

Subordinated Use Agreement

This Subordinated Use Agreement (the "SUA") is entered into on _____, 20____, by and between _____ ("Financial Institution") and _____ ("Customer"). This SUA forms the terms under which Financial Institution may offer Customer access to and use of QuantumReverse, Inc. Software and Services (QR Services).

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each Party, the Parties hereto agree as follows:

Definitions

1. **Credentials.** "Credentials" means the unique combination of username and password necessary to log into the QR Services, and may include additional authentication steps as determined appropriate by Financial Institution.
2. **Customer.** "Customer" means a Party who has entered into a SUA with Financial Institution as a sub-licensee.
3. **Financial Institution.** "Financial Institution" means a Party who has a Software License Agreement with QuantumReverse to use QR Services in connection with originating reverse mortgages.
4. **Software.** The "Software" is defined as QuantumReverse's reverse mortgage origination platform, including the primary website on which QR Services are offered, QuantumReverse.com, as well as any other websites or technologies owned and controlled by QuantumReverse and related to the handling and origination of reverse mortgages and related services.
5. **Users.** "Users" are Customer's W-2 employees who have been issued valid Credentials and who are authorized to use QR Services.

Customer Use of QR Services

Provided that Customer accepts the terms of this SUA, as it may be amended from time to time, and accepts all other documents required by Financial Institution to undertake loan origination with Financial Institution, Financial Institution grants to Customer (and Customer accepts) a non-exclusive, non-transferable right for its Users within the fifty (50) United States of America and Puerto Rico, to access and use QR Services to:

1. Enter data into the Software;
2. Generate loan documents (except that Customer shall not close loans or use the Software to draw closing documents);
3. Generate reports through the Software;
4. Download and store reports for a period not to exceed one year;
5. Provide reports to third parties as permitted in accordance with this SUA;

6. Create Credentials and assign access rights (except those rights associated with loan closing roles). Customer is solely responsible for setting, validating, monitoring, and changing all its Users' Credentials as needed;
7. Deactivate or change any User previously authorized to access QR Services; and
8. Input, modify and delete other necessary information to allow Users to use QR Services.

Subject to the terms of this SUA and subject to the applicable Terms and Conditions contained in the Software License Agreement ("SLA") Terms and Conditions between QuantumReverse and Financial Institution, which can be found at <https://quantumreverse.com/slaterms>, QR Services may be accessed from any computer and used only in strict compliance with the additional terms set forth below. Should a conflict arise between the SLA Terms and this SUA, the SLA Terms shall supersede the SUA.

Occasionally, the Software or its documentation may be modified. Customer agrees for itself and its Users that it and they are bound by the terms of this SUA as to any and all such modifications, including the look and feel of the Software and all Intellectual Property rights appurtenant thereto. Customers must use the Software as it is provided and may not alter or enhance it in any way.

Restrictions on Use of QR Services

Customer will not allow anyone to use or access QR Services except in accordance with this SUA.

Customer shall not interfere or attempt to interfere or disrupt the operation of QR Services. Customer must use all commercially reasonable efforts to prevent harmful code that would or may disrupt the proper operations of QR Services. Customer is responsible for installing security patches, malware protection, and enforcing other reasonable security measures on its Users' systems. Customer is responsible for securely maintaining its User passwords and access information, and setting appropriate security policies for its Users. Customer must keep all documents, reports, and other data downloaded from QR Services stored securely.

Customer may use QR Services only with respect to those loans which Financial Institution (or another approved financial institution approved by QuantumReverse) will provide the loan funds to the borrower (whether directly or indirectly) if the loan closes. Financial Institution must draw closing documents and perform the loan closing.

Customer must not sell, lend, license, redistribute, or otherwise transfer any data obtained from QR Services to any third party, whether in the original or a modified format, or use data for anything other than its internal purposes, such as (a) collecting information about potential borrowers considering originating a reverse mortgage through the Financial Institution or b) any entities Financial Institution needs to work with in order to close the loan or sell it after closing.

Customer may never provide reports to another financial institution for the purpose of enabling that institution to close a loan.

Customer Responsibility to Review Data

Customer is responsible for knowing and adhering to applicable federal and state laws and regulations. If there is an issue which may impact compliance or adherence to any law or regulation known to Customer, Customer must promptly report it to Financial Institution.

QuantumReverse is committed to providing minimum performance times which conform with the industry standard. QuantumReverse makes no guarantees regarding minimum performance times and will not be liable if for any reason all or part of the Software is unavailable for any time period. Customer agrees that software is inherently complex and cannot be entirely without bugs and mistakes, particularly software which uses various data sources to function. QuantumReverse is not responsible for any bug, incorrect implementation or incorrect interpretation of rules, regulations, laws, or guidelines in the Software.

