IBIS CAPITAL, LLC
NETIREMENT.COM, INC.
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RMO Software License Agreement v 2008

This software license agreement (the "Agreement") between NETirement.com, Inc., a Delaware Corporation (NTC), Ibis Capital, LLC, a California Limited Liability Company (Ibis), or their heirs or assignees (collectively called "Licensors") and

_____ ("Licensee") is

dated _____, 200___. Licensee's contact information is:

Name: _____

Title: _____

Street: _____

City, State, ZIP: _____

Phone: _____

FAX: _____

Email: _____

1. Background: Ibis and its sister company, NTC, have developed an online version of the 'Ibis Reverse Mortgage Originator' PC software. Licensees may use **either** the PC version or the online version (collectively called "IBIS RMO"). Licensees using the PC software will be invoiced by Ibis (EIN 94-3241098). Those using the online software will be invoiced by NTC (EIN 94-3349239).

2. LICENSE: Licensors hereby grant Licensee a limited, non-exclusive license (the "Software License") to use IBIS RMO. The online version of IBIS RMO will be hosted on an Internet domain website selected by Licensors. By signing this Agreement, Licensee also agrees to the terms and conditions of the End User License Agreement (the "EULA"), a copy of which is attached hereto. If there is any conflict between the terms in this Agreement and those in the EULA, the terms of this Agreement shall prevail.

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3. PROPRIETARY PRODUCTS: The online version of IBIS RMO includes many reverse mortgage products besides the HUD HECM and Fannie Mae HomeKeeper. 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 Licensors with written permission from their respective Vendor(s). Venders wishing to have their proprietary products included in IBIS RMO should contact Licensors for pricing and details. Pricing 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 Agreement if they are provided a copy of this Agreement, expressly agree to be bound by this Agreement and so long as all Loans close in the name of the Licensee. 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.

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. A form for brokers and correspondents to complete is attached as an Addendum hereto.

5. LICENSORS' OBLIGATIONS: Licensors will maintain IBIS RMO, updating interest rates weekly. Lending limits available in the 3,200 U.S. counties and the ZIP code lookups that determine the county will be updated by Licensors as necessary.

Licensors 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 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 Licensors 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). Licensors 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 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 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 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).

6. FEES: Licensee agrees to pay Licensors a fee (the "License Fee") related to the total number of HECM and Home Keeper loans that Licensee expects to close each month, plus the number of "IBIS RMO hosted" proprietary loans (the "Loans") that Licensee closes each month. The Pricing Schedule is in the left-hand table below. Pricing is accumulative. For example, if Licensee expects to average 50 loans per month, the monthly License Fee is $450, plus 20 times $40, plus 20 times $35, equals $1,950. Fee examples are in the right-hand table.

2008		Ibis RMO Fees		License Fee Examples		
Avg. Loans per Month	Monthly Loans	Monthly Fee	Per Loan	Monthly Loans	Average Price	Monthly License
10 or less	10	$450		5	$90.00	$450
Next 20	30		$40	10	$45.00	$450
Next 20	50		$35	30	$41.67	$1,250
Next 30	80		$29	50	$39.00	$1,950
Next 70	150		$25	80	$35.25	$2,820
Next 100	250		$17	150	$30.47	$4,570
Next 250	500		$12	250	$25.08	$6,270
Next 500	1000		$8	500	$18.54	$9,270
Thereafter			$6	1,000	$13.27	$13,270

Licensee agrees that Licensors may monitor IBIS RMO to track the number of proposal packages, application packages, and closing packages that are ordered. If the online version of IBIS RMO is hosted on the Licensee's server, Licensee agrees to give Licensors 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.

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 annually in advance. A new Licensee will pay the License Fee in advance, prorated over the number of months remaining in the calendar year (minimum of three (3) months. For example, a Licensee that starts on August 1st will pay five/twelfths (5/12) of the annual License Fee, and a Licensee that starts on November 1st will pay three/twelfths (3/12) of the annual License Fee.

If a Licensee estimates that it will close eleven (11) to thirty (30) 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 using IBIS RMO on August 1st will pay two/thirds (2/3) of the quarterly License Fee.

If a Licensee estimates that it will close more than twenty five (25) 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. Though IBIS RMO can be used to feed information to document providers, Licensor acknowledges that Licensee is a software vendor and not a settlement.

Licensee acknowledges that the posted Pricing Schedule may increase in future years at Licensors' sole discretion, upon notice to the Licensee. For example, at the beginning of 2005, 2006, 2007 and 2008, the rates in the Pricing Schedule were increased by 15%.

