war or act of war, insurrection, riot or civil commotion, accident, fire, flood or other act of God, act of any governmental authority, judicial action, or technical failure, and any such delay or failure shall not be considered a breach of this License Agreement. As used herein, “business hours” means and refers to the hours between 9:00 a.m. and 6:00 p.m. (Pacific Coast Time) during each Monday through Friday, excluding legal holidays.

Notwithstanding any other clause of this License Agreement, should the period of failure exceed seven (7) consecutive business days (*i.e.* Monday through Friday, but not including legal holidays) for other than Force Majeure Failures, Licensee shall have the right to immediately terminate this License Agreement for cause and, in that event, shall only be entitled to request reimbursement of the prorated balance of License Fees previously paid (and no other damages).

**Insurance:** Licensors shall maintain an insurance policy with coverage in the amount of \$2,000,000. Licensors current policy is with St. Paul - Travelers and includes Commercial General Liability coverage of \$2,000,000, Technical Errors and Omissions Liability coverage of \$1,000,000, and Umbrella Excess Liability Protection coverage of \$1,000,000. Travelers calls the technical coverage 'CyberTech+' and it includes a \$10,000 deductible.

**6. FEES:** Licensee agrees to pay Licensors a fee (the "License Fee") related to the total number of HECM loans that Licensee expects to close each month, plus the number of "IBIS RMO hosted" proprietary reverse mortgages that Licensee closes each month (the "Loans"). The License Fee is Five Hundred Fifty Dollars (\$550.00) per month for the first five (5) Loans plus a declining incremental fee for additional Loans as shown in the tables below:

2017		Ibis RMO Fees		License Fee Examples		
Avg. Loans per Month	Monthly Loans	Monthly Fee	Per Loan	Monthly Loans	Average Price	Monthly License
5 or less	5	\$550		10	\$83.50	\$835
Next 20	25		\$57.00	25	\$67.60	\$1,690
Next 25	50		\$48.00	40	\$60.25	\$2,410
Next 50	100		\$43.00	50	\$57.80	\$2,890
Next 50	150		\$30.00	75	\$52.87	\$3,965
Next 100	250		\$25.00	100	\$50.40	\$5,040
Next 250	500		\$17.00	200	\$38.95	\$7,790
Thereafter			\$14.00	300	\$32.97	\$9,890

Licensee agrees that Licensors may monitor IBIS RMO to track the number of proposal packages, application packages, and closing packages that are ordered.

Each Licensee shall pay the applicable Licensee Fees based upon an estimate provided by the Licensee to Licensors of the average number of Loans that the Licensee believes it will close each month.

If a Licensee estimates that it will close ten (10) or fewer loans per month, it shall pay the License Fee quarterly in advance. A new Licensee will pay the License Fee in advance, prorated over the number of months remaining in the calendar quarter. For example, a Licensee that starts on August 1<sup>st</sup> will pay two-thirds (2/3) of the quarterly License Fee.

If a Licensee estimates that it will close eleven (11) or more loans per month, it shall pay the License Fee monthly in advance. A new Licensee will pay an initial License Fee based on an

estimate of Licensee's monthly production. In subsequent months, the estimate will be based on the actual number of Loans the Licensee closed in the prior month.

Licensee's production of Loans will be monitored at least quarterly, and if the actual production exceeds the monthly estimate, the next month's estimate will be increased accordingly. Upon request, Licensee shall produce to Licensor a statement showing the number of all Loans closed by Licensee for each month during the six-month period immediately preceding the date of such request, regardless of whether the closing documents for such loans were requested using IBIS RMO. Each invoice from Licensor will reflect any changes made to the License Fee or payment schedule based on loan production for previous months, and Licensee shall pay to Licensor the full amount shown on each such invoice on or before the tenth business day following the date printed on the invoice.

NOTE: Though IBIS RMO can be used to feed information to document providers, Licensor acknowledges that Licensee is a software vendor and not a settlement agent.

**New Licensees:** In addition to the initial License Fee, there is a one-time set-up fee of One \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) for new licensees. Licensor will assist Licensee in the initial set-up of IBIS RMO and will provide training as noted above. The set-up fee is payable in advance.

**Light Service:** This License Agreement is for loan originators who do their own underwriting and have a reverse mortgage knowledge base. Those who are either new entrants to the reverse mortgage market space or require assistance in the many nuances of reverse mortgage origination should see the IBIS RMO 'Full Service' license agreement. A Licensee who desires a customization or requests an enhancements to IBIS RMO will, upon written request, be given a dollar estimate by Ibis for the work to be performed. Work will not commence until Licensee has agreed to pay the estimated amount to Ibis.

