

FI Click-Wrap Software License Agreement

This Click-Wrap Software License Agreement, (this Agreement”), is a binding contract between Ginicoe Corporation, organized and existing under the laws of the State of Ohio, with its principal office located at P.O. Box 12521, East Cleveland, Ohio 44112 referred to herein as Licensor, whereas enterprise named _____

Organized and existing under the laws of the State of _____
With its principal office located at _____

and said branch/office/department/agency/unit/subsidiary intending to download located at _____
_____ as No. _____

Intending to download, install or otherwise use the Software, hereinafter referred to as Licensee.

LICENSOR PROVIDES THE SOFTWARE SOLELY ON THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT AND ON THE CONDITION THAT LICENSEE ACCEPTS AND COMPLIES WITH THEM. BY CLICKING THE *ACCEPT* BUTTON BELOW, AND/OR BY DOWNLOADING, INSTALLING OR OTHERWISE USING THE SOFTWARE LICENSEE;

A. ACCEPTS THIS AGREEMENT AND AGREES THAT LICENSEE IS LEGALLY BOUND BY ITS TERMS; AND

B. REPRESENTS AND WARRANTS THAT:

I. IF AN INDIVIDUAL, LICENSEE IS 18 YEARS OF AGE OR OLDER; AND

II. LICENSEE HAS THE RIGHT, POWER AND AUTHORITY TO ENTER INTO THIS AGREEMENT AND BIND LICENSEE TO ITS TERMS.

C. IF LICENSEE DOES NOT AGREE TO THE TERMS OF THIS AGREEMENT, LICENSOR WILL NOT AND DOES NOT LICENSE THE SOFTWARE TO LICENSEE AND LICENSEE MUST NOT DOWNLOAD, INSTALL, OR USE THE SOFTWARE OR DOCUMENTATION.

1. Definitions. For purposes of this Agreement, the following terms have the following meanings:

A. Contributory Negligent means if a person was injured or killed or if a property damage or wrongful death insurance claim is triggered for damages

or if a civil suit or criminal action is filed in part due to the municipality, public official, individual, or business' acts of violence in their official or individual capacity's own negligence with respect to municipal bond underwriting where the overall legitimate business purpose is racially integrated housing intended to reduce macroprudential risk, market risk, social risk, political violence risk, and insurance risk exposure to the municipal bond underwriter.

- B. Documentation** means all documentation and other materials related to the software and provided by Licensor, including user manuals, help files and any other instructions, specifications, documents, and materials, that describe the functionality, installations, testing, operation, use, maintenance, support, technical features, or requirements of the Software.
- C. Intellectual Property Rights** means any and all intellectual property or proprietary rights, trademarks, copyrights, Corporate Logo, Corporate Tag Line, Slogan, Phrase, Made-up Word, image, throughout the world, including all: (i) patent rights (including patent application and disclosure in either issued or pending status); (ii) registered and unregistered copyrights (including rights in software, including in source code and object code); (iii) registered and unregistered trademark rights; and (iv) trade secret rights.
- D. License** has the meaning set forth in **Section 2**.
- E. Licensee** has the meaning set forth in the preamble.
- F. Licensor** has the meaning set forth in the preamble.
- G. Person** means an individual, corporation, partnership, joint venture, limited liability company, governmental authority, unincorporated organization, trust, association, or other entity.
- H. Software** means the software program used by or in development by Licensor referred to as “The Anti-Fraud SoJOR” as developed by or for Licensor, and any updates, upgrades, enhancements, releases, improvements, and any other adaptations or modifications made to “The Anti-Fraud SoJOR” (which may contain, among other things, error corrections or other changes to the functionality, compatibility, capabilities, performance, efficiency, market conditions, or quality of “The Anti-Fraud SoJOR”), whether or not owned by Licensor. Licensor is not obligated to update, upgrade, enhance or improve the Software.
- I. SoJOR** means Social Justice Outerchange Rating. Developed by Licensor comprised of 4 components: (i) Housing (ii) Positive Conversation (iii) Self-

identified gender (iv) Income of the borrower where the overall legitimate business purpose is racially integrated housing intended to reduce macroprudential risk, market risk, social risk, political violence risk, and insurance risk exposure to the FI.