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 One Thousand Seven Hundred and Twenty Five Dollars ($1,725.00) 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 and prorated considering the number of months remaining in the billing period. For example, a License commencing on August 1st will pay five/twelfths of the annual Support Fee.

7. TERM: The initial term of this Agreement shall be for the _____ months commencing _____ and ending December 31, ____. Subsequent terms will be full calendar years, and this Agreement will be considered to be in force unless terminated by either party, upon no less than thirty (30) days written notice. If the Licensee terminates this Agreement, Licensee agrees that there will be no refund of fees paid in advance, except as otherwise described in Section 2 of this Agreement. If the Agreement is terminated by Licensors without cause, Licensors will refund prorated License Fees paid in advance by the Licensee. Licensors may terminate this Agreement at any time for cause, in which event Licensors 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 Licensee's breach of any of the provisions of this Agreement, including a breach of the EULA by Licensee or any of its authorized users.

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

Licensors 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"). Licensors agrees that it will not use Licensee's Confidential Information, other than to track IBIS RMO usage, 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. Licensors will use commercially reasonable efforts to keep Confidential Information secure.

For the purposes of this paragraph, "Confidential Information" means 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.

9. COMPLIANCE WITH THE LAW: If Licensors 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 Agreement.

10. PROPRIETARY RIGHTS INDEMNIFICATION: Licensors represents and warrants to the Licensee that no item of the Software Product provided under this Agreement is currently the subject of any litigation known to Licensors, and, to its knowledge, Licensors 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"). Licensors shall indemnify and hold Licensee and its successors, officers, directors, employees, and agents harmless from and against any and all actions, claims, losses, damages, liabilities, awards, costs, and expenses (including legal fees) 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 Licensors), any breach or claimed breach of the foregoing warranties, or any claim of an Infringement, and Licensors shall defend and settle, at its expense, all suits or proceedings arising therefrom. Licensee shall inform Licensors of any such suit or proceeding against Licensee. Licensors 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. Licensors shall notify Licensee of any actions, claims, or suits against Licensors 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' opinion is likely to be sought or obtained, Licensors 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 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 Licensors is unable to provide substitute software in accordance with the provisions of this Section, this License shall be deemed terminated by Licensors, and Licensee shall be entitled to a prorated share of any License Fees paid in advance.

11. LIMITATION ON DAMAGES: To the maximum extent permitted by applicable law, in no event shall Licensors, 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 Licensors, its licensees, or licensor has been advised of the possibility of such damages.

Licensee agrees that if IBIS RMO interacts with a mortgage document provider selected by Licensee, any documents produced by such interaction are not warranted by Licensors.

12. ARBITRATION: The parties hereto agree to arbitrate any dispute arising under this Agreement. The arbitration proceedings shall be conducted in the County of San Francisco, State of California, before a single Arbitrator in accordance with the rules of Commercial Arbitration by the American Arbitration Association provided, however, that nothing herein shall preclude Licensors from seeking any injunctive or provisional remedies from a court of applicable jurisdiction.

13. CALIFORNIA LAW: The parties hereto agree that their respective legal rights and obligations under this Agreement shall be governed by the internal laws of the state of California and that any action to enforce this 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.

14. INTEGRATION. This 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 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.

15. 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 delegatees, including, but not limited to, successor corporations.

16. WAIVER. This 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 breach 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.

17. 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 Agreement. All references in this 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 Agreement shall not be construed against either party based upon authorship of any of the provisions hereof.

18. COUNTERPARTS AND FACSIMILE SIGNATURES. This 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.

19. ATTORNEYS' FEES. In the event that any party shall bring an action in connection with the performance, breach or interpretation of this 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.

20. 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.

21. 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 Agreement.

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22. 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 Capital, LLC

    By: _____
        Gerald C. Wagner, its President

NETirement.com, Inc.

    By: _____
        Gerald C. Wagner, its President

ATTACHMENT

END-USER LICENSE AGREEMENT FOR LICENSORS' CALCULATORS

IMPORTANT READ CAREFULLY: This End-User License Agreement (the "EULA") is a legal agreement between you (either an individual or a single entity) and NETirement.com, Inc. and Ibis Capital, LLC (collectively "Licensors") or a party that has the right to sublicense the software product identified above under a valid license agreement with Licensors and includes computer software and associated media and printed materials (including print-outs generated by the software), and may include online or electronic documentation (the "Software Product"). By installing, copying, or otherwise using the Software Product, you agree to be bound by the terms of this EULA. If you do not agree to the terms of this EULA, you are not authorized to use the Software Product.

Copyright laws and international copyright treaties, as well as other intellectual property laws and treaties protect the Software Product. The Software Product is licensed, not sold.