**Hosting:** If Licensee wishes to host the online version of IBIS RMO and its database on Licensee's server, Licensee shall pay an additional monthly fee for software updating and support (the "Support Fee") equal to Two Thousand Dollars (\$2,000.00) per month. The Support Fee shall be paid annually in advance. In the first year of a License, the Support Fee will be paid in advance with the initial License Fee and one-time setup fee, and will be prorated considering the number of months remaining in the billing period. For example, a License commencing on August 1<sup>st</sup> will pay five/twelfths of the annual Support Fee.

**Escrow:** If Licensee wishes to have the software code held with a third-party escrow provider, Licensor shall cooperate fully so long as (1) the escrow company is acceptable to Licensor, and (2) Licensee pays the escrow costs. Licensor recommends EscrowTech International, Inc. (EscrowTech.com) and believes the cost to be \$895.00 per year.

**Increases:** Licensee acknowledges that the Support Fee and Loan Fees may increase in future years at Licensor's sole discretion, upon notice to the Licensee. Licensor agrees that any such increases will be capped at ten percent (10.0%). The average increase for the last several years has been less than 5.0%.

**7. SERVER ACCESS:** If the online version of IBIS RMO is hosted on the Licensee's server, Licensee agrees to give Licensor log-in rights to a web page in IBIS RMO on Licensee's server that shows the number of proposal packages, application packages, and closing packages that are created by IBIS RMO for the Licensee. In addition, if IBIS RMO is hosted on Licensee's server, Licensee further either (1) shall give Licensor remote access to Licensee's server to deploy and activate software updates, upgrades and patches, as they become available, or (2) shall deploy and activate such software updates, upgrades and patches within one week of receipt of such software updates, upgrades and patches from Licensor or within one week of receipt of notice from Licensor that such software updates, upgrades and patches are available for download and installation. If Licensee fails to give Licensor such access to its server and further fails to so deploy such software updates, upgrades and patches, Licensor (1) will be responsible for no damages of any kind to any person or entity related to any use or installation of IBIS RMO until such software updates, upgrades or patches are deployed and (2) will reserve the right to consider Licensee to be in material breach of the License, which Licensor thereafter may terminate for cause pursuant to Section 8, below.

**8. TERM:** The initial term of this License Agreement shall be for the \_\_\_\_\_ months commencing \_\_\_\_\_ and ending December 31, 20\_\_\_\_ (the "Initial Term"). Subsequent terms shall be full calendar years. This License Agreement will automatically renew each year unless either party provides the other with thirty (30) days written notice prior to the end of the Initial Term or a subsequent calendar year (the "Notice").

If Licensee gives the Notice, Licensee agrees that there will be no refund of fees paid in advance. If Licensor gives the Notice, Licensor will refund prorated License Fees paid in advance by the Licensee.

This License Agreement may be terminated at any time with the mutual written consent of the parties.

Licensor may terminate this License Agreement at any time for cause, in which event Licensor shall not be required to refund any Advance License Fees previously paid. Licensee agrees to destroy or delete all copies of IBIS RMO and related software product when any termination takes effect. As used herein, "Cause" means and refers to conduct giving rise to an allegation that Licensee has breached any of the provisions of this License Agreement to be determined in Licensor's sole discretion.

**9. CONFIDENTIALITY/PRIVACY:** Licensee agrees that all information derived from IBIS RMO or any other Licensor software (the "Software Product") is the confidential and proprietary information and trade secret of Licensor (the "Confidential Information") and shall treat it as such and not use it for purposes other than as contemplated in this License Agreement or make disclosure thereof to any other entity or individual without Licensor's prior written consent. Licensee will use commercially reasonable efforts to keep Licensor's Confidential Information secure.

Licensor agrees that all data of Licensee, including client data, stored in the IBIS RMO database is the confidential and proprietary information of Licensee (the "Confidential Information"). Licensor agrees that it will not use or disclose Licensee's Confidential

Information, other than to track IBIS RMO usage and compliance with the terms of this agreement, nor share Licensee's Confidential Information with any third party. Licensee acknowledges that the IBIS RMO data is stored in a SQL database hosted on a secure server. Licensor will use commercially reasonable efforts to keep Confidential Information secure.

For the purposes of this paragraph, "commercially reasonable efforts" means compliance with the obligations imposed by: (a) Title V of the Gramm-Leach-Bliley Act, 15 U.S.C. §§ 6801 *et seq.*; (b) the applicable federal regulations implementing such act and codified at 12 CFR Parts 40, 216, 332, and/or 573; (c) the Interagency Guidelines; and (d) other applicable federal, state and local laws, rules, regulations, and orders relating to the privacy and security of Customer Information, including without limitation the federal Fair Credit Reporting Act, 15 U.S.C. §§ 1681 *et seq.*, and similar state laws.