J. Term has the meaning set forth in **Section 9**.

K. Third Party means any Person other than the Licensee or Licensors.

L. Third Party Licenses has the meaning set forth in **Section 3**.

M. Triggering Event meaning the First Notice of a Claim filed against any State, U.S. territory, any political subdivision of a State, one or more political subdivisions of a State, or a State and one or more of its political subdivisions, by any agency, department, office, authority, or other instrumentality of a State, any political subdivision of a State, one or more political subdivisions of a State, or a State and one or more of its political subdivisions, entire MSA or CRA LMI assessment area or by any other entity eligible to issue bonds the interest on which is excludable from gross income under section 103 of the Internal Revenue Code of 1986 **DUE TO:** terrorism, riots, mob violence, coups, insurrection, civil wars, international wars, blockades of medical, food, or political expression by way of land, water, air, or technology; loss of life, trade barriers, regressive taxes, political elections that may change the ruling government, of which the underlying grounds is the unfinished business of racism or the concentration of power against PLAHNET52.

Domestic conflict to end housing segregation necessarily demands equal sharing of power, resources, and responsibility and necessarily challenges the legitimacy of institutions outlined in this Agreement on social, economic, and political grounds *per occurrence of a specific event to run consecutively as in the case of an additional event or occurrence where the next five (5) bond issuances per event having been approved by the convening authority imperatively MUST lead to a bond downgrade by rating agencies and/or bond underwriters down from investment grade to speculative*. This framework is designed to compel the ruling class, majority, affluent, investors, and elected officials to change their behavior and to end segregated housing in apartheid America.

- 2. License Grant and Scope.** Subject to and conditioned upon Licensee's strict compliance with all of the terms and conditions set forth in this Agreement, Licensors hereby grants to Licensee a non-exclusive, non-transferable, non-sublicensable limited license (hereinafter, the **License**) during the Term to:

A. Use the Software and Documentation, solely as set forth in this Section 2 and subject to all of the conditions and limitation set forth in Section IV or elsewhere in this Agreement. This license grants Licensee the right to use the Software principally to provide access to Licensee's eligible end users seeking to improve KYC concurrently with reducing income inequality to close the race wealth gap by racially integrating housing through home ownership to eligible end users and their legal and other representatives acting on their behalf (the Permitted Use).

B. The Parties expressly acknowledge and consent to Licensee acting in the multiple roles of Financial Institution and as a municipal bond underwriter, Licensee agrees to structure the bond issuance with the issuer to include social political violence risk structured as negative and positive covenants as outlined below that may affect the yield as follows:

C. MUNICIPAL BOND ISSUER INDENTURE OF NEGATIVE COVENANTS

Municipal Issuer agrees that Mob violence or conspiratorial violence (emphasis supplied re: 'violence' and not necessarily on 'mob') incited by a municipality, public official, individual, or business in their official or individual capacity that upsets the population balance between P52 and European-Americans (EA) either expressly or indirectly or causally thereby affecting P52 segregated housing issues, P52 integrated housing issues, gentrification issues, or some facsimile thereof involving P52 e.g. labor, education, voting, investments, etc. where the municipality, public official, individual, or business, in their official or individual capacity, had knowledge or contributory negligence that the violence was in progress shall be responsible to invoke the Ginicoe Bond Risk Rating Point positive covenants as spelled out below.

D. MUNICIPAL BOND ISSUER INDENTURE OF POSITIVE COVENANTS

Municipal issuer agrees that once above negative covenants occur in part or in whole that FI creditor underwriter will impose the following positive covenant as the Ginicoe Point System during new issuances, refinancing or refunding, reissuances, Chapter 9 bankruptcy, forward delivery, or Cinderella bonds and to disclose same in marketing plans, disclosures, and presentations to investors:

- First violation of negative covenant results in a downgrade to Upper Medium grade for 6 months.
- Second violation of negative covenant within 2 years from first violation results in a downgrade to investment grade for 12 months.
- Third violation of negative covenant within 2 years from second violation results in a downgrade to speculative grade for 18 months.

- Fourth violation of negative covenant within 2 years from third violation results in a downgrade to junk for 2 years.
- E. Violators are provided a grace period of 3 months commencing from the triggering event to remedy the violation. E.g. Voluntarily consent decree, confirmed commitment to racially integrating housing, labor, education, voting, investments or some facsimile thereof. If not corrected, creditors are entitled to announce default and demand immediate repayment of principal and any accrued interest.
- F. **FAILURE OF FI UNDERWRITER TO ENFORCE**
Failure of the FI creditor underwriter to enforce these covenants may result in remittance of 3x the loss back to Ginicoe members less any attorney expenses, administrative expenses, Court fees, and related expenses.
- G. The loss formula will be calculated based on the amount of economic damages then multiplied by a factor based on the severity of the injury.
- H. Use and run the Software as property installed in accordance with this Agreement and the Documentation, and solely for Licensee's internal business purposes.