1. GRANT OF LICENSE. This EULA grants you the following rights:

Use. Licensors grant to you the right to use the Software Product only if you have a signed a valid License Agreement with Licensor. Your license to use the Software Product is limited to a single web server. If you want to use the Software Product on more than one web server, you must have a license Agreement that so allows.

2. RESTRICTIONS.

-- You must maintain all copyright notices on all copies of the Software Product.
-- You may not distribute copies of the Software Product to third parties.
-- You may not allow any third parties to access the Software Product with your User ID.
-- You may not reverse engineer, decompile, or disassemble the Software Product except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation.
-- You may not rent or lease the Software Product to any other party.
-- You may permanently transfer all of your rights under this EULA only with the express written permission of Licensors.

3. TERMINATION. Your rights under this EULA terminate upon the termination of your License Agreement or when the Software Product reaches its encoded expiration date, or without prejudice to any other rights, Licensee or Licensors may terminate this EULA if you fail to comply with the terms and conditions of this EULA. In such event, you must destroy all copies of the Software Product, and if your use of the Software Product is through a server hosted by Licensors, Licensors may remove your log-in privileges.

4. COPYRIGHT. All title and copyrights in and to the Software Product and any copies thereof are owned by Licensors. All title and intellectual property rights in and to the content

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which may be accessed through use of the Software Product is the property of the respective content owner and may be protected by applicable copyright or other intellectual property laws and treaties. This EULA grants you no rights to use such content.

5. CONCEPT. You agree that methodology and calculations used in the Software Product are the intellectual property and a trade secret of Licensors (the CONCEPT). You agree to not copy, mimic or otherwise replicate the CONCEPT nor to offer, participate or deal with any parties that do so. You agree to be held responsible for any damages that Licensors, its licensees and Licensors may incur if you breach this Section 5 and you also agree that this Section 5 shall survive any termination of this EULA or your Software Product license agreement.

6. U.S. GOVERNMENT RESTRICTED RIGHTS. The Software Product is provided with RESTRICTED RIGHTS. Use, duplication, or disclosure by the Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 or subparagraphs (c)(1) and (2) of the Commercial Computer Software Restricted Rights at 48 CFR 52.227-19, as applicable. Manufacturer is NETirement.com, Inc., 2101 Pacific Ave., Suite 701, San Francisco, CA 94115 USA.

7. NO WARRANTY. ANY USE OF THE SOFTWARE PRODUCT IS AT YOUR OWN RISK. THE SOFTWARE PRODUCT IS PROVIDED FOR USE ONLY WITHIN YOUR ORGANIZATION AND ITS WEBSITES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, LICENSORS, THEIR LICENSEES, AND LICENSORS DISCLAIM ALL WARRANTIES AND CONDITIONS, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ACCURACY AND NON-INFRINGEMENT."

8. NO LIABILITY FOR CONSEQUENTIAL DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL LICENSORS 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 Licensors, ITS LICENSEES, OR LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9. LIMITATION OF LIABILITY. THE ENTIRE LIABILITY OF LICENSORS AND YOUR EXCLUSIVE REMEDY UNDER THIS EULA SHALL NOT EXCEED ONE HUNDRED DOLLARS (US$100.00).

10. LIMITATIONS. This Software Product does not foretell the future. It provides estimates and projections based on assumptions about the future, which may not occur. This Software Product does not provide legal, investment, accounting, or other professional advice. You should consult with attorneys and professional advisors for any such advice. This Software Product neither offers nor qualifies anyone for any loan or insurance contract, nor is it represented to be in compliance with applicable law in any state or jurisdiction that you operate in. You should not use, act or rely on the Software Product without seeking the advice of an attorney licensed to practice law in the jurisdiction in which the Software Product is used.

11. MISCELLANEOUS. This EULA is governed by the laws of the State of California, USA. Should you have any questions concerning this EULA, or if you desire to contact Licensors for any reason, please write:

Ibis Capital, LLC, 2101 Pacific Ave., Ste. 701, San Francisco, CA 94115 USA
NETirement.com, Inc., 2101 Pacific Ave., Ste. 701, San Francisco, CA 94115 USA

YOUR ACCEPTANCE OF THE FOREGOING AGREEMENT BEFORE ANY USE OF THIS SOFTWARE PRODUCT WAS INDICATED ON YOUR FIRST LOG-IN.

BROKER AND CORRESPONDENT ADDENDUM

Organization Name: _____

Street: _____

City, State, ZIP: _____

Phone: _____

FAX: _____

Email: _____

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: _____

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