**10. COMPLIANCE WITH THE LAW:** If Licensor or Licensee becomes legally compelled (by interrogatories, requests for information or documents, subpoenas, civil investigative demands, applicable regulations or similar processes) to disclose any Confidential Information, it agrees to provide the other with prompt notice of that request(s) so that the other may seek an appropriate protective order or other appropriate remedy and/or waive compliance with the provisions of this License Agreement.

**11. PROPRIETARY RIGHTS INDEMNIFICATION:** Licensor represents and warrants to the Licensee that no item of the Software Product provided under this License Agreement is currently the subject of any litigation known to Licensor, and, to its knowledge, Licensor has all right, title, ownership interest, and/or marketing rights necessary to provide the Software Product to Licensee and that each License, the Software Product and their use hereunder do not and shall not directly or indirectly violate or infringe upon any copyright, patent, trade secret, or other proprietary or intellectual property right of any third party or contribute to such violation or infringement ("Infringement"). Licensor shall indemnify and hold Licensee and its successors, officers, directors, employees, and agents harmless from and against any and all third party demands seeking damages as well as any defense expenses (limited to fees, costs, or expenses of hired or appointed attorneys; the costs of proceedings involved in the suit, including court reporter's, arbitrator's or mediator's fees; and independent expert's or special investigator's fees, costs or expenses) resulting from or arising out of any claims, complaints or causes of action relating to the Software Product (so long as it has not been modified or altered in any fashion by anyone other than Licensor), any breach or claimed breach of the foregoing warranties, or any claim of an Infringement, and Licensor shall defend and settle, at its expense, all suits or proceedings arising therefrom. Licensee shall inform Licensor of any such suit or proceeding against Licensee. Licensor shall control the defense of any such claim or action but Licensee shall have the right to participate in the defense of any such suit or proceeding at its expense and through counsel of its choosing. Licensor shall notify Licensee of any actions, claims, or suits against Licensor based on an alleged Infringement of any party's intellectual property rights in and to any component of the Software Product. In the event an injunction is sought or obtained against use of the Software Product or in Licensee's opinion is likely to be sought or obtained, Licensor shall promptly, at its option and expense, either (i) procure for Licensee the right to continue to use the infringing Software Product as set forth in this License Agreement, or (ii) replace or modify the infringing Software Product to make its use non-infringing while being capable of performing the same function without degradation of performance. In the event Licensor is

unable to provide substitute software in accordance with the provisions of this Section, this License Agreement shall be deemed terminated by Licensor, and Licensee shall be entitled to a prorated share of any License Fees paid in advance.

**12. LIMITATION ON DAMAGES:** Licensor's liability under this License Agreement is limited to the actual, direct damages incurred by Licensee and shall in no event exceed the sum of the amounts paid by Licensee to license IBIS RMO. In addition, to the maximum extent permitted by applicable law, in no event shall Licensor, its licensees, or licensor be liable for any special, incidental, indirect, or consequential damages whatsoever (including, without limitation, damages for loss of business profits, business interruption, loss of business information, or any other pecuniary loss) arising out of the use of, or in any way related to, the accuracy, completeness, or adequacy of the information provided, produced or developed by the software product, or for loss of business inability to use the software product, even if Licensor, its licensees, or licensor has been advised of the possibility of such damages.

Licensee agrees that if IBIS RMO interacts with Document Providers selected by Licensee, any documents produced by such interaction are not warranted by Licensor.

**13. ARBITRATION:** Any controversy or claim arising out of or relating to this License Agreement, or the breach hereof, shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The parties also agree that the AAA Optional Rules for Emergency Measures of Protection shall apply to the proceedings. The arbitration proceedings are to be conducted in the County of San Francisco, State of California, before a single Arbitrator. However, nothing herein precludes Licensor from seeking any injunctive or provisional remedies from a court of applicable jurisdiction.

**14. CALIFORNIA LAW:** The parties hereto agree that their respective legal rights and obligations under this License Agreement shall be governed by the internal laws of the state of California and that any action to enforce this License Agreement, including, but not limited to the filing of any lawsuit (subject to Paragraph 10 above), petition to compel arbitration or pursuit of any provisional remedies shall take place in the County of San Francisco, State of California. Each party irrevocably consents to exclusive jurisdiction of the resolution of any dispute in the County of San Francisco, State of California.

**15. INTEGRATION.** This License Agreement constitutes the entire agreement and understanding of the parties with respect to the transaction contemplated hereby, and supersedes all prior agreements, arrangements and understandings related to the subject matter hereof. No representation, promise, inducement or statement of intention has been made by any of the parties hereto not embodied in this License Agreement or in the documents referred to herein, and no party shall be bound by, or be liable for, any alleged representation, promise, inducement or statements of intention not set forth or referred to herein.