3. Third-Party Software.

- A. The Software may include software, content, data or other materials, including related documentation, that are owned by Persons other than Licensor and that are provided to Licensee on terms that are in addition to and/or different from those contained in this Agreement (Third-Party Licenses).
- B. This License and Licensee's use of the Software is subject to such Third Party Licenses.
- C. Licensee is bound by and shall comply with all Third-Party Licenses. Any breach by Licensee of any Third-Party License shall be the sole responsibility of Licensee and will not affect this Agreement.

4. Use Restrictions. Licensee shall not, directly or indirectly:

- A. Use (including make any copies of) the software or Documentation beyond the scope of this Licensee;

- B. Permit any other person (other than its own users) to use the Software or Documentation;
 - C. Modify, translate, adapt or otherwise create derivative works or improvements, whether or not patentable, of the Software or Documentation or any part thereof;
 - D. Reverse engineer, disassemble, decompile, decode or otherwise attempt to derive or gain access to the source code of the Software or any part thereof;
 - E. Remove, delete, alter or obscure any trademarks or any copyright, trademark, patent or other Intellectual Property Rights notices from the Software or Documentation, including any copy thereof;
 - F. Except as contemplated by this License, copy the Software or Documentation, in whole or in part;
 - G. Use the Software or Documentation in violation of any foreign, federal, State, or Local law, regulation or rule; or
 - H. Use the Software or Documentation for purposes of the development of a competing software product or service or any other purpose that is to the Licensor's commercial disadvantage.
5. **Responsibility for Use of Software.** Licensee is responsible and liable for all uses of the Software through access thereto provided by Licensee, directly or indirectly. Specifically, and without limiting the generality of the foregoing, Licensee is responsible and liable for all actions and failures to take required actions with respect to the Software by its own users or by any other person to whom Licensee may provide access to or use of the Software, whether such access or use is permitted by or in violation of this Agreement.
6. **Maintenance and Support.** This License does not entitle Licensee to any maintenance or support services with respect to the Software.
7. **Collection and Use of Information.** Licensee acknowledges that Licensor may, directly or indirectly through the services of Third Parties, collect, use and store information regarding Licensee's use of the Software to improve the performance of, or develop updates to, the Software.
8. **Intellectual Property Rights.**


- A.** Licensee acknowledges and agrees that the Software and Documentation are provided under license, and not sold, to Licensee. Licensee does not acquire any ownership interest in the Software or Documentation under this Agreement, or any other rights thereto other than to use the same in accordance with Licensee, and subject to all of the terms, conditions and restrictions under this Agreement. Licensors (and its agents and service providers) reserve and shall retain their entire right, title and interest in and to the Software and Documentation and all Intellectual Property Rights arising out of or relating to the Software and Documentation, except as expressly granted to the Licensee in this Agreement.
- B.** Licensee shall safeguard all Software and Documentation (including all copies thereof) from infringement, misappropriation, theft, misuse or unauthorized access. Licensee shall promptly notify Licensors if Licensee becomes aware of any infringement of the Licensors' Intellectual Property Rights in the Software or Documentation and Fully cooperate with Licensors in any legal action taken by Licensors to enforce its Intellectual Property Rights.

9. Terms for Mortgage Unit of the FI

- A.** You agree to waive The Garn St.-Germain Act of 1982 enforcement of a due-on-sale clause and to honor all VA, FHA, Agriculture mortgages for conventional or jumbo assumable mortgages and you further agree to forgo due of sale or accelerated clause payment in full if a property changes hands that will lead to both parties earning a higher overall total SoJOR score.
- B.** You agree to lower by 1% = 100 basis point = .0100 the prevailing mortgage interest rate for a 30yr fixed conventional loan and offer and apply the lower rate to all Ginicoe consumers who after their move will earn Platinum Excelsior 781 or higher SoJOR score.
- C.** You agree to lower by 0.25% = 25 basis point = .0025 the prevailing mortgage interest rate for a 30yr fixed conventional loan and offer and apply the lower rate to all Ginicoe consumers who after their move will earn Diamond 661 – 780 SoJor score.
- D.** You agree to lower by 0.15% = 15 basis point = .0015 the prevailing mortgage interest rate for a 30yr fixed conventional loan and offer and apply the lower rate to all Ginicoe consumers who after their move will earn Gold 601-660 SoJor score.
- E.** You agree to lower by 0.05% = 5 basis point = .0005 the prevailing mortgage interest rate for a 30yr fixed conventional loan and offer and apply the lower rate to all Ginicoe consumers who after their move will earn Silver 501-600 SoJor score.
- F.** You agree to publicly post or display on your website, brochures, real estate broker

and agent training and all related advertising that your affordable loan requirements to include: "SoJOR forward looking social justice profile above xxx"