Customer is solely responsible for the output of the Software which is input by its Users. Therefore, Customer agrees to review all output and validate its accuracy and compliance with applicable law. Customer will report any bug or error in the Software as soon as possible. Customer also agrees to configure and back up its computer system environment to prevent its business interruption, loss of data, or other loss or damage.

Compliance with Applicable Laws

Customer agrees for the benefit of Financial Institution and the owner of the QR Service that Customer and its Users shall comply with the Gramm-Leach-Bliley Act, as well as all other applicable statutes and regulations, with respect to all customer and borrower information and other data provided to or received through QR Services. Customer shall not take any action in connection with its use of QR Services which could be reasonably expected to subject QuantumReverse to any regulatory, reporting, record-keeping, notice or filing requirements under the laws of the United States, or any of the States comprising the United States.

Any reverse mortgages brokered through or at the direction of Customer are solely between Financial Institution, Customer, and its borrowers. QuantumReverse provides Software tools and products which facilitate Customer's and Financial Institution's reverse mortgage business, but as the owner of QR Services, QuantumReverse does not directly interact with borrowers, give investment advice, give legal advice, act as an intermediary or advertiser, advocate for any particular product or control which products are offered to the borrower. Therefore, it is explicitly agreed that QuantumReverse is not a party to any mortgage transaction, and Customer's use of QR Services cannot make QuantumReverse a party to any mortgage transaction.

Legal Disclaimer

Customer hereby acknowledges and agrees that QuantumReverse employees do not practice law, do not provide compliance services upon which Customer may exclusively rely, nor provide legal advice on mortgage lending topics or loan document content, calculations, or otherwise.

Proprietary Rights

Customer agrees that QR Services and content are protected by copyright, trademarks, and/or other proprietary rights and laws. Nothing in these terms grants Customer a right or license to copy, transmit, display, create derivative works, or otherwise use the Software or content owned or controlled by QuantumReverse. Without QuantumReverse's express written permission, Customer may not remove any notices or disclaimers related to QR Services.

QuantumReverse is the sole owner of the code, logic, data structure, screens, interfaces, documentation, look and feel of the content, display format, applications and all components thereof which comprise the Software.

Any rights not explicitly granted to Customer are reserved to QuantumReverse as the owner of the Software and QR Services. By entering into this SUA, Customer does not become the owner of QR Services or QuantumReverse's Intellectual Property.

Customer may not remove disclaimers of trademark, copyright, patents or other rights from QR Services, including any documents or reports created by QR Services.

Customer agrees that QuantumReverse has the right to collect and analyze data Customer enters into QR Services, but only for the purposes of supporting customers, providing technical support, improving product quality, and any other similar use QuantumReverse determines is reasonable. QuantumReverse will never release Customer data to third parties unless the data has been obfuscated such that its Users cannot be identified. Furthermore, Customer agrees that Financial Institution or Customer may submit data to third parties in the normal course of business, and that such transmissions of data in typical business dealings (such as, but not limited to, retrieving a credit report or sending an investor loan data) are permitted.

Limited Warranty

Customer acknowledges that technology is, by its nature, prone to errors, design flaws, or other problems and may not be fully functional in all respects. Customer also acknowledges that its use of the Software or related services may result in unexpected results, loss of data, project delays, or other unpredictable damage or loss.

EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, NEITHER QUANTUMREVERSE NOR FINANCIAL INSTITUTION MAKES ANY REPRESENTATIONS OR

WARRANTIES, EXPRESS OR IMPLIED, REGARDING USE OF OR RELIANCE ON THE TECHNOLOGY OR ITS OUTPUT. THE TECHNOLOGY AND OUTPUT OF THE TECHNOLOGY ARE PROVIDED "AS IS." THE WARRANTIES AND REMEDIES SET OUT IN THIS AGREEMENT ARE EXCLUSIVE AND IN SUBSTITUTION FOR, AND CUSTOMER HEREBY WAIVES, RELEASES, AND DISCLAIMS ALL OTHER WARRANTIES, OBLIGATIONS, AND LIABILITIES OF QUANTUMREVERSE AND FINANCIAL INSTITUTION, AND ALL OTHER REMEDIES, RIGHTS AND CLAIMS, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, WITH RESPECT TO ANY DEFECT, DEFICIENCY, DATA ACCURACY, OR NONCONFORMITY IN THE OUTPUT, TECHNOLOGY, DOCUMENTATION OR ANYTHING ELSE FURNISHED UNDER THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY (A) IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE; (B) IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE; (C) OBLIGATION, LIABILITY, RIGHT, REMEDY OR CLAIM IN TORT, NOTWITHSTANDING ANY FAULT, NEGLIGENCE, STRICT LIABILITY OR PRODUCT LIABILITY OF QUANTUMREVERSE (WHETHER ACTIVE, PASSIVE, OR IMPUTED); AND (D) CLAIM OF INFRINGEMENT. NEITHER QUANTUMREVERSE NOR FINANCIAL INSTITUTION WARRANTS THAT OPERATION OF OR USE OF THE TECHNOLOGY OR OUTPUT WILL BE UNINTERRUPTED, ERROR-FREE, OR ENTIRELY SECURE. CUSTOMER BEARS ALL RISK ASSOCIATED WITH ANY USE OF THE INTERNET OR OTHER MEANS OF COMMUNICATION OR DATA TRANSMISSION BY OR ON CUSTOMER'S BEHALF UNDER THIS AGREEMENT.

