

Software Subscription Agreement

MarketPoint SCHEDULE

LICENSED APPLICATION/ADDITIONAL TERMS

1. Licensed Application. Fannie Mae licenses to Licensee the application known as MarketPoint™ (the “**Licensed Application**”) pursuant to this Schedule and the Master Terms and Conditions between Fannie Mae and Licensee (the “**Master Terms**”), into which this Schedule is incorporated (together, the “**Agreement**”).

As of the effective date of this Schedule, the Licensed Application is a consolidated, widgets-based technology platform that provides users with self-service tools to engage in certain loan pricing and committing-related activities with Fannie Mae.

2. Controlled Rollout. Licensee will participate in the controlled rollout of the Licensed Application, during which Licensee will have the ability to create servicing-released commitments to sell certain loans to Fannie Mae an agreed-upon price within a certain time frame.

Licensee’s rights and obligations related to the committing process are as set forth in the Lender Contract and use of the Licensed Application in no way alters Licensee’s obligations to Fannie Mae with respect to such loans, including the obligation to ensure that in compliance with all applicable laws and other requirements of the Lender Contract. Similarly, use of the Licensed Application will have no bearing on the terms of any other associated applications licensed by Fannie Mae which provide similar or related functionality, even if Licensee is afforded access to such applications via MarketPoint. All terms associated with other applications that Licensee has agreed to will remain in effect, unless and until terminated in accordance with the terms of the applicable Schedule.

3. Authorized User. For purposes of this Schedule, the term “Authorized User” includes individuals (i) working for Third-Party Providers retained by Licensee to perform mortgage-related services on their behalf that require access to the Licensed Application and (ii) who have obtained Authentication Credentials as a result of Licensee’s actions or Fannie Mae’s actions on Licensee’s behalf. Licensee agrees that actions of Authorized Users are deemed to be actions of Licensee. This Schedule is effective as of the date on which access is first made available to Licensees and will remain in effect unless and until terminated pursuant to the terms of this Schedule.
4. Restrictions on Use. Without limiting the provisions in the Section of the Master Terms entitled “Restrictions on Use,” Licensee’s right to access and use the Licensed Application and to use the associated Documentation are conditioned upon limiting its use of the Licensed Application, including reports and other output, for purposes of making servicing-released whole loan commitments.
5. Acknowledgments. Licensee acknowledges that:
 - a. Fannie Mae makes no representations or warranties as to the availability or accessibility of the Licensed Application or the participation of any Lender in the Licensed Application;
 - b. Licensee will have no recourse to Fannie Mae in the event of issues arising in connection with the accuracy and completeness of any information that Licensee obtains from the Licensed Application and uses or relies upon in any way; and

- c. FANNIE MAE DOES NOT ASSUME ANY OBLIGATIONS, DUTIES OR LIABILITIES WITH RESPECT TO THE SERVICES PROVIDED USING THE LICENSED APPLICATION.
6. Rights in Improvements. Without limiting the generality of the Master Terms section entitled “Rights in Improvements,” Licensee agrees that Fannie Mae is the sole and exclusive owner of (and Licensee assigns to Fannie Mae) all of Licensee’s proposed or suggested changes, modifications, upgrades or enhancements in design, functionality or otherwise to the Licensed Application or any successor solutions, without any recourse or obligation to Licensee. Licensee agrees that Fannie Mae is under no obligation to consider or implement any changes, modifications, upgrades or enhancements recommended or requested by Licensee.
 7. Lender Contract. The transactions initiated via the Licensed Application are subject to the requirements of the Lender Contract, as it may be modified and amended from time to time. Conflicts between the Licensed Application and the Guides or other portions of the Lender Contract, including servicing requirements, will be resolved in favor of the Guides or other portions of the Lender Contract, as the case may be.
 8. Termination. In addition to Fannie Mae’s rights under the Master Terms Section entitled “Termination,” Fannie Mae may terminate this Schedule without cause immediately upon written notice to Licensee.
 9. Survival. In addition to the provisions referred to in the Section of the Master Terms entitled “Survival,” any provision of this schedule that contemplates its continuing effectiveness will survive any termination of this Schedule or the Agreement.