- G.** You agree to enhance the image and social status of ginicoe members associated with the score range similar to tiers. The higher the range, the better the benefits. For Example:

Platinum	781-850		Free moving truck up to 100 miles.
Diamond:	661-780		Preferred lending terms as outlined in
Gold	601-660		para a-e above of lower interest rates, perhaps
Silver	501-600		suppllicated with higher credit limits,
Bronze	300-500		and more flexible repayment options.

- H.** You agree to transact all mortgage activity through the Licensor's software and in return accept Non-Interest Income (NII) also known as cashback rewards per transaction based on the borrower-consumer's SoJOR as publicly displayed on the pricing page situated at <https://ginicoe.com/page/prices>
- I.** This Agreement and the License shall remain in effect unless terminated as set forth herein (the Term).
- J.** Licensee may terminate this Agreement by ceasing to use and destroying all copies of the Software and Documentation.
- K.** Either party may, upon written notice to the other party, terminate this Agreement for material breach, provided that such material breach is not cured within 45 number of days following receipt of such notice.
- L.** Upon expiration or earlier termination of this Agreement, the Licensee shall also terminate, and Licensee shall cease using and destroy all copies of the Software and Documentation.
- M.** Notwithstanding any expiration or termination of this Agreement, any provisions of this Agreement which by their terms are intended to survive expiration or termination of this Agreement shall so survive and continue in full force and effect.
- N. Warrant Disclaimer. THE SOFTWARE AND DOCUMENTATION ARE PROVIDED TO LICENSEE AS /S AND WITH ALL FAULTS AND DEFECTS AND WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, LICENSOR, ON ITS OWN BEHALF AND ON BEHALF OF ITS AFFILIATES AND ITS AND THEIR RESPECTIVE AGENTS AND SERVICE PROVIDERS, EXPRESLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATURORY OR**

OTHERWISE, WITH RESPECT TO THE SOFTWARE AND DOCUMENTATION, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND WARRANTIES THAT MAY ARISE OUT OF THE COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OR TRADE PRACTICE. LICENSOR PROVIDES NO WARRANTY OR UNDERTAKING, AND MAKES NO REPRESENTATION OF ANY KIND THAT THE SOFTWARE WILL MEET THE LICENSEE'S REQUIREMENTS, ACHIEVE ANY INTENDED RESULTS, BE COMPATIBLE OR WORK WITH ANY OTHER SOFTWARE, APPLICATIONS, SYSTEMS, OR SERVICES, OPERATE WITHOUT INTERRUPTION, MEET ANY PERFORMANCE OR RELIABILITY STANDARDS OR BE ERROR FREE OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED.

O. Limitation of Liability. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW:

- 1. IN NO EVENT WILL LICENSOR OR ITS AFFILIATES, OR ANY OF ITS OR THEIR RESPECTIVE AGENTS OR SERVICE PROVIDERS, BE LIABLE TO THE LICENSEE OR ANY THIRD PARTY FOR ANY USE, INTERRUPTION, DELAY OR INABILITY TO USE THE SOFTWARE, LOST OF REVENUE OR PROFITS, DELAYS, INTERRUPTIONS OR LOSS OF SERVICE, BUSINESS OR GOODWILL, LOSS OR CORRUPTION OF DATA, LOSS RESULTING FROM SYSTEM OR SYSTEM SERVICE FAILURE, MALFUNCTION OR SHUTDOWN, FAILURE TO ACCURATELY TRANSFER, READ OR TRANSMIT INFORMATION, FAILURE TO UPDATE OR PROVIDE CORRECT INFORMATION, SYSTEM INCOMPATIBILITY OR PROVISION OF INCORRECT COMPATIBILITY INFORMATION OR BREACHES IN SYSTEM SECURITY, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES, WHETHER ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT LICENSOR WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**
- 2. IN NO EVENT WILL LICENSOR'S AND ITS AFFILIATES, INCLUDING ANY OF ITS OR THEIR RESPECTIVE LICENSORS AND SERVICE PROVIDERS, COLLECTIVE AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED ONE-HUNDRED DOLLARS (\$100.00).**

3. THE LIMITATION SET FORTH IN THIS SECTION 11 SHALL APPLY EVEN IF THE LICENSEE'S REMEDIES UNDER THIS AGREEMENT FAIL THEIR ESSENTIAL PURPOSE.