Further Disclaimers

The content available through the Software is the property of QuantumReverse and is protected by copyright and other intellectual property laws. The Software may provide access to facts, views, opinions and recommendations of individuals and organizations deemed of interest. QuantumReverse does not guarantee the accuracy, completeness or timeliness of, or otherwise endorse, these facts, views, opinions or recommendations, give tax, financial or investment advice, or advocate the purchase or sale of any security, investment, mortgage, reverse mortgage, or other financial product. Any opinions, advice, statements, services, offers, or other information or content expressed or made available by third parties, including but not limited to any other website or service, are those of the respective author(s) or distributor(s). QuantumReverse neither endorses nor is responsible for the accuracy or reliability of any opinion, advice or statement made through QR Services by anyone other than QuantumReverse authorized employee spokespersons while acting in their official capacities.

Under no circumstances will QuantumReverse or Financial Institution be liable for any loss or damage relating to Customer's use of information obtained through the Software. It is Customer's sole responsibility to evaluate the accuracy, completeness or usefulness of any information, opinion, advice or other content available through the technology. Please seek the advice of professionals regarding the evaluation of any specific information, opinion, advice or other content obtained through QR Services.

Limitation of Liability

The Limitations of Liability set forth in the Software Licensing Agreement Terms and Conditions between QuantumReverse and Financial Institution extend to this SUA and shall be enforced to the maximum extent of the law.

Indemnification

Customer agrees to indemnify, defend, and hold harmless QuantumReverse and Financial Institution and their respective officers, directors, employees, contractors, agents, successors, and assigns (each such party being an "Indemnified Party") from and against all claims, liabilities, demands, judgments, awards, actions, expenses, losses, damages, costs (including but not limited to reasonable legal costs) or fees arising from or incurred as a result of any of the following: (a) Customer's activities in connection with the use of QR Services; (b) any violation of these Terms by Customer; (c) any allegation that anything Customer transmits in connection with QR Services infringes or otherwise violates QuantumReverse's Proprietary Rights or other rights of any third party, such as, but not limited to, Financial Institution.

Termination

Customer, Financial Institution, or QuantumReverse may each terminate Customer's access to use QR Services at any time, without prior notice and without cause.

If Customer terminates the SUA, Customer agrees to promptly destroy User IDs, passwords, and any data required to use QR Services. Customer agrees to terminate the SUA immediately if Customer is unauthorized or is otherwise unable to do business in a given state.

If either QuantumReverse or Financial Institution terminates the SUA, the terminating party shall promptly disable Customer access to QR Services.

QuantumReverse as Third Party Beneficiary

QuantumReverse, as the owner of QR Services, is a third party beneficiary of this SUA, and accordingly may enforce the terms and receive the benefits thereof as if it were a Party.

Amendments

This SUA can be amended by Financial Institution by providing Customer with a written amendment, specifying 1) an intent to amend; and 2) the section(s) to be amended. Amendments are effective on the date specified and Customer has 10 business days from the date the proposed amendment was received to respond to it. Failure to do so and continued use

of QR Services constitutes acceptance by Customer, even if Customer did not formally provide a written response.

Severability

If any of the provisions of this SUA are deemed to be invalid or unenforceable for any reason, the invalid portion of the SUA shall not affect the validity or enforceability of the rest of the SUA.

Governing Law

This SUA is governed by the State laws where Financial Institution's headquarters are located.

Entire Agreement

This SUA, together with any other documents specified herein, represent the complete agreement between Financial Institution and Customer regarding the use of QR Services.

On Behalf of Financial Institution

By: _____

Print Name: _____

Title: _____

On Behalf of Customer

By: _____

Print Name: _____

Title: _____