**16. BINDING EFFECT.** All of the terms, covenants, representations, warranties and conditions herein shall be binding upon, and inure to the benefit of, and be enforceable by, the

parties hereto, and their respective successors, assignees and delegates, including, but not limited to, successor corporations.

**17. WAIVER.** This License Agreement may not be amended, modified, superseded or cancelled, nor may any of the terms, covenants, representations, warranties or conditions hereof be waived, except by a written instrument executed by the party against whom such amendment, modification, supersedure, cancellation or waiver is charged. The failure of any party at any time or times to require performance of any provision hereof shall in no manner affect the right at a later time to enforce the same. No waiver by any party of any condition, or of any reach of any term, covenant, representation, or warranty contained herein, in any one or more instances, shall be deemed to be, or be construed as, a further or continuing waiver of any such condition or breach or waiver of any other condition or of any breach of any other term, covenant, representation or warranty.

**18. CONSTRUCTION.** The captions and headings contained herein are for convenient reference only, and shall not in any way affect the meaning or interpretation of this License Agreement. All references in this License Agreement to a "person" mean and refer to natural persons, partnerships, corporations, trusts, associations, governmental agencies and any other entity of any kind whatsoever. Notwithstanding any rule or maxim of construction to the contrary, any ambiguity or uncertainty in this License Agreement shall not be construed against either party based upon authorship of any of the provisions hereof.

**19. COUNTERPARTS AND FACSIMILE SIGNATURES.** This License Agreement may be executed by facsimile signature and executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

**20. ATTORNEYS' FEES.** In the event that any party shall bring an action in connection with the performance, breach or interpretation of this License Agreement, or any action related to the transaction contemplated hereby, the prevailing party in such action, as may be determined by the court or other tribunal having jurisdiction, shall be entitled to recover from the losing party in such action, also as determined by the court or other tribunal having jurisdiction, all actual costs and expenses of such litigation, including attorneys' fees, court costs, costs of investigation, accounting, and other costs reasonably related to such litigation, in such amount as may be determined in the discretion of the court or other tribunal having jurisdiction of such action.

**21. SEVERABILITY.** In the event that any provision hereof is determined to be illegal or unenforceable, such determination shall not affect the validity or enforceability of the remaining provisions hereof, all of which shall remain in full force and effect.

**22. FURTHER DOCUMENTS.** The parties each hereby covenant and agree that, from time to time, after the date hereof, at the reasonable request of any party, and without further consideration, they will execute and deliver such other documents and take such other action as may be reasonably required to carry out in all respects the transactions contemplated and intended by this License Agreement.

**23. NOTICES.** All notices, demands, and other communications required or permitted to be given hereunder shall be deemed to have been duly given and received if in writing and delivered personally or ninety-six (96) hours after deposit in the United States mail, first class, postage prepaid, registered or certified mail, return receipt requested, addressed as set forth on the first page hereto. Any party may change the address to which communications are to be directed by giving written notice to the other parties in the manner provided for herein.

**Licensee:** \_\_\_\_\_

By: \_\_\_\_\_

Print: \_\_\_\_\_

**Ibis Software Corporation**

By: \_\_\_\_\_  
Gerald C. Wagner, its President

**BROKER AND CORRESPONDENT ADDENDUM**

Organization Name: \_\_\_\_\_

Street: \_\_\_\_\_

City, State, ZIP: \_\_\_\_\_

Phone: \_\_\_\_\_

FAX: \_\_\_\_\_

Email: \_\_\_\_\_

We agree that all title and copyrights in and to IBIS RMO and any copies thereof are owned by Ibis Software Corporation (“Ibis”). We agree that that methodology and calculations used in IBIS RMO are the intellectual property of Ibis. We agree to not copy, mimic or otherwise replicate IbisRMO.com nor to offer, participate or deal with any parties that do so.

We understand that we are using IBIS RMO under a License Agreement between Ibis and \_\_\_\_\_ (“Licensee”). We agree that Licensee can terminate our use of IBIS RMO at any time.

We agree that all loans proposed or disclosed using IBIS RMO will close in the name of the Licensee and that if any loans proposed or disclosed using IBIS RMO will be closed in our name or any name other than that of the Licensee, we must arrange our own license of IBIS RMO.

We acknowledge that the Licensee can view, edit, and otherwise manage all clients we enter into IBIS RMO as our parent organization.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Licensee:

Company: \_\_\_\_\_

Authorized Agent: \_\_\_\_\_