P. Confidentiality. Each party agrees to use commercially reasonable efforts to maintain the confidentiality of any confidential information of the other party that is obtained pursuant to this Agreement consistent with the efforts such party uses to protect its own confidential and trade secret information of like importance, and shall take all reasonable steps to ensure that such confidential information is not disclosed or distributed by its employees or agents to third parties not subject in writing to any agreement to protect such confidential information. Each party agrees that the Software and Documentation shall be deemed confidential information of Licensor.

Q. No Legal Advice. The Software may provide information concerning potential legal issues, but it is not a substitute for legal advice from qualified counsel. At no time does Licensor review information for legal sufficiency, draw legal conclusions, provide legal advice, opinions or recommendations about anyone's legal rights, remedies, defenses, options, selection of forms, or strategies. Use of the Software does not create any fiduciary relationship between Licensee and Licensor. The accuracy of the Software is neither warranted nor guaranteed and Licensee uses the Software at its own risk. Documents created using the Software may require consultation with an attorney prior to execution or filing. Use of the Software for the benefit of another if Licensee is not licensed to practice law may subject Licensee to civil and criminal penalties for the unauthorized practice of law.

R. Miscellaneous.

1. The relationship between Licensee and Licensor established by this Agreement is that of independent contractors. No joint venture or partnership is established by this Agreement. Neither party is the agent, broker, partner, employee, or legal representative of the other for any purpose.
2. All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given: (i) when delivered by hand (with written confirmation of receipt); (ii) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (iii) on the date sent by facsimile or e-mail of a PDF document if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (iv) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the

respective Parties at the addresses as may be designated by a party from time to time.

3. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
4. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. All schedules referred to herein shall be construed with, and as an integral part of, this Agreement to the same extent as if they were set forth verbatim herein.

R. Severability. The invalidity of any portion of this Agreement will not and shall not be deemed to affect the validity of any other provision. If any provision of this Agreement is held to be invalid, the Parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both Parties subsequent to the expungement of the invalid provision.

S. No Waiver. The failure of either Party to this Agreement to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as subsequently waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

T. Governing Law. This Agreement shall be governed by, construed, and enforced in accordance with the law of the State of OHIO.

U. Mandatory Arbitration. Any dispute under this Agreement shall be required to be resolved by binding arbitration of the Parties hereto. If the Parties cannot agree on an arbitrator, each Party shall select one arbitrator and both arbitrators shall then select a third. The third arbitrator so selected shall arbitrate said dispute. The arbitration shall be governed by the rules of the American Arbitration Association then in force and effect.

V. Entire Agreement. This Agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either Party except to the extent incorporated in this Agreement.

W. Assignment of Rights. The rights of each Party under this Agreement are personal to that Party and may not be assigned or transferred to any other person, firm,

corporation, or other entity without the prior, express, and written consent of the other Party.

☐

I have read and agree to this Financial Institution Software Agreement Terms and Conditions by checking this box or downloading the software.

The enclosed signage is provided as an example of compliant Social Justice Fee disclosure. FIs are free to develop their own signage that meets transparent fee requirements and permission is supplied to combine brand messages if more than one mortgage or municipal bond or other financial product is issued.

Compliance with Ginicoe's requirements does not imply compliance with any relevant State laws.

Point-of-Entry Disclosure Example

**We collect a Ginicoe
Fee on all Financial
transactions that
adjusts to your
Social Justice
Outerchange Rating
(SoJOR). We then
match the value of
your fee by 100%.**

The enclosed signage is provided as an example of compliant Social Justice Fee disclosure. FIs are free to develop their own signage that meets transparent fee requirements and permission is supplied to combine brand messages if more than one mortgage or municipal bond or other financial product is used.

Compliance with Ginicoe's requirements does not imply compliance with any relevant State laws.

Point-of-Entry Disclosure Example

We collect a Ginicoe Fee on all card transactions that adjusts to your Social Justice Outerchange Rating (SoJOR). We then match the value of your fee by 100%.

We collect a Ginicoe Fee on all card transactions that adjusts to your Social Justice Outerchange Rating (SoJOR). We then match the value of your fee by 100%.